



HESPA Master Agreement

DRAFT Master Agreement
between the
Board of Education of the
School District of the City of Holland
and the
Holland Education Support Personnel Association

MEA/NEA

July 1, 2023 – June 30, 2025

(Updated: 8/9/2023)

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PREAMBLE

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

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

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

ARTICLE 1: PURPOSE AND EXTENT OF AGREEMENT

This Agreement entered into this 19th day of October, 2020, by and between the Holland Educational Support Personnel Association - Michigan Education Association/National Education Association (HESPA/MEA/NEA), hereinafter called the "Union," and the School District of the City of Holland, hereinafter called the "Employer."

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

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

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

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

ARTICLE 2: DISTRICT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the Michigan General School Laws or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Employer shall continue to vest exclusively in and be exercised exclusively by the Employer. Such rights shall include by way of illustration and not by way of limitation, the right to:
 - 1. Manage and control its business, equipment and operations.
 - 2. Continue its rights, policies and practices of assignment and direction of its personnel and scheduling.

3. Direct the working forces, including the right to hire, promote, evaluate, discipline, transfer and determine the size of the workforce.
4. Determine the services, supplies and equipment necessary to continue its operation.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health qualifications.
7. Determine overall goals and objectives as well as the policies affecting the educational programs.
8. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
9. Determine the size of the management organization, its functions, authority, the amount of supervision and the table of organization.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

ARTICLE 3: RECOGNITION

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

ALL SECRETARIAL AND CLERICAL, MAINTENANCE AND GROUNDS EMPLOYEES, COURIER, BUS DRIVERS, VAN DRIVERS, BUS AIDES AND FOOD SERVICE EMPLOYEES

Excluded positions will be Secretary to the Superintendent and Secretaries to Assistant Superintendents, custodial foreman, any grounds position filled with high school and/or college students when the above positions are not able to be filled with qualified staff through the normal hiring process, food service employees and bus aides who work less than one (1) hour per day or less than five (5) hours per week, supervisors, administrators, casual substitutes, other certified and non-certified personnel and all other employees.

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

For the purposes of administering the terms of this Agreement, employees will be classified as one of the following groups: full-time full year, part-time full year, full-time school year, or part-time school year.

1. Full-time full year employees are scheduled to work between 1,820 and 2,080 hours per year for twelve (12) months per year. The period of employment is July 1 to June 30 for this

classification. If an employee was hired prior to September 15, 1989, and works at least 30 hours per week, they will remain as full-time full year employees.

2. Part-time full year employees are scheduled to work less than 1,820 hours per year for twelve (12) months per year. The period of employment is July 1 to June 30.
3. Full-time school year employees are scheduled to work 30 hours or more per week. The period of employment is between August 1 and June 30. Some employees in this category may be required to work additional days.
4. Part-time school year employees are scheduled to work less than 30 hours per week. The period of employment is between August 1 and June 30. Some employees in this category may be required to work additional days.
5. If a part-time employee is temporarily scheduled to work at least thirty (30) hours per week for twelve (12) consecutive weeks, then the employee shall be considered a full-time employee until such time as the employee is returned to part-time status.

ARTICLE 4: UNION RIGHTS AND REPRESENTATION

- A. Use of Building and Facilities. In accordance with District facility and use guidelines, the Union and its representatives shall have the right to conduct Union business on school property or use school equipment at times which do not interfere with or interrupt normal school operations or the employees' duty time.
 1. In the event that special custodial service is required, the Employer may make reasonable charges for such service.
 2. Appointments for building usage shall be made consistent with district policies concerning building usage.
 3. Upon arrival, the Union representative shall confirm with the person in charge of the building where the business is to be conducted.
 4. The Union shall be responsible for proper use of all facilities and equipment, including leaving them in the same condition as they were prior to the Union's use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use and shall be liable for any damage caused to said equipment by improper use by individuals using it for Union business.
- B. Information Provided to the Union. The Employer agrees to provide the Union with any information required by law concerning the Employer. The Employer further agrees to provide the HESPA President with reports relevant to HESPA as are available to the Board at the same time they become public information.
- C. Posting of Union Notices. The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. All Union materials so posted will be identified as Union material and shall generally pertain to, by way of illustration and not limitation, union meetings, social events of the union, and union election notices.

- D. Intra-School Delivery Service. An intra-school delivery service shall be provided for Union use. The Union shall indemnify and save the Employer harmless against and from any and all liability that may arise out of or by reason of actions taken by the Employer to comply with this paragraph, provided that the Employer does not initiate any such legal action. The Union shall, when the Employer is sued individually or jointly, make available competent legal counsel for such defense at the expense of the Union and the MEA and NEA. The Union shall have the right to negotiate a settlement to any such action.
- E. Union Leave. Upon the request of the Union President, four (4) days for Union purposes shall be granted at Employer expense. Up to six (6) additional days shall be granted with the Union paying for the substitutes involved. All requests shall be made in writing.
- F. Notice of Changes in Employee Status. The Employer shall notify the Union President of any hires, transfers, and changes in hours, rate of pay and termination of employees within five (5) working days of such changes.
- G. By September 30 of each year, the Employer will provide to the HESPA President, via e-mail and attached Excel document, a complete listing of bargaining unit members that includes the following:
 - 1. First and Last Name
 - 2. Start date of employment
 - 3. Classification/position assigned/place of work
 - 4. Rate of pay per hour, daily hours, and days per year
 - 5. School email address

ARTICLE 5: EMPLOYEE RIGHTS AND PROTECTION

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

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

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

Verbal warnings shall be documented on the HESPA Verbal Warning Notice. Such notice is an agreed upon and negotiated document. These Verbal Warning Notices shall be placed in a

Verbal Warning file that shall not be considered a part of the employee Personnel File. A copy of the Verbal Warning Notice shall be given to the employee.

- C. Discipline. It is agreed and understood that, under normal circumstances, the following progressive system of discipline shall be followed in disciplining employees:
 - 1. Verbal warning by appropriate administrator.
 - 2. Written warning by appropriate administrator.
 - 3. Written reprimand by the appropriate administrator.
 - 4. Suspension with or without pay.
 - 5. Dismissal.
- D. Serious Violations. In the event of serious violations, the Employer may impose any penalty up to and including discharge as is reasonable under the circumstances without going through the progressive steps set forth above. The Union may grieve the reasonableness of any penalty in any given situation.
- E. Written Responses to Discipline. Any employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate administrator. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board.
- F. Right to Union Representation. An employee shall be entitled to have a representative of the Union present during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised immediately of said possibility, however, in case of extreme offenses, immediate disciplinary action may be taken.
- G. Access to Personnel Files. Employees shall have access to their own personnel files in the presence of the Director of Human Resources or his/her designee. Employees shall have access to their own personnel files during normal business hours, provided that examination of the files shall not interfere with normal duties. An employee may give written authorization to a representative to examine the file. A copy of such authorization shall be given to the administration and shall become part of the personnel file.
- H. Non-Discrimination. The parties shall not discriminate on the basis of race, creed, religion, color, national origin, age, sex, or marital status and/or handicap.
- I. Complaint Procedure. Complaints Against Employees
 - 1. Any complaint about an employee or employees that is to be placed in a file shall be put in writing, with the names of the complainant(s), date, and details of the complaint. The employee shall be given a copy of any such complaint when it is put in the file. The District shall ask any complainant(s) to meet with the employee, to provide the employee and the complainants with the opportunity to try to resolve the issue.
 - 2. The District shall investigate the complaint to determine its accuracy before placing it in the employee's file or taking any other action. If the complaint is untrue or inaccurate, it will be

expunged from all District files and no further action will be taken by the District. (This paragraph shall not apply to complaints by District administrators.)

3. The employee shall have the right to attach a written response to any complaint, and this written response will be attached to all copies of the complaint.
 4. If the provisions contained in this paragraph are not followed, the complaint may not be used in any disciplinary action against the employee, and will not be included in any District files.
 5. The District may withhold the name(s) of the complainants from the employee in extreme or unusual circumstances, or if compelled otherwise by law. The Association may grieve the reasonableness of withholding the complainant's name in any given situation.
- J. Damage to Clothing/Personal Property. The Employer will reimburse employees for loss, damage or destruction of clothing or personal property of the employee resulting from an interaction with a student while on duty in the school, or the school premises, or while on school-sponsored trips. Reimbursement will be made only if the employee is able to provide verification of the cost of the item(s) damaged or destroyed or verification of the repair. The reimbursement will not be paid if the loss is covered by insurance or involves the employee's automobile.
- K. Employer-Required Physical Examinations
1. If the Employer reasonably believes that an employee is not physically and/or mentally able to perform his/her duties, the Employer may require the employee to undergo a physical and/or psychological examination in accordance with the provisions contained herein.
 2. The Employer shall indicate in writing the reason(s) for requiring an examination, including the conduct of the employee that led the Employer to question whether or not the employee was physically and/or mentally able to perform his/her duties.
 3. The employee shall be examined by a doctor selected by the Employer and paid for by the Employer.
 4. The doctor shall provide the Employer with his/her conclusion regarding whether or not the employee is able to perform his/her duties, as well as any finding of any medical or psychological condition which is related to the employee's ability to perform his/her duties. The Employer shall only be entitled to medical or psychological information directly related to the employee's ability to perform his/her duties.
 5. If, as a result of this examination, the doctor states that the employee cannot return to work, the employee shall have the right to be examined by his/her own personal doctor, at the employee's expense.
 6. If there is conflict between the opinions of the two doctors, the employee shall have the right to a third opinion. The third doctor shall be selected and paid for by the Employer, and shall be from a different facility, corporation or practice than the first Employer-selected doctor.
 7. The employee shall not lose pay or sick leave for work time lost during the testing period.
 8. The employee shall receive a complete copy of all doctors' reports or findings. In order to protect the employee's privacy rights, the employee shall determine whether or not to

provide the Employer with copies of the doctor's reports and findings, except for the information that is required to be provided under section 4 above.

9. If, as a result of these provisions, an employee is placed on involuntary leave or the Employer takes other actions which the employee disputes, the employee may utilize the grievance procedures contained in this Agreement.
- L. Reporting of Assault: Any case of assault upon a staff member arising out of the performance of the staff member's professional responsibilities at school or school sponsored functions shall be promptly reported to the Board or its designated representative.

If requested by the staff member or required by statute and/or policy, the District shall promptly notify local law enforcement officials of any alleged assault by a student and ask law enforcement to conduct an investigation into the potential criminal conduct of the student. This provision applies to any student in any grade level, including special education students, regardless of the level of impairment or disability. The Board shall provide the staff member with paid time off without charge to any compensable leave bank needed for the handling of the incident by law enforcement and judicial authorities. The employee must provide written verification and if possible advance notice of the need to handle the matter on paid time.

ARTICLE 6: GRIEVANCE PROCEDURE

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

Step One - Informal Meeting

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

An informal grievance meeting may be waived by the employee or the union for grievances involving discipline.

A formal grievance may be initiated in the event a concern, complaint or grievance cannot be resolved by informal discussion. In the case of a disciplinary grievance, the grievant or Association may waive the Informal Meeting.

Step Two - Formal Grievance

The grievance shall be submitted in writing to the immediate supervisor, with a copy to the Union representative, within TWENTY (20) days following the act or condition on which the grievance is based, except that grievances concerning discipline shall be filed within TEN (10) days. The immediate supervisor shall within ten (10) days of receipt of the grievance meet with the grievant(s) and the Union to hear the grievance. The immediate supervisor shall within ten (10) working days of the meeting with the grievant(s) and the Union present his/her decision in writing to the grievant(s) with a copy to the Union representative.

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

Step Three - Superintendent's Disposition

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

Step Four - Board Disposition

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

Step Five - Arbitration

1. Individual grievants shall not have the right to process grievances at Step Five. If satisfactory disposition of the grievance(s) is not made as a result of Step Four, the Union shall have the

right to appeal the dispute to an impartial arbitrator under and in accordance with the rules of the American Arbitration Association. Such appeal must be made within twenty (20) days from the date of receipt of the decision at Step Four.

2. Powers of the Arbitrator

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

- a. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. The arbitrator shall have no power to establish salary scales.
 - c. The arbitrator shall have no power to rule on any of the following:
 - i. The termination of services of any probationary employee.
 - ii. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
 - iii. Any matter involving the content of an evaluation, unless it is a claim of failure to follow contract procedures.
 - d. The arbitrator shall have no power to change any practice, policy or rule of the Employer, nor to substitute his/her judgment for that of the Employer as to the reasonableness of any such practice, policy, rule or any action taken by the Employer. The arbitrator's power shall be limited to deciding whether the Employer has violated the expressed articles or sections of this Agreement; and he/she shall not imply obligations and conditions binding upon the Employer from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the Employer.
 - e. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Employer to decide. In rendering a decision, an arbitrator shall give due regard to the responsibility of the Employer and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - f. There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Union, its members, the employee or employees involved and the Employer.
 - g. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.
- E. Claim For Back Pay: The Employer shall not be required to pay back wages accrued more than twenty-five (25) days prior to the date a written grievance is filed.
1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of the back pay.
 2. No decision in any one case shall require a retroactive wage adjustment in any other case.

ARTICLE 7: WORK YEAR

- A. Work Year. The normal work year for full-year employees shall be twelve (12) months, July 1 through June 30. The normal work year for school year employees shall be in accordance with the teachers' calendar unless the employee is required to work additional days as determined by their position.
- B. Relief Periods. For each four (4) hours worked, an employee shall receive one (1) fifteen (15) minute relief time.
- C. Summer Work Schedule. All employees shall be notified of the summer work schedule (June 15 through August 15) annually by May 15, absent extenuating circumstances.
- D. Offset of Additional Hours. If mutually agreeable to the employee and the supervisor, an employee who works additional hours on any one day may reduce their regularly-scheduled work hours to offset the additional time, but the employee will not be required to do so.
- E. Work Week. The normal work week for employees shall be Monday through Friday, unless the position when created or vacated designates a work week other than Monday through Friday.
- F. Notification of Work Hours. School year employees shall be notified by June 30 of their tentative first day of work and August 1 of their hours and calendar of days for the upcoming school year, provided the calendar is finalized.
- G. School Cancellation – Custodian and Maintenance Pool. Maintenance, grounds and courier employees are expected to report on school days canceled due to inclement weather or an Act of God and shall receive wages for their regularly scheduled hours provided they report to work within two (2) hours of their regular starting time. If an employee is not required to report or is unable to report to work, the employee may use personal leave or vacation as compensation for the lost time.
- H. School Cancellation – Food Service, and Transportation. Food Service, and Transportation employees shall not be required to work on student days canceled due to mechanical issues, inclement weather or an Act of God. The employees shall be paid for the first two (2) days school is canceled. The Board may require the most qualified least senior employee to report for work. If called to report, the member shall be guaranteed a minimum of one (1) day's pay. If school is canceled after a food service or transportation employee has reported (within 15 minutes of their scheduled punch in time), and is required to work, the employee shall be paid for a full day's work. If school is canceled after a food service or transportation employee has reported (within 15 minutes of their scheduled punch in time), and is not required to work, the employee shall be paid for two (2) hours of work and may be required to work those two hours. When school is canceled beyond two (2) days, an employee may use personal leave or vacation as compensation for the lost time.

When school is delayed for mechanical issues, inclement weather or an Act of God, Food Service, employees are expected to report at their usual time. When school is delayed for mechanical issues, inclement weather or an Act of God, transportation employees are to report at a time that is later than their normal starting time and this later starting time would be equivalent to the length of the delay. (For example, if a driver normally reports at 7:00 a.m. and school is delayed for two hours, the driver shall report two hours later than his/her normal 7:00 a.m. report time and will report at 9:00 a.m.).

I. School Cancellation – Secretary

1. Central Office and MTC Secretary: On Code One days, Secretarial and clerical employees shall not be required to work. The employees shall be paid for the first two (2) days school is canceled. When school is canceled beyond two (2) days, an employee may use personal leave or vacation as compensation for the lost time. On Code Two OR DELAYED days canceled due to mechanical issues, inclement weather or an Act of God secretarial and clerical employees shall be required to report to work at their regularly scheduled time.
2. School Building Secretary and Clerical: School building secretary and clerical shall not be required to work on student days canceled due to mechanical issues, inclement weather or an Act of God. The employees shall be paid for the first two (2) days school is canceled. When school is canceled beyond two (2) days, an employee may use personal leave or vacation as compensation for the lost time. When school is delayed for inclement weather or an Act of God, secretarial employees are expected to report at their usual time.

J. Work Day. The normal workday for full-time employees shall be at least six (6) consecutive hours plus an unpaid, duty free lunch period for thirty (30) to sixty (60) consecutive minutes. For employees hired after September 15, 1989, the normal work day for full-time employees shall be at least seven (7) consecutive hours plus an unpaid, duty free lunch period for thirty (30) to sixty (60) consecutive minutes.

K. Modified Schedules During School Breaks. During the Christmas, spring and summer break periods, employees may, with the approval of the Director of Human Resources or his/her designee, modify their normal work hours and/or work schedules. The District may modify summer work schedules as long as normal work hours are not reduced.

L. Training Hours. In addition to each member's regular scheduled hours, the following hours shall be added for training/meetings:

1. Food Service – 8-12 hours
2. Secretary – 8 hours
3. Transportation – 8 hours

The district will schedule the training/meetings and notify members by October 1 of each year. If the above training/meeting hours are not scheduled by October 1, all employees in that classification will be paid for the hours on the second payroll in October. If the training is shortened or canceled, employees will still be paid for the number of hours.

M. Facilities Rental. When district facilities are used/rented by outside groups and the district requires district personnel, who will be paid beyond their normal duties, to be present at the facility during the rental period, as soon as practical, that work shall first be offered to maintenance employees on a rotating seniority basis. If no maintenance employee elects the work, the work shall then be offered to ground employees on a rotating seniority basis. If no one from either maintenance or grounds elects the work, the work may be assigned to non HESPA members.

ARTICLE 8: LEAVES

A. Paid Leave

1. Sick Leave.

- a. Full-time full year employees shall be granted sick leave hours at the rate of one (1) times their daily budgeted hours per month of active employment, accumulative to one hundred twenty (120) times their daily budgeted hours. Paid sick leave shall be considered active employment.
- b. Part-time full year employees shall be granted sick leave hours at the rate of one (1) times their daily budgeted hours per month of active employment, accumulative to one hundred (100) times their daily budgeted hours.
- c. Full-time school year employees shall be granted sick leave hours at the rate of one (1) times their daily budgeted hours per month of active employment, accumulative to one hundred twenty (120) times their daily budgeted hours.
- d. Part-time school year employees shall be granted sick leave hours at the rate of one (1) times their daily budgeted hours per month, of active employment, accumulative to one hundred times their daily budgeted hours.
- e. In the event that a full-time employee becomes part-time, the employee shall not lose any accumulated sick leave.
- f. The total of previously earned, unused sick hours plus sick hours expected to be accumulated for each fiscal year (July 1 - June 30) shall be posted to each employee's sick leave account at the beginning of the fiscal year. This sick leave shall be available for use as posted and reported on the biweekly paycheck stubs.
- g. An employee who terminates employment prior to June 30 of a fiscal year will be responsible for repaying any sick hour(s) used that normally would not have been earned or accumulated under Article 8-A-1 at the time of termination. The Employer has the right to charge this use against vacation, business leave, or regular hours worked.
- h. Sick leave may be used for absence from duty because of personal illness, injury or disability. The Employer requires a physician's verification of the illness or injury of the employee or fitness to return to work in the case of extended absences, three (3) consecutive days, or in the case of chronic absences.
- i. Up to ten (10) days of sick leave, if available, per year may be used for illness or injury in the immediate family. Immediate family is defined as spouse, children, parents and members of the immediate household with whom one has an association equivalent to family ties. The Employer may require verification of the illness or injury from the attending physician containing a statement that the presence of the employee is medically necessary.

2. Business Leave. Employees shall be granted a maximum of two (2) days of their regularly scheduled hours per year to be used for personal business. At least two (2) days' notice shall be given to the employee's supervisor, except in case of emergency. The Employer reserves the right to inquire as to the reason for such leave. Up to five (5) personal business leave days for the entire HESPA membership may be granted for days immediately before and after holiday and vacations. An employee may only utilize this option one time per school year. These holidays and vacation days include: Labor Day, Fall Break (not prior to), Thanksgiving, Winter Break, Mid-Winter Break, Spring Break, and Memorial Day. Such personal business days, if not taken, shall annually be added to accumulated sick leave.
3. Bereavement Leave. Employees will be allowed paid bereavement leave, without deduction from sick leave, for up to three (3) days (3 times the daily budgeted hours) per occurrence when there is a death in the employee's immediate family. When there are extenuating circumstances (e.g., distant travel), the employee may elect to take an additional two (2) days (2 times the daily budgeted hours) per occurrence, deductible from sick leave. Immediate family is defined as: spouse, child, parent, parent-in-law, sibling, sibling-in-law, grandparent and other members of the employee's immediate household. A bereavement leave of one (1) day (1 times the daily budgeted hours) will also be allowed to attend the funeral of other relatives or friends. This day will be deducted from accumulated sick leave.
4. Jury Duty. An employee who serves on a jury will be released from their job duties for the time served. Employees who serve in juries shall be paid at their regular rate minus jury duty pay for the time required which conflicts with their scheduled work hours. The employee must advise the Employer of the necessity for the absence as soon as the employee is advised of the obligation to serve. The employee must return to work if more than half of their regularly scheduled work hours remain.
5. Subpoenas. An employee subpoenaed to give testimony, except in his/her own defense, may be released from duties and may not have such days deducted from sick leave. Said employee will not receive more than his/her per diem pay.
6. Workers' Compensation. When it is necessary to be absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the employee shall receive the difference between his/her salary and that amount received through workers' compensation. Such difference in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the employee's paid leave accumulation. (For example: If workers' compensation pays 60% of the full pay, paid leave will pay only 40%, and the paid leave accumulation shall be charged .4 of a day for each day used).
7. Emergency Leave. Leaves of absence for emergencies which necessitate an employee's absence may be granted without loss of pay at the discretion of the Assistant Superintendent, provided such request is made with the reasons given. All requests shall be in writing and submitted prior to the beginning of the leave, when appropriate. Day(s) granted in accordance with this paragraph will be deducted from accumulated sick leave. The decision of the Assistant Superintendent shall not be grievable.

8. Abuse of Paid Leave. If it is believed by the Employer or its agents that any employee has abused any portion of the leave policy, the Employer may require an employee to submit proof of illness or submit to a physical or mental examination by a physician of the Employer's choosing to determine whether paid leave is warranted. Such requested examinations shall be at the Employer's expense. In the event that the Employer determines that an employee has abused the paid leave policy, the Employer shall charge the employee an amount equal to the pay received for the leave days taken. Such abuse may result in disciplinary action
9. Conferences. Requests for conferences shall be submitted for approval on a form provided by the Employer. If the employee's request is approved, the employee shall be paid for days at his/her regular rate and hours for which the employee would otherwise be scheduled to work. The District shall also pay any registration fees required.
10. Perfect Attendance Award. An employee who has perfect attendance (July 1 through December 31 and/or January 1 through June 30) shall receive a perfect attendance award as follows:
 - a. \$150 for full-year and school year full time employees
 - b. \$100 for full-year part time employees
 - c. \$50 for part-time school year employees

Perfect attendance shall not be adversely affected by days off due to vacation, FMLA leaves, paid business leave, jury duty, bereavement leave, contributions or repayments to the sick leave bank, or Act of God days.

11. Sick Leave Bank: The Employer shall establish a Sick Leave Bank.
 - a. The Bank shall be administered by a Sick Leave Bank Committee of two (2) representatives appointed by the union and two (2) representatives appointed by the employer. The union shall name the chairperson of the SLBC. Rules for the administration of the Sick Leave Bank shall be drawn up by the Sick Leave Bank Committee. Guidelines and procedures for administering the Sick Leave Bank shall be mutually agreed upon by the District and the Association.
 - b. The bank shall consist of voluntary employee contributions.
 - c. Employee contributions are to be made in September of each year. An employee may contribute one (1) or more days (up to a maximum of ten (10) days per year) of accumulated sick leave to the sick leave bank.
 - d. Any days left in the bank at the end of the fiscal year shall be carried over for use during the next school year.
 - e. An applying employee must:

- i. Be a contributing member of the sick leave bank during the year the application is made.
 - ii. Exhaust his/her own personal sick leave.
 - iii. Be absent for three (3) regularly scheduled work days without pay.
 - iv. Submit a written application to the Sick Leave Bank Committee.
 - v. Obtain written approval from the Sick Leave Bank Committee (SLBC). The SLBC shall act on the application within five (5) days of receipt of the application.
- f. The Employer reserves the right to request the applying employee to submit to a medical examination.
 - g. An employee may only collect paid days from the sick leave bank for days he/she would otherwise normally be scheduled to work.
 - h. Sick leave bank days will end on the date an employee becomes eligible to collect long term disability benefits.
 - i. Upon return to work, the employee shall repay the bank for days owed (number of days borrowed minus number of days contributed) at the rate of one half ($\frac{1}{2}$) day per month. If the employee retires, resigns, or for other reasons leaves the district before repaying the bank, the debt shall be waived. However, if the employee is rehired they must repay the debt as if they did not leave the district.
 - j. When an employee is absent from duty due to illness or injury compensable under the Michigan Workers' Compensation Act, the employee shall receive the difference between his/her salary and that amount received through workers' compensation. Such difference in salary shall be figured on a percentage basis, and this same percentage shall be deducted from the sick leave bank. [For example: If workers' compensation pays 60% of the full pay, the sick leave bank will pay only 40% of the full pay.] Employees on workers' compensation may receive days from the sick leave bank for a maximum of two (2) years only.

B. Unpaid Leaves.

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

able to return. If absent on a disability leave for more than one (1) year, the employee must give sixty (60) days' notice of return. An employee who is disabled for more than one (1) year shall annually provide evidence that he/she remains currently disabled but that there is a reasonable likelihood that the employee will be able to return to work in the future. The Employer reserves the right to have the employee examined by a physician of its choice and at the Employer's expense. The Employer also reserves the right to discontinue the employment of any employee where there is not a reasonable likelihood that the employee will return to work in the future.

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

2. Leaves may be granted subject to the following:

- a. Requests for leaves must be made in writing to the Director of Human Resources at least thirty (30) days prior to the anticipated date of the leave absent extenuating circumstances. Requests shall include the reason for the leave and the beginning and ending dates of the leave.
- b. At least thirty (30) working days prior to the date a leave is scheduled to expire, an employee shall notify the Employer of his/her intent to return to work.
- c. Leave shall only be granted to employees with one (1) or more years of seniority.

- d. The employee shall not receive seniority accrual, fringe benefits other than provided by law, sick leave accumulation or pay during unpaid leaves.
 - e. An additional year of extended leave time may be granted to an individual at the discretion of the Board.
3. Upon return from leave, the employee will be assigned to his/her former position, if available. If the former position is not available, the employee will be assigned, in accordance with Article 9, A, 3, to the position presently held by the least senior employee within his/her seniority classification and for which he/she is qualified.
 4. Employees who are unable to complete a school year due to illness or disability leave only, and who have exhausted their paid sick leave, shall have their health insurance benefits continued according to the requirements of the Family Medical Leave Act or for up to two months, whichever is greater.

ARTICLE 9: VACANCIES, TRANSFERS AND PROMOTIONS

A. Definitions.

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

B. Posting Procedure. All vacancies shall be provided to each employee's work email. Said postings shall contain the following information:

1. Type of work
2. Location of work (where applicable)
3. Proposed starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements (which may include any disciplinary actions more severe than a written warning for any violation within the past forty-eight (48) months).

8. Application deadline, which must be for a period of at least five (5) workdays from the time the position is posted.
 9. All written notices of the posting shall contain the procedures for application and the qualifications required for the position.
- C. Application Procedure. Interested employees MUST apply through hollandpublicschools.org by the application deadline. Applications from non-employees may be accepted and considered for all vacancies.
- D. Filling During Posted Period. While a job is being posted and pending determination of the successful applicant, the Employer reserves the right to make such transfers or hire such employees as may be necessary to fill the job on a temporary basis.
- E. Filling Permanent Vacancies. Vacancies shall be filled with qualified personnel. "Qualified" shall be defined to correspond to the job description and posting as determined by the Employer. The Employer declares its intention to give full consideration to present employees. In filling such vacancies, the Employer shall first consider the background and attainments of present employees, including the employees' length of continuous service in the bargaining unit.
- F. Notice to Employees Interviewed. Within ten (10) work days after the Employer has made its decision as to which applicant has been selected to fill a posted position, each employee applicant interviewed shall be notified via school email with a copy provided to the Union.
- G. Involuntary Transfer. When an employee is to be involuntarily transferred, the Assistant Superintendent shall give the employee advance written notice of the contemplated transfer, including written reasons for the change. The employee may request a conference with the Assistant Superintendent to discuss the issue.
- H. Pay Rate When Involuntarily Transferred. Employees shall not be placed on a lower step and/or wage level due to involuntary transfers unless the involuntary transfer is for disciplinary reasons.
- I. Filling of Temporary Vacancies.
1. A temporary vacancy need not be posted.
 2. A temporary vacancy shall first be offered to a person on layoff within that classification and who is qualified to perform the duties of the temporarily vacated position in accordance with the recall provisions set forth in Article 10.
 3. Temporary vacancies may then be filled through temporary transfer or employment of outside temporary workers at the Employer's discretion.
- J. Trial Period
1. In the event of promotion in or transfer from one bargaining unit position to another, the employee shall be given a ten (10) thirty (30) workday trial in which to show his/her ability to perform in the new position. Any absences from work shall correspondingly extend the ten (10) thirty (30) work day trial.
 2. If the employee is unable to demonstrate ability to perform the work required during the trial period, the employee may be returned to his/her previous assignment at the Employer's sole discretion.

3. The employee shall have the right to elect to return to his/her old position during the first ten (10) workdays of this trial period. In the event that the employee elects to return to his/her old position s/he shall do so without jeopardy and with no record of the trial period in his/her personnel file.
 4. The vacated position shall be filled on a temporary basis during this ten (10) day trial period. If the return rights of either party described above are not exercised, the vacated position shall be considered a permanent vacancy and shall be posted accordingly.
 5. If the temporary employee in the vacated position is subsequently hired when the vacated position is posted as a permanent vacancy, that employee shall be considered to have been in that position from the first day for purposes of seniority.
 6. The above trial period shall apply when a food service employee moves from an aide to a server position or vice versa, but shall not apply when a food service employee moves to one of the various jobs within an aide position and/or when a food service employee moves to one of the various jobs within a server position.
- K. Testing. The District has the contractual right to test potential candidates prior to hiring, and to test current employees who apply for a different position, if employees are moving to the same position in another building, no testing will be required. Such testing shall occur as follows:
1. When testing is used to fill a position, the posting will contain the following information:
 - a. The fact that new-hires or current employees applying for the position from another classification may be tested, unless applying for the same position in another building.
 - b. The subject areas, topics and skills to be tested.
 2. In addition to a written test, the district may use other types of tests, such as skills tests or demonstrations of abilities to perform required duties, which will be made known to candidates.
 3. Testing will be conducted in an area secluded from the general public.
 4. If an employee passes a test but is not selected for a position, then the employee shall not be required to retake the test for a period of one (1) year, unless the test is changed by the Employer. If any employee fails a test, he/she shall not be allowed to retake the test until a subsequent posting, or one year has elapsed, whichever occurs first.
 5. If tests are to be based on manuals, the manuals shall be provided to employees prior to testing.
 6. All tests and test questions shall be related to the actual job responsibilities of the position being filled.
 7. Employees shall be allowed to take a "practice" test prior to actually applying for any position, but may only take one "practice" test per year. However, this practice test shall not be used to qualify the employees for an actual position; and the employees will be required to retake the test if applying for a position.

ARTICLE 10: LAYOFF AND RECALL

- A. Layoff Procedure. The Employer and the Union recognize the possibility that the financial condition of the schools at a given time could necessitate a curtailment of programs on the part of the Employer, including a reduction of personnel. The parties also recognize that such determinations to reduce programs and/or personnel are within the exclusive discretion of the Employer. In the event of a reduction of personnel through layoff from employment, the following procedure will be utilized by the Employer or its designated representatives.
1. When the Employer determines it is necessary to reduce the size of the workforce by elimination of positions in a seniority classification, employees in the seniority classification shall be reduced in order of least seniority provided there are more senior employees within the seniority classification remaining who possess the skills and/or qualifications to perform the duties of the positions vacated by the least senior employees in the classification.
 2. An employee reduced from a position in their present seniority classification shall be retained in a position in another classification in which they have previously accumulated seniority, provided there is a less senior employee in that classification and the more senior employee possesses the skills and/or qualifications to perform the duties of the position.
 3. Employees shall be provided two (2) weeks' notice prior to the effective date of layoff and two (2) weeks' notice prior to the effective date of a reduction in hours, absent extenuating circumstances.
- B. Recall Procedure. When positions become available in a seniority classification, employees who have been laid off from that seniority classification shall be recalled in order of greatest seniority, provided the employee possesses the skills and/or qualifications to perform the duties of the position. Recall rights to a position shall terminate three (3) years from the date of layoff.
- C. Reduction in Hours. When the Employer determines it is necessary to reduce the number of hours of any bargaining unit position, an employee, in an effort to maintain the current number of hours worked, upon application, shall be placed in a position in their present seniority classification which would maintain their hours of employment and which is held by a less senior employee, provided the reduced employee possesses the skills and/or qualifications to perform the duties of the position. In no case shall a new employee be hired by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.
- D. Voluntary Waiver of Seniority. In the event of a layoff, the Employer and the Union may mutually agree to allow individual employees to waive their seniority rights for the purpose of the layoff. With the written approval of the Employer and the Union, employees may, at their option and without prejudice to seniority and other rights under this Agreement, waive their seniority in the instance of the Employer instituting a layoff. Such waiver, if authorized by the employee, shall not be construed to be a waiver of seniority or any other right under the contract. An employee who has been laid off under the provisions of this paragraph will be subject to recall pursuant to the procedures set forth in this section and may not subsequently bump a less senior employee prior to his/her recall.
- E. Priority Status on Substitute List. A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority

- F. Notice of Recall. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled employee shall be given five (5) calendar days from receipt of notice of recall to respond to the recall. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee responds within the five (5) day period.
- G. Forfeit of Recall Rights. An employee who declines a recall to a position with fewer hours or a lower pay rate for which he/she is qualified shall forfeit his/her rights to that position but not to future recalls. An employee who declines a recall to a position with the same hours and pay for which he/she is qualified shall forfeit his/her recall rights.
- H. Unemployment Compensation Repayment. Employees who are not full-year employees (see Article 3, B, 4) who are notified of layoff and are subsequently recalled on or before the beginning of the next school year, shall return 50% of any unemployment compensation received to the Board, and such reimbursement shall be deducted from the employee's wages throughout the school year in nearly equal amounts.

ARTICLE 11: WORKING CONDITIONS

- A. Unsafe Conditions. The Employer, Union and employees shall work together to protect the health and safety of all individuals. If an employee reasonably believes that unsafe, unsanitary, or hazardous conditions exist, he/she will report the condition to the supervisor as soon as possible.

The supervisor will investigate the matter, take appropriate action to correct any hazardous, unsanitary, or unsafe condition and notify the employee of any action taken.

- B. Equipment Provided. The Employer shall provide, without cost to the employee, the following:
 1. Approved first aid kits and materials in appropriate work areas.
 2. Adequate and approved safety equipment including but not limited to goggles, shields, barriers, hard hats, masks, gloves, other personal protection equipment, and auditory protection devices as needed. However, the Employer shall not be obligated to provide safety equipment which is of a personal nature.
 3. Maintenance:
 - a. The employer shall provide maintenance staff a \$25 per month stipend to reimburse business-related costs incurred when using their personally-owned cell phones.
 - b. The Employer shall have the option to provide shirts and pants annually to full time maintenance staff utilizing one of the options below:
 - i. through a company or
 - ii. three shirts of its choice and \$30 toward the purchase of grey pants.
 4. Food Service:
 - a. An apron and shirt as needed for all food service employees.

- b. The district shall have the option to purchase anti-slip shoes for food service staff. If shoes are purchased by the district, an employee shall receive up to \$50 towards the purchase of orthotic/medical grade shoes when
 - i. documentation of such is provided to the district by a physician and
 - ii. the shoes are pre-approved by the district for purchase.
- 5. Transportation: Reimbursement for the cost of the difference between the commercial driver licenses or the renewal of licenses required for the employee to perform his/her job or position and the cost of renewing a regular driver's license.
- C. Student Discipline. The Employer shall support and assist employees with respect to the maintenance of control and discipline of students (including inappropriate student conduct) in the employees' assigned work areas.
- D. Absent Principals. In the absence of a building principal, building secretaries shall not be made solely responsible for the supervision of the building. When a building principal is absent, a backup administrator will be identified.
- E. Immediate Supervisor Identified. For the purposes of evaluation, an employee's immediate supervisor shall be as provided in Article 13-E. For the purposes of grievance processing, an employee's immediate supervisor shall be his/her building principal or director. For the purposes of approval of vacation and leave time, approval shall be by the employee's building principal and/or director, with appeal to the Assistant Superintendent. For the purposes of determining work assignments and priorities within buildings, any conflict shall be brought to the attention of the building principal.
- F. Job Descriptions Provided. The Employer shall provide job descriptions for all bargaining unit classifications that include requirements and any special qualifications for the classification by October 1 of each year to the Union president. These job descriptions shall be updated as needed. An employee who works or has worked in more than one bargaining unit classification shall be deemed to be assigned to all appropriate classifications and shall be listed on the seniority list in all appropriate classifications. However, an employee who has worked in more than one bargaining unit classification will receive seniority credit for any particular classification limited to the time worked in that classification.
- G. Bomb Threats. In the event that a building(s) is evacuated because of a bomb threat, all bargaining unit members will be evacuated from the building until the building has been cleared by appropriate personnel. The administration may ask individual employees to help in any building search, but it is expressly agreed that no employee shall be required to participate in any building search, and further, that any employee may decline to participate in the building search without penalty or recrimination.
- H. Tulip Time. During the afternoon of the District-designated Tulip Time day, when students in their buildings are released to participate in Tulip Time activities, secretaries may be permitted by the principal/supervisor to participate as part of their job responsibilities, Tulip Time activities without loss of pay. Employees who are not excused for Tulip Time shall perform their jobs as usual.
- I. Permanent Substantial Change in Job Duties. In those instances where an employee is to have his/her job duties substantially and permanently changed, the supervisor, as a courtesy, will

seek input from the affected employee(s) prior to implementing the substantial change in duties. The purpose of this "input" is to determine the most efficient/effective change available to meet the District's objectives. Therefore, as a courtesy, the affected employee(s) shall cooperate with the supervisor/District and convey input that is constructive and consistent with the objectives of the District. The aforementioned "input" shall not be construed in any way as prohibiting or delaying the District from making job duty changes.

- J. New Classification. When a new classification is created, the parties will commence negotiations on the wage rate, hours, and benefits of the new classification. Any such negotiations shall not delay the implementation of the new classification. Once an agreement is reached, the new wages and benefits shall normally be retroactive to the first day of work in the new classification.
- K. School Email. Employees shall check emails minimally once per work day.

ARTICLE 12: SENIORITY

- A. Seniority Defined. Seniority shall be defined as the length of time within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.
- B. Probationary Period. Newly hired employees shall serve a probationary period of sixty (60) working days of uninterrupted service.
- C. Classification Placement. For purposes of this Agreement, all employees shall be placed in one of the following classifications based on their current assignments.

1. Groundskeeper	4. Bus Driver	6. Food Service
2. Maintenance	5. Bus Aide	7. Van Driver
3. Secretarial and Clerical		

- D. Seniority List. The Employer shall revise, update and send via school email, to each current bargaining unit member, the initial seniority list annually between September 1 and October 1 with corrections or objections due November 1. Thereafter, the list shall be considered final and conclusive until the next annual list is posted.
- E. Seniority Tie-Breaker. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of each employee's social security number with the highest four-digit number ranked first.
- F. Multiple Classifications. An employee who works or has worked in more than one bargaining unit classification shall be deemed to be assigned to all appropriate classifications and shall be listed on the seniority list in all appropriate classifications.
- G. Loss of Seniority. Seniority shall be lost by an employee upon termination, resignation, retirement or transfer to a non-bargaining unit position. Any employee who terminates employment and is later rehired by the Employer shall begin as a new hire from the most recent date of hire and shall not retain any seniority from previous employment with the Employer. An

employee who accepts a supervisory position with the Employer shall lose all seniority in the bargaining unit after one (1) year in the supervisory position.

- H. Seniority on Layoff. An employee on layoff shall continue to accumulate seniority for up to one (1) year. After the one (1) year, seniority shall be frozen until the employee returns to work. However, an employee who does not return to work within three (3) years after the date of layoff shall lose all seniority and be taken off the recall list.
- I. No Repeat of Probationary Period. No employee shall be required to repeat a probationary period unless said employee terminates employment with the district and is later rehired by the district.

ARTICLE 13: EVALUATIONS AND EMPLOYEE ASSISTANCE PLANS

- A. The Employer may conduct formal written evaluation of employee performance. The evaluation, including an evaluation conference, shall be completed by June 15.
- B. Employees' annual evaluations shall be based on observations of the employees' work performance. The Performance Review and Feedback, which is attached as Appendix D, will be used for such evaluations.
- C. The employee shall be provided a copy of the written evaluation and shall sign the evaluation acknowledging receipt of a copy of the document. The employee's signature does not necessarily indicate agreement, rather, that a conference has been held on the date indicated. It is further understood that the employee has the right to attach a letter of personal comment to this form.
- D. The Employer shall identify the administrator with primary responsibility for conducting evaluations for each classification of employees. The primary evaluator may contact other supervisors to solicit evaluative written input. In subsequent evaluations, failure to again note a specific deficiency that was noted in a previous evaluation shall be interpreted to mean that adequate improvement has taken place. For employees who have not been evaluated on or before June 15, their job performance will be presumed to be satisfactory, unless otherwise documented under Article
- E. Employee Assistance Plan:
 - 1. The Employer and Union recognize that alcohol or drug abuse by employees may create performance problems. The Employer and the Union are likewise concerned with addressing the employment-related health consequences to employees resulting from alcohol or substance abuse problems.
 - 2. The parties also recognized that alcohol or drug abuse problems may be treated successfully if there is early identification of the condition and where the employee voluntarily requests appropriate assistance.
 - 3. Rehabilitation is also the primary responsibility of the employee. An employee's involvement in the Plan will be completely voluntary. An employee seeking medical attention for alcohol

or substance abuse problems is entitled to the use of paid and unpaid leave as otherwise described in and as conditioned by this Agreement.

4. Any employee with alcohol or drug abuse problems impacting his/her job performance and who seeks help through the Employee Assistance Program shall not jeopardize his/her job security by virtue of such request or participation in rehabilitation. However, an employee who fails to successfully complete rehabilitation may be subject to disciplinary and other adverse employment consequences attributable to deficient or improper job performance, in accordance with the provisions of this Agreement.
5. Nothing in this section shall be interpreted as constituting any waiver of or limitation on the right of the Employer to maintain discipline or acceptable levels of employee performance, pursuant to and in accordance with the provisions of this Agreement. Employees participating in the Employee Assistance Program and/or rehabilitation will be expected to maintain satisfactory job performance. It is agreed that disciplinary sanctions imposed due to alleged violations of district policies or regulations pertaining to drug and/or alcohol abuse shall be subject to the disciplinary standards and procedures set forth in this Agreement.
6. The Employer and Union encourage employees to access appropriate professional services for addressing drug and alcohol abuse programs. In connection with the operation of its Employee Assistance Program, the Employer shall maintain a listing of local counseling and rehabilitation resources. In formulating these materials, the Employer shall also include similar programs or resources identified by the Union. The Employer shall not be responsible for either making direct referrals to such resources or for any monetary liability incurred in connection with receipt of services by the employee and his/her dependents. The identification of programs and resources by the Employer shall not be regarded as any representation by the Employer or its agents regarding the character, reliability or quality of such services or programs.

ARTICLE 14: COMMUNICATIONS COMMITTEE

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

ARTICLE 15: VACATIONS

- A. School year employees hired before 7/1/06, except food service, bus drivers, van drivers, and bus aides, will receive vacation pay according to the following:
1. Employees must be regularly scheduled to work at least 1,040 hours per year.
 2. Part-time employees shall receive vacation time at the rate of the number of hours per week they are regularly scheduled to work.
 3. Vacation shall be paid according to the following schedule:
 - a. After the 10th and through the 20th year - 3 weeks
 - b. After the 20th year - 4 weeks
 4. School year employees hired after 7/1/06 shall receive paid vacations according to the following schedule.
 - a. After the 1st and through the 10th year - 1 week
 - b. After the 10th and through the 20th year - 2 weeks
 - c. After the 20th year - 3 weeks
 5. In lieu of vacation time, vacation shall be paid at the end of the school year to eligible employees not later than the final payroll of the school year.
- B. Food service, bus drivers, van drivers, and bus aides shall be paid vacation according to the following schedule:
1. Part-time employees who work more than 1040 hours but less than 2080 hours shall receive vacation time at the rate of the number of hours per week they are regularly scheduled to work.
 2. Extra trips, summer hours and catering events are not counted in calculating vacation pay.
 3. Food service, bus drivers, van drivers, and bus aides hired before 7/1/06, shall be paid at the rate of their regularly scheduled hours at the conclusion of the school year for three (3) weeks after ten (10) school years.
 4. Food service, bus drivers, van drivers, and aides hired after 7/1/06 shall be paid at the rate of their regularly scheduled hours at the conclusion of the school year according to the following schedule:
 - a. After two (2) school years - 2 days
 - b. After five (5) school years - 5 days
 - c. After ten (10) school years - 10 days
- C. Employees eligible for vacation days shall receive 2 additional paid vacation days on non-student days to be determined by the Association and District.
- Employees not eligible for vacation days shall receive 1 paid vacation day on a non-student day to be determined by the Association and District.

- D. Full year employees who work more than 1040 per year will receive vacation pay according to the following:
1. Part-time employees shall receive vacation time at the rate of the number of hours per week they are regularly scheduled to work.
 - a. Vacation pay shall be granted as follows:
 - b. After 90 days (probationary period) - 5 days
 - c. After one (1) full year - 10 days
 - d. After ten (10) full years - 15 days
 - e. After twelve (12) full years - 16 days
 - f. After fourteen (14) full years - 17 days
 - g. After sixteen (16) full years - 18 days
 - h. After eighteen (18) full years - 19 days
 - i. After twenty (20) full years - 20 days
- E. Vacation anniversary dates will be computed as of July 1 of each year. Employees who have been employed for less than a full year will be given a prorated allowance, as applicable.
- F. Employees retiring during the school year shall receive pay for that year's accumulated vacation days upon retirement.
- G. Maintenance, courier and grounds employees requesting vacation for the summer months shall submit such requests by May 1 of each year.
- H. Requests for vacations must be submitted in writing fifteen (15) days prior to the desired vacation date. The fifteen (15) day request requirement for vacation may be waived at the discretion of the supervisor.
- I. Where more than one (1) employee requests the same vacation date(s) and work scheduling demands reasonably prohibit all requesting employees from being absent at the requested times, the affected employee(s) having the greatest seniority shall be granted his/her preferred vacation date(s) before less senior employees so long as the request is made within two (2) months of the initial request from the less senior member.
- J. Vacations shall normally be granted between the closing of school in June and the week of August. However, employees may be granted vacation time during the school year with the approval of their Supervisor.

ARTICLE 16: HOLIDAYS

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

Must Work Last Scheduled Work Day Before	Holiday	Must Work First Scheduled Work Day After
Yes	Independence Day (if regularly scheduled to work)	Yes
Yes	Labor Day	Yes
Yes	Thanksgiving Day	Yes
Yes	Day After Thanksgiving	Yes
Yes	Day Before Christmas	Yes
Yes	Christmas Day	Yes
Yes	Day Before New Year's	Yes
Yes	New Year's Day	Yes
Yes	Memorial Day	Yes

1. The above restrictions do not apply when a holiday falls during an approved vacation period.
2. In event of a substantiated illness or emergency before or after a holiday, holiday pay will be granted if the employee with a substantiated illness or emergency is on paid leave (including sick leave and vacation) on the last scheduled work day before and the first scheduled work day after the holiday.
3. If the employee is on unpaid leave on the last scheduled work day before and the first scheduled work day after the holiday (including unpaid sick leave or disability leave) holiday pay will not be granted.
4. Except for bus drivers and van drivers, an employee may take up to three (3) hours off on Good Friday, either without pay or using a vacation or personal business day. For bus drivers, the first 5 making requests for time off on Good Friday shall be granted if no other drivers are absent that day. Otherwise, the first 3 requests shall be granted.
5. If a holiday is on a Saturday or Sunday, the holiday shall be celebrated on concurrent workdays within one week.

ARTICLE 17: FRINGE BENEFITS

A. All Employees who are regularly scheduled to work at least forty (40) hours per week for the full year (i.e., 2080 hours) will have the following benefit plan:

1. "HPS HSA Plan" as defined and summarized in Appendix E-1 ("Health Benefit Summary").
 - a. Employees electing the HSA Plan shall have 100% of the annual deductible deposited into their health savings account in January. Full time employees shall pay 10% of the plan's premium through equal payroll deductions throughout the year.
2. LTD benefits shall be provided as described in Appendix E-2.
3. Term life insurance in the amount of \$20,000, plus AD&D shall be provided as described in Appendix E-3.
4. Vision benefits shall be provided as described in Appendix E-4.
5. Dental benefits providing 90:50:50:50 percent coverage of Type I-IV benefits with \$1,000 annual maximum for Type I-III and \$1,500 lifetime maximum for orthodontic benefits shall be provided as described in Appendix E-5.

Upon such time as all other full-time full year non-HESPA support staff employees have their dental benefits changed to a 90:50:50:50 plan, the dental benefits for full-time full-year HESPA members will be changed to a 90:50:50:50 benefit plan (same benefit levels that were previously provided to HESPA members).

B. All HESPA members who work more than 1040 hours per year but less than 2080 hours per year will have the following benefit plan;

1. Employees may choose the "HPS HSA Plan" as defined and summarized in Appendix E-1 ("Health Benefit Summary").
 - a. For part-time employees electing health coverage, the Employer's share will be prorated for the amount of time that the employee is regularly scheduled to work. Regularly scheduled time will be calculated using annual (July 1 - June 30) scheduled hours worked divided by 2,080. Percentages will be rounded to the nearest tenth percent. The employee will pay the balance through payroll deduction and may elect to contribute through an IRS section 125 plan.
 - i. The term "regularly scheduled to work" shall include scheduled work days, vacations, holidays, snow days, annual orientation days, summer work (any work after June 30 the day before the contracted school year schedule) and training days. The term "regularly scheduled to work" shall not include special runs in transportation, special events in food service, rescheduled snow days, or overtime.
 - ii. The proration calculation shall be
 1. signed by both the employee and supervisor,
 2. given to the employee within 30 days of the start of the school year or new position or job change,

3. recalculated if an employee's time increases more than 30 minutes per day, and
 4. not be recalculated retroactively.
- iii. If the employee and supervisor can't agree on the calculation, a meeting shall be scheduled with the employee, supervisor, union representative and Designee of the Superintendent to attempt to resolve the matter.
- b. The monthly pay deduction will be based on the member's actual percentage of monthly contribution and the type of coverage (HSA vs. HRA and SS vs. 2P vs. FF status) they elect. Said amount shall be communicated to each eligible employee any time there is to be a change in the monthly contribution due to annual rate increases. The monthly pay deduction shall be spread equally across paychecks between September and May.
 - c. The non-health benefits (A.2, A.3, A4, and A5) shall be paid by the District on behalf of each eligible member.
 - d. Employees electing the HSA Plan shall have 100% of the annual deductible deposited into their health savings account in January.
 - e. Employees electing the HSA Plan shall have 100% of the annual deductible deposited into their health savings account in January.
2. LTD benefits shall be provided as described in Appendix E-2.
 3. Term life insurance in the amount of \$20,000, plus AD&D shall be provided as described in Appendix E-3
 4. Vision benefits shall be provided as described in Appendix E-4 at the employee's cost.
 5. Dental benefits providing 90:50:50:50 percent coverage of Type I-IV benefits with \$1,000 annual maximum for Type I-III and \$1,500 lifetime maximum for orthodontic benefits shall be provided as described in Appendix E-5.
- C. Employees receiving \$350 per month cash in lieu of medical benefits as of June 30, 2015 will continue to receive \$350 so long as their eligibility for benefits and selection of cash in lieu remain uninterrupted. All other employees receiving cash in lieu of benefits will receive \$150 per month.
- D. It is expressly understood that the District must provide health insurance according to the coverage, eligibility, and terms contained in this Agreement. At no time may the District select a carrier that limits eligibility due to pre-existing conditions, nor self-fund any of the health insurance for members of the HESPA bargaining unit.
- The District may make the decision to self-fund and elect the carrier for non-health benefits so long as coverage levels, dependent eligibility and network providers remain consistent with the conditions and terms of the plans put in place by this agreement.
- E. In the event that the annual health benefits renewal is 8% or greater the District and Association agree to re-open negotiations of the health benefits plan within 20 business days of the renewal notification.
- F. Each year's open enrollment shall occur in November with the plan year beginning January 1.

Selection of fringe benefit alternatives must be authorized by the employee, in writing, on forms provided by the District during the open enrollment period, except for new-hires and changes in family status.

For the insured health plans and all non-health benefits that are not self-funded, the Employer's obligation shall be to pay the premiums and negotiated deductible amounts in accordance with this Agreement. The Employer's responsibility shall not extend to the provision of benefits unless it has failed in meeting its responsibilities which shall be limited to timely paying all premiums and negotiated deductibles. Any dispute arising out of non-payment of self-funded benefits shall be subject to the grievance procedure contained in the Master Agreement, up to and including binding arbitration.

- G. All contributions will commence on September 1 of each year and will continue through August 31 of each year for employees who complete the full school year. Should employment be severed prior to the close of the school year, other than for illness or disability, contributions shall cease as of the end of the month in which the date of termination or unpaid leave of absence occurs. Any overpayment of employee contributions shall be reimbursed.
- H. Employees hired after September 1 of the school year will have premium contributions for fringe benefits, and the appropriate pro rata contribution of the negotiated deductibles, made on the first day of the month following their first day of service.
- I. Employees who are unable to complete a school year due to illness or disability and who have exhausted all paid sick leave shall have their benefits per the terms of the Family Medical Leave Act or for two months, whichever is greater.
- J. Change in family status shall be reported by the employee to the Business Office within thirty (30) days of said change.
- K. To be eligible for the above coverage's employees must be able to satisfy all requirements of the policy before benefits are effective.
- L. All employees are advised that, upon leaving the employment of the district, they have certain legal rights to convert insurance to individual payment of premiums. Persons interested should contact the Benefits Office upon termination of employment.
- M. If a husband and wife are both members of this bargaining unit and one is receiving full family health benefits, one will elect health insurance and the other the \$150 per month annuity or both may elect annuities/options.
- N. When an employee works in more than one (1) classification, the Employer shall calculate benefits based upon the total number of hours worked in all bargaining unit positions.

ARTICLE 18: BUS DRIVERS, VAN DRIVERS AND AIDES

- A. Definitions
 - 1. A "route" is a planned round trip from the school to a designated bus stop as determined by the Employer.
 - 2. An "add-on" includes mid-day runs, PATH, Tech Center, Shuttles to ODC for Heights, and other miscellaneous trips.

3. A "run" is one or more regular routes assigned to the same driver.
 4. A "special trip" is any scheduled trip other than a regular run.
- B. Assignments. At the beginning of the school year, the Employer shall make up the bus routes and runs and shall determine the bus to be assigned. Assignment of runs shall be according to the following:
1. The remaining runs shall be filled by the most senior qualified employees in accordance with Article 9 – Vacancies, Transfers and Promotions. All runs and add-ons shall be rebid each year at least two (2) weeks prior to the first student day of the new school year. If an add-on is created after the "bid day", the new add-on shall be bid on based on seniority.
 2. All runs and add-ons shall be posted in the MTC building at least three (3) business days before the "bid day". All drivers shall be given at least three (3) business days' notice of the "bid day".
 3. The postings shall include schools and times.
 4. All drivers shall select runs in ten (10) minute time slots. The "bid day" meeting shall not be scheduled during normal driving times, including field trips.
 5. Run/Add-ons Selection Procedure:
 - a. Drivers and bus aides shall select runs/add-ons in order of their seniority, with the most senior employee selecting first. Each employee shall be allotted ten (10) minutes for selection.
 - b. Each driver and bus aide may select from any available run/add-ons.
 - c. Runs/add-ons will be put on on display in the MTC, in a room available for viewing proposed routes. Selection shall be done in a separate room.
 - d. One (1) administrator or representative selected by the administration and one (1) union representative selected by the union shall be present as observers during the entire bidding process in the run/add-on selection room.
 - e. If a bus driver or bus aide is late for his/her individual ten-minute selection time, his/her name will go to the bottom of the list. This section applies regardless of the method of selection.
 - f. Bus drivers and bus aides are encouraged to be present during the run/add-on selection process. However, in the event that this is impossible, an employee may make run selections(s) in advance of the scheduled time, by indicating his/her preferred runs, in writing, in order of preference. When it is that employee's turn to select, he/she will be assigned to the highest-ranked preference(s) still available for selection. If none of the employee's preferred runs are available, a "proxy" designated by the employee may select for the absent employee. If a "proxy" has not been named, the employee's name will go to the bottom of the list.
 6. The run/add-on selection process shall be completed prior to the first student day and new runs will be effective at the beginning of the school year.
- C. Subbing. Employees may serve as a substitute for an absent employee provided the substituting does not conflict with their regular routes or run.

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

D. Special Trips.

1. The Transportation Supervisor shall post all special trips on the "Special Trips Chart" no more than one (1) month prior to departure, for a posting period of at least one week.
2. Special trips shall be assigned to the most senior employee with the least number of accumulated special trip hours. All employees' accumulated special trip hours shall begin at zero on the first Monday each three (3) month period. Van drivers with a CDL are eligible for special trips provided they do not interfere with their regular assignment
3. In the event there is less than forty-eight (48) hours' notice, a special trip need not be posted, and the Transportation Supervisor may assign a special trip at his/her discretion and that time shall not be counted toward the covering employee's total number of special trip hours.
4. If no employee accepts a special trip and no substitutes are available, it shall be assigned to the least senior qualified employee provided no overtime occurs. If the trip would give the least senior qualified employee overtime, the special trip would be given to the next senior qualified employee.
5. All clock hours spent on special trips shall be treated as hours worked for the purposes of calculating overtime.
6. Employees on overnight special trips shall be reimbursed for meals and lodging provided the trip is more than five (5) hours and during the hours specified.

Meal	Hours	Maximum Reimbursement
Breakfast	5:00 a.m. – 7:00 a.m.	\$10.00
Lunch	11:30 a.m. – 1:30 p.m.	\$15.00
Dinner	5:30 p.m. – 7:30 p.m.	\$20.00

A receipt is required for reimbursement. Employees shall receive their meal reimbursement within one (1) month of submitting receipts. It is understood that employees shall not charge the District for the time associated with their meal breaks, which meal break period will be deemed to be at a minimum 30 minutes.

7. A new driver will be credited the highest number of hours of accumulated special trip time when first bidding for special trips.
8. Should a trip be canceled after 12 noon of the date of a scheduled trip and the driver is unable to assume his or her regular run, he/she shall receive their regular run pay. Should a driver cancel a special trip for which he/she signed up within twenty four (24) hours of the special trip, the driver shall be placed at the bottom of the special trip list.
9. The Transportation Supervisor shall post a "Special Trip List" which will include the cumulative total of special trip hours for each employee for the previous three (3) month period. This "Special Trip List" shall be redone each three (3) month period.
10. Special Trips at the Beginning of the School Year:

- a. During the first two (2) weeks of school, the Transportation Supervisor shall be permitted (but not required) to assign field trips to substitute drivers rather than regular drivers.
 - b. This exception to the normal procedure shall only apply during the first two (2) weeks of school, and shall only apply to field trips that take place at the same time as regular morning, afternoon, or noon runs
 - c. This exception to the normal procedure shall not apply when there are regular drivers available to take field trips without any conflict with their regular runs. [Example: ECC drivers are available at the beginning of the year.]
- E. Bus Runs Posted. Drivers/aides shall be notified of the bus run they have been assigned to by a posted notice in the bus lounge.
 - F. Changing Routes. Bus routes shall not be changed by drivers without the approval of the Transportation Supervisor.
 - G. Special Education Runs. The Employer shall provide specialized training for employees on special education runs, if such training is required. Drivers shall be provided health information necessary to provide a safe environment for the students.
 - H. Drivers' Jackets. The Employer will contribute 50% of the cost towards the purchase of a bus driver jacket once every three (3) years for those employees with more than one (1) year of seniority.
 - I. Overnight Trips.
 - 1. For overnight trips, drivers/aides shall be paid their normal rate for actual driving time plus a flat rate of two (2) hours at their normal rate.
 - 2. Sleeping quarters will be provided for overnight trips at district expense.
 - 3. A driver shall not be required to supervise students during non-duty time except in emergency situations.
 - J. Summer Driving. Summer driving positions shall be posted and assigned to existing bargaining unit members only if available for 100% of the assignment, by seniority rank. Summer cleaning shall first be offered to employees at \$15.00 per hour and regular pay rate applies while driving.
 - K. First Aide / CPR. All bus drivers, van drivers and bus aides are required to be trained in First Aid and CPR, and maintain First Aid and CPR certification. This training will be provided by the district and paid at the individual's regular hourly rate. If the employee fails to pass, he/she must retrain at his or her own expense. The employee must retrain and pass certification tests within 30 days of the original test, or the first time the test is available, if later.

ARTICLE 19: FOOD SERVICE

- A. Summer Program. Summer work shall be offered on the basis of seniority provided the employee is qualified to perform the duties of the position. Qualified shall be defined as having experience with using the types of equipment utilized in the summer food program.

- B. Special Events and Catering. Food service employees shall not be required to work for catering or other special events outside their regularly scheduled work hours except as provided herein:
 - 1. The Food Service Supervisor shall post all special events at the earliest date possible.
 - 2. Special events shall be assigned to the most senior qualified employee with the least number of accumulated special event hours for that school year in the affected building.
 - 3. In the event there is less than forty-eight (48) hours' notice, a special event need not be posted, and the Food Service Supervisor may assign a special event at his/her discretion and that time shall be counted toward the employee's total number of special event hours.
 - 4. If no employee within the building accepts a special event, it shall be offered to employees in other buildings.
 - 5. If no employee accepts a special event and no substitutes are available, it shall be assigned to the least senior qualified employee on the special events list, provided no overtime occurs. If the event would give the least senior qualified employee overtime, the special event would be given to the next senior qualified employee on the special events list.
 - 6. All clock hours spent on special events shall be paid at the employee's regular hourly rate except as provided for in Article 20-I overtime.
 - 7. A new employee will be credited the average number of hours of accumulated special event time when first bidding for special events. Employees who do not take special events shall not be included when calculating the average number of hours.
 - 8. Should an event be canceled after 12 noon of the date of a scheduled event, the employee shall receive two (2) hours' pay. Should an employee refuse to work a special event for which he/she signed up within forty-eight (48) hours of the special event, he/she will be credited the number of hours for that event.
- C. Tulip Time. The following provisions shall apply to Tulip Time.
 - 1. Central kitchen employees may be required to work their regularly scheduled hours.
 - 2. Central kitchen employees may voluntarily adjust their regularly scheduled hours with the approval of the supervisor.
 - 3. All adjusted hours and/or overtime shall be voluntary; provided however, that if there are inadequate volunteers, the least senior qualified employee(s) may be required to adjust hours and/or work overtime.
 - 4. Food service employees at other buildings shall not be regularly scheduled to work, but they may volunteer to work during Tulip Time, and shall be selected on the basis of seniority.
 - 5. If there are inadequate volunteers, the least senior qualified employee(s) may be required to work.

ARTICLE 20: COMPENSATION

- A. Wages. The wages for all employees shall be as set forth in Appendix A and B, which are incorporated herein and made a part of this Agreement.

- B. Changes July 1. The anniversary date for changes in wage rates, longevity, and vacation calculations shall be July 1 of each year. Employees who have served for six (6) consecutive months or more prior to July 1 shall be advanced to the next higher step where appropriate, and shall be considered to have completed one full year for the purposes of calculating longevity and vacation accrual.
- C. Pay Options. The pay schedule shall be paid in periodic increments according to the district established pay dates. The established pay dates will be either bi-weekly or semi-monthly. The District shall notify employees at least sixty (60) days prior to making any change.
- D. Shift Differential. Full-time employees who commence working after 12:00 noon for their regularly scheduled shift shall receive a shift differential of twenty cents (\$.20) per hour for all hours worked. Part-time employees shall receive this shift differential if the major portion of their regularly scheduled shift is after 5:00 p.m.
- E. Mileage. Employees who drive personal automobiles in the course of their work shall receive a mileage allowance equal to the maximum allowable by the Internal Revenue Service.
- F. Temporary Subbing. Any employee who assumes, on a temporary basis, the position of another employee in a different classification or job description for more than one (1) week shall receive the pay rate of the lowest step in the classification of the employee they are replacing or their own pay rate, whichever is greater. However, their pay rate shall not be reduced as a result of such assignment.
- G. Emergency Call In. Any grounds, maintenance or food service employee called in for an emergency shall be paid for a minimum of two (2) hours. The Board has the option of assigning such employees two hours of work. If requested for emergency work and the employee elects to complete the work from home, the employee shall be paid a minimum of one hour or for the actual amount of time spent, whichever is greater.
- H. Building Checks. A maintenance employee who is requested to make a building check on holidays or weekends shall be paid a minimum of one (1) hour. A bus driver who is called in shall be paid a minimum of one (1) hour.
- I. Overtime and Compensatory Time. The Employer shall pay overtime at the rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of forty (40) per week. The Employer shall pay overtime at a rate of one and one-half (1 ½) times the employee's regular rate of pay for all hours worked on Sundays and holidays.

Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the employee. Such compensatory time shall be at a rate of one and one-half (1 ½) times the overtime hours worked and shall be taken within two (2) pay periods of accrual of the compensatory time. If the employee is unable to take compensatory time within this time period, the employee shall be paid the overtime rate.
- J. Promotions. An employee who is promoted to a position within the bargaining unit shall be paid at the step closest to their current rate of pay but not less than their current rate.
- K. Physical and TB Test. The Employer shall pay for a basic physical examination by a Board-designated physician and for the tuberculosis skin tests and other tests required to certify the employee.

- L. Meetings and Trainings. Employees shall be paid at their regular hourly rate when attending any meetings or training related to their job responsibilities, provided that the Employer has given prior approval.
- M. Cafeteria Plan Documents. The Employer and the Union have executed the School District of the City of Holland Section 125 Plan (and related forms and documents) which is incorporated herein by reference and made a part hereof.
- N. Lead Server Pay. A lead server shall be named in each kitchen.

ARTICLE 21: VOLUNTARY DUES

A. Voluntary Membership Dues:

Each bargaining unit member may join the Association and pay union dues or decline to join the Association and not pay union dues.

ARTICLE 22: VOLUNTARY DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Employer shall deduct from the salary of that employee and make appropriate remittance for any tax-sheltered annuity program per the provisions of the Michigan Retirement Investment Consortium (MRIC). Deductions may also be made for the Lake Trust Credit Union, Holland United Way, the Holland Education Foundation, other qualifying organizations and other fringe benefits as negotiated.

ARTICLE 23: PERSONNEL FILES

- A. Before any written document is placed in an employee's personnel file, the following shall be done:
 - 1. Any document about an employee or employees that is to be placed in a file shall be put in writing and dated. The employee shall be given a copy of any such document when it is put in the file. In addition, disciplinary actions and/or complaints shall conform to the requirements contained in Article 5 (Employee Rights and Protection.) Documents that do not contain all of this information shall not be included in the employee's file.
 - 2. The employee shall receive a copy of the written document(s) before they are placed in his/her file.
 - 3. The employee shall have the right to submit a written response to the material, which shall be attached to all copies of the written document.
 - 4. The District shall conduct a thorough investigation to determine the accuracy of the document. If it is found that any portion of the document is not accurate, the inaccurate portion(s) of the document will be corrected before the document is placed in the employee's personnel files.

5. The employee shall have the right to file a grievance over the inclusion and/or accuracy of any documents to be placed in his/her personnel file, in accordance with Article 6 of the Master Agreement.
 6. In the event that such a grievance is filed, the District shall not release the disputed document(s) until after the grievance is resolved and a determination has been made over the inclusion and/or accuracy of the documents, unless otherwise compelled by law.
 7. The District shall expunge from all District files any information determined by the District and/or an arbitrator to be inaccurate.
- B. An employee shall have the right to submit a written response to any material placed in his/her file, and this response shall be attached to all copies of the written material, including but not limited to all copies provided to any third parties.
- C. In the event that any material from an employee's personnel files is provided to any third party, the employee shall be notified of the name(s) of the parties that received the information, and, upon request, shall be given a copy of all information provided to the third parties.
- D. If the District releases any material from an employee's personnel file, the District shall simultaneously release the corresponding employee's response(s) to the material.
- E. The employee evaluation forms shall contain the following statement: "This evaluation is based on the professional opinion(s) of the evaluator(s)." Any preliminary drafts of an employee's evaluation shall be expunged from all District files upon completion of the final draft of the evaluation.
- F. In the event that the District receives a FOIA request for the personnel file(s) of any employee(s), or any portion thereof, the District shall immediately provide the following to the affected employee(s) and to the Association:
1. A copy of the FOIA request;
 2. The name(s) of the requesting parties, and all documents and all communications received by the District related to the FOIA request;
 3. The District will notify the employee involved, and the employee may, within five (5) calendar days of notification, review his/her personnel file prior to the release of information. In the event the employee elects not to examine his/her file within the five (5) calendar day period, and the District has not yet released the information requested, the employee may still request to review his/her file prior to the release of information, provided the employee's review of the personnel file would not require the District to exceed the timelines required under FOIA; and
 4. Upon the employee's request, copies of all communications and documentation sent to the requesting parties by District administrators or other agents or attorneys.
- G. The District agrees that it will exempt from disclosure all public records it is allowed by law to exempt, and shall release only those records it is compelled by law to disclose.
- H. The District shall remove all disciplinary information from an employee's personnel file(s) that is more than four (4) years old, excluding suspensions without pay and discipline subject to MCL 380.1230b6.

- I. Any written documents pertaining to discipline, such as written warnings, reprimands, suspension or discharge, will be entered into the employee's personnel file no later than October 1st of the school year following the school year in which the discipline was issued. For disciplinary actions that occur during the summer vacation period, the District will have six (6) months to place the documentation in the personnel file at the Central Office. No documentation shall be placed in the personnel file later than the above-prescribed times.
- J. Each employee shall have only one (1) "personnel file," to be kept in the District's central file.
- K. Each principal and/or supervisor shall be permitted to have one (1) "anecdotal" file for each employee in his/her building. All information contained in the anecdotal file shall either be destroyed at the end of each school year, or sent to the District's central office to be included in the employee's personnel file. The principal's/supervisor's anecdotal file may also contain duplicate copies of information contained in an employee's personnel file.
- L. If any portion of this Article is found to be inconsistent with law, the parties agree that the District shall comply with the law and the parties will meet at their earliest convenience to discuss the provision in question.

ARTICLE 24: DURATION OF AGREEMENT

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

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

B. Negotiations.

1. Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term. Before each negotiation session officially adjourns, the agenda, time and place for the next session shall be mutually agreed upon by the chief negotiators.
2. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations.
3. There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one (1) by the Union. The expense for compiling and copying this Agreement shall be paid by the Employer.

- C. Term of Agreement. Except where otherwise stated, this Agreement shall become effective beginning on the 1st day of July, 2023, and shall continue in effect through the 30th day of June, 2025, at which time it shall terminate unless extended by written agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their representatives on the 14th day of August, 2023.

For the Union:

By: 
Heather Bowes, HESPA President


Melissa Tatlock, HESPA Secretary


Donna Stark, HESPA Treasurer


Jon Toppen, MEA Uniserv Director


Tim Marroquin, Board Trustee


Chris Arendshorst, Board Trustee

For the Employer:

By: 
Nick Cassidy, Superintendent


Elizabeth Colburn, Board President


Diane Ybarra, Board Vice President


Linda Falstad, Board Secretary


Mark Woltman, Board Treasurer


Lois Mulder, Board Trustee

APPENDIX A: WAGE RATES

Move to Class V: Elementary Secretaries with Registrar responsibilities and Athletic Secretary.

2023-2024: Steps shall be granted for the 2023-2024 school year.

Building Services													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Groundskeeper	\$ 16.75	\$ 16.94	\$ 17.16	\$ 17.36	\$ 17.59	\$ 17.80	\$ 18.02	\$ 18.24	\$ 18.47	\$ 18.70	\$ 18.93	\$ 19.16	\$ 19.33
Maintenance 1	\$ 19.66	\$ 19.94	\$ 20.23	\$ 20.50	\$ 20.79	\$ 21.08	\$ 21.38	\$ 21.68	\$ 21.98	\$ 22.28	\$ 22.61	\$ 22.93	\$ 23.09
Maintenance 2	\$ 24.95	\$ 25.24	\$ 25.52	\$ 25.80	\$ 26.09	\$ 26.38	\$ 26.68	\$ 26.98	\$ 27.28	\$ 27.58	\$ 27.91	\$ 28.23	\$ 28.40

Food Service													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Truck Driver	\$ 15.78	\$ 15.94	\$ 16.09	\$ 16.26	\$ 16.41	\$ 16.58	\$ 16.74	\$ 16.92	\$ 17.08	\$ 17.26	\$ 17.43	\$ 17.61	\$ 17.77
Server	\$ 15.00	\$ 15.06	\$ 15.20	\$ 15.35	\$ 15.50	\$ 15.66	\$ 15.79	\$ 15.96	\$ 16.11	\$ 16.27	\$ 16.43	\$ 16.60	\$ 16.76
Lead Server	\$ 15.18	\$ 15.33	\$ 15.48	\$ 15.62	\$ 15.77	\$ 15.93	\$ 16.09	\$ 16.25	\$ 16.41	\$ 16.57	\$ 16.74	\$ 16.91	\$ 17.07
Central Kitchen Lead	\$ 16.24	\$ 16.39	\$ 16.54	\$ 16.68	\$ 16.83	\$ 16.99	\$ 17.15	\$ 17.31	\$ 17.47	\$ 17.63	\$ 17.80	\$ 17.97	\$ 18.13

Transportation													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Bus Driver	\$ 21.44	\$ 21.69	\$ 21.95	\$ 22.21	\$ 22.48	\$ 22.75	\$ 23.01	\$ 23.30	\$ 23.57	\$ 23.86	\$ 24.16	\$ 24.43	\$ 24.61
Bus Aide	\$ 11.75	\$ 11.91	\$ 12.09	\$ 12.25	\$ 12.41	\$ 12.60	\$ 12.77	\$ 12.95	\$ 13.14	\$ 13.31	\$ 13.49	\$ 13.70	\$ 13.86
Van Driver	\$ 16.74	\$ 16.95	\$ 17.16	\$ 17.36	\$ 17.59	\$ 17.80	\$ 18.01	\$ 18.24	\$ 18.45	\$ 18.69	\$ 18.92	\$ 19.16	\$ 19.33

Clerical													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Class IV	\$ 17.55	\$ 17.79	\$ 18.03	\$ 18.28	\$ 18.54	\$ 18.79	\$ 19.06	\$ 19.33	\$ 19.60	\$ 19.88	\$ 20.15	\$ 20.43	\$ 20.60
Class V	\$ 18.93	\$ 19.17	\$ 19.46	\$ 19.71	\$ 20.00	\$ 20.28	\$ 20.56	\$ 20.85	\$ 21.16	\$ 21.43	\$ 21.74	\$ 22.05	\$ 22.21
Class VI				\$ 20.23	\$ 20.49	\$ 20.79	\$ 21.07	\$ 21.38	\$ 21.68	\$ 21.98	\$ 22.27	\$ 22.60	\$ 22.76

2024-2025: Steps shall be granted for the 2024-2025 school year.:

Building Services													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Groundskeeper	\$ 17.42	\$ 17.62	\$ 17.85	\$ 18.06	\$ 18.29	\$ 18.51	\$ 18.74	\$ 18.97	\$ 19.20	\$ 19.45	\$ 19.69	\$ 19.93	\$ 20.11
Maintenance 1	\$ 20.44	\$ 20.73	\$ 21.04	\$ 21.32	\$ 21.62	\$ 21.93	\$ 22.23	\$ 22.55	\$ 22.86	\$ 23.17	\$ 23.51	\$ 23.85	\$ 24.02
Maintenance 2	\$ 25.95	\$ 26.25	\$ 26.54	\$ 26.83	\$ 27.13	\$ 27.44	\$ 27.75	\$ 28.06	\$ 28.37	\$ 28.68	\$ 29.03	\$ 29.36	\$ 29.54

Food Service													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Truck Driver	\$ 16.41	\$ 16.58	\$ 16.73	\$ 16.91	\$ 17.07	\$ 17.24	\$ 17.41	\$ 17.59	\$ 17.76	\$ 17.95	\$ 18.12	\$ 18.31	\$ 18.48
Server	\$ 15.60	\$ 15.67	\$ 15.81	\$ 15.96	\$ 16.12	\$ 16.28	\$ 16.43	\$ 16.60	\$ 16.76	\$ 16.92	\$ 17.09	\$ 17.26	\$ 17.43
Lead Server	\$ 15.79	\$ 15.94	\$ 16.10	\$ 16.25	\$ 16.40	\$ 16.57	\$ 16.73	\$ 16.90	\$ 17.07	\$ 17.23	\$ 17.41	\$ 17.58	\$ 17.75
Central Kitchen Lead	\$ 16.89	\$ 17.04	\$ 17.20	\$ 17.35	\$ 17.51	\$ 17.67	\$ 17.84	\$ 18.00	\$ 18.17	\$ 18.33	\$ 18.51	\$ 18.69	\$ 18.85

Transportation													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Bus Driver	\$ 22.30	\$ 22.56	\$ 22.83	\$ 23.10	\$ 23.38	\$ 23.66	\$ 23.93	\$ 24.23	\$ 24.52	\$ 24.82	\$ 25.12	\$ 25.41	\$ 25.60
Bus Aide	\$ 12.22	\$ 12.39	\$ 12.57	\$ 12.74	\$ 12.91	\$ 13.10	\$ 13.28	\$ 13.47	\$ 13.66	\$ 13.84	\$ 14.03	\$ 14.25	\$ 14.42
Van Driver	\$ 17.41	\$ 17.63	\$ 17.85	\$ 18.06	\$ 18.29	\$ 18.51	\$ 18.73	\$ 18.97	\$ 19.19	\$ 19.44	\$ 19.68	\$ 19.93	\$ 20.11

Clerical													
	1	2	3	4	5	6	7	8	9	10	11	12	13
Class IV	\$ 18.25	\$ 18.50	\$ 18.76	\$ 19.01	\$ 19.28	\$ 19.54	\$ 19.82	\$ 20.11	\$ 20.39	\$ 20.68	\$ 20.96	\$ 21.25	\$ 21.42
Class V	\$ 19.69	\$ 19.94	\$ 20.24	\$ 20.50	\$ 20.80	\$ 21.09	\$ 21.39	\$ 21.68	\$ 22.01	\$ 22.29	\$ 22.61	\$ 22.93	\$ 23.10
Class VI				\$ 21.04	\$ 21.31	\$ 21.62	\$ 21.92	\$ 22.23	\$ 22.55	\$ 22.86	\$ 23.16	\$ 23.50	\$ 23.67

APPENDIX B: LONGEVITY

- A. Longevity pay shall be paid to full-year employees according to the following schedule.* After completion of:
 - 1. 10 years: \$400 per year or
 - 2. 20 years: \$450 per year or
 - 3. 30 years: \$500 per year
- B. Longevity pay shall be paid to school-year employees according to the following schedule.* After completion of:
 - 1. 10 years \$300 per year or
 - 2. 20 years \$325 per year or
 - 3. 30 years \$350 per year
- C. Payment for longevity shall be made on the first scheduled payroll following July 1 for employees who have accumulations accrued for the previous twelve (12) months.

APPENDIX C: GRIEVANCE REPORT FORM

Holland Educational Support Personnel Association

Grievant Number: _____

Building: _____ Date Filed: _____

Name of Grievant: _____ Assignment: _____

Step 2: Supervisor Level

A. Date the Cause of Grievance Occurred: _____

B. Statement of Grievance:

C. Contract Sections Violated:

D. Relief Sought:

Grievant Signature: _____ Date Filed: _____

E. Disposition of Supervisor

Signature of Principal/Supervisor

Date

F. Disposition of Grievant and/or Union:

Signature of Grievant and/or Union

Date

Grievance Number: _____

STEP 3: Superintendent Level

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee _____

Signature of Superintendent/Designee

Date

C. Disposition of Grievant and/or Union:

Signature of Grievant and/or Union

Date

STEP 4: Board of Education Level

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee _____

Signature of Board

Date

D. Disposition of Grievant and/or Union:

Signature of Grievant and/or Union

Date

STEP 5: Arbitrator

A. Demand to Arbitrate Filed: _____

APPENDIX D: EVALUATION INSTRUMENTS



Form Updated: 6-8-21

Performance Review and Feedback

- Administrative Assistants
- Check and Connect
- HESPA Staff
- Instructional Assistants
- In House Support Staff
- Paraprofessionals
- Tier 2 Providers

Name: _____ Work Year: _____
 Position/Title: _____ Date: _____
 Supervisor: _____ Type of Evaluation: **Self Evaluation** ▼

Purpose

The annual Evaluation and Growth Plan System has been developed as a vehicle to encourage growth of personnel. This tool will assist to set goals, identify areas for improvement, provide opportunity for recognition of outstanding abilities/performances identify areas for in-service training.

Timeline

Aug 15/Sept 20	Employee and supervisor to set 2 personal smart goals for the school year.
January 30	Employee and supervisor meet for a mid-year review to discuss progress toward goals or areas that may need improvement.
May 1	Employee submits a self-evaluation to supervisor. Provide supporting evidence for each 4 ranking.
June 15	Supervisor shares and discusses final evaluation with employee.

Weighting/Performance Based Compensation

The overall score will be weighted according 60% based upon the ratings section and 40% based upon the goals.

Rating Section

Identify the appropriate rating using the values to the right.

- 1 = Ineffective: Unacceptable performance
- 2 = Basic: Needs improvement
- 3 = Effective: Demonstrates consistent expected performance
- 4 = Highly Effective: Consistently exceeds expectations
- Not Applicable = Leave box EMPTY.

Work-Based Performance	Rating
Contributes time, effort and ideas towards special initiatives of the organization.	
Anticipates and adapts to evolving requirements for the position.	
Self-motivated: seeks to gain knowledge of professional skills and utilizes feedback for personal and professional growth.	
Corrects mistakes and reflects on performance for continuous improvement without the direct oversight of the supervisor.	
Willingly seeks out opportunities to meet building/student needs.	
Uses time and resources effectively to complete assigned tasks in a timely fashion.	
Shares knowledge with colleagues and to continually extend own knowledge and skills.	
Data collection/Information presented is timely and accurate.	
Makes positive suggestions to improve work environment and the organization.	
Oral and written communications/documents are accurate, timely, and free of grammatical error.	
Decisions and actions are aligned with the district's strategic plan, building, or departmental goals.	
Actively contributes through participation on committees, etc. that formulate policies, procedures and protocols, if requested.	
Able to solve problems creatively and effectively without the need for direct oversight.	
Comments Regarding Work-Based Performance:	

Interactions	Rating
Positively contributes to the climate and culture of the building/district.	
Works well with other staff/departments based upon overlapping demands.	
Takes key role in facilitating teamwork.	
Actively contributes to solving of organization/department issues.	
Interactions are respectful, reflecting genuine concern.	
Pleasant and helpful communication skills, and capable of handling matters of an extremely delicate nature.	
Discerns and is able to defuse potential confrontations.	
Comments Regarding Interactions:	

Professionalism	Rating
Maintains confidentiality	
Maintains organized and inviting workspace.	
Dresses in an appropriate and professional manner.	
Regular and reliable attendance.	
Appropriate use of work time.	
Comments Regarding Professionalism:	

Goals Section:

The employee and the supervisor should work together to establish a minimum of three performance/outcome goals.

Identify the appropriate rating using the values to the right.

- 1 = Ineffective: Does Not Meet Expectations
- 2 = Basic: Partially Met Expectations
- 3 = Effective: Met Expectations
- 4 = Highly Effective: Exceeded Expectations

Goal 1:	Rating
Planned Strategies and Activities:	
Timeline:	
How will you know that you have successfully accomplished your goal?	
Progress Toward Goal / Completion Date:	

Goal 2:		Rating
Planned Strategies and Activities:		
Timeline:		
How will you know that you have successfully accomplished your goal?		
Progress Toward Goal / Completion Date:		

Summary Comments

	Average	Final Score/Rating	
Ratings:		0.00	Finish Ratings or Goals
Goals:			
	Employee	Supervisor	
Signature:	_____	_____	_____
Print Name:	_____	_____	_____
Date:	_____	_____	_____

LETTER OF AGREEMENT: TRANSPORTATION SECRETARY

Letter of Agreement

Between the

Holland Educational Support Personnel Association

and the

School District of the City of Holland

Re: Peggy Brandl

The undersigned representatives of the School District of the City of Holland (district or employer) and the Holland Educational Support Personnel Association (HESPA or union) and Peggy Brandl (employee) agree to the following:

1. The position currently held by Peggy Brandl, secretary to the Director of Transportation and Maintenance, is a bargaining unit position covered by the Master Agreement between the union and district. This Letter of Agreement is written to temporarily modify the bargaining unit status of this position.
2. Because Ms. Brandl is currently performing supervisory duties, the district, union, and employee agree that during the period that this position is held by Ms. Brandl, it will be considered to be a non-bargaining unit position. This shall be a temporary change that continues only during the time that Ms. Brandl is in the position.
3. When this position becomes vacant, it shall automatically revert to a Classification V position in the bargaining unit and covered by the provisions of the Master Agreement.
4. The parties understand and agree that by entering into this Letter of Agreement, Ms. Brandl shall lose her status as a bargaining unit member, including but not limited to seniority and all other contractual rights.
5. Should Ms. Brandl subsequently assume another bargaining unit position, she will be considered to be a newly-hired bargaining unit member for the purpose of seniority and all other contractual rights.
6. This Letter of Agreement shall not constitute a past practice or precedent, nor a waiver of any future rights.
7. This Letter of Agreement shall take effect immediately upon ratification of the successor Master Agreement between the district and union, and shall continue in effect so long as Ms. Brandl is in the secretarial position referred to in paragraph 1 above.

FOR THE DISTRICT: _____ Dated: _____

FOR THE UNION: _____ Dated: _____

Peggy Brandl: _____ Dated: _____