

AGREEMENT

**HOUGHTON LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and

HOUGHTON LAKE ESPA

July 1, 2014

to

June 30, 2017

**Houghton Lake Community Schools
6001 W. Houghton Lake Drive
Houghton Lake, MI 48629**

PREAMBLE

- A. This Agreement is entered into by and between the Houghton Lake Board of Education, hereinafter called the "Board" and the Houghton Lake Educational Support Professionals Association/MEA/NEA, hereinafter called the "Association".

The parties acknowledge the positions in the bargaining unit are not exempt classifications for purposes of state or federal laws relating to such issues as the payment of overtime and other matters regulated by law. The inclusion of the word "Professional" in the title of the Association has no inference at present or future as to the type of positions that have a community of interest with the bargaining unit.

- B. WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment, and
- C. WHEREAS, the parties have reached certain understandings which they desired to confirm in this agreement;

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1 - RECOGNITION

- A. The Board hereby recognizes Houghton Lake Educational Support Professionals Association/MEA/NEA (or Union) as the exclusive bargaining representative, as defined in Section II of Act 336, Public Act of 1947, for "all full-time and regular part-time Custodians and Assistants (including RTC and GSRP) employed by the Houghton Lake Community Schools and excluding cooks, substitutes, supervisors and all other Employees".
- B. The term "bargaining unit member" or "Employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined, and reference to male employees shall include female employees.
- C. The term "Board", "District" or "Employer" shall be defined as the Houghton Lake Community Schools, its Board of Education and administrative employees.

ARTICLE 2 - BARGAINING UNIT MEMBER RIGHTS

- A. It is the continuing policy of the Board and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex, unless sex is a bona fide occupational qualification ("BFOQ"). The representatives of the Association and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

- B. Nothing contained within this agreement shall be construed to deny or restrict to any bargaining unit member rights she/he may have under the law or any applicable laws and regulations.
- C. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every bargaining unit member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining. As a duly elected body, exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States of America and that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association or collective negotiations with the Board or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- D. All employees will have the right to review the contents of their personnel files and receive a copy (subject to a reasonable fee) with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The bargaining unit member may submit a written response regarding any material, including complaints, and the same shall be attached to the file copy of the material. The employee may, at his/her request, have an Association representative present at such review. Responsibility for arranging for Association representation rests solely with the Association. The Employer has two working days in which to schedule the review.
- E. Employees on all shifts shall have access to a telephone for use for outgoing calls in case of emergency.

ARTICLE 3 - GRIEVANCE PROCEDURE

- A. A grievance is a claim by a bargaining unit member or group of members, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this . Grievances shall be processed as hereinafter provided. No matter involving a probationary employee is subject to the grievance procedure.

If the subject of a grievance is within the jurisdiction of a state or federal agency, such as the Michigan Employment Relations Commission (MERC), the Michigan Department of Civil Rights (MDCR) and the Equal Employment Opportunity Commission (EEOC), the grievant and Association shall not be entitled to appeal to the grievance procedure.

- B. The term "working days" shall mean working days of the week, Monday-Friday, excluding Saturday, Sunday and legal holidays.

- C. Level I

In the event that a bargaining unit member believes there is a grievance, he/she and an Association representative shall first discuss the matter with her/his immediate supervisor within ten (10) working days of the alleged violation.

D. Level II

If, following the informal discussion with the immediate supervisor, a grievance still exists, the bargaining unit member may invoke the formal grievance procedure through the Association. A copy of the formal written grievance shall be delivered to the immediate supervisor within fifteen (15) working days of the Level I discussion.

Within ten (10) working days of the receipt of the grievance, the immediate supervisor shall meet with the employee and/or Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate in writing her/his disposition of the grievance within ten (10) working days of such meeting, and shall furnish a copy thereof to the Association.

E. Level III

If the Association is not satisfied with the disposition of the grievance, the grievance shall be filed with the Superintendent within ten (10) working days of the receipt of the Level II disposition. The Superintendent and/or his/her designated representative shall meet with the Association within ten (10) working days of filing to resolve the grievance. The Superintendent shall indicate in writing his/her disposition within ten (10) working days of such meeting and shall furnish a copy thereof to the Association.

F. Level IV

If the Association is not satisfied with the disposition of the grievance, it may elect to submit the grievance to arbitration as follows:

1. If the grievance is to be appealed to arbitration, a Demand for Arbitration must be filed with the American Arbitration Association within thirty (30) calendar days from the receipt of the Level III answer.
2. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
3. The decision of the arbitrator shall be final and binding subject to judicial review.
4. Individual employees may not arbitrate a grievance.

G. This agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the arbitrator in the same manner as other collective bargaining agreements.

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in this agreement, or to determine disputed facts upon which application of the agreement depends. The arbitrator shall therefore not have authority, nor shall he/she consider his/her function to include, the decision of any issues not submitted or to so interpret or apply the agreement as to change what can fairly be said to have been the intent

of the parties as determined by general accepted rules of contract construction. The arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this agreement.

Past practice of the parties in interpreting or applying terms of the agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction), of written terms of this agreement. The arbitrator has no obligation merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable. An arbitrator shall have the authority to make decisions regarding contents of personnel files.

- H. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one issue or grievance upon its merits. Separate arbitrators shall be constituted for each grievance appealed to arbitration.
- I. The fees and expenses of the arbitrator shall be borne equally by the parties.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose. Every effort will be made to schedule grievance meetings when no work disruption would occur.
- L. Notwithstanding the expiration of this agreement any grievance properly filed during the life of the agreement may be processed until resolution.
- M. The failure of the Board's representatives to answer a grievance within the time limits set forth in this article will be construed to mean that the grievance has been denied. If a grievance is not appealed to the next step within the time limits set forth in this article, this shall be construed to mean that the grievance has been dropped or settled on the basis of the last answer to the grievance.

ARTICLE 4 - ASSOCIATION RIGHTS

- A. The Association shall have the right to use approved space in school buildings at all reasonable hours for meetings which do not interfere with the operation of the school district and scheduled activities. No charge shall be made for use of the buildings except for reasonable custodial expenses.
- B. Bulletin boards in staff lounges, electronic mail to announce Association meetings shall be made available to the Association.
- C. Qualified Association representatives shall be permitted upon authorization by an administrator to use Board equipment outside of work time, including, copying machines, calculating machines, (and) audio-visual items, FAX machines and computers when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

- D. The Board agrees to furnish to the Association in response to written requests, information which may be necessary for the Association, to process any grievance, or to develop negotiations proposals if the Board has such information reasonably available. Where the employee's identity may be revealed, the Board shall not be required to furnish information from an employee's personnel file without the express consent of the employee.
- E. The Board will allocate a maximum of five (5) days per contract year to permit a bargaining unit member or members designated by the Association to be totally absent without loss of pay to attend Association business, provided the Association reimburses the Board for the cost of the substitute(s). To be eligible to use such days, the Association shall make such request one (1) week prior to the date of the Association business. No more than two (2) bargaining unit members will be granted leave at one time unless specifically approved by the Superintendent.

ARTICLE 5 – PAYROLL DEDUCTIONS

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations contributions or any other plans or programs available through the business office.

ARTICLE 6 - DISCIPLINE, DISCHARGE AND SUSPENSION

- A. No employee who has completed the probationary period will be disciplined or discharged without just cause.
- B. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Association President of the discharge or discipline. Said written notice will contain the specific reasons for the discharge or discipline.
- C. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline-with his/her Association representative and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or discipline with the employee and the Association representative.
- D. Should the discharged or disciplined employee and/or the Association representative consider the discharge or suspension to be improper, any grievance shall be initiated at Level II of the grievance procedure. Any such grievance must be initiated within ten (10) working days of the alleged violation.
- E. Use of Past Record. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration. Where a previously issued discipline is cited as supporting the level of discipline imposed in the current case, the Association reserves the right to assert through the grievance procedure that the usage of the prior discipline was inappropriate.

F. Any bargaining unit member required to report to a member of supervision for the purpose of a disciplinary investigation shall be notified of the purpose of the investigation. The bargaining unit member shall be entitled to have an Association representative present. The meeting will not be held until the member can arrange to have a representative present.

G. Progressive Discipline Steps:

1. Verbal Warning to be Confirmed in Writing
2. Written Reprimand
3. Up to three (3) days suspension without pay.
4. Further discipline up to and including discharge.

The parties recognize that the severity of an offense may provide just cause for the acceleration of the above progression of discipline.

ARTICLE 7 - BARGAINING UNIT MEMBER PROTECTION

- A. Any case of assault upon a bargaining unit member in conjunction with his/her responsibilities to the school district shall be promptly reported to the Board. The Board will provide the bargaining unit member with legal counsel to advise the individual of her/his rights and obligations with respect to such assault and shall render all reasonable assistance to the bargaining unit member in connection with handling of the incident by law enforcement and judicial authorities.
- B. If a bargaining unit member is entitled to workers' compensation benefits as a result of an assault covered by Section A and is required to miss work due to his/her injuries, then the Board will pay the bargaining unit member the difference between his/her normal wages and workers' compensation benefits for the first thirty (30) days of absence.
- C. The Board shall reimburse bargaining unit members for any loss, damage or destruction of clothing or glasses while on duty not covered by the employee's personal vision insurance, if the bargaining unit member is not negligent, up to \$50 per incident.

ARTICLE 8 - RIGHTS OF THE BOARD OF EDUCATION

- A. The Union recognizes that the Employer has the responsibility and the authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Houghton Lake Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. The Employer when enforcing the law shall not direct or require a bargaining unit member to violate any law, or state or federal regulations.
- C. The Employer recognizes that the agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

- D. The Association recognizes that the Employer has the right to determine the financial policies and accounting procedures and to determine the number and location or relocation of its facilities.
- E. It is agreed that the Employer has the right to determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon applicable and lawful criteria and shall conform to the provisions of this Agreement.
- F. The Board has the right to continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
- G. The Board reserves the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this agreement.

ARTICLE 9 - HOURS OF WORK

- A. The normal work day for Custodians shall be eight (8) hours inclusive of a thirty (30) minute paid lunch period Monday through Friday. The summer work schedule for Custodians will normally be 7:00 a.m. to 3:00 p.m. Monday through Friday. The normal number of work weeks is 52 for Custodians.

The normal work day for Assistants will vary but will normally be between the hours of 7:00 a.m. and 4:00 p.m.

It is understood and agreed that the Board reserves the right to set the hours of work for all employees covered by this Agreement and once set, this section shall not be construed to constitute a guarantee of time worked.

A permanent change in the normal work day or starting time shall not be made without prior discussion with the Association. The District reserves the right to occasionally change an employee's starting time in case of emergency.

Once the decision has been made to substantially reduce working hours, but prior to implementation, the Board's representative shall meet with the Association President and the affected employee(s) to discuss the best method of implementation. Consideration shall be given to employee suggestions.

- B. All Employees required to work four (4) consecutive hours or more shall be entitled to a duty-free, uninterrupted unpaid lunch period of one-half (1/2) hour.

All Employees required to work six (6) hours or more shall receive a one-half (1/2) hour paid lunch.

- C. When possible, the District shall endeavor to give twenty-four (24) hours advance notice of events that require special setups or work not normally scheduled. It is recognized that in some situations management may not be able to provide advance notice.
- D. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- E. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.
- F. If overtime is necessary for Custodians, the Custodian(s) assigned to the building where the work is needed shall be given preference. Overtime for Custodians within a building will be divided as equally as practical. For purposes of this section, a Custodian who declines an offer of overtime shall be treated as having accepted the overtime for the purpose of equalizing overtime distribution.
- G. The Board agrees that it will not use supervisors or other non-bargaining unit employees to perform bargaining unit work where this would cause a decrease in the hours of a bargaining unit member or a loss of overtime.
- H. The Board agrees to pay overtime for any hours over forty (40) in the work week. Including counting all paid leave time. Double time shall be paid for any hours a bargaining unit member is required to work on Sundays.

With the mutual agreement of the Board and employee, an employee may be provided with compensatory time in lieu of overtime pay. Compensatory time shall be based upon one and one half (1 1/2) hours of compensatory time for each hour of overtime.

- I. Employees required to work on a holiday shall be paid double time.
- J. No employee shall be required to work a split shift.
- K. Minimum call in will be two (2) hours pay.
- L. Employees shall be required to notify the District's designee when they are going to be absent. The designee must be notified the night before or in case of emergency, one (1) hour before their regular starting time, or as soon as possible.
- M. Employees shall be provided with a school calendar at the beginning of each school year indicating the days they are scheduled to work. Any additional days that are added into the set calendar shall be treated as a regularly scheduled work day.
- N. The District will schedule one (1) day of in-service training for assistants which will typically be scheduled just prior to the start of the student instructional year. Attendance is mandatory and employees will be paid at their regular rate of pay.

The District reserves the right to offer or schedule additional training for assistants or requires participation in any training that may be mandated by the government. In such cases, the employee will be paid their regular rate of pay.

If training is approved or directed off site, the District will pay for mileage and expenses as afforded under Board policy.

ARTICLE 10 - INCLEMENT WEATHER

- A. If school is closed due to inclement weather Custodians will be expected to report for work except for the time allowed by the State of Michigan to be counted as pupil instruction. Shift times may be temporarily changed by the supervisor. Custodians shall suffer no loss of pay if the district determines that road conditions are such that custodians should not report. Snow day hours will be flexible to allow Custodians to report for their eight hour shift between 7:00 a.m. and 11:00 p.m. If a Custodian wishes to stay home, he/she will be charged a vacation day, a personal day or, if he/she has no vacation or personal days left, he/she will be docked for the day. No sick time will be allowed without a note from the doctor.
- B. If school is closed due to an Act of God or an equipment breakdown, bargaining unit members may be requested by their supervisor, prior to 10:00 a.m., to report for work. Bargaining unit members required to report to work when school is closed shall be paid at a rate of one and one-half (1.5) times their regular rate. With the mutual agreement of the Board and employee, an employee may be provided with compensatory time in lieu of overtime pay. Compensatory time shall be based upon one and one half (1.5) hours of compensatory time for each hour of overtime.
- C. Bargaining unit members will be compensated at their regular rate of pay for the time allowed by the State of Michigan to be counted as pupil instruction.

Whenever a school day or hours are not counted as part of the minimum days/hours of instruction by the Michigan Department of Education definition, said days/hours will be rescheduled with compensation paid to the employees when the time is made up. Days/hours will be made up according to the State minimum required days and hours of instruction.

ARTICLE 11 – VACANCIES, TRANSFERS, JOB ASSIGNMENTS

- A. A vacancy shall be defined as a position, either temporary or permanent and whether a regular work year or a summer position within the bargaining unit that is newly created or that is unoccupied by reason of employee transfer or the permanent separation (by resignation, death, discharge, etc.) of the employee formerly in the position-that the employer intends to fill.

A temporary position is a position not occupied by an existing bargaining unit member that is designed to meet a short term need within the District. The position of a bargaining unit employee on paid or unpaid leave does not constitute a temporary position and will be filled regardless of its duration in a manner determined by the District. Should a temporary position extend beyond thirty-five (35) working days, it will be posted under the provisions of this article.

The transfer of a position to another building or an increase or decrease in hours of a position where an employee is assigned will not result in the posting of the position.

- B. A vacancy shall be posted at least five (5) working days on the District's website before it is permanently filled and a copy will be forwarded to the Association President on the first day of posting on the website. The administration will make every attempt to fill the job within thirty (30) days.
- C. When filling a vacancy in a particular classification, preference will be given to bargaining unit members currently employed in that classification on the basis of seniority in the classification provided the employee is qualified for all duties. Next, consideration shall be given to qualified applicants within other classifications, then to laid off members of the bargaining unit on a seniority basis before hiring from outside the bargaining unit.
- D. Requests for transfer shall be made in writing with the Business Office and/or the appropriate supervisor.
- E. When a job assignment requires training the employee currently in that assignment shall take the training. All training costs shall be provided by the Board and all travel costs (i.e. mileage, meals, etc.) shall be reimbursed.
- F. A new hire must be finger printed and have a criminal record check completed at the district's expense before commencing employment.
- G. All Assistants hired under the same job description and who are responsible for similar duties may be assigned to their specific positions by their immediate supervisor. For example, five assistants hired under the same job description at the middle school may be assigned to their specific classrooms by their immediate supervisor.

ARTICLE 12 – SENIORITY

- A. Seniority will be defined as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees will not accrue seniority while on any unpaid leave of absence or layoff, however, employees will retain their earned seniority status while on leave or layoff. Employees who transfer from one classification in the bargaining unit to another classification will retain their seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer. Ties in seniority shall be resolved by drawing lots.

Seniority classifications for purposes of this agreement shall be:

Assistants (Includes RTC and GSRP)

Custodians

- B. An employee will lose his/her seniority and further employment rights for the following reasons:

1. He/she quits.
 2. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
 3. He/she fails to return to work within ten (10) working days after the issuance by the Employer of notice of recall by certified mail to the last known address of such employee as shown on the Employer's records, except in case of emergency.
 4. He/she is absent from work without advising the Employer of such absence.
 5. He/she overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified and approves.
 6. He/she retires.
 7. Employee is laid off for a continuous period of three (3) years.
- C. Seniority, as of the first working day in the bargaining unit shall be used in computing retirement benefits, sick leave, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).
- D. New bargaining unit members shall serve a sixty (60) work day probationary period. Fringe benefits begin after completion of the probationary period. Days falling during the summer recess period shall count if actually worked by the employee. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment. Probationary employees may be subject to discipline and discharge at will and without access to the grievance procedure.
- E. A seniority list, by job classification, will be maintained by the District and provided annually to the Association by October 1 and additionally upon their written request. Any objections to the seniority list shall be filed in writing and corrections where appropriate made within fifteen (15) days of the October distributions. Thereafter the list shall be final and conclusive.

ARTICLE 13 - LAYOFF AND RECALL

- A. In the event a staff reduction is necessary, the Union will be notified as soon as the Board definitely determines to reduce staff. Employees to be laid off will be given thirty (30) calendar days written notice. Copies of the written notice shall be sent to the Association President.

A staff reduction is defined as the loss of a position or the reduction in hours if that reduction in hours would result in a change in contribution toward insurance benefits.

- B. Should the Board determine the need for any layoffs of personnel, reductions will be by seniority within each classification (see article 12-A) after all probationary employees are

laid off. However, seniority need not be followed or probationary employees laid off first in the event doing so would result in the remaining employees being unable to do the work.

- C. A bargaining unit member who is displaced from his/her position shall have the option of bumping into a position held by someone of lesser seniority within the classification provided he/she is qualified or could become qualified within fifteen working days. The displacements will be facilitated at a meeting of employees in the impacted classification.
- D. An employee who has seniority in more than one (1) bargaining unit classification and whose position is being effected by a staff reduction will be subject to assignment to the former classification if the employee is not reassigned within their present classification.
- E. Laid off bargaining unit members shall be entitled to recall for a period of three (3) years to vacancies in bargaining unit positions on the basis of seniority within that classification provided they have the ability and are physically able to perform the duties of the job that is vacant and are otherwise qualified.
- F. Notice of recall will be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, he/she will be considered to be a voluntary resignation.

ARTICLE 14 - WORKLOAD AND ASSIGNMENT

- A. The Board has the right to establish new positions and to assign the classification and rate of pay for that position. Written notice of the new position will be given to the Association President and the notice will include the proposed classification and rate of pay. If within ten (10) business days of receipt of the notice the Association disagrees with the classification or rate of pay, the parties will meet to negotiate a permanent classification and pay rate and any other necessary conditions related to the new position the parties determine necessary.
- B. In those cases where a bargaining unit position undergoes a substantial change in responsibilities, the Association may demand bargaining regarding the rate of pay, hours and conditions of employment.
- C. An attempt will be made to have all assistants in a building working at least six (6) hours before an additional assistant is employed if the time can be so arranged.

This provision shall not be used to arbitrarily reduce the hours and benefit level of current bargaining unit positions.
- D. If there is a dispute regarding whether a new position is within the bargaining unit, the Association reserves the right to discuss the inclusion of the position with the District prior to seeking its inclusion through the Michigan Employment Relations Commission's procedures.
- E. Special Education /Medical Assignments

1. Assistants who work with special education students in a one on one environment will attend all IEPC meetings in order to provide input and to fully understand the behavior plan for which they are responsible. These employees shall receive the appropriate training applicable to their assignments; i.e., CPI, CPR, first aid, etc.
2. Employees will be made aware of any students with allergies or medical conditions for whom they may be responsible for administering first aid or assistance.

ARTICLE 15 - COMPENSATION

- A. Compensation shall be at the hourly rate as specified in Appendix A.
- B. The Board shall make whatever retirement contribution it is required to make by law.
- C. The compensation of employees shall be calculated in accordance with this Agreement and based upon the number of hours worked and the hourly rates in Appendix A. The Employer shall pay the following to each employee:
 1. On or before the first day of each calendar month, the wages earned during the first 15 days of the preceding calendar month.
 2. On or before the fifteenth day of each calendar month, the wages earned during the preceding calendar month from the sixteenth day through the last day.
 3. Payroll will be distributed electronically through direct deposit or debit card at the employee's election.
- D. Uniforms will be provided for Custodians. Custodians shall be provided no more than five (5) shirts and three (3) pants each school year.
- E. A bargaining unit member required, in the course of their work to drive personal cars from one school building to another shall be paid the current IRS rate per mile.

ARTICLE 16 – INSURANCE

- A. The Board agrees to provide all eligible employees insurance as follows:

Plan: For employees electing health insurance

Health - MESSA ABC Plan 1 (\$1300/\$2600 annual deductible); ABC Rx. without abortion rider;
OR

Enrollment in Choices II (without abortion rider) will be restricted to those employees who are not eligible to enroll in a health savings account (HSA) under the Internal Revenue Service (IRS) Rules and Regulations. Employees who are eligible to enroll in an HSA under the IRS Rules and Regulations may enroll in the MESSA ABC Plan 1

Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$3,000.00 Max Eligible Monthly Salary \$5,000.00 120 Calendar Day Modified Fill Elimination Period COLA No Alcoholism/drug addiction and Mental/nervous same as any other illness 5% Minimum Payout Pre-existing limits waived Family Social Security Offset
Life Insurance	\$25,000.00 Group Term Life with AD&D
Dental	100x/80/80/50: \$1500 annual max 50 : 1,500.00 Lifetime Max No adult orthodontics
Vision	VSP-2 Silver

PAK B: For employees not electing health insurance

Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$3,000.00 Max Eligible Monthly Salary \$5,000.00 120 Calendar Day Modified Fill Elimination Period COLA No Alcoholism/drug addiction and Mental/nervous same as any other illness 5% Minimum Payout Pre-existing limits waived Family Social Security Offset
Life Insurance	\$25,000.00 Group Term Life with AD&D
Dental	100x/80/80/50: \$1500 50: 1,500.00 Lifetime Max No adult orthodontics
Vision	VSP-2 Silver

B. Cash Option

Any eligible employee who does not take health insurance coverage will have Plan B and \$250 per month paid in cash (subject to the same proration under Section C) under a qualified Section 125 plan.

- C. All bargaining unit members working thirty (30) hours or more per week shall receive 100% of the Board's contribution per month. All bargaining unit members working at least twenty-five (25) but less than thirty (30) hours per week shall receive 75% of the Board's contribution per month. Bargaining unit members working less than twenty-five (25) hours per week will not be eligible for health insurance.

This provision shall not be used to arbitrarily reduce the hours and benefit level of current bargaining unit positions.

- D. Payroll deductions shall be available for insurance.

- E. The Board's maximum monthly contribution for all costs associated with Pak A for 2014-15 is as follows:

Full Family	\$1,331.27
Employee and spouse and employee and child	\$1,020.84
Single	\$ 488.14

The Board will adjust the maximum monthly contribution to the state hard cap amount for 2015-16 and 2016-17.

The Board will pay 25% of non-medical cost for Pac B.

Any amounts in excess of the Board's contributions will be payroll deducted as a condition of this Agreement.

ARTICLE 17 - - TERMINAL PAY AND RETIREMENT

- A. Terminal Pay:

As an incentive to foster a culture of good attendance, the Board shall provide the following benefits. The District shall make a one-time lump sum contribution in the amount of twenty-seven dollars (\$27) per day for unused sick days to a 403(b) annuity account with any vendor on the District's approved vendor list for the bargaining unit member who meets the following criteria:

1. The member is retiring from Houghton Lake Community Schools under the Michigan Public School Employees Retirement System (MPSERS).
 2. The member has completed fifteen (15) years of service to the Houghton Lake Community Schools.
- B. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid to the beneficiary designated by the employee. If no beneficiary is designated, payment will be made to the estate of the deceased.
- C. Retirement Contribution:

For bargaining unit members hired before June 30, 1999, the District shall make a one-time lump sum contribution in the amount of \$5,500 to a Paradigm Equity 403(b) annuity for the bargaining unit member who meets the following criteria:

1. The member is retiring under MPSERS guidelines from Houghton Lake Community Schools
2. The member has completed fifteen (15) years of service to the Houghton Lake Community Schools.

For bargaining unit members hired after June 30, 1999 who are retiring from Houghton Lake Community Schools, the District shall make a one-time lump sum contribution in the amount equal to \$200 per year of service to Houghton Lake Community Schools to a Paradigm Equity 403(b) annuity for the bargaining unit member.

ARTICLE 18 - VACATIONS

- A. All Custodians shall have paid vacations as follows:
1. After one (1) year of service -- one (1) week.
 2. After two (2) to five (5) years of service -- two (2) weeks.
 3. After five (5) years, one (1) additional day per year for a total of three (3) weeks after ten (10) years of service.
 4. After ten (10) years of service they shall receive an additional one (1) day per year for a total of four (4) weeks at the fifteenth (15th) year.
 5. After twenty (20) years of service they shall receive an additional two (2) days per year for a total of four (4) weeks and two (2) days per year.
- B. Custodians have the right to choose the time of year they take their vacations with the approval of their supervisor.

- C. In order to qualify for vacation, a Custodian must work ten (10) months in the calendar year preceding the anniversary date. All compensated leave time shall count for vacation eligibility.

ARTICLE 19 - HOLIDAYS

- A. All Custodians, except probationers having worked less than thirty (30) days, shall be paid for the following holidays:
- Independence Day
 - Labor Day
 - November 15
 - Thanksgiving Day
 - Day after Thanksgiving Day
 - Christmas Eve
 - Christmas Day
 - New Year's Eve
 - New Year's Day
 - Good Friday
 - Memorial Day
- B. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday and if on Saturday, the preceding Friday shall be observed as the holiday; provided school is not in session. If school is in session another day will be scheduled as the holiday.
- C. To be eligible for holiday pay, employees must work the last scheduled day before the holiday and the first scheduled day after the holiday unless the employee is absent because the employee was on an approved leave commencing in the pay period prior to the holiday or the first day following the holiday.

ARTICLE 20 - PERSONAL ILLNESS OR DISABILITY, PERSONAL BUSINESS & JURY DUTY

- A. All employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:
1. All sick leave accumulation shall carry year to year up to the negotiated maximum. Each employee shall be credited with thirteen (13) sick leave days at the start of each school year above their accumulated carryover.
 2. At the beginning of each school year each employee shall carry their maximum sick leave accumulation up to the negotiated maximum and also be credited with thirteen (13) sick leave days at the start of each school year to be added to their bank for the current school year. The maximum carryover of unused sick days shall be 165 days.
- B. The Board may request verification of any illness covering the absence for which an employee is to be paid under this Article.
- C. Absence from duty for the following reasons shall be considered to be sick leave.

1. Personal illness.
 2. Illness in the immediate family. Immediate family for illness shall be interpreted as husband, wife, father, mother, son, daughter, brother, sister, similar in-laws, grandchildren, grandparents or those persons domiciled in the home of the employee.
- D. Funeral Leave: A bargaining unit member will be allowed up to two (2) working days per death as paid funeral leave days not to be deducted from sick leave in the case of death of a father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, brother-in-law, sister-in-law, grandmother, or grandfather. Three additional funeral leave days per death will be allowed and will be charged against sick leave. Exceptions for additional time may be made with the approval of the Superintendent.
- E. Any employee whose personal illness extends beyond the period compensated under Section A this Article, shall be granted a leave of absence without pay in accordance with Article 21, Section A. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, an employee shall be assigned to the same position if available, or a substantially equivalent position. This Article is subject to Article 13.
- F. Section A of this article shall not apply when illness or injury is the result of employment other than that covered by this agreement; employment meaning - working for wages.
- G. Each employee shall be entitled to three days per contract year for personal business with no reduction in pay providing personal days are not taken immediately before or after a holiday or school vacation unless approved by the administration. Personal business days are non-accumulative. Employees shall fill out the required absentee form. Unused personal days shall carry over each year to be added to sick days not to exceed the cap of 165 days.
- H. A bargaining unit member who serves on jury duty shall be reimbursed, for the differences between the jury day stipend and her/his regular Board salary for the days served.
- I. The Board shall provide each employee with an accounting of sick leave, (and) vacation time on the first payday in September and the first payday in May. This attendance update shall reflect the accumulated carry over plus the current year credit of sick days, personal days and vacation days, as well as used year-to-date (YTD) days and available YTD days.
- J. Employees shall retain their accumulated sick days while on leave or layoff.

ARTICLE 21 - LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority, for:
1. Illness leave (physical or mental).
 2. Prolonged illness in immediate family.
 3. Child Care

- B. Upon expiration of a leave of absence provided pursuant to this article, the employee will be returned to the position held at the time the leave of absence was granted, if available, or to a position to which his/her seniority entitles him/her. This provision is subject to Article 13.
- C. The reinstatement rights of any employee who enters the military service will be determined in accordance with the provisions of the federal law granting such rights.
- D. In non-emergency situations, seven (7) days' prior notice will be given the district in writing for leaves.
- E. Any employee who does not report back to work upon the expiration of his/her leave of absence (unless there is an approved extension of the leave of absence within the above limit) or who accepts other employment while on leave from the district, except as herein provided, will be conclusively deemed to have terminated his/her employment through voluntary resignation.
- F. Employees will be allowed to take up to five (5) days without pay per school year with the approval of the Superintendent whose decision is final and not subject to the grievance procedure. Three or more days in one school year will result in a proration of benefits (Plan A or Plan B) calculated by annual District contribution divided by total number of work days.
- G. Probationary employees shall not be eligible for leaves of absence.

ARTICLE 22 - MISCELLANEOUS

- A. Representatives of the Board and the Association shall meet regularly semi- annually for the purpose of discussing problems.
- B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this agreement.
- C. The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Association and the Board, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

- D. In the event that any provision of this agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this agreement shall continue in effect.
- E. Copies of this agreement shall be available on the District's website.

ARTICLE 23 – EVALUATIONS

- A. The purpose of an evaluation is to improve employee performance, recognize individual strengths and provide constructive feedback.
- B. All evaluations shall be consistent for each classification throughout the District and be in conformance with the contract and written on the forms located in Appendix B of this agreement.

All bargaining unit members who have completed the probationary period will be evaluated at least once every three (3) years.

- C. All monitoring or observation shall be conducted in person and with the full knowledge of the employee.

When appropriate, the supervisor may solicit input from the classroom teacher to whose classroom an assistant is assigned, but the classroom teacher shall not be responsible for doing the evaluation.

- D. The final evaluation shall be reduced to writing and a copy given to the bargaining unit member within 10 working days of the completion of the last observation. If the final evaluation includes any areas marked as needing improvement, the ways in which the bargaining unit member is to improve as well as support and assistance to be provided by the supervisor shall also be included in the final evaluation. All evaluations must be completed no later than May 31 except evaluations for custodians which will be completed no later than June 30.

If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file.

ARTICLE 24 – DURATION OF AGREEMENT

- A. This agreement shall be effective upon ratification by the parties and shall continue in effect through June 30, 2017.
- B. Every effort will be made to begin negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

HOUGHTON LAKE EDUCATIONAL
SUPPORT PROFESSIONALS ASSOCIATION

Sally Cotterman 10/17/14
Sally Cotterman Date

Marilou MacKenzie 10/20/14
Marilou MacKenzie Date

Robert M Barney 10-20-14
Robert Barney Date

Catherine Nellist 10-20-14
Catherine Nellist Date

Lisa Harrison 10/2/14
Lisa Harrison Date

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

David W. Johnson 10/27/14
Board President Date

Terri W. Scherer 10/27/14
Board Vice-President Date

APPENDIX A - SALARY SCHEDULE

2014-2015			
Custodians		Custodians	
1st Year		\$9.10	
2nd Year		\$10.02	
3rd Year		\$10.92	
4th Year		\$11.79	
Assistants		Assistants including GSRP	RTC
1st Year		\$8.43	\$9.47
2nd Year		\$8.60	\$9.53
3rd Year		\$9.57	\$10.40
4th Year		\$9.77	\$10.62
5th Year		\$10.06	\$10.82
6th Year		\$10.31	\$11.03
7th Year		\$10.56	\$11.24
2015-2016			
Custodians		Custodians	
1st Year		\$9.19	
2nd Year		\$10.12	
3rd Year		\$11.03	
4th Year		\$11.91	
Assistants		Assistants including GSRP	RTC
1st Year		\$8.51	\$9.57
2nd Year		\$8.68	\$9.63
3rd Year		\$9.66	\$10.50
4th Year		\$9.87	\$10.73
5th Year		\$10.16	\$10.93
6th Year		\$10.42	\$11.14
7th Year		\$10.66	\$11.35

Step increases (excluding longevity) were not issued for 2013-2014. Steps will be issued for 2014-17.

A. LONGEVITY:

Bargaining unit members shall receive three hundred fifty dollars (\$350) longevity pay additional above their regular pay at the beginning of their 10th year through the 14th year of service to the District, and seven hundred dollars (\$700) longevity pay additional above their regular pay at the beginning of their 15th year and each additional year thereafter of service to the District.

B. Except where prohibited by law, the step increase and longevity pay increases shall occur on the bargaining unit member's anniversary date. The parties recognize that due to payroll deadlines and procedures, step and longevity pay increases may not be able to be implemented on that date of hire but the appropriate adjustments will be made in the ensuing payroll period.

C. MEDICAL ASSISTANCE COMPENSATION:

In the event that an assistant is responsible for a student whose needs include the necessity of routine or periodic medical procedures (including catheterization, nasal suctioning, or tracheotomy care) or assistance with regular hygiene (including diapering), the assistant shall be compensated an additional 50 cents per hour above his or her normal wage rate for each time he/she performs these duties.

An assistant who is assigned to such duties due to the absence of the assistant regularly performing such duties shall be compensated an additional 50 cents per hour above his/her normal wage.

Assistants who are required to perform such duties as listed above as part of their assignment shall receive the appropriate training from a licensed professional each year. Employees who care for students with these special medical needs will be provided with a direct phone number to the schools' health care professional.

Appendix B
Houghton Lake Community Schools
RTC AND ASSISTANT EVALUATION FORM

Employee Name: _____ Date: _____

Position in District: _____ Building: _____

Comments are encouraged, but not required for every section below. Any area marked needing improvement requires discussion with the employee and written comments on specific ways to improve.

Performance Characteristics - for each characteristic, circle the appropriate rating code and comment where appropriate.

Rating Codes: S = Satisfactory
NI = Needs Improvement
NA = Not Applicable

<u>Job Knowledge</u>	<u>Circle One</u>
Demonstrates knowledge and skills to properly do the job	S NI NA
Comments: _____	

<u>Quality of Work</u>	
Exhibits accuracy, high quality, and thoroughness	S NI NA
Comments: _____	

<u>Productivity</u>	
Maintains output consistent with the expectations of the position	S NI NA
Comments: _____	

<u>Time Management/Planning</u>	
Demonstrates ability to meet reasonable deadlines	S NI NA
Comments: _____	

<u>Initiative</u>	
Demonstrates ability to be relied upon without close supervision	S NI NA
Comments: _____	

<u>Ability to Work with Others</u>	
Maintains a helpful, positive attitude:	
With students	S NI NA
With staff	S NI NA
With the public	S NI NA

Comments: _____

Communications

Exhibits ability to communicate effectively S NI NA

Comments: _____

Confidentiality

Exhibits ability to keep classroom issues confidential S NI NA

Comments: _____

General Appearance

Dresses appropriately for the position S NI NA

Comments: _____

Reliability

Demonstrates ability to be relied upon for punctual,
consistent performance S NI NA

Exhibits sound judgment and common sense S NI NA

Comments: _____

Instruction

Willing to help students and supply information, gives support
to classroom teacher's instruction S NI NA

Comments: _____

Over-All Job Performance Rating: S NI NA

If needed, list the program for assisting the employee in achieving the potential improvements and the timetable, including follow-up:

Date: _____ Principal's Signature: _____

Date: _____ Assistant's Signature: _____

The bargaining unit member's signature acknowledges receipt of this evaluation and review of its contents. It does not imply agreement. The bargaining unit member may submit a written response to be attached to this evaluation in the personnel file.

cc: Personnel File

Houghton Lake Community Schools CUSTODIAN EVALUATION FORM

Employee Name: _____ Date: _____

Position in District: _____ Building: _____

Comments are encouraged, but not required for every section below.

Any area marked needing improvement requires discussion with the employee and written comments on specific ways to improve.

Performance Characteristics - for each characteristic, circle the appropriate rating code and comment where appropriate.

Rating Codes: S = Satisfactory
 NI = Needs Improvement
 NA = Not Applicable

<u>Job Knowledge</u>	<u>Circle One</u>
Demonstrates knowledge and skills to properly do the job	S NI NA
Comments: _____	

<u>Quality of Work</u>	
Exhibits accuracy, high quality, and thoroughness	S NI NA
Comments: _____	

<u>Productivity</u>	
Maintains output consistent with the expectations of the position	S NI NA
Comments: _____	

<u>Time Management/Planning</u>	
Demonstrates ability to meet reasonable deadlines	S NI NA
Comments: _____	

<u>Initiative</u>	
Demonstrates ability to be relied upon without close supervision	S NI NA
Comments: _____	

<u>Ability to Work with Others</u>	
Maintains a helpful, positive attitude:	
With students	S NI NA
With staff	S NI NA
With the public	S NI NA

Comments: _____

Communications

Exhibits ability to communicate effectively S NI NA

Comments: _____

Confidentiality

Exhibits ability to keep office issues confidential S NI NA

Comments: _____

General Appearance

Dresses appropriately for the position S NI NA

Comments: _____

Reliability

Demonstrates ability to be relied upon for punctual, consistent performance S NI NA

ATTENDANCE S NI NA

Exhibits sound judgment and common sense S NI NA

Comments: _____

Over-All Job Performance Rating: S NI NA

If needed, list the program for assisting the employee in achieving the potential improvements and the timetable, including follow-up:

Date: _____ Immediate Supervisor's Signature: _____

Date: _____ Custodian's Signature: _____

The bargaining unit member's signature acknowledges receipt of this evaluation and review of its contents. It does not imply agreement. The bargaining unit member may submit a written response to be attached to this evaluation in the personnel file.

cc: Personnel File

LETTER OF AGREEMENT
BETWEEN THE
HOUGHTON LAKE COMMUNITY SCHOOLS BOARD OF EDUCATION
AND THE
HOUGHTON LAKE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

RE: ARTICLE 16 - INSURANCE

It is hereby agreed by the parties set forth above as follows in terms of Health Savings Account deductibles.

1. The District will forward in advance half of \$1,300 for singles and \$2,600 for employee and child, employee and spouse and full family enrollees in the MESSA ABC Plan in January and July of each year. Employees may opt out of receiving the deductible advance at their discretion. Employees may opt to have the entire deductible advanced in January, however the entire deductible would be repaid through payroll deduction before July 1 if an employee selects this option.
2. Before any funds are advanced for an employee, the employee will sign an individual contract developed by the District acknowledging the obligation to repay the advanced funds which exceeds the monthly/annual obligation of the District for Plan A enrollees under Article 16 – Insurance by December 31. The contract will include an acknowledgement of the obligation to repay the advance which will be binding.
3. In the event an employee who executes the individual contract referenced in Section 2 is approved for an unpaid leave, is laid off or is laid off or separates employment before December 31 any year, the District is authorized to withhold any amounts due and payable from the aforementioned advance from the employees remaining pay checks as a condition of this agreement. If any amounts remain after payroll withholdings, those remaining amounts will remain due and payable within thirty (30) calendar days.
4. A “Hardship Bank” will be established based on the number of employees who opt out of receiving the HSA deductible in advance. Employees will be advanced the remaining deductible if needed, upon presentation of evidence such as EOB or HSA statement, prior to July 1 on a first come first serve basis up to the amount of the money in the Hardship Bank.

David W. Johnson 7-22-14
Board President DATE

Sally Cotterman 10/17/14
FOR THE ASSOCIATION DATE
Sally Cotterman, HLESPA President

Terri W. Scherer 10/27/14
Board Vice-President DATE

Lisa Harrison 10/2/14
FOR THE ESPA DATE
Lisa Harrison, ESPA Uniserve Director