

6/30/93

AGREEMENT

between

HESPERIA COMMUNITY SCHOOLS

and the

MICHIGAN EDUCATION ASSOCIATION

and its Local Affiliate the

HESPERIA EDUCATION SUPPORT PERSONNEL ASSOCIATION

Effective: July 1, 1990 through June 30, 1993

Hesperia Community Schools

AGREEMENT

This Agreement made and entered into this 25th day of February, 1991, by and between Hesperia Community Schools, hereinafter referred to as the "Employer," and the Michigan Education Association and its local affiliate, the Hesperia Education Support Personnel Association, hereinafter collectively referred to as the "Association."

RECOGNITION

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

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

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

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

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

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

Regular part-time employee: A regular part-time employee is an employee who is working less than thirty-five (35) hours per week on a regular schedule in a position classified as permanent.

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

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

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

REPRESENTATION

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

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

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

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

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

Section 2.5. Bargaining and Special Conference Time. Employee participation as Bargaining Committee members or in Special Conferences is a voluntary activity engaged in on behalf of the Association and the employees which it represents. Employees shall not normally be paid for time spent in these activities but the Employer reserves the right to pay employees at their regular straight time rate of pay for all time lost from their regular scheduled hours if it requests to schedule these activities during working hours. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

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

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

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

ASSOCIATION SECURITY

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

The Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to bargaining unit members who are not members in good standing of the Association. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Section shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

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

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

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

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

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

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

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

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

MANAGEMENT RIGHTS

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

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

Section 4.2. Discipline. The Employer agrees that discipline shall be for just cause. For purposes of this Agreement, discipline shall include all actions of the Employer that can adversely affect an employee's future employment, such as reprimands, suspension with or without pay, or discharge. Discipline shall not normally be administered for off-duty actions unless the action relates to or affects the performance by the employee of their assigned duties.

Section 4.3. Discipline Procedures. The Employer agrees to notify an employee of the specific reasons for any discipline. In instances where the Employer desires to conduct an investigatory interview with an employee, the employee shall be entitled upon request to have an Association representative present at the interview. The Employer shall allow an Association representative to be present during the administration of discipline upon request of an employee, but shall not be required to withhold the administration of the discipline more than twenty-four (24) hours in instances where an Association

representative is not readily available; provided, however, that the Employer shall not be prevented from administering immediate suspension or discharge by the unavailability of an Association representative in appropriate circumstances.

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

Section 4.5. Snowplowing Assignment. Maintenance, custodial and bus driver employees may volunteer to perform snowplowing work. Employees wishing to volunteer may place their names on a snowplowing list each year in order to become eligible for snowplowing assignments. Volunteers will be selected to work based upon their seniority, the senior employee being first called. Employees who refuse snowplowing work when called may be removed from snowplowing work at the discretion of the Employer.

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

WORK STOPPAGES AND ILLEGAL ACTIVITY

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

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

Step 1. Oral Procedure. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint. A member of the Association's Grievance Committee may be present at this meeting, if requested by the employee. A request for a member

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

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

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

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

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

Section 6.3. Arbitration. The Association may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's office within thirty (30) working days following the receipt of the Board's written disposition in Step 4 of the grievance procedure. If the Board fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Association may request arbitration by filing the arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this Form to the Employer through the Superintendent's office not later than thirty (30) working days following the date the Board's written Step 4 disposition was due. The grievance may thereafter be submitted to arbitration. If the Association does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

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

Section 6.5. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule upon a specific grievance considered settled. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services from substitute employment that the employee may have received from any source during the period in question.

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

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

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

Section 6.9. Time Computation. A working day under the time procedures established in the grievance procedure shall mean calendar days excluding Saturdays, Sundays and other days that school is not in session; provided, however, that weekdays during scheduled summer vacation periods shall be considered to be working days.

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

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

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

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

SENIORITY

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

Section 7.1. Probationary Period. All new employees shall be considered to be on probation and shall have no seniority for the first ninety (90) days of actual work following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional thirty (30) days of actual work with the prior written approval of the Association. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Association shall report probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

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

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

- (a) If the employee quits or retires.
- (b) If the employee is terminated or discharged and the termination or discharge is not reversed.
- (c) If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a satisfactory reason.
- (d) If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a satisfactory reason.

- (e) If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a satisfactory reason.
- (f) If the employee is convicted of a felony.

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

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

HOURS OF WORK

Section 8.0. Workweek. The workweek for FLSA purposes for all employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The Employer reserves the right to change the workweek whenever it determines that operating changes warrant such a change.

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

- (a) Custodian - eight (8) hours.
- (b) Secretaries - eight (8) hours.
- (c) Aides - at least seven (7) hours.*
- (d) Cooks - at least seven (7) hours.

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

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

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

Section 8.2. Overtime. Employees wishing overtime work shall indicate their interest to the Employer. The Employer will endeavor to equalize overtime among all employees in the particular job classification who indicate an interest in being assigned overtime work, but reserves the right to assign necessary overtime work to the least senior employee who has the necessary skills to perform the required work.

Section 8.3. Meal Periods. All full-time and full-time school year employees, except for custodians, will be allowed a one-half (1/2) hour meal period with pay. Custodians receive the same one-half (1/2) hour meal period, but without pay. This meal period shall be scheduled by the Employer at or near the mid-point of the scheduled day. Regular part-time employees will receive the same meal periods if they are scheduled to work six (6) or more continuous hours on a particular day. Secretaries may elect to take a one (1) hour paid break by forfeiting the two (2) fifteen minute break periods set forth in Section 8.4 below.

Section 8.4. Break Periods. The Employer will endeavor to provide full-time and full-time school year employees a fifteen (15) minute break period during the first half of their workday and a fifteen (15) minute break period during the second half of their workday. Regular part-time employees will receive the same break periods if they are scheduled to work six (6) or more continuous hours on a particular day. All break periods will be scheduled by the Employer so as not to interfere with the Employer's operations.

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

- (a) School cancelled prior to 7:00 A.M. or the normal reporting time. Employees other than custodians are not to report to work, but the Employer reserves the right to require individuals to report to work to perform necessary functions. Employees other than custodians will be paid for their regularly scheduled hours on that day as long as the cancellation of that day will not cause the Employer to lose state aid payments, but shall not be paid for hours lost on days that must be rescheduled in order to avoid a loss of state aid. Custodians are required to report for work at 10:00 A.M., and will thereafter work a shift of not more than six (6) hours to perform duties related to the reason for the school cancellation, but will be paid for all hours actually worked or 100% of their regularly scheduled hours for the day, whichever is greater.

- (b) School dismissal after 7:00 A.M. or after the employee's regular reporting time but prior to normal end of school. Employees other than custodians will be released to go home fifteen (15) minutes after the students are dismissed, but the Employer reserves the right to require individuals to work later to perform necessary functions. Employees will be paid for all hours actually worked or 100% of their regularly scheduled hours for that day, whichever is greater. Custodians are required to report for work at their regularly scheduled time and will thereafter work a shift of not more than six (6) hours.

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

LAYOFF AND RECALL

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

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

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

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

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

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

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

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

Section 9.2. Recall. When it is determined by the Employer to increase the work force after a layoff or to fill a vacancy, employees with seniority previously laid off from that classification will be recalled in order of seniority, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform the required work. In the event that there are no employees with seniority previously laid off from the classification who presently have the necessary qualifications, skill and ability to perform the required work, employees with seniority laid off from other classifications will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill and ability to perform the required work. The recall procedure shall be utilized prior to posting a vacancy for bid by individuals working in other classifications. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.3. An employee shall not be required to accept recall to a position that is not equivalent in hours to the position previously held.

Section 9.3. Recall Procedure. When employees are to be recalled from layoff, the following procedures shall be followed:

- (a) The Employer shall give the employee notification of recall together with the required return to work date by certified mail (addressee only), sent to the employee's last known address.
- (b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within five (5) working days after delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the five (5) working days period shall be considered to have volun-

tarily quit, unless the employee's failure to respond by the required date is for emergency reasons.

- (c) Recalled employees are required to report for work on the required return to work date or within ten (10) workdays following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

JOB TRANSFERS

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

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

Section 10.1. New Job Probationary Period. Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

Section 10.2. Temporary Transfers. The Employer reserves the right to temporarily transfer employees in order to meet its operational needs, but shall endeavor to keep transfers to a minimum and for a minimum period of time. In the event that there are no volunteers, the Employer shall assign the least senior employee who is qualified for the temporary transfer, but reserves right to temporarily assign a more senior employee in instances where

it is necessary for the least senior employee to remain at their assigned work. An employee temporarily transferred for a period of more than one (1) day shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

Section 10.3. Bus Run Assignment. Bus drivers shall carry forward their driving assignments from year to year. New runs and runs newly available shall be posted for bid in accordance with Section 10.0, Permanent Vacancies, above. Extra trips shall be assigned on the basis of seniority on a rotation basis beginning with the most senior driver and proceeding through the seniority list. With notification to their supervisor, an employee with an assigned extra trip may trade that trip with another employee who has an assigned extra trip.

LEAVES OF ABSENCE

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

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

- (a) Paid sick leave will be earned by full-time, full-time school year, and regular part-time employees at the rate of one (1) day for each month of active service that the employee is anticipated to work during that school year (i.e., full-time and regular part-time employees earn twelve, and full-time school year and regular part-time school year employees earn ten). For purposes of this Section, a "day" equals the number of hours (or runs) in an employee's regular schedule for that year. Paid sick leave will be credited to the use of employees on the first day of work each school year for employees who report for work on that date, and on the first day of actual work for employees who are unable to report for work on the first day of school or for new employees who commence work after the first day of school.
- (b) Employees may utilize accrued paid sick leave when they are unable to work due to illness, injury, or other disability. Disability associated with pregnancy, miscarriage, abortion or childbirth shall be treated as any other disability. Employees may also use accrued paid sick leave for illnesses of their spouse, parents, or minor and/or dependent children that necessitate the employee's presence with that individual.
- (c) An employee shall notify the Employer of the need to utilize paid sick leave as far in advance as possible. If the Employer has reason to believe that an employee is abusing paid sick leave, the Employer may require as a condition of the paid sick leave a physician's certificate setting forth the reasons for the sick leave. Falsely setting forth the reasons for the absence may subject the employee to discipline.

(d) Unused paid sick leave days may accumulate up to a maximum of seventy-five (75) days, after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used. Employees whose employment status with the Employer ends shall not be paid for accrued but unused sick leave benefits.

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

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

Section 11.3. Workers' Compensation Leave.

A. A leave of absence for a period of not more than twenty-four (24) consecutive months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Workers' Compensation laws of the State of Michigan and is receiving payments from the Employer, subject to the Employer's right to require medical proof. At the completion of the twenty-four (24) month period, the Employer may grant an extension of the leave for up to an additional twelve (12) months if the employee can

present evidence from their treating physician that there is a substantial likelihood that the employee will be able to return to work during the period of extended leave. An employee whose leave ends prior to their being able to return to work will be considered to be on layoff with rights to return in accordance with Section 9.2, Recall. The Employer may require at any time, as a condition of continuance of a Workers' Compensation leave of absence, proof of a continuing inability to perform work for the Employer.

B. Employees who incur a work related injury or disease for which they are receiving Workers' Compensation benefits may utilize accrued paid sick leave days, including days available under the sick leave bank, charged to the employee's sick leave account on a pro rata basis, to maintain the difference between the employee's net take-home pay based upon forty (40) hours or the number of hours in their regular work schedule, whichever is lesser, and the Workers' Compensation benefits received. It is agreed between the parties that this use of paid sick leave is not a wage continuation program as that term is utilized in the Workers' Compensation Act. In the event that this use is claimed to be a wage continuation program by the Board's Workers' Compensation carrier, the parties agree to renegotiate this subsection. As a condition of receipt of such supplemental payments, the employee agrees to reimburse the Employer for any duplicate amounts received in instances where paid sick leave is utilized and Workers' Compensation later provides payment for the same days.

Section 11.4. Unpaid Personal Leave of Absence. The Employer may, in its discretion, grant an employee an unpaid personal leave of absence. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the Superintendent. Such requests shall state the reason for the leave. With the exception of leaves of absence for child care purposes immediately after the birth or adoption of a child, unpaid personal leaves of absence will not normally be granted for periods in excess of thirty (30) calendar days. An extension of personal leave of absence may be granted by the Employer in its sole discretion, provided the extension is requested in writing prior to the termination of the original leave period.

Section 11.5. Paid Personal Business Leave. Each employee shall be granted two (2) paid personal business leave days each school year to attend to business that cannot be conducted at any other time other than during the employee's workday. Employees desiring to utilize a paid personal business day shall submit a written request to their supervisor indicating the date and time requested for the leave and the reason for the leave.

- (a) The request for business leave shall be submitted forty-eight (48) hours before taking such a leave (except in cases of emergency).
- (b) Personal business leave cannot be used to extend a holiday or a vacation period.
- (c) Personal business leave cannot be used for recreational purposes or for personal enterprise.
- (d) Personal business leave is not cumulative, but unused personal business leave days shall be added to the employee's sick days at the end of the year.
- (e) In cases of emergency personal business leave, the written request shall be submitted upon the employee's return to work.

- (f) One (1) day shall be exempt from the restrictions of (b) and (c) above, and shall not require a reason stated on the written request. In addition to the above, custodial personnel may use one (1) additional day deductible from accrued sick leave each school year to attend to personal business as outlined above.

Section 11.6. Funeral Leave. An employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. An employee shall notify his/her immediate supervisor of the length of the funeral leave, up to three (3) days, and the actual dates of the leave.

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

Section 11.7. Jury Duty Leave. Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (1) days per calendar school year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the employee's straight time regular rate of pay for the number of hours that the employee would have been scheduled to work but for the jury duty leave, and the amount the employee received from the court shall be turned over to the Superintendent's office. In order to be eligible to receive jury duty pay from the Employer, an employee must:

- (a) Be a full-time employee who has completed the probationary period;
- (b) Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
- (c) Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
- (d) Return to work promptly after being excused from jury duty service.

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

Section 11.9. Return to Work After Leave of Absence. Employees returning from leaves of absence will be reinstated as soon as possible to their former job classification, but within three (3) days of their notice to the Employer of their intent to return to the former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the

necessary qualifications, skill and ability to perform the work in an effective and efficient manner. In the event that the employee returning from a leave of absence does not qualify nor has the skills and ability to perform the work in an effective and efficient manner, he/she shall be deemed on "layoff" status and provisions of "layoff and recall" shall apply.

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

Section 11.11. Sick Bank. A sick leave bank is created as follows:

A. Each employee shall donate one (1) day of sick leave each year until the bank is built up to four (4) days per bargaining unit member at which time no more days will be added on a yearly basis until the bank falls below fifty (50) days. Additions will be made to the bank at the beginning of the school year or at the time during the year when the bank falls below 50 days.

B. Employees must exhaust all of their personal sick days which have been accumulated before they are eligible to make withdrawals from the sick bank. Employees withdrawing days from the sick leave bank will not have to replace those days except as a regular contributing member of the bank.

- (1) In the event that the Association receives written documentation of alleged abuse of the sick leave bank from the Board, its representative or an Association member, the Association shall require the employee to furnish to the Association and the Board of Education a letter from his/her physician stating that he/she was unable to return to work because of illness and/or disability. A copy of this request for verification shall be provided to the Board.
- (2) Should the employee not furnish a letter from his/her physician stating that he/she was unable to return to work because of illness and/or disability, the Board shall not be required to pay the employee for the days in question. Employees shall only be denied payment for proven occurrences of sick leave abuse.
- (3) Employees shall not be denied future access to the bank on the basis of any prior abuse as long as the employee can provide a letter from his/her physician stating that he/she was unable to return to work because of illness or disability.
- (4) The Board may require a second medical opinion and will pay any expense incurred not covered by health care insurance. The employee shall pick one of up to three physicians selected by the Association President and the Superintendent.

C. Sick bank days may be used for the same purposes as accumulated sick days in Section 11.1.

D. Bargaining unit members will be allowed to use up to forty-five (45) days per school year from the sick bank and must be on the job and capable of performing their job at least one day before they may withdraw days from the sick bank.

E. The sick bank will accumulate to a number greater than four (4) times the number of bargaining unit members in any year when new bargaining unit positions are created, or when the previous years' accumulation will not yield a total of four (4) days per bargaining unit member.

Example:	Year 1 we have	125	days in sick bank
	Year 2 add	51	
	Year 3 add	51	
	TOTAL	<u>277</u>	

The added total will yield 227 days, which is 23 days over 4 X 51. According to the formula we would not contribute any days in year 4. However, if a new bargaining unit position were to be created, the new employee would have to contribute one day which would increase the total to 228.

HOLIDAYS

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

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

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

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

It is understood that employees may be requested to work on holidays in accordance with normal scheduling procedures. The Employer shall seek volunteers for such work. If necessary, the least senior employee may be assigned. In the event that school is closed on the first day of deer hunting season, it will be considered a paid holiday for full-time, full-time school year and regular part-time employees.

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

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

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

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

VACATIONS

Section 13.0. Vacation Leave. All full-time employees shall be granted vacation leave with pay based upon their length of continuous service with the Employer in accordance with the following schedule:

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

Vacation leave is credited to eligible employees on their anniversary date of each year. Employees who leave the employ of the Employer for reasons other than discharge for just cause prior to their anniversary date in any year shall accrue any vacation leave for that year. Vacation pay shall be computed at the straight time hourly rate an employee is earning at the time the vacation leave is taken.

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

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

Section 13.3. Vacation Scheduling. Employees may schedule time off for their vacation during the twelve (12) months following their anniversary date each year upon proper notice as determined by the Employer, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with the fundamental operation of the Employer. Vacation requests should normally be submitted in writing by the employee five (5) days in advance of the period requested. In the event that more than one (1) employee within a particular classification desires to take vacation during the same period, approval of the vacation requests shall be guided by the seniority of the employees concerned. Vacation leave will only be granted in periods of one (1) complete day or more. Employees are required to take their vacation leave during the twelve (12) months following their anniversary date, and all vacation leave not used during that period shall be forfeited; provided, however, that up to ten (10) days of vacation may be carried over to the next year.

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

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

INSURANCE

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

The open enrollment period shall be jointly established by the Employer, the Association and the carrier, including opportunities for summer pre-

enrollment and fall open enrollment. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and shall make arrangements satisfactory to the Employer for payment of the required monthly premium, if any.

Section 14.1. Dental Care Insurance. The Employer will make available a group insurance program covering certain dental expenses for full-time, full-time school year and regular part-time employees and their eligible dependents. The insurance program currently provides coverage as set forth in Appendix B of this Agreement. The specific terms and conditions governing the group insurance program are set forth in detail in the Master Policy or Policies governing this program as listed by the carrier or carriers.

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

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

	<u>Full-time</u>	<u>Full-time School Year</u>
1990-91	\$322/mo. (the current full premium for this coverage, excluding the cost of the SET B500 deductible)	\$266/mo.
1991-92	*	\$292/mo.
1992-93	*	\$321/mo.

* The amount paid for full-time employees shall increase by the amount of premium increase that may become effective through 6/30/93.

In addition, the Employer shall continue payment of deductible amounts up to \$500 per year for those employees in the SET B500 plan on the same terms and conditions that existed prior to the execution of this Agreement. The amount paid for full-time employees shall increase by the amount of premium increase that may become effective from ratification through 6/30/93. All premium costs in excess of these stated amounts shall be paid by the employee electing to have the insurance coverage.

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

Eligible full-time and full-time school year employees not electing health insurance coverage may apply up to \$50.00 per month toward a variable or fixed option plan as mutually agreed between the Employer and the Association. If a husband and wife are both employees of the Employer, only one may elect health insurance and the other shall select options.

Section 14.3. Payment of Dental Care Insurance Premiums. During the term of this Agreement, the Employer agrees to pay the full amount of the dental premium, \$44.55 per month for 1990-91, for all eligible full-time employees, and to increase this payment by the amount of premium increase that may become effective from ratification through June 30, 1993. The Employer agrees to pay \$26.71 per month for 1990-91 for full-time school year employees and bus drivers who are regularly scheduled to drive three (3) runs per day, and to increase this payment by the amount of premium increase that may become effective from ratification through June 30, 1993.

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

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

Section 14.5. Obligation to Continue Payments.

A. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff or unpaid leave of absence commences. Employees may continue insurance benefits on a month-by-month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work as of the first (1st) day of the premium month following the date of the employee's return to work.

B. The provisions of this Section notwithstanding, the Employer shall continue insurance premium payments for individuals on Workers' Compensation leaves of absence for a period of three (3) months after the month in which the employee has exhausted all of his/her sick leave, including all days drawn by the employee from the sick leave bank under Section 11.11 of this Agreement.

WAGES AND PREMIUM PAY

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

Section 15.1. Job Classifications. The Employer maintains job descriptions for all job classifications covered by this Agreement. These job descriptions contain a summary of duties to be performed and the qualifications for the position. If the Employer establishes a new classification covered by this Agreement, the Association shall be provided prior to the implementation of the classification with the title of the new classification, a description of the job to be performed and the proposed wage rate. If the Association believes the proposed wage rate is inappropriate or if the Association believes that a substantial change in the duties of an existing classification has occurred, the Association shall, within fifteen (15) calendar days after notification of the proposed wage rate or after the institution of the changed duties, advise the Employer in writing of its intention to request bargaining over this wage rate or its claim that a new classification has been created. In the event that the Association does not request bargaining within the fifteen (15) calendar day limit, the proposed wage rate shall be considered to be the agreed upon wage rate for the classification or the changed duties shall be considered not to have created a new classification.

Section 15.2. Overtime Pay. Employees shall be paid one and one-half (1-1/2) times their regular straight time rate of pay for all hours worked in excess of forty (40) in any workweek, and two (2) times their regular straight time rate of pay for all hours worked on Sundays.

Section 15.3. Bus Driver Required Extra Time.

A. The time required for student discipline conferences and reporting flasher violations will be paid at the waiting time rate for any time over thirty (30) minutes, retroactive to the first minute.

B. Drivers who wait with a disabled bus and who, by doing so, exceed their "normal" run time shall be compensated for any such time at the waiting time rate from the first minute.

C. Drivers shall be paid at the extra trip rate for all time spent at required training meetings.

D. Drivers who are required to run errands, make deliveries or delay their run in any way and, by doing so, exceed their "normal" run time shall be compensated for any such time at the waiting time rate from the first minute.

E. Bus drivers will not be required to personally load or unload materials they are required to transport as directed by the Superintendent, the Superintendent's designee, or the transportation supervisor. If the driver feels that the materials being transported impeded upon the safe operation of the vehicle, the driver will report the concern to the transportation supervisor for appropriate action.

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

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

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

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

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

Section 15.8. Bus Driver Year End Pay. On the first pay day on or after January 25th of each year and again on the first pay day on or after June 15th of each year, bus drivers with regularly assigned routes who have worked the previous ninety (90) or ninety-one (91) days in the school year will receive a lump sum payment of \$300.00, less appropriate deductions. Bus drivers with regularly assigned routes who work less than the 90 or 91 days shall be entitled to prorated payments based on the ratio of days they actually worked to 90 or 91 days respectively. For purposes of this section, days worked shall include paid sick leave, paid funeral leave, paid jury duty leave, and all days actually worked.

Section 15.9. Longevity. The Board shall pay eligible employees longevity pay in addition to their regular rate of pay. The effective date shall be July 1, 1990, and longevity shall be figured and paid commencing with the employee's anniversary date according to the schedule herein.

MISCELLANEOUS

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

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

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

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

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

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

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

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

Section 16.7. Discipline of Students. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and disci-

pline of students in the bargaining unit members' assigned work area.

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

Section 16.9. Uniforms. In the event that the Employer determines to require employees to wear uniforms, the Employer will provide them uniforms without cost of acquisition to the employee.

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

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

Section 16.12. School Improvement.

A. An employee's participation in the School Improvement process will be voluntary on the part of the employee.

B. An employee's participation, or lack thereof, will not be part of the employee's evaluation.

C. Any suggestions or recommendations from the School Improvement Committee that runs counter to this Agreement shall be presented to both sides subject to the ratification process prior to implementation.

AGREEMENT

Section 17.0. Term of Agreement. This Agreement shall become effective on the date ratified and shall remain in full force and effect through June 30, 1993, at 11:59 p.m.

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

Section 17.2. Intent and Waiver. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

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

HESPERIA COMMUNITY SCHOOLS

MICHIGAN EDUCATION ASSOCIATION

APPENDIX A

Effective July 1, 1990, the following hourly rates of pay shall be paid:

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yrs.</u>
Servers	5.24	5.50	5.77	6.03
Cooks	6.24	6.51	6.77	7.04
Secretarial	6.94	7.21	7.47	7.74
Elementary Secretarial				8.73
Aides	6.58	6.85	7.11	7.38
Paraprofessionals	6.90	7.16	7.42	7.70
Custodians	7.82	8.09	8.35	8.62
Maintenance	8.27	8.53	8.80	9.06

Longevity payments (based on anniversary date of hire):

10-14 years	\$.05/hour
15-19 years	\$.10/hour
20 or more years	\$.15/hour

Bus Drivers

Regular Runs - Miles/Day

1-35 miles	\$28.48
35.1-45 miles	29.36
45.1-55 miles	30.16
55.1-65 miles	30.84 + .10/mile over 55 miles a day
65.1 and over	31.70 + .10/mile over 55 miles a day

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

Other

Voc School*	11.79/run
Catholic	23.29/run
Extra Trips	6.44/hour
Waiting Time	4.85/hour

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

APPENDIX A

Effective July 1, 1991, the following hourly rates of pay shall be paid:

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yrs.</u>
Servers	5.53	5.80	6.09	6.36
Cooks	6.58	6.87	7.14	7.43
Secretarial	7.32	7.61	7.88	8.17
Elementary Secretarial				9.17
Aides	6.94	7.23	7.50	7.79
Paraprofessionals	7.28	7.55	7.83	8.12
Custodians	8.25	8.53	8.81	9.09
Maintenance	8.72	9.00	9.28	9.56

Longevity payments (based on anniversary date of hire):

10-14 years	\$.05/hour
15-19 years	\$.10/hour
20 or more years	\$.15/hour

Bus Drivers

Regular Runs - Miles/Day

1-35 miles	\$30.05
35.1-45 miles	30.98
45.1-55 miles	31.82
55.1-65 miles	32.54 + .10/mile over 55 miles a day
65.1 and over	33.44 + .10/mile over 55 miles a day

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

Other

Voc School*	12.44/run
Catholic	24.57/run
Extra Trips	6.80/hour
Waiting Time	5.12/hour

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

APPENDIX A

Effective July 1, 1992, the following hourly rates of pay shall be paid:

	<u>Start</u>	<u>6 mo.</u>	<u>1 yr.</u>	<u>2 yrs.</u>
Servers	5.83	6.12	6.42	6.71
Cooks	6.94	7.25	7.53	7.84
Secretarial	7.72	8.03	8.31	8.62
Elementary Secretarial				9.63
Aides	7.32	7.63	7.91	8.22
Paraprofessionals	7.68	7.97	8.26	8.57
Custodians	8.70	9.00	9.30	9.59
Maintenance	9.20	9.50	9.79	10.09

Longevity payments (based on anniversary date of hire):

10-14 years	\$.05/hour
15-19 years	\$.10/hour
20 or more years	\$.15/hour

Bus Drivers

Regular Runs - Miles/Day

1-35 miles	\$31.70
35.1-45 miles	32.68
45.1-55 miles	33.57
55.1-65 miles	34.33 + .10/mile over 55 miles a day
65.1 and over	35.29 + .10/mile over 55 miles a day

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

Other

Voc School*	13.12/run
Catholic	25.92/run
Extra Trips	7.17/hour
Waiting Time	5.40/hour

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

APPENDIX B
INSURANCE COVERAGE

The hospitalization insurance program provides the following coverages

^Full time employees -SET B500
Full time employees
and regular part-time employees -SET B

The dental insurance program provides the following coverages:

Full time employees -SET DENTAL

Full time school year and regular part time employees-Delta Dental
100-50-50.

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Letter of Understanding Regarding Aides and Paraprofessionals

The parties have agreed in Appendix A to a wage scale for all classifications. The provisions of Appendix A notwithstanding, an employee in the Aide classification who has fifteen (15) or more years of continuous employment with the Employer shall be paid \$.10 per hour more than the top rate for the Aide classification.

The current library aide, Mrs. Finch, is paid \$.30 per hour higher than the Aide classification, in addition to her longevity. Notwithstanding the provisions of Appendix A, Mrs. Finch will continue to be paid \$.30 per hour plus her longevity more than the Aide rate as long as she continues to be assigned duties as a library aide.

For purposes of this Agreement, individuals assigned a position as an O.C.S. Aide, Classroom Aide, Health Clerk and Library Aide are considered to be in the Aide classification. Employees assigned a position as an Elementary Library Aide or Chapter 1 Aide are considered to be in the Paraprofessional classification.

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Letter of Understanding Regarding Vacation Accrual

The parties have agreed in Section 13.0. Vacation Leave, to restrict the granting of vacation leave with pay to full time employees. As long as Marlene Kolbe continues her current work schedule, she shall be considered a full time employee but shall not be eligible for 20 days of vacation until completion of 15 years of service.

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

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

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

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Letter of Understanding Regarding Employee Status

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

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Letter of Understanding Regarding Phyllis Eitniew

Phyllis Eitniew is presently a full time custodian, even though she has not always worked all of the summer months. The parties agree that as long as Phyllis Eitniew continues in her current position in the custodial classification, she will be eligible for all benefits afforded full time custodial employees even if she does not work the full summer schedule.

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Letter of Understanding Regarding Section 15 of this Agreement

The parties have agreed that newly negotiated benefits will not be paid retroactively for the 1990-91 school year. Under Section 15, the payments of \$300.00 to be paid after each 90 or 91 days of work for drivers will be paid in 1990-91 as follows:

The \$300.00 schedule to be paid in June will be paid in full. The \$300.00 scheduled to be paid January 25 in 1990-91 will not be paid in full but \$150.00 of that money will be added to this year's June payment of \$300.00.

Therefore, the Employer will pay each driver a sum of \$450.00 according to Section 15 for the year 1990-91 only. Succeeding years of 1991-92 and 1992-93 the bonus payments will follow the language in Section 15.7.

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Letter of Understanding Regarding Section 10.0

The parties have agreed that in Section 10.0, Permanent Vacancies, the Employer will review the qualifications of all bargaining unit members who apply in writing for a posted permanent vacancy. The Employer will only consider applicants outside the bargaining unit if the bargaining unit member's qualifications do not meet job qualifications set forth in the posting of the position.

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

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Letter of Understanding Regarding Temporary Employees

Section 10.0 of the Master Agreement states that "a permanent job or vacancy does not include vacancies caused by leaves of absence of less than one (1) year or positions which the Employer intends to fill for less than forty-five (45) work days...." Therefore, the parties agree that, for the purpose of definition, a temporary vacancy shall be considered as a vacancy caused by a leave of absence of less than one (1) year or a position which the Employer intends to fill for less than forty-five (45) work days.

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