

6/30/98

# AGREEMENT

between

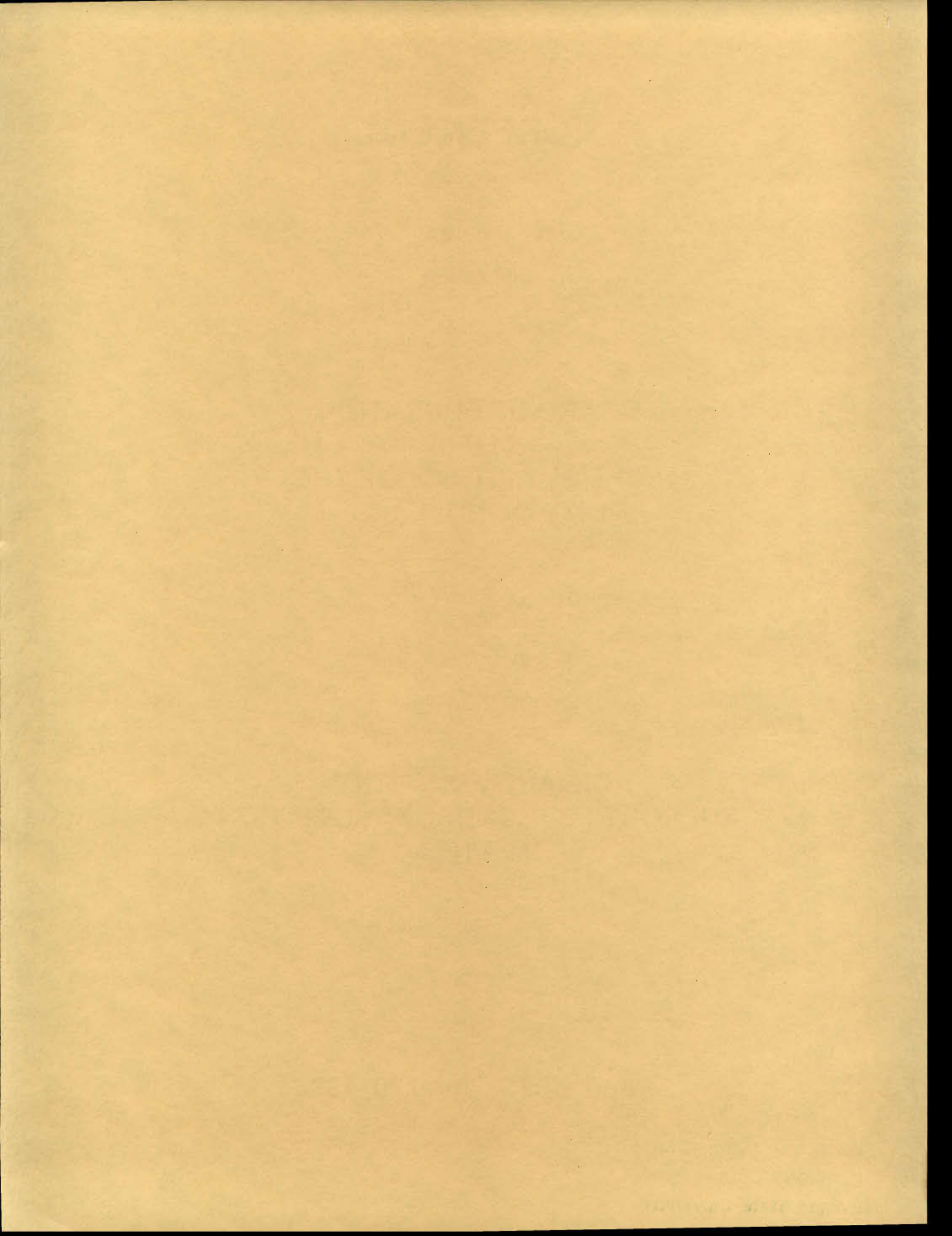
BOARD OF EDUCATION  
of the  
SCHOOL DISTRICT OF THE  
CITY OF HOLLAND

and

HOLLAND EDUCATION  
SUPPORT PERSONNEL ASSOCIATION  
MEA/NEA

*Holland Public Schools*

July 1, 1995 - June 30, 1998



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## **PREAMBLE**

WHEREAS, the Employer and the Union recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Employer and the Union have entered into good faith negotiations and reached agreement upon wages, hours and other terms and conditions of employment; and

The Employer and the Union do hereby set forth and memorialize this as their full agreement.

## **ARTICLE I**

### **PURPOSE AND EXTENT OF AGREEMENT**

This Agreement entered into this 1st day of July, 1995 by and between the Holland Educational Support Personnel Association - Michigan Education Association/National Education Association (HESPA/MEA/NEA), hereinafter called the "Union," and the School District of the City of Holland, hereinafter called the "Employer."

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

This Agreement shall supersede and have precedence over any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms.

Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

## ARTICLE II

### DISTRICT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Employer shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, equipment and operations.
  2. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.
  3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the work force.
  4. Determine the services, supplies and equipment necessary to continue its operation.
  5. Adopt reasonable rules and regulations.
  6. Determine the qualifications of employees, including health qualifications.
  7. Determine overall goals and objectives as well as the policies affecting the educational programs.
  8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
  9. Determine the size of the management organization, its functions, authority, amount of supervision and the table of organization.
  10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.



**ARTICLE III**  
**RECOGNITION**

- A. The Employer hereby recognizes the Union as the sole and exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees in the bargaining unit defined and described as follows:

**ALL SECRETARIAL AND CLERICAL, CUSTODIAL AND  
MAINTENANCE EMPLOYEES, CLEANERS, BUS DRIVERS,  
BUS AIDES AND FOOD SERVICE EMPLOYEES**

Excluded positions will be Secretary to the Superintendent and secretaries to Assistant Superintendents, custodial foremen, food service employees who work less than one (1) hour per day or less than five (5) hours per week, supervisors, administrators, casual substitutes, other certified and non-certified personnel and all other employees.

- B. The term "employee," singular or plural, when used hereinafter in this Agreement shall mean a member of the bargaining unit as defined hereinabove. Any references to one gender shall include the other.

For the purposes of administering the terms of this Agreement:

1. Full-time employees are employees scheduled to work at least thirty (30) hours per week for employees hired prior to September 15, 1989, and thirty-five (35) hours per week for employees hired after September 15, 1989.
2. School year employees are employees whose employment follows the school calendar.
3. Part-time employees are employees scheduled to work less than thirty (30) hours per week for employees hired prior to September 15, 1989, and less than thirty-five (35) hours per week for employees hired after September 15, 1989.
4. Full year employees are scheduled on a twelve (12) month basis.
5. If a part-time employee is temporarily scheduled to work at least thirty-five (35) hours per week for twelve (12) consecutive weeks, then the employee shall be considered a full-time employee until such time as the employee is returned to part-time status.

## ARTICLE IV

### UNION RIGHTS AND REPRESENTATION

- A. The Union and its representatives shall have the right to conduct Union business on school property or use school equipment at times which do not interfere with or interrupt normal school operations or the employees' duty time.
1. In the event that special custodial service is required, the Employer may make reasonable charge for such service.
  2. Appointments for building usage shall be made consistent with district policies concerning building usage.
  3. Upon arrival, the Union representative shall notify the supervisor in charge of the building where the business is to be conducted.
  4. The Union shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Union's use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage caused to said equipment by improper use by individuals using it for Union business.
- B. The Employer agrees to provide the Union with any information required by law concerning the Employer. The Employer further agrees to provide the HESPA President with reports relevant to HESPA as are available to the Board at the same time they become public information.
- C. The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. All Union materials so posted will be identified as Union material.
- D. An intra-school delivery service shall be provided for Union use. The Union shall indemnify and save the Employer harmless against and from any and all liability that may arise out of or by reason of actions taken by the Employer to comply with this paragraph, provided that the Employer does not initiate any such legal action. The Union shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and the MEA and NEA. The Union shall have the right to negotiate a settlement to any such action.
- E. Upon the request of the Union President, four (4) days for Union purposes shall be granted at Employer expense. Up to six (6) additional days shall be granted with the Union paying for the substitutes involved. All requests shall be made in writing.

- F. The Employer shall notify the Union President of hirings, transfers, changes in hours, and termination of employees within a reasonable time of such changes.

## ARTICLE V

### EMPLOYEE RIGHTS AND PROTECTION

- A. No employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes written warnings, reprimands, suspensions with or without pay or a disciplinary reduction in compensation and discharges but not discharges of probationary employees. The specific grounds for disciplinary action will be presented in writing to the employee and the Union within five (5) working days of the time discipline is imposed.
- B. Written warnings or reprimands will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which the employee had an opportunity to be heard.

A reprimand must indicate that a copy has been forwarded to the Superintendent or appropriate Assistant Superintendent. A copy of a written warning or reprimand shall be given to the employee.

Any complaint not called to the attention of the employee may not be used in any disciplinary action against the employee.

- C. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining employees:
1. Verbal warning by appropriate administrator.
  2. Written warning by appropriate administrator.
  3. Written reprimand by appropriate administrator.
  4. Suspension with or without pay.
  5. Dismissal.
- D. In the event of serious violations, the Employer may impose any penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps set forth above. The Union may grieve the reasonableness of any penalty in any given situation.

- E. Any employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.
- F. An employee shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility. However, in case of extreme offenses, immediate disciplinary action may be taken.
- G. Employees shall have access to their own personnel files in the presence of the appropriate Assistant Superintendent or his/her designee. Employees shall have access to their own personnel files during normal business hours, provided that examination of the files shall not interfere with normal duties. An employee may give written authorization to a representative to examine the file. A copy of such authorization shall be given to the administration and shall become part of the personnel file.
- H. The parties shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, or marital status and/or handicap.
- I. Before a complaint is placed in an employee personnel file, the employee will have an opportunity to review the complaint. Complaints that are to be placed in an employee's file must be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation or reply regarding any complaints which shall be attached. An employee shall review and sign complaints placed in the personnel file. The signature shall indicate awareness of the complaint but not necessarily agreement with its contents.
- J. The Employer will reimburse employees up to \$150 per incident for loss, damage or destruction of clothing or personal property of the employee resulting from an interaction with a student while on duty in the school, or the school premises, or while on school-sponsored trips. The reimbursement will not be paid if the loss is covered by insurance or involves the employee's automobile.
- K. Employer-Required Physical Examinations
1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a physical and/or psychological examination in accordance with the provisions contained herein.

2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
4. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform his/her duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform his/her duties.
5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.
7. The employee shall not lose pay or sick leave for work time lost during the testing period.
8. The employee shall receive a complete copy of all doctors' reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.
9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be defined as a claim or complaint by an employee, group of employees or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

1. The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to the problems of the parties.
  2. Nothing contained herein shall be construed to prevent any individual employee from presenting a concern or grievance and having the concern or grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided the Union is given an opportunity to be present, and further provided individual grievants shall not have the right to process grievances at Step 5.
- B. Failure of the grievant(s) or the Union to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance. Failure of any representative of the Employer to respond at any level within the time lines specified shall enable the Union to appeal to the next level of the grievance procedure within the designated time lines.
- C. The content of any job description or evaluation shall not be a subject for grievance. The qualifications, certifications and/or licenses required for any position shall not be a subject for grievance. The performance expectations established for any position shall not be a subject for grievance.
- D. The term "days" when used in this article shall mean work days. Time limits may be extended by mutual written agreement.

#### Step One - Informal Meeting

The grievant(s) shall be entitled to an informal meeting with the immediate supervisor to present and discuss the concern. The grievant may request a member of the Union to be present at this meeting.

A formal grievance may be initiated in the event a concern, complaint or grievance cannot be resolved by informal discussion.

#### Step Two - Formal Grievance

The grievance shall be submitted in writing to the immediate supervisor, with a copy to the Union representative, within thirty (30) days following the act or condition on which the grievance is based. The immediate supervisor shall within ten (10) days of receipt of the grievance meet with the grievant(s) and the Union to hear the grievance. The immediate supervisor shall within ten (10) working days of the meeting with the grievant(s) and the Union present his/her decision in writing to the grievant(s) with a copy to the Union representative.

A formal grievance must be presented in writing on the grievance form (attached as Appendix C and incorporated herein) and should state the date submitted, the date of the alleged violation, who is affected, the nature of the grievance, what sections of the contract have allegedly been violated and the relief sought. Any grievance presented in writing by the grievant(s) or the Union shall be answered in writing.

#### Step Three - Superintendent's Disposition

If the grievance has not been satisfactorily resolved, within ten (10) days the grievant(s) may submit the grievance in writing to the Superintendent or his designated representative. The Superintendent or his designated representative shall, within ten (10) working days after receipt of the grievance, meet with the Union representative and the grievant(s) for the purpose of resolving the grievance. The Superintendent or his designated representative shall within ten (10) days after the hearing render his decision in writing to the grievant(s) with a copy to the Union representative.

#### Step Four - Board Disposition

If the grievance has not been satisfactorily resolved at Step Three, the grievant(s) may within ten (10) days of receipt of the Superintendent's or his designated representative's decision submit an appeal to the Board of Education through the Superintendent's office. The Board of Education shall, at its next regularly scheduled meeting following receipt of the appeal, meet with the grievant(s) and with representatives of the Union for the purpose of reviewing the grievance provided receipt of the grievance is at least five (5) days prior to the Board meeting. The meeting shall be public or private, at the option of the grievant(s), to the extent permitted by law. The Board shall within ten (10) working days after such meeting, render its decision in writing to the grievant(s) with a copy to the Union representative.

#### Step Five - Arbitration

1. Individual grievants shall not have the right to process grievances at Step Five. If satisfactory disposition of the grievance(s) is not made as a result of Step Four, the Union shall have the right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) days from the date of receipt of the decision at Step Four.

2. Powers of the Arbitrator

It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b. The arbitrator shall have no power to establish salary scales.
- c. The arbitrator shall have no power to rule on any of the following:
  - 1) The termination of services of any probationary employee.
  - 2) Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  - 3) Any matter involving the content of an evaluation, unless it is a claim of failure to follow contract procedures.
- d. The arbitrator shall have no power to change any practice, policy or rule of the Employer nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
- e. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
- f. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.
- g. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

**E. Claim For Back Pay**

The Employer shall not be required to pay back wages accrued more than twenty-five (25)



days prior to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
2. No decision in any one case shall require a retroactive wage adjustment in any other case.

## **ARTICLE VII**

### **WORK YEAR**

- A. The normal work year for full-year employees shall be twelve (12) months, July 1 through June 30. The normal work year for school year employees shall be in accordance with the teachers' calendar unless the employee is required to work additional days as determined by their position.
- B. For each four (4) hours worked, an employee shall receive one (1) fifteen (15) minute relief time.
- C. All employees shall be notified of the summer work schedule (June 15 through August 15) annually by May 15, absent extenuating circumstances.
- D. If mutually agreeable to the employee and the supervisor, an employee who works additional hours on any one day may reduce their regularly-scheduled work hours to offset the additional time, but the employee will not be required to do so.
- E. The normal work week for employees shall be Monday through Friday, unless the position when created or vacated designates a work week other than Monday through Friday.
- F. School year employees shall be notified in August of their normal work hours for the upcoming school year.
- G. Custodians/maintenance and secretaries/clericals are expected to report on school days canceled due to inclement weather or an Act of God and shall receive wages for their regularly scheduled hours provided they report to work within two (2) hours of their regular starting time. If an employee is not required to report or is unable to report to work, the employee may use a personal leave day or vacation day.
- H. Food service and transportation employees shall not be required to work on student days canceled due to inclement weather or an Act of God. The employees shall be paid for the first two days school is canceled. When school is canceled beyond two days the

employees shall not be paid and employees shall be paid on rescheduled days, if any. If school is canceled after a food service employee has reported to work, the employee shall be paid for all hours worked with a minimum of one (1) hour pay. An employee may use a personal leave day or vacation day for any unpaid snow days.

- I. The normal workday for full-time employees shall be at least six (6) consecutive hours plus an unpaid, duty free lunch period for thirty (30) to sixty (60) consecutive minutes. For employees hired after September 15, 1989, the normal work day for full-time employees shall be at least seven (7) consecutive hours plus an unpaid, duty free lunch period for thirty (30) to sixty (60) consecutive minutes.
- J. During the Christmas, spring and summer break periods, employees may, with the approval of the Assistant Superintendent or his/her designee, modify their normal work hours and/or work schedules.

## ARTICLE VIII

### LEAVES

#### A. Paid Leave.

##### 1. Sick Leave.

- a. All employees shall be granted sick leave days at the rate of one (1) day per month of active employment, accumulative to one hundred twenty (120) days. Paid sick leave shall be considered active employment.
- b. Part-time employees shall be eligible for sick leave benefits as stated in paragraph a to be paid in accordance with their scheduled work time.
- c. The total of previously earned, unused sick days plus sick days expected to be accumulated for each fiscal year (July 1 - June 30) shall be posted to each employee's sick leave account at the beginning of the fiscal year. This sick leave shall be available for use as posted and reported on the biweekly paycheck stubs.
- d. An employee who terminates employment prior to June 30 of a fiscal year will be responsible for repaying any sick day(s) used that normally would not have been earned or accumulated under Article VIII-A-1 at the time of termination. The Employer has the right to charge this use against vacation, business leave, or regular hours worked.

- e. Sick leave may be used for absence from duty because of personal illness, injury or disability. Up to five (5) days of sick leave per year may be used for illness or injury in the immediate family. Immediate family is defined as spouse, children, parents and members of the immediate household with whom one has an association equivalent to family ties. The Employer may require verification of the illness or injury from the attending physician containing a statement that the presence of the employee is medically necessary. The Employer may require verification of the illness or injury of the employee or fitness to return to work in the case of extended absences or in the case of chronic absences.
2. Business Leave. School year employees shall be granted a maximum of one (1) day of their regularly scheduled hours per year to be used for personal business. Full year employees shall be granted a maximum of two (2) days of their regularly scheduled hours per year to be used for personal business. At least two (2) days' notice shall be given to the employee's supervisor, except in case of emergency. The Employer reserves the right to inquire as to the reason for such leave. Days may not be taken immediately before or after a holiday or vacation. Such personal business days, if not taken, shall annually be added to accumulated sick leave.
3. Bereavement Leave. Employees will be allowed paid bereavement leave, without deduction from sick leave, for up to three (3) days per occurrence when there is a death in the employee's immediate family. When there are extenuating circumstances (e.g., distant travel), the employee may elect to take an additional two (2) days per occurrence, deductible from sick leave. Immediate family is defined as: spouse, child, parent, parent-in-law, sibling, grandparent and other members of the employee's immediate household. A bereavement leave of one (1) day will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.
4. Jury Duty. An employee who serves on a jury will be released from their job duties for the time served. Employees who serve in juries shall be paid at their regular rate minus jury duty pay for the time required which conflicts with their scheduled work hours. The employee must advise the Employer of the necessity for the absence as soon as the employee is advised of the obligation to serve.
5. Subpoenas. An employee subpoenaed to give testimony, except in his/her own defense, may be released from duties and may not have such days deducted from sick leave. Said employee will not receive more than his/her per diem pay.
6. Workers' Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the employee shall receive the difference between his/her salary and that amount received through workers' compensation. Such difference in salary shall be figured

on a percentage basis, and this same percentage shall be deducted from the employee's paid leave accumulation. (For example: If workers' compensation pays 60% of the full pay, paid leave will pay only 40%, and the paid leave accumulation shall be charged .4 of a day for each day used).

7. Emergency Leave. Leaves of absence for emergencies which necessitate an employee's absence may be granted without loss of pay at the discretion of the Assistant Superintendent, provided such request is made with the reasons given. All requests shall be in writing and submitted prior to the beginning of the leave, when appropriate. Day(s) granted in accordance with this paragraph will be deducted from accumulated sick leave. The decision of the Assistant Superintendent shall not be grievable.
8. Abuse of Paid Leave. If it is believed by the Employer or its agents that any employee has abused any portion of the leave policy, the Employer may require an employee to submit proof of illness or submit to a physical or mental examination by a physician of the Employer's choosing to determine whether paid leave is warranted. Such requested examinations shall be at the Employer's expense. In the event that the Employer determines that an employee has abused the paid leave policy, the Employer shall charge the employee an amount equal to the pay received for the leave days taken. Such abuse may result in disciplinary action.
9. Conferences. Requests for conferences shall be submitted for approval on a form provided by the Employer. If the employee's request is approved, the employee shall be paid for days at his/her regular rate and hours for which the employee would otherwise be scheduled to work. The District shall also pay any registration fees required.

**B. Unpaid Leaves.**

1. Leaves of absence up to one (1) year in duration shall be granted for military service, disability, parental/child care and family illness. Leaves of absence of up to one (1) year in duration may be granted for short-term or general purposes subject to the provisions in e. and f. below.
  - a. Military Leave. Military leave shall be granted in accordance with applicable state and federal law.
  - b. Disability Leave. An employee who is disabled and unable to work and who has exhausted his/her sick leave shall be placed on an unpaid disability leave upon application. The employee will return to work when his/her doctor determines he/she is able to return. If absent on a disability leave for more than one (1) year, the employee must give sixty (60) days' notice of return. An employee who is disabled for more than one (1) year shall

annually provide evidence that he/she remains currently disabled but that there is a reasonable likelihood that the employee will be able to return to work in the future. The Employer reserves the right to have the employee examined by a physician of its choice and at the Employer's expense. The Employer also reserves the right to discontinue the employment of any employee where there is not a reasonable likelihood that the employee will return to work in the future.

- c. Parental Leave. Upon written application, an employee shall be granted an unpaid leave of absence for the purpose of parental care of a newborn or newly adopted infant child or a child in need of parental care due to serious illness or injury for a period of up to one (1) year. Parental/child care leave requests shall also include a statement from the attending physician indicating the anticipated date of the birth of the child, where applicable. The employee may terminate the leave in the event of death of said child, provided that he/she is physically able to perform the work responsibilities.
- d. Family Illness Leave. Upon written application, an employee shall be granted an unpaid leave of absence for the purpose of serious illness of members of the immediate family for a period of up to one (1) year. Immediate family is defined as spouse, children, parents and members of the immediate household with whom one has an association equivalent to family ties. The employee shall terminate the leave in the event of death of said family member. Prior to the employee taking such a leave the family member's physician shall provide a statement as to the necessity of the employee's presence for the family member's care and the anticipated length of such presence.
- e. Short-term Leave. Upon written application, an employee may be granted an unpaid short-term leave of absence, not to exceed ten (10) work days. This decision shall be made by the department administrator, and shall not be grievable.
- f. General Leave of Absence. A general leave of absence without pay may be granted for reasons that do not fit the categories contained in the paragraphs above, as specifically determined by the department administrator. Such decision shall not be grievable.

2. Leaves may be granted subject to the following:

- a. Requests for leaves must be made in writing to the Assistant Superintendent at least thirty (30) days prior to the anticipated date of the leave absent extenuating circumstances. Requests shall include the reason for the leave and the beginning and ending dates of the leave.

- b. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
  - c. Leave shall only be granted to employees with one (1) or more years of seniority.
  - d. The employee shall not receive seniority accrual, fringe benefits other than provided by law, sick leave accumulation or pay during unpaid leaves.
  - e. An additional year of extended leave time may be granted to an individual at the discretion of the Board.
3. Upon return from leave, the employee will be assigned to his/her former position, if available. If the former position is not available, the employee will be assigned to the position presently held by the least senior employee within his/her seniority classification and for which he/she is qualified.
  4. Employees who are unable to complete a year due to illness or disability leave only and who have exhausted their paid sick leave shall have their health insurance benefits continued until the conclusion of the insurance year on September 30.

## **ARTICLE IX**

### **VACANCIES, TRANSFERS AND PROMOTIONS**

#### **A. Definitions.**

1. A permanent vacancy is defined to mean any permanent job opening within the bargaining unit which the Employer intends to fill, including but not limited to regular part-time jobs, openings which result from the creation of a new job by the Employer, any permanent opening in an existing job created by death, resignation, discharge, retirement, permanent transfer, unpaid leaves of longer than one (1) year or any other vacancy as determined by the Employer. The Employer shall determine when a position is to be created or eliminated.
2. A temporary vacancy is defined as an opening within the bargaining unit for a period of one (1) year or less to which an employee on an unpaid leave of absence has the right to return.

3. Employees on leave of absence for one (1) year or less have the right to return to their former position. Where the leave is for more than one (1) year, the position shall be regarded as a permanent vacancy.

B. All vacancies shall be posted in a conspicuous place in each building of the district for a period of five (5) workdays. A copy of all postings shall also be sent to the Union President. Said postings shall contain the following information:

1. Type of work
2. Location of work (where applicable)
3. Proposed starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements

When school is not in session, a copy will be sent to the HESPA President and to all employees who have made a written request by June 1 for said vacancy notices. All written notices of the posting shall contain the procedures for application and the qualifications required for the position.

C. Interested employees may apply in writing to the Assistant Superintendent, or designee, within the five (5) day posting period. Applications from non-employees may be accepted and considered for all vacancies.

D. While a job is being posted and pending determination of the successful applicant, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job on a temporary basis.

E. Permanent vacancies shall be filled with qualified personnel. "Qualified" shall be defined to correspond to the job description and posting as determined by the Employer. The Employer declares its intention to give full consideration to present employees. In filling such vacancies, the Employer shall first consider the background and attainments of present employees, including the employees' length of continuous service in the bargaining unit.

F. Within ten (10) work days after the Employer has made its decision as to which applicant has been selected to fill a posted position, each employee applicant interviewed shall be so

notified in writing with a copy provided to the Union.

- G. When an employee is to be involuntarily transferred, the Assistant Superintendent shall give the employee advance written notice of the contemplated transfer, including written reasons for the change. The employee may request a conference with the Assistant Superintendent to discuss the issue.
- H. Employees shall not be placed on a lower step and/or wage level due to involuntary transfers unless the involuntary transfer is for disciplinary reasons.
- I. Filling of Temporary Vacancies.
  - 1. A temporary vacancy need not be posted.
  - 2. A temporary vacancy shall first be offered to a person on layoff within that classification and who is qualified to perform the duties of the temporarily vacated position in accordance with the recall provisions set forth in Article X.
  - 3. Temporary vacancies may then be filled through temporary transfers or employment of outside temporary workers at the Employer's discretion.
- J. In the event of promotion in or transfer from one classification to another, the employee shall be given a thirty (30) workday trial in which to show his/her ability to perform on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee may be returned to his/her previous assignment at the Employer's sole discretion.

## ARTICLE X

### LAYOFF AND RECALL

- A. The Employer and the Union recognize the possibility that the financial condition of the schools at a given time could necessitate a curtailment of program on the part of the Employer, including a reduction of personnel. The parties also recognize that such determinations to reduce programs and/or personnel are within the exclusive discretion of the Employer. In the event of a reduction of personnel through layoff from employment, the following procedure will be utilized by the Employer or its designated representatives.
  - 1. When the Employer determines it is necessary to reduce the size of the work force by elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority provided there are more senior employees within the seniority classification remaining who possess the skills and/or qualifications to perform the duties of the positions vacated by the least senior employees in the classification.



2. An employee reduced from a position in their present seniority classification shall be retained in a position in another classification in which they have previously accumulated seniority, provided there is a less senior employee in that classification and the more senior employee possesses the skills and/or qualifications to perform the duties of the position.
3. Employees shall be provided two (2) weeks' notice prior to the effective date of layoff and two (2) weeks' notice prior to the effective date of a reduction in hours, absent extenuating circumstances.

B. When positions become available in a seniority classification, employees who have been laid off from that seniority classification shall be recalled in order of greatest seniority, provided the employee possesses the skills and/or qualifications to perform the duties of the position. Recall rights to a position shall terminate three (3) years from the date of layoff.

If there are no employees laid off from a seniority classification, employees from another classification who have the skills and/or qualifications to perform the duties of the position shall be recalled in order of greatest seniority.

C. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit position, an employee, in an effort to maintain the current number of hours worked, upon application, shall be placed in a position in their present seniority classification which would maintain their hours of employment and which is held by a less senior employee, provided the reduced employee possesses the skills and/or qualifications to perform the duties of the position. In no case shall a new employee be hired by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.

D. In the event of a layoff, the Employer and the Union may mutually agree to allow individual employees to waive their seniority rights for the purpose of the layoff. With the written approval of the Employer and the Union, employees may, at their option and without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract. An employee who has been laid off under the provisions of this paragraph will be subject to recall pursuant to the procedures set forth in this section and may not subsequently bump a less senior employee prior to his/her recall.

E. A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.

- F. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given ten (10) calendar days from receipt of notice of recall to respond to the recall. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee responds within the ten (10) day period.
- G. An employee who declines recall to a position with fewer hours or a lower pay rate for which he/she is qualified shall forfeit his/her rights to that position but not to future recalls.

## **ARTICLE XI**

### **WORKING CONDITIONS**

- A. The Employer, Union and employees shall work together to protect the health and safety of all individuals. If an employee reasonably believes that unsafe or hazardous conditions exist, he/she will report the condition to the supervisor as soon as possible. The supervisor will investigate the matter, take appropriate action to correct any hazardous or unsafe condition and notify the employee of any action taken.
- B. The Employer shall provide, without cost to the employee, the following:
  - 1. Approved first aid kits and materials in appropriate work areas.
  - 2. Adequate and approved safety equipment including but not limited to goggles, shields, barriers, hard hats and auditory protection devices as needed. However, the Employer shall not be obligated to provide safety equipment which is of a personal nature.
  - 3. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job or position.
  - 4. An apron for all food service employees.
- C. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.
- D. In the absence of a building principal, building secretaries shall not be made solely responsible for the supervision of the building. When a building principal is absent, a backup administrator will be identified.

- E. For the purposes of evaluation, an employee's immediate supervisor shall be as provided in Article XIII(E). For the purposes of grievance processing, an employee's immediate supervisor shall be his/her building principal or director. For the purposes of approval of vacation and leave time, approval shall be by the employee's building principal and/ or director, with appeal to the Assistant Superintendent. For the purposes of determining work assignments and priorities within buildings, any conflict shall be brought to the attention of the building principal.
- F. The Employer shall provide job descriptions for all bargaining unit classifications that include requirements and any special qualifications for the classification. These job descriptions shall be updated as needed. The Employer shall provide copies of all job descriptions and updates to the Union president.

## ARTICLE XII

### SENIORITY

- A. Seniority shall be defined as the length of time within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. For food service employees, seniority shall include all time worked in the West Ottawa food program. However, West Ottawa seniority shall be taken into account for layoff and recall only. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- B. Newly hired employees shall serve a probationary period of sixty (60) working days of uninterrupted service.
- C. For purposes of this Agreement, all employees shall be placed in one of the following classifications based on their current assignments:
  - 1. Custodial and Maintenance
  - 2. Secretarial and Clerical
  - 3. Bus Driver
  - 4. Bus Aide
  - 5. Food Service
- D. The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) workdays after the effective date of this Agreement with copies sent to all employees.

Within twenty (20) working days of posting the initial seniority list, corrections or objections to the list shall be filed; thereafter, the list shall be considered accurate until the

next annual list is posted. The Employer shall revise, update and post the seniority list annually thereafter between September 1 and October 1 with corrections or objections due by November 1. Thereafter, the list shall be considered final and conclusive until the next annual list is posted. Two (2) copies of the initial seniority list and subsequent revisions shall be furnished to the Union each year.

- E. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of each employee's social security number with the highest four-digit number ranked first.
- F. An employee who works or has worked in more than one bargaining unit classification shall be deemed to be assigned to all appropriate classifications and shall be listed on the seniority list in all appropriate classifications.
- G. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Any employee who terminates employment and is later rehired by the Employer shall begin as a new hire from the most recent date of hire and shall not retain any seniority from previous employment with the Employer. An employee who accepts a supervisory position with the Employer shall lose all seniority in the bargaining unit after one (1) year in the supervisory position.
- H. An employee on layoff shall continue to accumulate seniority for up to one (1) year. After the one (1) year, seniority shall be frozen until the employee returns to work.
- I. No employee shall be required to repeat a probationary period unless said employee terminates employment with the district and is later rehired by the district.

### **ARTICLE XIII**

#### **EVALUATIONS**

#### **EMPLOYEE ASSISTANCE PLAN**

- A. The Employer may conduct formal written evaluations of employee performance. Should the Employer conduct written evaluations of employees, employees shall be informed of the procedure and form to be used prior to any evaluation being conducted.
- B. Employees' annual evaluations shall be based on observations of the employees' work performance. The Employee Evaluation Form, which is attached as Appendix D, will be used for such evaluations.
- C. The employee shall be provided a copy of the written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document. The employee's signature does not necessarily indicate agreement, rather, that a conference has been held on the

date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

D. The evaluation, including an evaluation conference, shall be completed by May 1. However, in the event that the performance of the employee is not satisfactory, the Required Improvement Plan and/or evaluation instrument may be submitted at any time during the school year. Copies shall be distributed to the employee, the administrator and the Personnel Office.

E. The Employer shall identify the administrator with primary responsibility for conducting evaluations for each classification of employees. The primary evaluator may contact other supervisors to solicit evaluative written input. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place. If an employee has not been evaluated by May 1, his/her performance will be presumed to be satisfactory.

G. Employee Assistance Plan.

1. The Employer and Union recognize that alcohol or drug abuse by employees may create performance problems. The Employer and the Union are likewise concerned with addressing the employment-related health consequences to employees resulting from alcohol or substance abuse problems.
2. The parties also recognized that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.
3. Rehabilitation is also the primary responsibility of the employee. An employee's involvement in the Plan will be completely voluntary. An employee seeking medical attention for alcohol or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this Agreement.
4. Any employee with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request or participation in rehabilitation. However, an employee who fails to successfully complete rehabilitation may be subject to disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of this Agreement.
5. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the Employer to maintain discipline or acceptable levels of employee performance, pursuant to and in accordance with the provisions

of this Agreement. Employees participating in the Employee Assistance Program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of district policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures set forth in this Agreement.

6. The Employer and Union encourage employees to access appropriate professional services for addressing drug and alcohol abuse programs. In connection with the operation of its Employee Assistance Program, the Employer shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the Employer shall also include similar programs or resources identified by the Union. The Employer shall not be responsible for either making direct referrals to such resources or for any monetary liability incurred in connection with receipt of services by the employee and his/her dependents. The identification of programs and resources by the Employer shall not be regarded as any representation by the Employer or its agents regarding the character, reliability or quality of such services or programs.

#### ARTICLE XIV

##### COMMUNICATIONS COMMITTEE

- A. There shall be a Communications Committee composed of representatives for the Employer and the Union. The Communications Committee shall meet monthly for the purpose of reviewing the administration of the Agreement and other matters of mutual concern. These meetings shall be held on a monthly basis from September through May, and as needed during the summer months. The Employer and the Union shall each name a co-chairperson who shall chair the meetings on alternate months. Either party may raise or submit agenda items for the meeting. Every effort shall be made to schedule meetings after working hours.
- B. If the Committee meets during the regular work hours of a Union representative, he/she will be released from duties to attend the meeting without loss of pay.
- C. The Communications Committee is not intended to bypass and/or take the place of the formal grievance and/or negotiations procedures.

## **ARTICLE XV**

### **VACATIONS**

- A. School year employees, except bus drivers and bus aides, will receive vacation pay according to the following:
1. Employees must work at least 17.5 hours per week to receive vacation pay.
  2. Part-time employees shall receive vacation time at the rate of the number of hours per week they are regularly scheduled to work.
  3. Vacation shall be paid according to the following schedule: \*
    - a. After the 1st and through the 10th year - 2 weeks
    - b. After the 10th and through the 20th year - 3 weeks
    - c. After the 20th year - 4 weeks
- B. Bus drivers and aides shall be paid vacation according to the following schedule:
1. Drivers and aides who work 176 days will receive 100% of vacation pay according to the schedule.
  2. Snow days and paid sick days will be counted as worked days in calculating vacation pay. Those working less than 176 days will receive a prorated amount of vacation pay with 176 days being the basis in calculating vacation pay.
  3. Extra trips are not counted in calculating vacation pay.
  4. Bus drivers and aides shall be paid at the rate of their regularly scheduled hours at the conclusion of the school year according to the following schedule: \*
    - a. After two (2) school years - 1 week
    - b. After five (5) school years - 2 weeks
    - c. After ten (10) school years - 3 weeks
- C. Full year employees who work more than 17.5 hours per week will receive vacation pay according to the following:
1. Part-time employees shall receive vacation time at the rate of the number of hours per week they are regularly scheduled to work.

2. Vacation pay shall be granted as follows:\*

After one (1) full year - 10 days  
After ten (10) full years - 15 days  
After twelve (12) full years - 16 days  
After fourteen (14) full years - 17 days  
After sixteen (16) full years - 18 days  
After eighteen (18) full years - 19 days  
After twenty (20) full years - 20 days

- D. Vacation anniversary dates will be computed as of July 1 of each year. Employees who have been employed for less than a full year will be given a prorated allowance.
- E. Employees retiring during the school year shall receive pay for that year's accumulated vacation days upon retirement.
- F. Custodial/maintenance employees requesting vacation for the summer months shall submit such requests by May 1 of each year.
- G. Requests for vacations must be submitted in writing thirty (30) days prior to the desired vacation date. The thirty-day request requirement for vacation may be waived at the discretion of the supervisor.
- H. Where more than one (1) employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee(s) having the greatest seniority shall be granted his/her preferred vacation date(s) before less senior employees.
- I. Vacations shall normally be granted between the closing of school in June and the week of August 15. However, employees may be granted vacation time during the school year.

\* Also see Article XXI-B

## ARTICLE XVI

### HOLIDAYS

- A. All employees shall receive the following days off with pay at the rate of their regularly scheduled hours for the following holidays provided specified requirements are met (listed below):



**Must Work Last Scheduled  
Work Day Before**

**Must Work First Scheduled  
Work Day After**

Yes	Independence Day (if regularly scheduled to work)	Yes
Yes	Labor Day	Yes
Yes	Thanksgiving Day	Yes
Yes	Day After Thanksgiving	Yes
Yes	Day before Christmas	Yes
Yes	Christmas Day	Yes
Yes	Day before New Year's	Yes
Yes	New Year's Day	Yes
Yes	Memorial Day	Yes

The above restrictions do not apply when a holiday falls during an approved vacation period. In event of a substantiated illness or emergency before or after a holiday, pay will be granted.

- B. An employee may take up to three (3) hours off on Good Friday, either without pay or using a vacation or personal business day.
- C. If a holiday is on a Saturday or Sunday, the holiday shall be celebrated on either Friday or Monday, respectively.

**ARTICLE XVII**

**FRINGE BENEFITS**

- A. Health: For all employees who are regularly scheduled to work at least forty (40) hours per week for the full year (i.e. 2,080 hours), the Employer will provide, without cost, full-family MASB-SET Comprehensive Health Care Program, with yearly deductibles of \$50 per person and \$100 per family, and with a \$2.00 prescription co-pay.

- B. For all employees who are regularly scheduled to work less than 2,080 hours but more than 623 hours during the year, the Employer will provide an amount equal to the full family health insurance listed in Paragraph A above, pro-rated for the amount of time that the employee is regularly scheduled to work, or the amount for the required coverage (i.e. single or 2-person), whichever is less. (For example, for a secretary who is regularly scheduled to work 7.5 hours per day for 205 days, the Employer shall contribute 73.9% of the full family rate:  $7.5 \times 205 = 1,537.5 : 2,080 = 73.9\%$ .) Percentages will be rounded to the nearest tenth percent.
- C. Dental: For all employees who are regularly scheduled to work 1,352 hours or more during the year, the Employer will provide, without cost, full family MASB-SET Ultra Dental 80-70-70.
- D. For all employees who are regularly scheduled to work less than 1,352 but more than 623 hours during the year, the Employer will provide an amount equal to the full family dental insurance listed in Paragraph C above, prorated for the amount of time that the employee is regularly scheduled to work, or the amount for the required coverage (i.e. single), whichever is less. (For example, for a custodian who is regularly scheduled to work 4 hours per day for the full year, the Employer shall contribute 50.0% of the full family rate:  $4 \times 260 \text{ days} = 1,040 \div 2,080 = 50.0\%$ .) Percentages will be rounded to the nearest tenth percent.
- E. Life: The Employer will provide to all full-time custodians, maintenance and 52-week secretarial employees, without cost, term life insurance in the amount of \$15,000, plus AD & D.
- F. Annuity: Employees eligible for health insurance (i.e. who are regularly scheduled to work more than 623 hours during the year) who do not elect health insurance may apply:
1. up to the amount of the single subscriber premium towards options, or
  2. a tax-sheltered annuity of \$110 per month.
- G. Long Term Disability: The Employer shall provide to all employees, without cost, the MASB-SET Long Term Disability insurance with the following components:
1. Percent of salary: 66 2/3%
  2. Monthly maximum benefit: \$2,500
  3. Waiting period: 120 calendar day modified fill
  4. Maternity covered: Yes
  5. Alcohol, drug, mental/nervous: Unrestricted
  6. Cost-of-living: Yes

- H. Selection of fringe benefit alternatives must be authorized by the employee, in writing, on forms provided during the September open enrollment period, except for new-hires and changes in family status.
- I. All contributions will commence on October 1 of each year and will continue through September 30 of each year for employees who complete the full school year. Should employment be severed prior to the close of the school year, other than for illness or disability, contributions shall cease as of the date of termination or unpaid leave of absence.
1. Employees who begin employment after September 1 of the school year will have premium contributions for fringe benefits made on the first day of the month following their first day of service.
  2. Employees who are unable to complete a school year due to illness or disability and who have exhausted all paid sick leave shall have their benefits continued until the conclusion of the insurance year on September 30.
- J. Change in family status shall be reported by the employee to the Business Office within sixty (60) days of said change.
- K. To be eligible for the above coverages, employees must be able to satisfy all requirements of the policy before benefits are effective.
- L. All employees are advised that, upon leaving the employment of the district, they have certain legal rights to convert insurance to individual payment of premiums. Persons interested should contact the Business Office upon termination of employment.
- M. If a husband and wife are both members of this bargaining unit and one is receiving full-family health benefits, one will elect health insurance and the other the annuity or both may elect annuities/options.
- N. Employees working for the district as of September 1, 1989, shall have the option to continue the benefits they were receiving as of September 1, 1989 or the benefits specified above but not both.
- O. When an employee works in more than one (1) classification, the Employer shall calculate health and dental benefits based upon the total number of hours worked in all bargaining unit positions.
- P. Definition of "Regularly Scheduled": For the purpose of calculating the proration of health and dental insurance coverage, each employee's "regularly scheduled" hours shall be calculated in September. The employee shall be given a copy of this calculation and both the employee and supervisor shall sign the calculation. If the employee and supervisor

can't agree on the calculation, a meeting shall be scheduled with the employee, supervisor, union representative and Assistant Superintendent to attempt to resolve the matter.

In the event that the employee changes positions, the Employer shall recalculate the regularly rescheduled hours for the remainder of the year, and shall recalculate the Employer-paid benefits for the remainder of the year. In the event that an employee's schedule is changed by more than thirty (30) minutes per day, the Employer shall recalculate the "regularly scheduled" hours for the remainder of the year, and shall recalculate the proration of Employer-paid benefits for the remainder of that year. Any recalculated prorations shall not be applied retroactively.

The term "regularly scheduled to work" shall include scheduled work days, vacations, holidays, snow days, annual orientation days, and training days. The term "regularly scheduled to work" shall not include special runs in transportation, special events in food service, rescheduled snow days, or overtime.

## ARTICLE XVIII

### BUS DRIVERS AND AIDES

- A. Definitions.
1. A "route" is a planned round trip from the school to a designated bus stop as determined by the Employer.
  2. A "run" is one or more regular routes assigned to the same driver.
  3. A "special trip" is any scheduled trip other than a regular run.
- B. At the beginning of the school year, the Employer shall make up the bus routes and runs and shall determine the bus to be assigned. Assignment of runs shall be according to the following:
1. Returning employees will retain their previous year's run if requested by the employee and provided that it remains in existence. Should an employee decide they do not want to retain their previous run, the run shall be posted and open for bid.
  2. The remaining runs shall be filled by the most senior qualified employees in accordance with Article IX - Vacancies, Transfers and Promotions.
- C. Employees may serve as a substitute for an absent employee provided the substituting does not conflict with their regular routes or run.

This provision shall not apply to special education runs where the Employer may assign a substitute at its discretion or in cases of emergency.

**D. Special Trips.**

1. The Transportation Supervisor shall post all special trips no more than one (1) month prior to departure, for a posting period of at least one week.
2. Special trips shall be assigned to the most senior employee with the least number of accumulated special trip hours for that school year.
3. In the event there is less than forty-eight (48) hours' notice, a special trip need not be posted, and the Transportation Supervisor may assign a special trip at his/her discretion and that time shall be counted toward the employee's total number of special trip hours.
4. If no employee accepts a special trip and no substitutes are available, it shall be assigned to the least senior qualified employee provided no overtime occurs. If the trip would give the least senior qualified employee overtime, the special trip would be given to the next senior qualified employee.
5. All clock hours spent on special trips shall be paid at the employee's regular hourly rate.
6. Employees on out-of-town special trips shall be reimbursed for meals and lodging provided the trip is more than five (5) hours and during the hours specified.

	Hours	Maximum Reimbursement
Breakfast	5:00 a.m. - 7:00 a.m.	\$3.00
Lunch	11:30 a.m. - 1:30 p.m.	\$4.00
Dinner	5:30 p.m. - 7:30 p.m.	\$7.00

A receipt is required for reimbursement.

7. A new driver will be credited the highest number of hours of accumulated special trip time when first bidding for special trips.
8. Should a trip be canceled after 12 noon of the date of a scheduled trip and the driver is unable to assume his or her regular run, he/she shall receive their regular run pay. Should a driver cancel a special trip for which he/she signed up within forty-eight (48) hours of the special trip, he/she will be credited the number of hours for that trip.

9. The Transportation Supervisor shall post a "Special Trip Chart" showing the monthly total of special trip hours and the cumulative total for the year of each employee for the period from July 1 through June 30 of each school year.
- E. Drivers/aides shall be notified of the bus run they have been assigned to by a posted notice in the bus lounge.
- F. Bus routes shall not be changed by drivers without the approval of the Transportation Supervisor.
- G. The Employer shall provide specialized training for employees on special education runs.
- H. The Employer will contribute 50% of the cost towards the purchase of a bus driver jacket once every three (3) years for those employees with more than one (1) year of seniority.
- I. Overnight Trips.
1. For overnight trips, drivers/aides shall be paid their normal rate for actual driving time plus a flat rate of two (2) hours at their normal rate.
  2. Sleeping quarters will be provided for overnight trips at district expense.
  3. A driver shall not be required to supervise students during non-duty time except in emergency situations.
- J. Summer Driving. Summer driving positions shall be assigned by seniority rank. Summer cleaning shall first be offered to employees.

## ARTICLE XIX

### FOOD SERVICE

- A. Work in the summer food program shall first be offered to food service employees in the main kitchen on the basis of seniority, provided the employee is qualified to perform the duties of the position. If no main kitchen employees elect to work in the summer food program, that work shall then be offered to qualified food service employees in the other buildings on the basis of seniority.
- B. Special Events and Catering. Food service employees shall not be required to work for catering or other special events outside their regularly scheduled work hours except as provided herein:

1. The Food Service Supervisor shall post all special events at the earliest date possible.
2. Special events shall be assigned to the most senior qualified employee with the least number of accumulated special event hours for that school year in the affected building.
3. In the event there is less than forty-eight (48) hours' notice, a special event need not be posted, and the Food Service Supervisor may assign a special event at his/her discretion and that time shall be counted toward the employee's total number of special event hours.
4. If no employee within the building accepts a special event, it shall be offered to employees in other buildings.
5. If no employee accepts a special event and no substitutes are available, it shall be assigned to the least senior qualified employee on the special events list, provided no overtime occurs. If the event would give the least senior qualified employee overtime, the special event would be given to the next senior qualified employee on the special events list.
6. All clock hours spent on special events shall be paid at the employee's regular hourly rate except as provided for in Article XX(I) overtime.
7. A new employee will be credited the average number of hours of accumulated special event time when first bidding for special events. Employees who do not take special events shall not be included when calculating the average number of hours.
8. Should an event be canceled after 12 noon of the date of a scheduled event, the employee shall receive two (2) hours' pay. Should an employee refuse to work a special event for which he/she signed up within forty-eight (48) hours of the special event, he/she will be credited the number of hours for that event.

C. Tulip Time: The following provisions shall apply to Tulip Time.

1. Central kitchen employees may be required to work their regularly scheduled hours.
2. Central kitchen employees may voluntarily adjust their regularly scheduled hours with the approval of the supervisor.
3. All adjusted hours and/or overtime shall be voluntary; provided however, that if there are inadequate volunteers, the least senior qualified employee(s) may be

required to adjust hours and/or work overtime.

4. Food service employees at other buildings shall not be regularly scheduled to work, but they may volunteer to work during Tulip Time, and shall be selected on the basis of seniority.
5. If there are inadequate volunteers, the least senior qualified employee(s) may be required to work.

## ARTICLE XX

### CUSTODIAL/MAINTENANCE

#### A. Cleaner Position

The position of cleaner shall be included in the bargaining unit represented by the Union, and shall be covered by all of the provisions of the Master Agreement between the Union and the District, except as specifically modified herein.

1. The cleaner position shall be considered an entry-level position, with primary duties consisting of routine daily cleaning, and with no requirements for higher technical skills or responsibilities. In comparison, the custodian position shall be considered a higher-level position with responsibilities for cleaning as well as minor maintenance of facilities, grounds and equipment, routine checks of equipment, periodic custodian duties such as carpets, floors and painting, and other similar, more technical responsibilities.
2. The cleaner's wage rates shall be as set forth in Appendix A.
3. No current bargaining unit member in a custodial or maintenance position shall be demoted or involuntarily transferred to a cleaner position, and no custodial or maintenance position currently held by a bargaining unit member shall be changed to a cleaner position. Current custodial or maintenance positions shall only be changed to cleaner positions as they become vacant.

#### B. Upgrade of Cleaner Position

In the event that the Union or any individual employee(s) believe that the duties of any cleaner position(s) are or have become more similar to the duties of a custodian or maintenance position, the following procedures may be utilized:

1. The employee(s) are/or Union shall submit a written request that the specific position(s) be upgraded to the Director of Building and Grounds. The request for



upgrade shall include the reasons for the request.

2. The Director of Building and Grounds shall investigate the request for an upgrade.
  - a. If the position(s) has become a custodian or maintenance position, the Director of Building and Grounds shall upgrade it to a custodial or maintenance position. In the event that a position is upgraded, the District shall not be required to post the upgraded position, unless it is vacant. The upgraded salary shall be retroactive to the date of the written request for an upgrade.
  - b. If the position(s) has become a custodian or maintenance position, the Director of Building and Grounds shall have the option to readjust and reassign responsibilities so that the duties are lowered to those of a cleaner position.
3. The Director of Building and Grounds shall meet with the employee(s) and/or Union to discuss the request and determination. In the event that the employee(s) or Union disagree with the decision of the Director of Building and Grounds, a grievance may be filed.

## **ARTICLE XXI**

### **COMPENSATION**

- A. The salaries for all employees shall be as set forth in Appendix A and B, which are incorporated herein and made a part of this Agreement.
- B. The anniversary date for changes in wage rates, longevity, and vacation calculations shall be July 1 of each year. Employees who have served for six (6) consecutive months or more prior to July 1 shall be advanced to the next higher step where appropriate, and shall be considered to have completed one full year for the purposes of calculating longevity and vacation accrual.
- C. Each school year employee shall elect one (1) of the following pay options:
  1. 21 equal bi-weekly pays;
  2. 26 equal bi-weekly pays;
  3. 26 equal bi-weekly pays with the last five pays paid in one lump sum on the last pay day in June.

The employee shall notify the Employer of his/her selection by August 15 whether they wish to be paid 21 or 26 pays. If an employee who takes 26 pays wishes to receive the entire accumulated summer pay a written request must be submitted to the Assistant Superintendent for Personnel by May 1. Payment will be made on the pay date following the last work day of the year as defined by the school calendar.

Full year employees shall receive twenty-six (26) equal pays on a bi-weekly basis.

- D. Full-time employees who commence working after 12:00 noon for their regularly scheduled shift shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked. Part-time employees shall receive this shift differential if the major portion of their regularly scheduled shift is after 5:00 p.m.
- E. Employees who drive personal automobiles in the course of their work shall receive a mileage allowance equal to the maximum allowable by the Internal Revenue Service.
- F. Any employee who assumes, on a temporary basis, the position of another employee in a different classification or job description for more than one (1) week shall receive the average rate of pay of the absent employee and the replacing employee. However, the pay rate shall not be reduced as a result of such assignment.
- G. A custodial/maintenance or food service employee called in for an emergency shall be paid for a minimum of two (2) hours.
- H. A custodial/maintenance employee who is requested to make a building check on holidays or weekends shall be paid a minimum of one (1) hour. A bus driver who is called in shall be paid a minimum of one (1) hour.
- I. The Employer shall pay overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) per week. The Employer shall pay overtime at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on Sundays and holidays.  
  
Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at a rate of one and one-half (1 ½) times the overtime hours worked and shall be taken within two (2) pay periods of accrual of the compensatory time. If the employee is unable to take compensatory time within this time period, the employee shall be paid the overtime rate.
- J. An employee who is promoted to a position within the bargaining unit shall be paid at the step closest to their current rate of pay but not less than their current rate.
- K. The Employer shall pay for a basic physical examination by a Board-designated physician and for the tuberculosis skin tests and other tests required to certify the employee.

- L. Employees shall be paid at their regular hourly rate when attending any meetings or training related to their job responsibilities, provided that the Employer has given prior approval.
- M. The Employer and the Union have executed the Holland Public Schools Cafeteria Plan, the Premium Conversion Plan, the Cafeteria Plan Summary of Benefits, the Cafeteria Plan Election and Salary Reduction Agreement, the School Board Resolution regarding the cafeteria plan, and the School Board Resolution regarding the premium conversion plan, all of which are incorporated herein by reference and made a part hereof.
- N. A lead server shall be named in each satellite kitchen. The middle school lead server shall be paid an additional forty cents (\$.40) per hour over the corresponding server's wage rate, and twenty cents (\$.20) per hour for the elementary lead servers.

## ARTICLE XXII

### AGENCY SHOP AND PAYROLL DEDUCTION

- A. Agency Fee.
  - 1. Each employee covered by the negotiated Agreement between the Employer and the Union shall, as a condition of employment, on or before thirty-one (31) days from the date of commencement of duties or September 1, 1989, whichever is later, join the Union or pay a service fee to the Union equivalent to the amount of dues uniformly required of the members of the HESPA/MEA/NEA, less any amounts not permitted by law; provided, however, that the employee may authorize payroll deduction for such fee. In the event an employee shall not pay such service fee directly to the Union or authorize payment through payroll deduction, the Employer shall, at the request of the Union, deduct the service fee from the employee's salary and remit same to the Union under the procedure provided below.
  - 2. The procedure in all cases of non-payment of the service fee shall be as follows:
    - a. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event compliance is not effected.
    - b. If the employee fails to remit the service fee or authorize deduction for same, the Union may request the Employer to make such deduction

pursuant to the opening paragraph above.

- c. The Employer, upon receipt of request for involuntary deduction, 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 Union or authorized payroll deduction for same.
3. Pursuant to Chicago Teachers' Union v Hudson, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures." That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Union employees. The remedies set forth in that 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 employee concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
4. Due to certain requirements established in recent court decisions, the Union represents 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 (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Union's notification to non-members of the fee for that given school year.
5. The Union shall indemnify and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by the Employer for the purpose of complying with the Union security/agency shop provision of this article. The Union shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and the Michigan and National Education Associations. The Union shall have the right to negotiate a settlement with any employee whose wages have been subject to involuntary deduction under this article.

**B. General Provisions.**

1. This article shall be effective for each school year of this Agreement, and all sums payable hereunder shall be determined from the beginning of each school year. Persons becoming members of the collective bargaining unit during the course of any school year shall have their service fee prorated over the school year.
2. Authorization for dues deductions shall continue in effect unless revoked in writing. Pursuant to such authorization, the Employer shall deduct one-fifteenth

(1/15) of such dues from each regular salary check of the employee for fifteen (15) consecutive pays, beginning in October. In the event an employee misses one or more pay periods during which payroll deductions for dues or service fees would have been made, the missed deduction(s) shall be then added at the end of the fifteen pay periods, to the sixteenth pay, and beyond as needed to make the full fifteen deductions, upon notification from the Union that such deductions are necessary and the amount(s) of those deductions.

Deductions for employees employed after the commencement of the school year and/or who begin dues or fee payments after October shall be approximately prorated to complete payments no later than the following June.

3. The Union will certify at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for Union dues or service fees, the amount of Union dues and service fee to be deducted by the Employer, and that said service fee includes only those amounts permitted by the Agreement and by law.
- C. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of that employee and make appropriate remittance for any tax-sheltered annuity program that has a minimum of ten (10) plan participants, Ottawa County School Employees Credit Union, Holland United Way and other fringe benefits as negotiated. There shall be no minimum number of participants required for an annuity program carried by a newly hired employee at the time of hire.

## **ARTICLE XXIII**

### **DURATION OF AGREEMENT**

- A. Separability. If any specific provision or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or application shall be deemed null and void to the extent required by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within thirty (30) days of notification of a final and binding determination of such illegality, the Employer and the Union will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

- B. Negotiations.

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

session shall be mutually agreed upon by the chief negotiators.

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

3. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. The expense for compiling and copying this Agreement shall be paid by the Employer.

C. Term of Agreement. This Agreement shall become effective beginning on the 1st day of July, 1995, and shall continue in effect through the 30th day of June, 1998, at which time it shall terminate unless extended by written agreement of the parties.

Article XXIII-C (Duration)

C. Term of Agreement. This Agreement shall become effective beginning on the 1st day of July, 1995, and shall continue in effect through the 30th day of June, 1998, at which time it shall terminate unless extended by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on the \_\_\_\_ day of \_\_\_\_\_, 1995.

FOR THE UNION:

By Duane Machiela  
Duane Machiela, President

By Diana Lee  
Diana Lee, Secretary

By Kevin Stoike  
Kevin Stoike, Negotiator

By Gery Weichman  
Gery Weichman, Negotiator

By Char Kraai  
Char Kraai, Negotiator

By Alyce Prins  
Alyce Prins, Negotiator

By Bev Molengraff  
Bev Molengraff, Negotiator

By Luella Goddard  
Luella Goddard, Negotiator

FOR THE EMPLOYER:

By Timothy Phillipart  
Timothy Phillipart, Board President

By M. Clyde Robinson  
M. Clyde Robinson, Vice-President

By Henry P. VanderLinde  
Henry VanderLinde, Secretary

By Joseph Hoffer  
Joseph Hoffer, Treasurer

By Kevin Clark  
Kevin Clark, Trustee

By \_\_\_\_\_  
Larry Gavette, Trustee

By \_\_\_\_\_  
Sally Zwiep, Trustee

3%

**HOLLAND PUBLIC SCHOOLS**  
**Education Support Personnel Association**  
**APPENDIX "A"**  
**1995-96 WAGE RATES**

	1st	2nd	3rd	4th	5th	6th	7th
<b><u>Building Services</u></b>							
Cleaner	8.76	9.11	9.46	9.82			
Day Custodian	11.99	12.16	12.60	12.89			
Night Custodian **	12.20	12.37	12.80	13.09			
Lead Custodian	12.84	13.05	13.43	13.77			
Maintenance	12.84	13.05	13.43	13.77			
Night Lead **	13.05	13.26	13.64	13.98			
<b><u>Food Service Employees</u></b>							
Lead Cook	7.14	7.82	8.17	8.50	9.16	9.81	10.48
Asst. Cook/Baker	6.61	7.28	7.63	7.97	8.40	8.97	9.57
Truck Driver	6.61	7.28	7.63	7.97	8.40		
Stock Person	6.32	7.01	7.35	7.70	8.03		
Kitchen Aide	6.06	6.73	7.07	7.42	7.76		
Server	6.06	6.73	7.07	7.42	7.76		
Lead Server - Elem.	6.26	6.93	7.27	7.62	7.96		
Lead Server - M.S.	6.47	7.14	7.48	7.83	8.17		
<b><u>Transportation</u></b>							
Bus Driver	12.16	12.33	12.72	13.06			
Bus Aide	7.87	8.25	8.67	8.97			
<b><u>Clerical</u></b>							
I	8.13	8.86	9.64	10.29		11.21	
II	8.61	9.40	10.21	10.95		11.88	
III	9.11	9.96	10.87	11.54		12.49	
IV	9.40	10.29	11.20	11.99		13.13	
V	10.15	11.20	11.99	12.80		13.81	
VI*	-	-	-	13.53		14.54	

\* This schedule pertains to secretaries employed in a Class V position prior to July 1, 1982.

\*\* Includes shift differential of \$.20/hour



3%

**HOLLAND PUBLIC SCHOOLS**  
**Education Support Personnel Association**  
**APPENDIX "A"**  
**1996-97 WAGE RATES**

	1st	2nd	3rd	4th	5th	6th	7th
<b><u>Building Services</u></b>							
Cleaner	9.02	9.38	9.74	10.11			
Day Custodian	12.35	12.52	12.98	13.28			
Night Custodian **	12.57	12.74	13.18	13.48			
Lead Custodian	13.23	13.44	13.83	14.18			
Maintenance	13.23	13.44	13.83	14.18			
Night Lead **	13.44	13.66	14.05	14.40			
<b><u>Food Service Employees</u></b>							
Lead Cook	7.35	8.05	8.42	8.76	9.43	10.10	10.79
Asst. Cook/Baker	6.81	7.50	7.86	8.21	8.65	9.24	9.86
Truck Driver	6.81	7.50	7.86	8.21	8.65		
Stock Person	6.51	7.22	7.57	7.93	8.27		
Kitchen Aide	6.24	6.93	7.28	7.64	7.99		
Server	6.24	6.93	7.28	7.64	7.99		
Lead Server - Elem.	6.45	7.14	7.49	7.85	8.20		
Lead Server - M.S.	6.66	7.35	7.70	8.06	8.42		
<b><u>Transportation</u></b>							
Bus Driver	12.52	12.70	13.10	13.45			
Bus Aide	8.11	8.50	8.93	9.24			
<b><u>Clerical</u></b>							
I	8.37	9.13	9.93	10.60		11.55	
II	8.87*	9.68	10.52	11.28		12.24	
III	9.38	10.26	11.20	11.89		12.86	
IV	9.68	10.60	11.54	12.35		13.52	
V	10.45	11.54	12.35	13.18		14.22	
VI*	-	-	-	13.94		14.98	

\* This schedule pertains to secretaries employed in a Class V position prior to July 1, 1982.

\*\* Includes shift differential of \$.20/hour

3%

**HOLLAND PUBLIC SCHOOLS**  
**Education Support Personnel Association**  
**APPENDIX "A"**  
**1997-98 WAGE RATES**

	1st	2nd	3rd	4th	5th	6th	7th
<b><u>Building Services</u></b>							
Cleaner	9.29	9.66	10.03	10.41			
Day Custodian	12.72	12.90	13.37	13.68			
Night Custodian **	12.95	13.12	13.58	13.88			
Lead Custodian	13.63	13.84	14.24	14.61			
Maintenance	13.63	13.84	14.24	14.61			
Night Lead **	13.84	14.07	14.47	14.83			
<b><u>Food Service Employees</u></b>							
Lead Cook	7.57	8.29	8.67	9.02	9.71	10.40	11.11
Asst. Cook/Baker	7.01	7.73	8.10	8.46	8.91	9.52	10.16
Truck Driver	7.01	7.73	8.10	8.46	8.91		
Stock Person	6.71	7.44	7.80	8.17	8.52		
Kitchen Aide	6.43	7.14	7.50	7.87	8.23		
Server	6.43	7.14	7.50	7.87	8.23		
Lead Server - Elem.	6.64	7.35	7.71	8.09	8.45		
Lead Server - M.S.	6.86	7.57	7.93	8.30	8.67		
<b><u>Transportation</u></b>							
Bus Driver	12.90	13.08	13.49	13.85			
Bus Aide	8.35	8.76	9.20	9.52			
<b><u>Clerical</u></b>							
I	8.62	9.40	10.23	10.92		11.90	
II	9.14	9.97	10.84	11.62		12.61	
III	9.66	10.57	11.54	12.25		13.25	
IV	9.97	10.92	11.89	12.72		13.93	
V	10.76	11.89	12.72	13.58		14.65	
VI*	-	-	-	14.36		15.43	

\* This schedule pertains to secretaries employed in a Class V position prior to July 1, 1982.

\*\* Includes shift differential of \$.20/hour

## APPENDIX "B"

- A. Longevity pay shall be paid to full-year employees according to the following schedule.\*

After completion of:

10 years \$300 per year  
or  
20 years \$350 per year  
or  
30 years \$400 per year

- B. Longevity pay shall be paid to school-year employees according to the following schedule.\*

After completion of:

10 years \$200 per year  
or  
20 years \$225 per year  
or  
30 years \$250 per year

- C. Payment for longevity shall be made each July 1 for employees who have accumulations accrued for the previous twelve (12) months.

- D. Secretaries hired before September 15, 1989, shall receive longevity differential on the following schedule:\*

1. After 10 years of service to Holland Public Schools add \$.15 per hour.
2. After 15 years of service to Holland Public Schools add \$.10 (\$.25 total) per hour.
3. After 20 years of service to Holland Public Schools add \$.10 (\$.35 total) per hour.
4. After 25 years of service to Holland Public Schools add \$.15 (\$.50 total) per hour.

\* Also see Article XXI-B

APPENDIX "C"

Holland Educational Support Personnel Association  
GRIEVANCE REPORT FORM

**Grievance #**

**Building:**

**Assignment:**

**Name of Grievant:**

**Date Filed:**

**STEP 2: SUPERVISOR LEVEL**

A. **Date Cause of Grievance Occurred:**

B. **Statement of Grievance:**

C. **Contract Sections Violated:**

D. **Relief Sought:**

\_\_\_\_\_  
*Signature of Grievant*

\_\_\_\_\_  
*Date*

E. **Disposition of Supervisor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Principal/Supervisor*

\_\_\_\_\_  
*Date*

Holland Educational Support Personnel Association  
GRIEVANCE REPORT FORM (cont.)

F. **Disposition of Grievant and/or Union:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant/Union*

\_\_\_\_\_  
*Date*

**STEP 3: SUPERINTENDENT LEVEL**

A. **Date Received by Superintendent or Designee:** \_\_\_\_\_

B. **Disposition of Superintendent or Designee:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Superintendent/Designee*

\_\_\_\_\_  
*Date*

C. **Position of Grievant and/or Union:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant/Union*

\_\_\_\_\_  
*Date*

**STEP 4: BOARD OF EDUCATION LEVEL**

A. **Date Received by Board of Education:** \_\_\_\_\_

B. **Disposition of Board of Education:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature for Board of Education*

\_\_\_\_\_  
*Date*

C. **Position of Grievant and/or Union:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature of Grievant/Union*

\_\_\_\_\_  
*Date*

**STEP 5: ARBITRATOR**

A. **Demand to Arbitrate Filed:** \_\_\_\_\_

## APPENDIX "D"

### BUILDING SERVICE - SECRETARY FOOD SERVICE - BUS DRIVER - BUS AIDE

### EVALUATION INSTRUMENTS HOLLAND PUBLIC SCHOOLS, HOLLAND, MICHIGAN

#### GENERAL PROVISIONS

The Board of Education of the School District of the City of Holland is determined that each student be provided with the maximum learning environment. Consistent with this goal is the expectation that each employee, given fair and reasonable treatment, effectively discharge the full responsibility of his/her assignment as defined in his/her job description.

The administrative supervisor has the responsibility at the beginning of the school year to review the job description, set personal goals for the coming year, and review the Evaluation instrument with each employee. Individuals to whom the employee is assigned should be actively involved in the evaluation process and in the development of the written evaluation report. The administrative supervisor also has the responsibility for the annual evaluation.

It is the intent of the evaluation process to make the employee aware of his/her strengths and weaknesses and thereby to aid him/her in achieving desired levels of performance.

The evaluation, including an evaluation conference, shall be completed by May 1. However, in the event that the performance of the employee is not satisfactory, the Required Improvement Plan and/or Evaluation Instrument may be submitted at any time during the school year. Copies shall be distributed to the employee, the administrator, and the Personnel Office.

All newly hired employees shall serve a probationary period of 60 working days. During this period, an evaluation of performance will be made (using this form) and forwarded to the Personnel Office. A decision regarding continued employment will be made at this time.

**BUILDING SERVICE**  
**EVALUATION INSTRUMENT**  
**HOLLAND PUBLIC SCHOOLS**

\_\_\_\_\_ Interim Evaluation  
 (Optional)  
 \_\_\_\_\_ Evaluation (60 day  
 Probation)  
 \_\_\_\_\_ Required Improvement Plan  
 \_\_\_\_\_ Annual Evaluation

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Please check one: \_\_\_\_\_ Job description - reviewed and current  
 \_\_\_\_\_ Job description - needs revision

Satis- factory	Needs Improve- ment	Not Satis- factory
-------------------	---------------------------	--------------------------

**EVALUATION CRITERIA**

1. **QUALITY OF WORK:** Consider: performance; neatness; creativity; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **QUANTITY OF WORK:** Consider: total output; meeting deadlines and peak workloads; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **KNOWLEDGE AND SKILLS:** Consider: Knowledge and skills in present duties; breadth of knowledge in general field or work; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **JOB APPROACH:** Consider: reliability; judgment ("common sense"); initiative; professionalism; ability to plan and organize; ability to follow instructions; ability to be flexible; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUILDING SERVICE EVALUATION CONT.**

5. **PERSONALITY AND ATTITUDE:** Consider: relationships with fellow employees; effectiveness in dealing with students, parents, or public; neat appearance; emotional stability; etc.

Comments: \_\_\_\_\_     
\_\_\_\_\_  
\_\_\_\_\_

6. **DEPENDABILITY:** Consider: attendance; punctuality; promptness; accepting responsibility; meets obligations, etc.

Comments: \_\_\_\_\_     
\_\_\_\_\_  
\_\_\_\_\_

7. **GENERAL COMMENTS AND RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECOMMENDATIONS FOR FURTHER EMPLOYMENT:**

- \_\_\_\_\_ Continued employment
- \_\_\_\_\_ Continued employment with use of Required Improvement Plan
- \_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Evaluatee: \_\_\_\_\_

Date: \_\_\_\_\_

\* The employee's signature does not necessarily indicate agreement - rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

- I disagree with this evaluation.
- I plan to file a written rebuttal.



**SECRETARY**  
**EVALUATION INSTRUMENT**  
**HOLLAND PUBLIC SCHOOLS**

\_\_\_\_\_ Interim Evaluation (Optional)  
 \_\_\_\_\_ Evaluation (60 day Probation)  
 \_\_\_\_\_ Required Improvement Plan  
 \_\_\_\_\_ Annual Evaluation

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Please check one: \_\_\_\_\_ Job description - reviewed and current  
 \_\_\_\_\_ Job description - needs revision

Satis- factory	Needs Improve- ment	Not Satis- factory
-------------------	---------------------------	--------------------------

**EVALUATION CRITERIA**

1. **QUALITY OF WORK:** Consider: performance; accuracy; neatness; creativity; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **QUANTITY OF WORK:** Consider: total output; meeting deadlines and peak workloads; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **KNOWLEDGE AND SKILLS:** Consider: Knowledge and skills in present duties; breadth of knowledge in general field or work; ability to work effectively and safely with office machines; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **JOB APPROACH:** Consider: reliability; judgment ("common sense"); initiative; professionalism; ability to plan and organize work; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**SECRETARY EVALUATION CONT.**

5. **PERSONALITY AND ATTITUDE:** Consider: relationships with fellow employees; effectiveness in dealing with students, parents, or public; neat appearance; emotional stability; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. **DEPENDABILITY:** Consider: attendance; punctuality, promptness; accepting responsibility; meeting obligations; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7. **GENERAL COMMENTS AND RECOMMENDATIONS:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RECOMMENDATIONS FOR FURTHER EMPLOYMENT:**

- \_\_\_\_\_ Continued employment
- \_\_\_\_\_ Continued employment with use of Required Improvement Plan
- \_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Secretary: \_\_\_\_\_ Date: \_\_\_\_\_

\* The employee's signature does not necessarily indicate agreement - rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

- I disagree with this evaluation.
- I plan to file a written rebuttal.

**FOOD SERVICE**  
**EVALUATION INSTRUMENT**  
**HOLLAND PUBLIC SCHOOLS**

Interim Evaluation (Optional)  
 Evaluation (60 day Probation)  
 Required Improvement Plan  
 Annual Evaluation

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Please check one:     Job description - reviewed and current  
                                Job description - needs revision

Satisfactory    Needs Improvement    Not Satisfactory

**EVALUATION CRITERIA**

1. **QUALITY OF WORK:** Consider: performance; neatness; creativity; sanitation and safety; food preparation; etc.

Comments: \_\_\_\_\_                                            

\_\_\_\_\_

\_\_\_\_\_

2. **QUANTITY OF WORK:** Consider: total output; meeting deadlines and peak workloads; etc.

Comments: \_\_\_\_\_                                            

\_\_\_\_\_

\_\_\_\_\_

3. **KNOWLEDGE AND SKILLS:** Consider: Knowledge and skills in present duties; knowledge of school lunch regulations; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively; use of basic math; etc.

Comments: \_\_\_\_\_                                            

\_\_\_\_\_

\_\_\_\_\_

4. **JOB APPROACH:** Consider: reliability; judgment ("common sense"); initiative; professionalism; ability to plan and organize; ability to follow instructions, ability to be flexible; etc.

Comments: \_\_\_\_\_                                            

\_\_\_\_\_

\_\_\_\_\_

## FOOD SERVICE EVALUATION CONT.

5. **PERSONALITY AND ATTITUDE:** Consider: relationships with fellow employees; effectiveness in dealing with students, parents, or public; neat appearance and hygiene; emotional stability; etc.

Comments: \_\_\_\_\_     
\_\_\_\_\_  
\_\_\_\_\_

6. **DEPENDABILITY:** Consider: attendance; punctuality; promptness; accepting responsibility; meeting obligations; etc.

Comments: \_\_\_\_\_     
\_\_\_\_\_  
\_\_\_\_\_

7. **GENERAL COMMENTS AND RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### RECOMMENDATIONS FOR FURTHER EMPLOYMENT:

- \_\_\_\_\_ Continued employment  
\_\_\_\_\_ Continued employment with use of Required Improvement Plan  
\_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Evaluatee: \_\_\_\_\_ Date: \_\_\_\_\_

\* The employee's signature does not necessarily indicate agreement - rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

# BUS DRIVER

## EVALUATION INSTRUMENT

### HOLLAND PUBLIC SCHOOLS

- Interim Evaluation (Optional)
- Evaluation (60 day Probation)
- Required Improvement Plan
- Annual Evaluation

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Please check one:  Job description - reviewed and current  
 Job description - needs revision

Satisfactory      Needs Improvement      Not Satisfactory

#### EVALUATION CRITERIA

1. **QUALITY OF WORK:** Consider: driving performance; reliability; accuracy in completing paper work; thoroughness in bus maintenance, warmup, gas and safety checks, cleaning; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. **KNOWLEDGE AND SKILLS:** Consider: Knowledge of State Department of Education and school policy in regard to driver regulations; ability to work effectively and safely with all appropriate equipment; ability to communicate effectively.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

3. **JOB APPROACH:** Consider: reliability; judgment ("common sense"); initiative; ability to plan and organize, follow instructions and be flexible and adaptable.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## BUS DRIVER EVALUATION CONT.

4. **PERSONALITY AND ATTITUDE:** Consider: Cooperative; positive relationships with fellow employees; effectiveness in dealing with students, parents and public; emotional stability; neat appearance; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. **DEPENDABILITY:** Consider: Attendance; punctuality; promptness; meets obligations; accepts responsibility; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. **GENERAL COMMENTS AND RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### RECOMMENDATIONS FOR FURTHER EMPLOYMENT:

- \_\_\_\_\_ Continued employment  
\_\_\_\_\_ Continued employment with use of Required Improvement Plan  
\_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Evaluatee: \_\_\_\_\_

Date: \_\_\_\_\_

\* The employee's signature does not necessarily indicate agreement - rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.

# BUS AIDE

## EVALUATION INSTRUMENT

### HOLLAND PUBLIC SCHOOLS

- \_\_\_\_\_ Interim Evaluation (Optional)
- \_\_\_\_\_ Evaluation (60 day Probation)
- \_\_\_\_\_ Required Improvement Plan
- \_\_\_\_\_ Annual Evaluation

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUILDING \_\_\_\_\_ POSITION \_\_\_\_\_

Please check one: \_\_\_\_\_ Job description - reviewed and current  
\_\_\_\_\_ Job description - needs revision

Satisfactory      Needs Improvement      Not Satisfactory

### EVALUATION CRITERIA

1. **QUALITY OF WORK:** Consider: positive and supportive to students and is able to relate effectively; observes professional ethics in dealings with others; and is cheerful and cooperative in accepting supervision.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. **KNOWLEDGE AND SKILLS:** Consider: ability to work effectively and safely with all appropriate equipment; ability to communicate effectively and perform assigned tasks.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. **JOB APPROACH:** Consider: Reliability; judgment ("common sense"); initiative; ability to plan and organize, follow instructions and be flexible and adaptable.

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BUS AIDES EVALUATION CONT.**

4. **PERSONALITY AND ATTITUDE:** Consider: Effectiveness in dealing with students, parents and public; emotional stability; neat appearance; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

5. **DEPENDABILITY:** Consider: attendance; punctuality; promptness; meets obligations; accepts responsibility; etc.

Comments: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

6. **GENERAL COMMENTS AND RECOMMENDATIONS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RECOMMENDATIONS FOR FURTHER EMPLOYMENT:**

\_\_\_\_\_ Continued employment

\_\_\_\_\_ Continued employment with use of Required Improvement Plan

\_\_\_\_\_ Termination of employment recommended. (Supporting information must be attached.)

Signature of Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Evaluatee: \_\_\_\_\_

Date: \_\_\_\_\_

\* The employee's signature does not necessarily indicate agreement - rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.

I disagree with this evaluation.

I plan to file a written rebuttal.



