

A G R E E M E N T

between the

Houghton-Portage Township Schools Board of Education

and

HOUGHTON-PORTAGE TOWNSHIP SCHOOLS UNIT  
of

LOCAL 226, COUNCIL 25

AFSCME, AFL-CIO

Effective July 1, 2009  
Expires June 30, 2010

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## AGREEMENT

This Agreement entered into on this first day of July, 2009 between the Houghton-Portage Township Schools (hereinafter referred to as the "Employer") and the Houghton-Portage Township School Employees Unit of Local 226, affiliated with Council 25 of the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

This Agreement incorporated the entire understanding of the parties on all issues which were or could have been the subject of negotiation. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, disability or handicap, color, national origin, age, sex or marital status, or membership in or association with the activities of any employee organization.

### 1. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement for all custodians, custodian/drivers, mechanic/drivers, bus drivers, maintenance/drivers, secretaries, paraprofessionals, and food service personnel, but excluding teachers, administrators and superintendent.

### 2. DEFINITION OF EMPLOYEES

The terms "employee" and "employees" as used in this Agreement shall mean a regular employee or regular employees within the bargaining unit represented by the Union, except for temporary and part-time employees who are excluded from the bargaining unit.

The term "temporary employee" as used in this Agreement shall mean an employee whose employment is either full or part-time but limited in duration to not more than 90 days and is established for:

- a. A specific project.
- b. The purpose of relieving regular staff members who are absent due to illness, leave of absence or vacation.
- c. Augmenting the regular staff to meet requirements of the system.

The term "part-time employee" shall mean an employee regularly scheduled to work 20 hours or less per week. It is also agreed that a part-time employee shall not be entitled to hospitalization premium benefits.

The term "regular employee" shall mean an employee who fills an established position and who is not a temporary replacement, the position being scheduled by the Employer to continue indefinitely.

3. MANAGEMENT RIGHTS

**The Houghton-Portage Township Schools is a general powers school district in accordance with Public Act 289 of 1995, Public Act 451 of 1976, MCL 380.11a, as amended.**

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain under the exclusive control of the Employer. It is expressly recognized that such rights and functions include but are not limited to:

- a. Full and exclusive control of the management of the school district; the supervision of all operations and methods, processes, means and personnel by which any and all work will be performed; the control of the property; and the composition, assignment, direction and determination of the size and type of the working force.
- b. The right to change or introduce new or improved operations, methods, procedures, means of facilities and the right to determine whether and to what extent work shall be performed by employees.
- c. The right to determine the work to be done and the standards to be met by employees covered by this Agreement.
- d. The right to hire; establish and change work schedules; set hours of work; establish classifications; promote, demote, transfer, release and lay off employees.
- e. The right to determine the qualifications of employees and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly and efficient operation.

4. AID TO UNIONS

As it relates to "aid to unions," the parties subscribe to Michigan Public Act 379 of the Public Acts of 1965.

It is agreed that neither the Union nor the Employer will intimidate or coerce any employee in regard to Union membership or activity; further, there shall be no solicitation of non-bargaining unit employees for Union membership or dues on the Employer's time.

5. UNION SECURITY (AGENCY SHOP)

- a. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.
- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership, commencing 30 days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required, as a condition of continued employment, to become members of the Union or pay a service fee to the Union equal to the dues and initiation fees required for membership for the duration of this Agreement, commencing the 30th day following the beginning of their employment in the unit.

6. REPRESENTATION FEE CHECK-OFF

- a. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee as provided in a written authorization in accordance with the standard form used by the Employer (see Article 7), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice, given during the period 30 days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- b. The amount of such representation fee will be determined as set forth in Article 5 of this contract.
- c. The Employer agrees to provide this service without charge to the Union.

7. CHECK-OFF OF UNION DUES

- a. Payment of Check-off: Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.

Check-Off Forms: During the life of this Agreement, and in accordance with the terms of the Form of Authorization of Check-Off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following Authorization of Check-Off of Dues form:

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings one of the following:

{ } An amount established by the Union as monthly dues.

{ } An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_.

By: \_\_\_\_\_

First Name                  Initial                  Last Name

Street Number                  Street Name

City                  State                  Zip Code

Area Code Telephone No.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

b. When Deduction Begins:

Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.

c. Remittance of Dues to Financial Officer:

1. Deductions of any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth day of the month following the month in which they were deducted.

2. The employer shall additionally indicate the amount deducted and notify the financial officer of the Council and the local Unit Chairperson of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer and the Local Chairperson by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

d. Termination of Check-Off:

An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

e. Disputes Concerning Membership:

Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union and, if not resolved, may be decided at the final step of the grievance procedure.

f. In cases where a deduction is made that duplicates a payment that an employee has already made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-laws, refunds to the employees will be made by the local Union.

g. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by the employee. In addition, the Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section.

8. STEWARDS AND ALTERNATES

There shall be one steward in the elementary and one steward in the middle/high school buildings of the Houghton-Portage Township School System.

The union will furnish the Superintendent of Schools with the names of its authorized representatives and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

## 9. GRIEVANCE PROCEDURE

### a. Definitions

1. A "grievance" is a claim of an employee or group of employees that an alleged violation, misinterpretation or misapplication of the terms of this Agreement has occurred.
2. A "grievant" is an aggrieved person or persons making the claim.

### b. Purpose

1. The purpose of this procedure is to secure resolution of the grievance at the lowest possible level according to the terms of the Agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.
2. Nothing contained herein will be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the steward is provided the opportunity to be present at the time of adjustment.

### c. Procedure

Since it is important that grievances be processed as rapidly as possible, the number of days indicated in each level should be considered maximum, and every effort should be made to expedite the process. The time limit specified, however, may be extended by mutual agreement.

#### 1. Level One

An employee with a grievance will first discuss it within fifteen working days after its alleged occurrence with his supervisor or, in the absence of this supervisor, at the next supervisory level, either directly or through the Union steward, with the objective of resolving the matter informally.

#### 2. Level Two

In the event the grievance is not resolved at Level One, the employee may file the grievance in writing with his/her steward within five (5) working days after the grievance was presented at Level One. The steward will refer it to the Superintendent of Schools within five (5) working days of receipt from the employee. The Superintendent shall provide the Steward with a written response to the grievance within five (5) working days following receipt of the grievance from the Steward.

Either party may request a meeting to discuss the grievance at this step in the procedure. In the event this occurs the Superintendent shall provide a written response within five (5) days of said meeting.

#### 3. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) work days after the grievance was received by the superintendent, or if no meeting has been held, he/she may request the Steward refer the grievance to the board within the next five (5) working days. The board will notify in writing the Unit Chair and grievant as to when the board will meet on the grievance. The board will review the grievance at its next monthly meeting. The Union

shall have the opportunity to meet with the board at this level to discuss and attempt to resolve the grievance. A decision on the grievance, Level Three, will be rendered by a majority board within fifteen (15) days of the board meeting. Such decision shall be provided in writing to Grievant with a copy to the Unit Chair.

4. Level Four

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered, the Unit Chair may refer the matter to Council 25. In the event Council 25 wishes to carry the matter further, the Council Staff Representative shall file within thirty (30) calendar days from the date of the level three decision a demand for arbitration with the Michigan Employee Relations Commission. The arbitrator shall be selected from a list of five submitted by the Michigan Employment Relations Commission. The arbitrator shall be selected from a list of five submitted by the Michigan Employment Relations Commission. Each party shall alternate, striking a name until one name remains who shall be the arbitrator. The arbitrator will hold a hearing as soon as possible and, in not over 30 days after such hearing, issue his/her decision. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement. His/her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated. The arbitrator's fee and other expenses of arbitration shall be divided equally between the parties. Each party shall bear his own expense in connection therewith.

d. Rights of Employees to Representation

1. No reprisals of any kind will be taken by either party as a result of having participated in a grievance procedure.
2. Any party of interest may be represented at all stages of the grievance procedure by a person of his/her own choice.

e. Miscellaneous

1. In the event that any Union steward or officer is a party in interest to any grievance, he/she shall disqualify himself/herself, and a substitute will be named by the Union.
2. Grievances will be filed on approved forms (attached) and given appropriate distribution to the Union steward.
3. Decisions reached in Level Two and Level Three will be reduced to writing.
4. Referrals to workdays in the grievance procedure shall mean those days from Monday through Friday, inclusive.

10. DISCHARGE AND DISCIPLINE

Notice of Discharge or Discipline

The Employer agrees promptly, upon the discharge or discipline of an employee, to notify in writing the steward in the district of the discharge or discipline.



An employee ordered to leave his/her work for disciplinary reasons shall, before leaving the Employer's premises, have the right to consult his/her steward at a place and for a reasonable length of time provided by the Employer. Exception may be made to this provision if the Employer took immediate action to remove the employee from the premises in cases involving drunkenness, violence or willful destruction of property.

#### Appeal of Discharge or Discipline

Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the Employer within five regularly scheduled working days of the discharge or discipline. The superintendent will review the discharge or discipline and give his/her answer within five regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to Level Three of the grievance procedure.

#### Use of Past Record

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two years previously.

#### Violation of Contract

Any willful violation of the terms of this Agreement by any employee will constitute just cause for discipline and/or discharge, subject to the grievance procedure.

### 11. SENIORITY

The Employer and the Union agree that seniority is the length of service beginning with the employee's last date of hire into the bargaining unit.

#### a. Seniority Lists

1. The seniority list on the effective date of this Agreement will show the names, job titles and seniority hiring date of all employees of the bargaining unit entitled to seniority and shall also include a list of the probationary employees, even though they do not have seniority. The Employer will post a new list once a year on the first Monday of October. Revisions of the seniority list will be posted as made. A copy of the seniority list and subsequent revisions, will be provided to the Union. Within fifteen (15) working days of such posting, any employee (or the Union) believing the list to be inaccurate shall file a written, signed objection to the revision with the Superintendent. The Superintendent will meet with the objecting employee and representatives of the Union in an attempt to resolve the matter. If the matter is not resolved, and the employee (or Union) desire to appeal the matter, a written grievance shall be submitted directly to Step 2 of the Grievance Procedure outlined in Article 9. If no written objections have been made within such period, or, if written objection has been made, upon final resolution of the validity of such objection, the Employer may conclusively rely upon the accuracy of such lists for all purposes of this Agreement and for purposes of future revisions of such lists.
2. In the event of a tie in accumulated seniority, employees shall be ranked on the seniority list in order of the highest number determined by the last four digits of the employee's social security number (highest number equal greater seniority).
3. Seniority rights shall be on a district-wide basis.
4. Seniority shall not be affected by race, sex, age, marital status or dependents of the employee.

5. Seniority shall be used with promotions, new jobs, transfers, etc., along with the ability to perform the work as a criteria for promotion.

6. Any employee working in an Individualized Education Program who is displaced by the absence of the student (absence being defined as a period equal to one (1) school day or more) shall be placed at the top of the sub-in list, and shall be offered such work based upon seniority.

b. Loss of Seniority

An employee shall lose his/her seniority and status as an employee if he/she:

1. Resigns
2. Retires
3. Is discharged and the discharge is not reversed through the grievance procedure.
4. Is absent for five consecutive working days without notifying the Employer, except when failure to notify is due to circumstances beyond the control of the employee.
5. Does not notify the Employer of his intent to return from layoff within five days and return within fourteen days.
6. Fails to return from sick leave or a leave of absence within five working days after termination of his/her leave, excepting when failure to return is due to circumstances beyond the control of the employee.

12. SHIFT PREFERENCE

The Employer will, upon written request, make shift assignments on seniority within classification as vacancies occur.

13. LAYOFF PROCEDURE

When employees are laid off because of lack of work or money, the following procedure applies:

a. Employees with the least seniority within a classification will be removed first. Laid off employee may exercise their seniority and bump another **bargaining unit** employee in another classification who has less seniority, **provided they meet the minimum qualifications of the job as outlined in the job description and meet all State and/or federal legal requirements/pre-requisites for the job at the start of the assignment. If a question arises concerning a State and/or federal legal requirement for any classification, the Board will provide such information and materials to the Union. .**

b. Employees to be laid off for an indefinite period of time will have at least fourteen days' notification of layoff. The Employer will notify the Union of such layoff on the same date that he notified the employee.

c. Employees shall be identified by the following classifications:

Classification 1 ..... Secretarial

Classification 2 ..... Head Custodian/Driver  
Custodian  
Custodian/Driver

Bus Driver

Classification 3.....Maintenance/Driver  
Mechanic/Driver

Classification 4 ..... Head Cook  
Assistant Cook  
Food Service Helper

Classification 5 ..... Paraprofessional

d. Employees who are laid off or have their hours cut and continue employment at reduced hours shall continue to accumulate seniority, longevity pay, and sick leave at the new or reduced hours.

14. RECALL PROCEDURE

When a **vacancy arises in any bargaining unit position causing Employees to be** recalled from layoff, the **Employee(s)** with the greatest seniority shall be recalled **first for placement into their previous classification, if that's where the vacancy exists, or into any other vacant bargaining unit classification for which they meet the current minimum qualifications of the job and are in compliance with the present State and Federal laws in regard to required licenses, endorsements, certificates (including continuing education certifications), and re-certification for that classification at the start of the assignment.** Notice of recall shall be sent to the employee at his/her last known address.

**In the event that the employee is recalled into a position different than the one they were laid-off from (i.e. it is awarded to them after they proved to meet the minimum qualifications as outlined above), he/she shall be given a 90-day trial period to determine his/her desire to remain on the job and his/her ability to do perform the job. If during the trial period the Employer demonstrates that the employee is unable to perform in his/her new classification, he/she may be dismissed from the position and the process as outlined in the paragraph above shall be repeated until no laid-off employees are qualified and/or able to fill the vacancy.**

Notice of recall shall be sent to the employee at his/her last-known address.

15. PROBATIONARY EMPLOYEES

**For new hires, an employee is a probationary employee for his/her first 120 calendar days of employment.** The **120** calendar day probationary period should be accumulated within not more than one year. Upon satisfactory completion of the probationary period, the employee shall be credited with **120** days length of service, and it should be so entered on the seniority list.

The Union will represent probationary employees for the purpose of this Agreement, excepting that there shall be no seniority among probationary employees and their retention as employees will be strictly within the discretion of the Employer.

16. TRANSFERS

Transfer of Employees

a. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position in the unit, he/she shall have accumulated seniority to a maximum of two (2) years while working in the position to which he/she was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this Agreement.

b. If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases. In the event an employee should be transferred to another assignment, the administration will meet with the employee to discuss the reasons for such action in advance.

c. The Employer agrees that in any movement of work not covered above in a and b, he/she will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

d. In the event of a vacancy or a newly created position, employees shall be given the opportunity to transfer on the basis of seniority **provided they meet the current minimum qualifications of the job and are in compliance with the present State and Federal laws in regard to required licenses, endorsements, certificates (including continuing education certifications), and re-certification for that classification at the start of the assignment.** In such cases, all vacancies and newly created positions shall be posted in a conspicuous place in each building in the district at least seven calendar days prior to filling such vacancy or newly created position.

**Employees granted a transfer shall be given a 90-day trial period to determine his/her desire to remain on the job and his/her ability to perform the job. If during the trial period the Employer demonstrates that the Employee is unable to perform in his/her new classification or if the Employee does not wish to remain in the new position, he/she shall revert to his/her former classification. In cases where the Employer can demonstrate that the Employee is unable to perform in the new classification, notice and documentation shall be provided to the Employee with a copy to the Union. During the trial period, Employees shall receive the rate of the classification to which they have been transferred.**

**Job vacancies will be posted for a period of seven calendar days, and interested employees should apply within the seven (7) calendar day posting period. A position shall be declared vacant when the District, after making all assignments necessary to fill it's needed positions with incumbent employees who are the most senior employees and also are qualified for the assigned positions and there are still unfilled open positions, or when a new position is created that will be covered by this collective bargaining agreement.**

17. PROMOTIONS

Promotions in the bargaining unit shall be **granted** based upon the criteria of seniority and **whether the Employee meets the current minimum qualifications of the job and are in compliance with the present State and Federal laws in regard to required licenses, endorsements, certificates (including continuing education certifications), and re-certification for that classification at the start of the assignment.**

**Employees granted a promotion shall be given a 90-day trial period to determine his/her desire to remain on the job and his/her ability to perform the job. If during the trial period the Employer demonstrates the Employee is unable to perform in his/her new classification or if the Employee does not wish to remain in the new position, he/shall**

**revert to his/her former classification. In cases where the Employer can demonstrate that the Employee is unable to perform in the new classification, notice and documentation shall be provided to the Employee with a copy to the Union. During the trial period, Employees shall receive the rate of the classification to which they have been promoted.**

Job vacancies will be posted for a period of seven calendar days, and interested employees should apply within the seven (7) calendar day posting period. **A position shall be declared vacant when the District, after making all assignments necessary to fill its needed positions with incumbent Employees who are the most senior Employees and also are qualified for the assigned positions and there are still unfilled open positions, or when a new position is created that will be covered by this collective bargaining agreement.**

18. LEAVES OF ABSENCE

a. Leaves of absence up to three calendar months without pay may be granted in cases of need without loss of seniority. Leaves may be granted for such reasons as settlement of an estate, personal injury or disability, serious illness of a member of the immediate family, temporary termination of the employee's work, or an extended trip but not for the purpose of obtaining employment elsewhere or for self-employment. Leaves of absence for such cases as listed above may be extended for additional periods, but the total leave time should not exceed one year. Military training leaves regarding full-time employees who belong to the National Guard, Reserves, or similar military organizations will be allowed up to fifteen days leave of absence, without pay, when ordered on active duty for training. The Employer agrees to make every effort to have this leave coincide with the employee's accumulated vacation time.

b. A military leave of absence shall be granted to any employee who is inducted. Similar leaves shall be granted to an employee for military duty in any branch of the Armed Forces during a period of military conflict.

c. An employee who serves jury duty during his/her regularly scheduled workday will be paid the difference between the jury duty pay and his/her regular pay if jury pay is less. The employee agrees to report to work on any day during which he/she is excused as a juror prior to 12 o'clock noon. The employee shall, if he/she expects to receive benefits under this article, furnish the Employer with a written statement from the court showing the days and time of jury duty and the amount of jury duty or witness fees he/she was eligible to receive for each day.

d. Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment will, at the written request of the Union, be granted leave of absence without pay for a period not to exceed two years or the term of office, whichever may be shorter, provided that a suitable replacement can be found for the employee.

e. An employee who has requested and received an approved leave of absence of 30 calendar days or less shall, upon return from such leave, be given his/her former job or a job of like status and pay. An employee returning to work from an approved leave of absence of more than 30 calendar days shall be given his former job or a job of like status and pay, unless the Employer's circumstances have so changed to make it unreasonable to do so. In such event, he/she shall be placed at the top of the layoff list.

f. A leave of absence without pay shall be granted for up to one year to an employee for the purpose of infant care within the immediate family. An employee may use sick leave to recover from illness or disability, which shall include childbirth and complications of pregnancy.

g. Applications for leaves of absence must be approved by the Superintendent of Schools.

h. General Conditions:

During a leave of absence for other than illness or injury, an employee will not accrue vacation or sick leave days. A maximum of 60 days of seniority accumulation shall be accumulated during a personal leave of absence, excluding military leaves. Any employee who obtains a leave of absence under false pretense, or used the leave for purposes other than for which it was obtained, shall be subject to immediate discharge.

i. Personal Leave Days

All full-time employees regularly employed by the board shall be granted three personal leave days per year for the purpose of:

1. Meeting family obligations.
2. Meeting legal obligations.
3. Meeting religious obligations.
4. Death of a friend or relative not covered by sick leave.

No personal leave shall be granted during a period of one day before or one day after a recess or during the first one week or during the months of May and June of the school year. Exceptions to this will be made in the cases of legal obligations, family emergencies, or the death of a friend or relative.

The employee need not tell how this is being used; however, if an employee violates the personal leave article, he/she will forfeit that day's salary. The leave days used shall not be charged against annual or cumulative sick leave. An employee who does not use all of his/her personal leave days during the course of a school year may accumulate two additional personal leave days to provide for the granting of a maximum of five personal leave days per year. Any unused personal leave days are to be credited to accumulated sick leave at the end of each school year.

## 19. BULLETIN BOARDS

The Employer will provide bulletin boards in each building which may be used by the Union. In general, such bulletin boards should be used to disseminate information regarding business matters of concern to the Employer and employee. It is agreed that the bulletin boards should be located in areas not frequented by students, and such bulletin boards should not be used for posting or distributing information on political matters.

20. RATES FOR NEW JOBS

- a. The Employer will continue to exercise his right to classify and establish new rates for new positions within the bargaining unit. If the Union does not agree with the classification and rate, the matter shall be subject to negotiations upon written notice by the Union to the Employer.
- b. If CETA positions which are entry level positions become vacant and have not been established as regular positions funded by the school district, they shall not be considered as vacant regular bargaining unit positions under the "Promotions" provisions of this Agreement.

21. SAFETY COMMITTEE

A safety committee consisting of a chief steward and an Employer representative shall be established. This committee shall meet at the request of one party or the other during regular daytime working hours.

22. EQUALIZATION OF OVERTIME HOURS

- a) Overtime hours shall be divided as equally as possible among employees in Classifications 3, 4, 5, 6 and 7 under Article 29. Overtime in other classifications will be divided as equally as possible between the employees in the individual classifications. An employee declining overtime will be charged with the average hours worked in that call-out period. Overtime hours shall be computed from July 1 to June 30 each year. An up-to-date list of overtime hours worked by each employee will be published twice if requested by the Union. Regular employees working less than 40 hours shall be given the first opportunity to work extra hours to complete their 40-hour week (within their departments).

23. WORKER'S COMPENSATION

An employee sustaining injury or occupational disease arising out of or in the course of any employment with this district shall be continued on the payroll, provided that where he/she receives income under the Worker's Compensation Act, such income shall be supplemented by the Board of Education with an amount sufficient to maintain his/her regular salary or wage for a period not to exceed the number of days in his/her sick leave accumulation.

24. WORKING HOURS

- a. The first shift is any shift that regularly starts on or after 5:00 a.m. but before 12 o'clock noon. The second shift is any shift that regularly starts on or after 12 o'clock noon but before 8 p.m. The second shift shall be paid an additional 30 cents per hour as a shift premium. The third shift is any shift that regularly starts on or after 8:00 p.m. but before 5:00 a.m. The third shift shall be paid an additional 45 cents per hour as a shift premium.
- b. The normal workday shall consist of eight hours each, Monday through Friday, for employees in all classifications except:
  - 1. Paraprofessionals
  - 2. Food Service Employees
  - 3. Bus Drivers
- c. The lunch period will be one hour when school is in session. When school is not in session, the lunch period will be 20 minutes included within the eight hours. Employees so desiring may continue a one hour lunch period. Paraprofessionals will be allowed a 20 minute lunch period included in the seven and one-half hour workday.
- d. Employees may take a fifteen minute coffee break in the a.m. and a fifteen minute coffee break in the p.m., or the first half and second half of their shift, whichever is applicable.

- e. An employee reporting for work or emergency duty at the Employer's request for work which he/she has not been notified of in advance and which is outside of and not in continuance with his/her regular work period shall be assured of at least a three-hour payday at the rate of time and one-half.
- f. Time and one-half will be paid for all hours over eight in any one day, **unless otherwise arranged with the employee and mutually agreed upon with the employer.**
- g. In lieu of immediate overtime pay in cash, employees may accrue a maximum compensatory time off of 240 hours (based on 160 hours of actual overtime worked), provided that prior approval of such an accrual was granted by the Superintendent. An employee shall be permitted to use accrued compensatory time within a reasonable period after it is requested if to do so would not unduly disrupt the operations of the School District.
- h. The allowance of an overtime premium on any hour excludes that hour from consideration of overtime payment on any other basis, thus eliminating any doubling or pyramiding of overtime hours.
- i. School year employees will be given the opportunity to work during periods when school is not in session before substitute or temporary employees are hired. This does not forbid the use of students working under federal programs as they have in the past.
- j. Afternoon shift work hours will be 3:00 p.m. to 11:00 p.m. with 20 minute paid lunch break.
- k. Secretaries shall work an eight hour day with a 20-minute paid lunch period included in their workday.
- l. In the event a driver agrees to drive for an overnight school activity, he/she will be paid a rate which is mutually agreed upon between the Superintendent of Schools and the driver.
- m. All scheduled overtime bus trips shall be assigned to a driver(s) no less than forty-eight hours prior to said trip, and if not, the driver(s) shall not be charged for refusal of overtime.

25. COMPENSABLE LEAVE

- a. All members covered by this Agreement shall accumulate twelve sick leave days per year if they are full year employees and ten sick days per year if they are school year employees. The maximum accumulation shall be 180 days.

**New employees hired after August 31, 2009 will accumulate sick days per year under the following schedule:**

**Full Year Employees: 11-days per year.  
School Year Employees: 9-days**

- b. In the event of absence of any employee for illness, an employee will execute the form entitled "Houghton-Portage Township Employee Absence Report" immediately upon returning to work. Each employee who is absent more than three days may be required by the administration to substantiate the absence by a physician's statement indicating the reason for such absence. Failure to comply with this provision can result in the withholding of pay for such leave days.
- c. Employees whose service in the system is interrupted for any period beyond an approved leave shall forfeit any accumulation under this Article.



- d. The board reserves the right to limit an employee to his/her current sick leave allowance if he/she sustains an injury outside of school hours.
- e. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence for the remainder of the year without pay. Such leaves may be renewed in succeeding years by the Board of Education upon written request.
- f. The employee agrees to notify his/her immediate supervisor that he/she intends to be absent from work because of illness at least one hour before the start of his/her shift and in no event less than one-half hour before the starting time of his/her shift, unless circumstances prevent it.
- g. All leave accumulations under this or any other article are forfeited by the departure of the employee from the system other than for an approved leave.
- h. Pay for sick leave shall be at the employee's hourly rate at the time sick leave is taken, not to exceed eight hours in a day or 40 hours in a week, and shall be paid to the employee on his/her regular payday.
- i. Any employee who by willful misrepresentation violates or misuses these sick leave provisions, or misrepresents any statement or condition under said provisions, shall be subject to disciplinary action.
- j. If fringe benefits are improved for employees in any other bargaining unit of the Houghton-Portage Township Schools, they are to be applied to the employees covered by this contract. This will include sick leave, funeral leave, hospitalization, jury duty and business days.
- k. In the event an employee has pre-approved sick leave, and an "Act of God" day occurs during that time period, the employee will be paid their sick leave time.

Funeral Leave

- a. Three days of funeral leave with pay shall be granted for death in the immediate family, unless extensive travel is required. In this event, the maximum shall be five days. The time limitations described in this paragraph may be waived for death involving the employee's spouse, children or foster children, parents, parents-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents or grandchildren, or anyone living under the same roof. If an employee is to serve as a pallbearer for a death outside of the immediate family, he/she shall be granted up to one-half day of leave for this purpose. If a death occurs among the relatives of an employee outside of the immediate family, the employee shall be granted one day's leave with pay to attend funeral services.

26. HOLIDAYS

The paid holidays are designated as:

- |                           |                       |
|---------------------------|-----------------------|
| Thanksgiving Day          | Good Friday           |
| Friday After Thanksgiving | Easter Monday         |
| Day Before Christmas      | Memorial Day          |
| Christmas Day             | <u>Fourth of July</u> |
| Day Before New Year's     | Labor Day             |
| New Year's Day            |                       |

**Employees hired after August 31, 2009, shall receive pay for all the holidays outlined for all other Bargaining unit employees except the (Day Before New Year's).**

Employees who do not normally work during the summer shall not be paid for the holiday underlined. Employees will be paid their current rate based on no more than an eight hour day for said holidays. If these holidays fall anytime outside of the normal work week, compensation will be granted and days off will be given, with pay, for the above-mentioned days, provided that school is not in session.

27. VACATION

a. Employees who are members of this bargaining unit will earn credits for vacation in accordance with the following schedule:

1. One week after one year of service.
2. Two weeks after two years of service.
3. Three weeks after eight years of service.
4. Four weeks with sixteen or more years of service.

b. Vacations for all employees covered in the paragraph above will be taken according to the following schedule:

1. Employees are required to take at least one week of vacation during the first week of July. Employees are encouraged to take at least one week of vacation during the remainder of the Summer Break. Employees may request special consideration for other vacation periods.
2. Vacations will be granted and approved by the superintendent at times that are acceptable to both parties.
3. Employees covered by this policy will be paid their current rate based on no more than 40 hours per week while on vacation.
4. When a specified holiday is observed during a special vacation, the vacation will be extended one day continuous with the vacation.

c. Part-time employees who work a minimum of 25 hours per week throughout the calendar year will be granted two weeks of vacation after two years of service.

28. HOSPITALIZATION, DENTAL, LIFE AND VISION INSURANCE

a. General

1. All employees hired by the board shall be eligible for board-paid insurance premiums upon acceptance of written application by the insurance carriers on the first of the month following the month work commenced.
2. Changes in family status shall be reported by the employee to the personnel office within 30 days of such a change. The employee shall be responsible for any overpayment of premium made by the board on his/her behalf for failure to comply with this paragraph.
3. Employees who have board-provided insurance are responsible to contact the insuring carrier within 30 days of termination for conversion provisions available after termination.

b. Health Insurance

1. The Board shall provide the MESSA Choices II health plan with a \$10/\$20 prescription card **and \$100/\$200-In-Network Deductible**. The Board will reimburse prescription co-pays of \$472 per year in a lump sum payment each July.

**THE ABOVE HEALTH PLAN IS NOT SUBJECT TO THE TERMS AND CONDITIONS OF (ARTICLE 25, SECTION J) FOR THE 2009-2010 CONTRACT YEAR.**

2. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

3. By November 1, 1997, the employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code. Under this plan, the employer shall provide a cash option in lieu of health benefits.

The cash amount shall be equal to the MESSA Super Care I single subscriber rate.

The amount of the cash payment received may be applied by the bargaining unit member to a Tax Deferred Annuity program made available by the District. To elect a Tax Deferred Annuity, the bargaining member shall enter into a salary reduction agreement.

Until the Section 125 plan is implemented, benefits in lieu of health insurance will continue to be paid by the employer into a tax sheltered annuity according to past practice.

By November 1, 1998, the employer will institute a broader 125 plan allowing salary reductions for dependent care and insurance premiums.

c. Dental Insurance

1. The board agrees to pay the premiums for the Delta Dental Plan 80-80-80 with a \$1,500 orthodontic rider and pay the full cost of the premiums.

2. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

d. Life Insurance

1. Upon acceptance of written application, the board agrees to provide each full-time employee with payment of premiums for \$15,000 in group term life insurance with accidental death and dismemberment benefits. Coverage will be effective upon active employment and terminate upon resignation date.

2. All benefits and coverage shall be subject to and conditioned upon proper application by the employee for coverage and acceptance of the application by the carrier. All benefits and coverage shall be subject to and conditioned by the terms and provisions of the policy, rules and regulations of the carrier.

e. Vision Insurance

The board agrees to provide each full-time employee with vision insurance VSP-3+ during the duration of this Agreement.

f. Miscellaneous Provisions

1. Employees hired after July 1, 1982, shall be entitled to receive full fringe benefits if they work 1820 hours during each year of the contract. Full-time school year employees who work up to 1517 hours per year shall be responsible for 2/12ths of the cost of health insurance. School year employees who work between 1517 and 1820 hours per year shall be responsible for 1/12th of the cost of health insurance.

2. Employees hired after July 1, 1982 shall be entitled to receive full fringe benefits if they work 1820 hours during each year of the contract. Employees who work less than 1820 hours shall receive pro-rata benefits based upon the percentage of hours they work during the course of the year as opposed to 1820 hours. (Example: 910 hours/1820 hours = payment of 50 percent fringe benefits.

3. Employees who work 20 hours or less per week will not be entitled to these premium payments for insurance benefits.

29. WAGES

CLASSIFICATION	HOURLY RATES	WKLY
	2009-10	HRS
1. Secretary	14.74	40
2. Custodian	14.84	40
3. Mechanic/Driver	15.99	40
4. Bus Driver	15.06	30-40
5. Custodian/Driver	14.95	40
6. Maintenance/Driver	15.99	40
7. Head Custodian/Driver	15.99	40
8. Paraprofessional	14.17	35-40
9. Head Cook	14.43	40
10. Assistant Cook	13.96	30-40
11. Food Service Helper	13.69	20-40

**THE ABOVE SALARY SCHEDULE IS NOT SUBJECT TO THE TERMS AND CONDITIONS OF (ARTICLE 25, SECTION J) FOR THE 2009-2010 CONTRACT YEAR.**

The head cook shall receive a stipend equal to the difference between the current Head Cook wage and the other Department Heads within the school district. A one-time payment will be made by the school district each year on the Head Cook's anniversary date. It is further understood that this language shall only apply to the current Head Cook, and shall be open for review upon a change in that position.

a. Initial employment rate and schedule for first through fifth years for the above classifications shall be as follows:

60 Day	1st Year
Probationary	(Remainder)

<u>(Days Worked)</u>	<u>of Year)</u>	<u>2nd Year</u>	<u>3rd Year</u>	<u>4th Year</u>	<u>5th Year</u>
\$1.35/hr.less than full rate	1.10/hr.less than full rate	.85/hr.less than full rate	.60/hr.less than full rate	.35/hr.less than full rate	Full rate

b. Hazard pay of twenty cents per hour shall be paid for all hours worked on scaffolds outside of the building, gymnasium, auditorium, stairwell, etc. The employee is to notify his supervisor at the end of the day concerning the total hours of scaffold work.

c. Bus driving school shall be paid at the regular hourly rate.

d. Bus drivers who are assigned an extra-curricular bus trip requiring that they be on the road in excess of eight hours will be provided meals as per board policy.

30. INCLEMENT WEATHER

On days when school is cancelled or delayed because of inclement weather all essential personnel must report to work at their regularly scheduled time. If an employee is unable to report to work because of adverse conditions he/she may elect to use a vacation or personal day in order to be paid for that day, providing they have such days available. Essential personnel include custodians, maintenance, mechanics and secretaries. Food service personnel already at work when school is cancelled will receive three (3) hours call-in pay.

31. CHAUFFEUR'S LICENSE

The board will reimburse all drivers for the cost of obtaining a chauffeur's license after the driver submits a request for reimbursement to the office.

32. PENSIONS

The Employer **will pay the legally required** cost of the present pension plan **as prescribed by Michigan State Law.**

33. LONGEVITY

- Completion of the **eighth** year .....\$800
- Completion of the twelfth year .....\$900
- Completion of the nineteenth year .....\$1,000
- \*Completion of the twenty-sixth year .....\$1,100

Longevity payments for eligible employees shall be made on their anniversary date after they have completed their work to qualify for that longevity payment.

34. TERMINAL PAY

An employee upon retirement from the Houghton-Portage Township Schools will receive termination pay under the following circumstances:

- Ten consecutive years of service ..... \$500
- Each consecutive year of service beyond 10 years of  
service to 20 years of service .....\$75 each
- Each consecutive year of service beyond 20 years .....\$125 each

--Must retire through retirement system.

35. DURATION OF AGREEMENT

The proposals of this Agreement will become effective as of July 1, 2009 and will remain in full force and effect until June 30, 2010. If either party desires to terminate this Agreement, it shall, at least 60 days prior to the termination day, give written notice of termination. If neither party shall give notice of termination, this Agreement shall continue in full force and effect from year to year thereafter, subject to notice of termination by either party on 60 days written notice prior to the current year's termination.

FOR THE BOARD OF EDUCATION

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## **SICK LEAVE BANK**

A sick leave bank may be established by bargaining unit (AFSCME) members from their own accumulation of unused sick days. Below are the key points which will govern the sick bank:

### **Philosophy**

For the purposes of this policy, an extended serious health condition shall mean a condition which involves the continuing active treatment by a physician for a chronic or long-term health condition that is serious enough that if not treated, would most likely result in death or long-term disability.

### **Administration of Sick Bank**

- The sick bank can accumulate a maximum of 90 days from employee contributions.
- Unit members could elect to transfer sick days to the bank in September and February, during the second pay period, with an option to members to add days when the bank is reduced to 30 days or less.
- Unit members who have benefited from the use of the bank shall reimburse the bank a minimum of 1 day per year until all days taken are repaid. Those days are to be considered separate from any days donated for the purpose of continued eligibility.
- The sick bank will be governed by a committee of 3 unit members and 3 representatives of the Board of Education. The committee will develop rules and guidelines to assist with the process of determining eligible recipients for sick bank time.
- Decisions made by the Sick Bank Committee are not subject to the grievance procedure.

### **Eligibility**

- All bargaining unit members (AFSCME) are eligible to participate providing they have donated days to the sick bank.
- Participating members may be required as a condition of continued eligibility to donate 1 additional day per year.
- Application for sick bank days must be submitted in written form by the employee, spouse or immediate family member.
- Written documentation from the employee's physician may be required to verify illness and/or date of return to work.
- An employee could receive up to 10 days or 80 hours of sick bank time upon approval of the committee. In the event of extenuating circumstances, an employee could seek a renewal of 20 additional days, up to a maximum of 30 days or 240 hours per fiscal year.
- An eligible employee can borrow days from the bank providing all personal leave days, vacation days, sick days and comp days have been exhausted. Those individuals receiving disability insurance benefits would not qualify for sick bank days.
- The use of banked sick leave days shall be limited to employees only with extended serious health conditions and shall not be used for maternity leave or child care purposes. Sick leave pooled banked days cannot be used for retirement purposes.

Houghton-Portage Township Schools Unit  
Of  
Local 226, Council 25  
AFSCME, AFL-CIO

This form can be used to donate sick days to the sick leave bank. Sick days can be donated during the second pay period in September and February of each year, or at any time when the bank has 30 or fewer days.

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Local 226, Council 25  
AFSCME, AFL-CIO

SICK POOL PROGRAM

Employee's Name: \_\_\_\_\_

Witnessed By: \_\_\_\_\_

Number of Days Donated: \_\_\_\_\_

Today's Date: \_\_\_\_\_



**OFFICIAL GRIEVANCE FORM**

Name of Grievant: \_\_\_\_\_ Classification \_\_\_\_\_

Seniority Date of Grievant: \_\_\_\_\_

**LEVEL 1 – (Discussion with Supervisor)**

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. Contract Article(s) Violated \_\_\_\_\_

C. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

D. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Date

E. Date Discussed with Supervisor \_\_\_\_\_

F. Was the matter resolved by the Supervisor? \_\_\_\_\_ Yes \_\_\_\_\_ No

If yes, what was the resolution? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEVEL 2 – (To Superintendent of Schools)**

A. Date Received by Steward \_\_\_\_\_  
Signature Date

B. Date Received by Superintendent \_\_\_\_\_  
Signature Date

C. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent Date

D. Position of Grievant \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant Date

**LEVEL 3 – (To School Board)**

A. Date Received by Steward \_\_\_\_\_  
Signature Date

B. Date Received by Superintendent on behalf of Board of Education  
\_\_\_\_\_  
Signature Date

C. Date of Next Regular Board Meeting \_\_\_\_\_

D. Disposition by Board of Education \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Board Representative Date

E. Position of Grievant and/or Union \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature Date