

AGREEMENT

between

HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA-NEA

and

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

2011-2013

HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA-NEA

2011-2013

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AGREEMENT

BETWEEN

HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/MEA-NEA

and

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

2011-2013

This Agreement is entered into this 27<sup>th</sup> day of June, 2011, between the Howell Board of Education hereinafter referred to as the "EMPLOYER" and the Howell Educational Support Personnel Association/MEA-NEA hereinafter referred to as the "ASSOCIATION". The term "employee" shall apply to each member of the bargaining unit unless otherwise specified.

(Note: The headings used in this agreement neither add to nor subtract from the meaning, but are for reference only.)

WITNESSETH

WHEREAS, the EMPLOYER has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the ASSOCIATION as the representative for all personnel covered by this Agreement with respect to hours, wages, terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all employees engaged in full-time and regularly scheduled part-time work under the Food Service Division, the Aides/Paraprofessionals Division, the Secretaries Division, Job Placement, Hall Monitors and the Technology Division, but excluding the executive secretaries to the superintendent and to the central office administrators responsible for personnel and all others.
  
- B. The Employer agrees not to negotiate with any other organization purporting to represent the employees as defined in I.A. above for the duration of this Agreement.

## ARTICLE II

### PROFESSIONAL DUES, FEES AND PAYROLL DEDUCTIONS

- A. Any bargaining unit member who is not a member of the Association/Union or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, join the Association/Union or pay a service fee to the Association pursuant to the Association's "Policy Regarding Objections to Political/Ideological Expenditures" and the administrative procedures adopted pursuant to that policy; provided, however, that the bargaining unit member shall authorize payroll deduction for such fee in the same manner as provided elsewhere in this article. The service fee shall be in a legally permissible amount not to exceed the amount of Association dues collected from Association members and shall be determined in a legally permissible manner. In the event that a bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction as herein provided, the Employer shall, at the request of the Association, deduct the service fee from the bargaining unit member's wages and remit same to the Association.
- B. Due to certain requirements established in recent court decision, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- C. The deduction authorization shall continue in effect from year to year unless revoked in writing. The Employer shall deduct one-twentieth (1/20) of annual dues or fees beginning with the second pay in September for twenty (20) consecutive pay periods. All funds deducted shall be transmitted to the Association.
- D. The Association agrees to indemnify and save the Employer, and including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court administered agency costs which may arise out of or by reason of action by the Employer for the purpose of complying with this Article.

It is the mutual understanding and intent of the Employer and of the Association that the above language shall be interpreted so as to protect the Employer from incurring any costs or expenses whatsoever with regard to any hearing or other related appellate or collateral proceeding in any court, administrative agency or other forum arising out of any attempt by the board of education to comply with the provisions of the agency shop/dues deduction provisions of the Agreement such as attorney's fees, witness' fees, court reporter's costs, transcript expenses and costs of any unemployment compensation. In the event of such suits or proceedings, the Association agrees to defend the Employer at its own expenses and through its own counsel, provided, however, that the board shall assume any and all costs and/or expenses whatsoever for any additional counsel the board may hire for the purpose of complying with this article.

- E. Provided all required documents be submitted and verified by the payroll office at least seven (7) calendar days prior to the subsequent payroll date, the Employer shall, with the written authorization of the bargaining unit member, deduct from the wages of that member and make appropriate remittance for MEA-sponsored tax-deferred annuity, MESSA programs not fully employer-paid, contributions or any other plans or programs approved by the Employer. Only one such deduction shall be used by an employee for a tax-sheltered annuity.

## ARTICLE III

### NEGOTIATION PROCEDURE

- A. If both parties agree, any subject matter contained in this Agreement may be opened for negotiations during the term of the contract. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party. Memoranda of understanding which have been executed by the president on behalf of the HESPA and the superintendent or his/her designee on behalf of the Employer shall not continue to be in force and effect, it being understood that any agreements reflected in such Memoranda of Understanding shall continue to be in force and effect only if they are incorporated in this Agreement.
- B. Negotiations for a succeeding contract will commence no later than the first week of February of the year in which this Agreement expires, provided however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such provision is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the Michigan Employment Relations Commission.
- C. In any negotiations, each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the board of education and by the Association members present at the ratification vote, but the parties agree that all representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.
- D. Notwithstanding the provisions set forth in this article, the parties agree to appoint representatives to engage in developing a problem solving/decision-making model to serve as a vehicle for addressing issues of mutual interest and concern during the term of this contract. The Employer shall, at its expense, provide the training necessary to implement such model.

## ARTICLE IV

### EMPLOYEES' RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee, as set forth in Article I, Section A., shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining and/or other activities covered under the Public Employee Relations Act. As a duly elected body exercising governmental power under the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive any employee member of this unit with respect to wages, hours or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.
- B. 1. The local Association and its members shall have the right to use a suitable designated area of the Employer's building(s) for the purpose of conducting local Association meetings, subject to applicable building use policies, provided that the meeting is at reasonable hours after the work day.
2. The Employer's mail service and mailboxes shall be made available to the Association and its members, provided all such material is identified as Association material and bears the signature of the sender. Inter-school mailings shall be consistent with professional standards.
- C. The Association may use office equipment belonging to the Employer when specific consent, in writing, has been obtained from the Employer. All supplies will be furnished by the Association, and all work will be done outside of regular working hours.
- D. Whenever an employee identifies a potential hazard in the work place, he/she shall first notify supervision. In the event the situation is not resolved, the employee may contact the appropriate outside agency.
- E. 1. The Employer will maintain a current manual of board policies and administrative procedures.
2. The Employer will provide the Association access to the manual and all approved changes.
3. Each current and new employee will be given access to all policies for which he/she is accountable. This need not occur with respect to existing policies which are in the process of being revised. Employees will also be given a copy of all new or revised policies.



## ARTICLE V

### EMPLOYER RIGHTS

The Employer, on its own behalf and on behalf of the electors of the district, retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and/or the United States or any other laws or regulations. Except as specifically stated by this Agreement, all rights, powers and authority the Employer had prior to this Agreement are retained by the Employer.

The exercise of these rights, powers, authority, duties and responsibilities by the Employer and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the terms of this Agreement. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools and the direction of employees are vested exclusively in the Employer.

## ARTICLE VI

### COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule I, which is attached to and incorporated in this Agreement, and, except as elsewhere noted, there shall be no deviation from the schedule. It is the responsibility of the Employer to determine the initial step placement on the wage schedule for new employees.

Regularly scheduled, full-time (eight [8] hours per day) ten-month employees may elect either twenty-one (21) or twenty-six (26) pays. The election of either twenty-one (21) or twenty-six (26) pays must comply with all State and Federal regulations.

- B. Employees shall have days off with pay as follows:

- New Year's Day
- Martin Luther King Day
- Good Friday
- Memorial Day
- Independence Day (12 mo.)
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- Act of God Days

When one of the above-mentioned days occurs on a Saturday or a Sunday, the following Monday will be observed except if school is in session. After the Employer develops the Christmas-New Year's holiday schedule however prior to finalization the Employer will seek input from the Association prior to implementation of the Christmas Eve/Christmas Day and New Year's Eve/New year's holiday schedule. The employee may opt to be paid for the day in question or may receive a compensatory day at the supervisor's discretion.

Holiday pay will be based upon the number of hours for which the employee is normally scheduled. In cases where an employee's hours of work vary day-to-day, holiday pay will be calculated as an average of weekly scheduled hours. Employees who have regularly scheduled four-day work weeks will be compensated for holiday pay as follows: Holiday pay will be calculated based on a five-day work week. If the holiday falls on a scheduled workday, the employee will receive the average holiday pay for that day. If the holiday falls on a non-scheduled day, employees will receive their regular weekly pay for scheduled days worked and will receive the average holiday pay for the holiday day not worked.

Except when absent due to family death leave, a personal business leave day which is unrelated to the holiday and is unavoidable and/or illness in a paid sick leave status, an employee must work the day preceding and the day following a holiday during the scheduled work week. The decision relative to working the days preceding or following a holiday shall be upon approval of the immediate supervisor who may allow this to be used

as a vacation day without penalty to holiday pay. Employees who use personal business days the day preceding and/or following the holiday may be required to furnish proof of the unrelatedness and unavoidability of use of the personal business day concurrent to a holiday.

An employee may take the day preceding and/or the day following a holiday without pay if approved by his/her immediate supervisor without penalty to the holiday pay.

During the scheduled student year, on days when students and teaching staff are not required to report to work, a secretary may work or take accrued leave time at his/her option. A secretary may use no-pay days with the mutual agreement of the supervisor before exhausting accrued leave time. The use of no pay days on days when students and teaching staff are not required to report will not be counted towards Unpaid Personal Leave Days covered in Article XII, Section J.

- C. In the event that the district shall request or agree to schedule negotiations or grievance conferences during regular school hours, such employees whose attendance is appropriate shall be released upon proper request from regular duties for the necessary period of time and shall suffer no loss of salary. When an arbitration or fact-finding session is scheduled during the working day, release time from regular duties without loss of pay will be provided for no more than six (6) bargaining unit members in each instance.
- D. The Association president or his/her designee and one representative of each division shall be released without loss of pay, upon request, at least one day each semester for the purpose of participating in MEA meetings provided she/he gives her/his supervisor at least two (2) weeks' advance notice. In the event a substitute is hired, the Association will pay for the substitute.
- E. If a substitute is needed to perform the duties of an absent employee, the following procedure shall be utilized. Individuals who wish to be reassigned shall notify the building administrator or his/her designee, in writing, within thirty (30) days of the commencement of the school year in order to be eligible to substitute in another bargaining unit position.
  - 1. If the head school manager, or cook manager or kitchen manager is absent, the baker in that building must move up into the manager position. In buildings where there is no baker, the #1 food service assistant must fill in for the manager. Where a food service employee other than the manager is absent, the duties of the absent employee shall be made available to the most senior employee at the work site. Should the most senior employee decline the position, the next, in seniority order, will be offered the duties of the absent employee, and so on, resulting in a substitute receiving the least number of hours at a work site. If a manager doesn't feel the substitute is capable of doing all of the assigned duties, the manager will offer the assignment to the most senior employee available to do the assignment at the time it is needed to be done.
  - 2. HESPA members who substitute in other higher paid HESPA positions will be paid the rate of pay that applies to that position effective on the first day of the substitute assignment at the member's current step.
  - 3. HESPA members shall have the right to accept substitute positions in other bargaining unit positions and to engage in a qualified bargaining unit or non-bargaining unit substitute

provided, however, that all conditions listed below are satisfied:

- a. the bargaining unit or non-bargaining unit substitute has been approved for assignment in the (given) building with supervisory approval;
  - b. the employee whose absence is to be covered (i.e., aide, secretary) has no objection to the bargaining unit or non-bargaining unit substitute who has been selected to substitute;
  - c. the employee seeking to substitute in another bargaining unit position has made all substitute coverage arrangements.
- F. Food service managers who are required to take the state mandated training or any recertification associated with the aforementioned mandated training shall be paid her/his regular wage for all the time spent in such mandated training recertification. All costs associated with the training or recertification (i.e. materials such as books and study guides - one per building, cost of class and testing fees) shall be borne by the Employer. Any food service employee who takes the state mandated training at her/his own expense shall be reimbursed for all costs incurred when she/he attains manager status where the state mandated training is required on a one time only basis for each certification/recertification cycle. An employee who does not successfully pass the testing will receive no additional compensation for that test cycle.
- G. Employees who are required in the course of their work to drive personal automobiles shall be reimbursed for actual mileage in accordance with board policy. Mileage shall be turned in monthly and must be approved by the immediate supervisor. This provision shall not apply to meetings, in-services or other such occasional opportunities which may arise.
- H. Employees shall not be required to perform the duties of absent certified staff members except as the result of legitimate educational experiences which necessitate the absence of the certified staff member. In the event that an activity requires the presence of a certified staff member during the employee's work day, the employee shall receive compensatory time for the time spent beyond thirty (30) consecutive minutes supervising the students of the absent certified staff member (excluding teaching outside of regular assignment, i.e. team teaching).
- I. Whenever a food service employee works as a breakfast helper, she/he for that time period shall be compensated at the rate of one cent (\$.01) below her/his pay rate for all time worked unless the employee's normal rate of pay is the same as the breakfast helper.
- J. Food service employees will be paid double time for all hours worked on Saturdays and Sundays regardless of the total number of hours worked in a given pay period. In the event that an employee is allowed to accrue compensatory time in lieu of wages, compensatory time shall accrue at time and one-half (1-1/2) for all hours worked.
- K. If school is called because of an Act of God day, an employee who has requested a personal business day, vacation day or a sick day will not have that day taken from his/her accumulated days. Employees shall not be required to report on Act of God days and shall not be reduced in compensation. When an Act of God results in the closing of school after the day has commenced, then employees shall be excused without loss of pay after the last student has left the school, except that food service employees shall be excused upon the approval of the food service supervisor and paid their normal daily rate of pay if asked to report at a later time to make up unfinished work. If additional school days are needed, employees shall be required to work and shall receive their normal daily rate of pay.

- L. Employees having perfect attendance (i.e., no personal or sick leave) will be paid a stipend of three hundred dollars (\$300), payable each July. The use of Family Death Leave days will not adversely affect the awarding of the Perfect Attendance stipend.
- M. The work week shall normally be five (5) days, Monday through Friday. Employees working in excess of forty (40) hours in a given work week shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate for the job for time worked beyond forty (40) hours. Double time shall be paid for all hours worked on Sundays and holidays.

## ARTICLE VII

### EVALUATION OF PERFORMANCE

- A. An employee's performance shall be observed and evaluated a minimum of 2 different occasions in a professional manner by his/her immediate administrative supervisor. At no time will the administrative supervisor use the comments and/or views of other HESPA members or teachers when writing the evaluation that have not been disclosed or substantiated. The presentation of the evaluations to the employee will be given during the employee's workday. If evaluations cannot be given during the employee's workday, the employee will be compensated in 15-minute increments. Any evaluation shall be in writing and a copy given to the employee.

Employees shall be evaluated according to the following schedule:

0-5 years (in Howell) at least every two (2) years;

6-10 years (in Howell) at least every three (3) years;

11 or more years (in Howell) at least every five (5) years.

If no evaluation takes place, the performance of the employee shall be deemed satisfactory.

- B. The Employer shall bring any deficiency and/or complaint to the attention of the employee within five working days of the incident. Any serious deficiency and/or complaint not previously brought to the attention of the employee shall not be made part of the employee's evaluation. If a subsequent evaluation does not continue to reflect the deficiency, it shall be deemed that adequate improvement has taken place.
- C. If the evaluator believes an employee is doing unsatisfactory work, it is the responsibility of the Employer to make specific written recommendations for improvement of the employee's performance.
- D. A copy of the written evaluation shall be submitted to the employee at the time of the personal interview or within ten (10) days thereafter, and the employee shall have the opportunity to review the evaluation report. The evaluation form used shall be mutually agreed upon by the Association and Employer. The employee will sign the report signifying receipt of same. The employee's signature shall be construed as an acknowledgement of receipt and not necessarily agreement with the contents of the evaluation.
- E. In the event an employee is to be reprimanded, warned or disciplined for any infraction or delinquency in performance, the employee shall be entitled to have present, upon her/his request, a representative of the Association. If the reprimand is to be reduced to writing and made part of her/his employee record, the employee shall be furnished a written copy of such document with an Association representative present.
- F. The Employer shall avoid having any employee disciplined or reprimanded within sight or sound of a parent, teacher, student or other employee.
- G. The Employer agrees to follow a policy of appropriate and progressive discipline, with discharge as a final resort. No employee shall be discharged or demoted without just cause. Any such action may be made subject to the grievance procedure.

- H. Each employee shall have the right upon request to review the contents of his/her personnel file, provided, however, that all initial letters of recommendation or reference shall first be removed. A representative of the Association may accompany the employee in any such review if requested by the employee.
- I. The Employer and the Association shall each appoint five (5) representatives to serve on the evaluation review committee. This committee shall review the current evaluation instrument(s) and shall make a recommendation as to any changes in the evaluation form.
- J. The duties of some members of the bargaining unit require, by their very nature, the supervision of students in the absence of certified staff members. These include lunchroom and playground aides, computer lab paraprofessionals and Title I aides. Staff whose duties would not typically include the supervision of students, but who are required nonetheless to perform such supervision, and who object, should do at least the following:
  - 1. Advise the administrator in charge of the concern, and seek a mutually agreeable resolution, or
  - 2. In the event that Step 1 does not resolve the problem to the satisfaction of the employee, she/he shall request a formal meeting with association and administrative representatives.

## ARTICLE VIII

### HOURS OF WORK

#### A. Secretarial/Clerical/Job Placement/Print Shop/Technical Employees

1. The work day normally shall be eight (8) hours per day exclusive of lunch period; the work week normally shall be forty (40) hours per week, Monday through Friday. Starting time shall be established by the immediate supervisor.

The Employer recognizes the principle of a standard forty (40) hour work week and will make every reasonable effort to set forth work schedules and make work assignments which can reasonably be completed within such standard work week.

2. All employees in this category shall be entitled to an unpaid duty-free lunch period of not less than one-half hour (30 minutes), or more than one hour (60 minutes).
3. During the summer, variations in reporting hours may occur with the supervisor's approval.
4. The work day for elementary school clerks is normally 5.75 hours. These hours are subject to change, however, based upon student count each school year. If the enrollment in any elementary school reaches six hundred fifty (650) students, then the clerk time for that building shall increase to six and one-half (6.5) hours per day. If an elementary building's enrollment should rise to seven hundred (700), then clerk time will increase to eight (8) hours per day. Time assignments for elementary clerks shall be established once per school year, based upon the official, unaudited fall student count. Once clerk time is established for a given elementary school, the time assigned will not change for the balance of that school year, regardless of any fluctuations in student enrollment.

- B. Food service employees who are scheduled to work the breakfast shift on days where lunch is not served will be guaranteed a minimum of three (3) hours of work paid when they are scheduled to come in. All food service employees have the option to decline any work over and above their regularly scheduled shift on days where lunch is not served.

#### C. All Association Divisions

1. All food service/aide/paraprofessional and hall monitor employees shall be entitled to one-half hour (30 minutes) unpaid, duty-free, uninterrupted lunch period to be scheduled by the supervisor. If said lunch is scheduled before or after the employee's work day, the employee shall not be required to be present.
2. The work week shall normally be five (5) days, Monday through Friday. Employees working in excess of forty (40) hours in a given work week shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate for the job for time worked beyond forty (40) hours. Double time shall be paid for all hours worked on Sundays and holidays.
3. Restroom facilities will be provided which may be shared with other staff, but are not available to students.



4. All employees shall receive one (1) paid fifteen- (15) minute relief period per day for each four (4) hours worked. Full-time [six (6) hours or more] employees shall receive an additional paid fifteen- (15) minute relief period per day.
5. The work hours of employees assigned to instructional sites shall be scheduled consecutively within the K-12 student day, with not more than one (1) hour reporting time prior to the start of the students' day and no more than two (2) hours after the end of the students' day.

## ARTICLE IX

### WORK LOADS AND ASSIGNMENTS

- A. The Employer believes that equalization of work assignments within a division within the District is desirable. It is recognized that job assignments are the right of management. In making assignments, the employee's length of service with the Employer, experience, qualifications, competency and other relevant factors shall be considered.
- B. A written general job description for each position shall be on file in the personnel office. Upon interview or reassignment, a written general job description shall be given to each employee, including description of the job duties, requirements and the qualifications necessary for the performance of the job.
- C. The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or participation by employees in the activities of the Association.

### FOOD SERVICE

- A. Newly bid assignments will take effect with the start of the ensuing school year and shall not be subject to the forty (40) day probationary period.
- B. Bids will be made every two (2) years (in the even-numbered years), except where the Employer intends to open another facility requiring food service in the ensuing year, or in the event of closing a facility in the ensuing year, in which case bids will be entered for that year, whether or not the year is even or odd numbered.
- C. Food service employees will be notified at least 30 days in advance of the job bidding date. Descriptions of all positions are to be made available to all employees at least 15 days prior to the scheduled job bidding date and are to be posted in each of the Employer's kitchens. Employees unable to attend job bidding but still wishing to bid may make arrangements with the Food Service Supervisor or Association Representative via written statement of the job they wish to bid for, and up to several alternates in order of preference. The employee's designee will then bid for the employee by seniority.
- D. An Association Representative, chosen by food service employees, will be present in the job bidding room and allowed to be available to the employees as they make their bid decisions. The Supervisor and Association Representative will arrange to meet prior to the bid day.
- E. Employees with Manager job titles are to come into the job bidding room, one at a time, by seniority. They are to bid within their job category or a lower managers position. If they elect to bid into a Food Service Assistant position, they are to rejoin the employees awaiting bidding. Once all managers have completed their bids, those managers wishing to bid on a Breakfast Helper position will then rejoin the remaining employees. All remaining employees are to come into the job bidding room, one at a time, by seniority. Those remaining are to bid within their job category and/or that of a Breakfast Helper. Employees may only bid into a job title that they are qualified for before entering the job bidding room. Food Service Assistants are to bid within their job title only. At the end of the bidding, any positions still open are posted

through Personnel. It is the employee's responsibility to understand a job's particular requirements and make prior arrangements to meet the qualifications if interested in bidding into said job.

- F. When a food service employee declines an offered position within seven workdays of accepting that position, the position can be offered to the next qualified applicant without reposting.
- G. In the event of an employee absence, the position will be offered by seniority to food service employees in the affected building. The employee must be willing to cover the whole shift of the absent employee. Each position open as a result of this moving up for the day will be covered in this same manner. Substitutes may then be called in for any remaining positions to be filled at the manager's discretion - meaning that the substitute(s) will fill as much of the open position(s) as the manager deems they are capable. This will pertain to all schools.
- H. It is the responsibility of the employer to determine when school building kitchens are to be used for purposes other than regular school meal service to students. Such catering opportunities shall be offered by building where the catering occurs and by seniority. As more opportunities arise, catering will be equalized within each food service kitchen. If no employees are interested in doing the catering in their buildings, the catering will be offered to the high school food service staff. Compensation for catering will be at the Cook's rate of pay and at the employee's step.

## ARTICLE X

### VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in an existing, restored or newly created position is to be filled, the vacancy will be posted first for application by current bargaining unit members. Notice of the vacancy will be made by posting in each work location. The posting notice shall include a job description, current qualifications, location, hours, weeks of work and rate of pay. All vacancies will be posted for a minimum of five (5) work days, and no applicant will be interviewed during the five (5)-day posting period.

Any member who has successfully passed the previous secretarial test, prior to the implementation of the new production test, at either the clerk or secretarial level, or is currently in a clerical position, will be deemed qualified and will be exempt from testing for future clerical postings.

- B. Upon the expiration of the posting, the internal applicant consideration period will commence. No non-bargaining unit applicant will be interviewed or considered for the position at this point. Applications/resumes of external candidates will be held in the personnel office during the internal candidate consideration period. Bargaining unit applicants will be interviewed, provided they meet the qualifications set forth in the posting.

In the event that the hiring supervisor determines NOT to select the bargaining unit applicants, then she/he will make a personal contact (by telephone or in person) to discuss the basis for the non-selection. At this point, applications of external candidates will be made available to the hiring supervisor for interview. The supervisor may hire from the external applicant pool, request external advertising of the position or reconsider a (previously rejected) bargaining unit member.

In the event that the position is modified in any respect (including but not limited to qualifications for the position) before it is filled, then the posting/interviewing procedures set forth in paragraphs one (A) and two (B) of this section will recommence.

- C. Seniority employees who are selected for a new (i.e., different) bargaining unit position shall be considered to be in a probationary placement for the first forty (40) workdays. At any time prior to the expiration of the forty (40)-day period, the employee may be administratively replaced in her/his previous position, and/or she/he may opt to return to her/his previous position. During the probationary placement period, the employee shall continue to enjoy all applicable benefits of the collective bargaining agreement (i.e., the employee shall not be considered to be a new probationary hire).
- D. Postings for Food Service Assistant shall be filled by seniority from within the current Food Service division at the time of posting (i.e., the job will be awarded to the most senior Food Service Assistant who applied). The forty- (40) day probationary period shall apply.
- E. All employees are encouraged to train and prepare for promotional opportunities. Whenever the Employer's community education department is able to offer a secretarial skills enhancement class, pursuant to that department's guidelines for enrollments to make such class feasible, then bargaining unit members may attend the class free of charge.

F. Temporary Filling of Vacancies

1. Temporary employees hired to fill the vacancy of a bargaining unit position will be allowed to work a maximum of thirty (30) days at an hourly rate commensurate with the position, at which time the position must be filled by a bargaining unit employee.
2. The above provision shall not apply to vacancies that occur during the last sixty (60) calendar days of the school year except for vacancies in twelve (12) month positions. However, the position shall be permanently filled prior to the beginning of the school year following the vacancy.
3. If the position cannot be filled within this time limit, extension of this time limit shall be mutually agreed upon between the Association and the Employer.

## ARTICLE XI

### PROBATION, TERMINATION, SENIORITY, LAYOFF, REDUCTION AND RECALL

- A. New employees will be in a probationary status for the first six (6) months of employment.
- B. Any employee whose services are terminated shall be notified at least two (2) weeks in advance in writing. An employee who plans to terminate his/her services shall notify his/her immediate supervisor at least two (2) weeks in advance in writing.
- C.
  - 1. It is hereby recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees when economic conditions dictate. If and when the Employer is required to lay off bargaining unit employees, the necessity for and the effect of such reductions will be discussed with the Association. In the event of a dispute concerning the individuals to be laid off, the Association shall have a right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review will have taken place.
  - 2. Seniority shall be defined as the length of continuous service with the Employer in a bargaining unit position. Accumulation of seniority shall begin on the employee's most recent date of hire. In the event that one individual has the same starting date of work, position on the seniority list shall be determined by casting lots. Continuous service shall begin with the last date of hire and continue until termination of employment. Transfer, promotions, demotions, leaves of absence and/or layoff (unless an employee fails to comply with the recall provisions as stated elsewhere in this Agreement) shall not constitute an interruption in continuous service.
  - 3. Each year the Employer shall prepare a seniority list for each division and transmit copies of same to the Association on or before the first day of November and shall be updated by May 1. If the Association is in disagreement on any part of the seniority list, it will notify the Employer of any alleged errors in writing within thirty (30) calendar days after receipt of the seniority list. Failure to so advise the Employer of any alleged inaccuracy in the seniority list shall be conclusively deemed to constitute agreement that the list is accurate. The dates of hire agreed to by the parties on March 19, 1982, shall not be subject to this section.
  - 4. No employee shall be laid off without at least thirty (30) calendar days' notice, except by mutual agreement between the employee and the supervisor. When a layoff takes place, employees shall be laid off by division in inverse order of their seniority from the last date of hire, i.e., the least senior employee on the seniority list being laid off first, provided a more senior employee is qualified to perform the duties of the least senior employee.

If layoffs are necessary, the administration will determine which positions have been eliminated. The person(s) holding the eliminated position(s) will be considered "displaced." The least senior person within the division will be laid off. The "displaced" employee will take the position held by the least senior employee if she/he is qualified for the position. If a vacancy is available and the displaced person is qualified, the displaced person can be placed in the vacancy eliminating the need for layoff of the least senior person within the division.

When an employee's regularly scheduled weekly hours are reduced by twenty-five percent

(25%) or more, the procedures of this section shall be followed. "Qualified" shall mean that the employee has had previous, regularly assigned experience within the district in the area which constitutes the greater portion of the assignment. For purposes of this paragraph, qualified areas are those listed by Roman numeral under Schedule I of this Agreement. Said employee will take the position held by the least senior employee, provided she/he is qualified for the position. Should a vacancy be available for which the laid off/displaced employee is qualified, then that employee will be placed in the vacancy, thus eliminating the need for layoff of the least senior employee in the division.

5. Contractual aide time as identified in the HEA-Howell Unit contract class size language shall not be applicable to the twenty-five percent (25%) reduction rule. Reductions in contractual aide time shall be effected only at the end of a month in which the class size reduction occurs.

6. Employees laid off through the procedure as stated in this article shall be maintained on a recall list for a period of two (2) years and shall be recalled in reverse order of their layoff provided the individual meets the qualifications and has the necessary skills and experience for the vacancy.

7. Laid off employees shall be recalled to positions for which they are qualified in order of greatest seniority. An employee is qualified for recall to a position if the employee has had previous, regularly assigned experience within the District. Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of recall notice, he/she shall be considered as having voluntarily terminated his/her employment. The Employer will attempt to contact each employee by telephone to provide notice of recall.

An employee shall have the right to refuse recall to a position for the following reasons and shall remain on the recall list:

- a. when said position constitutes less than seventy-five percent (75%) of the employee's most recent assignment prior to layoff as it relates to hours and/or wage rate.
- b. when said position is regularly scheduled to commence earlier than 7:00 a.m. and/or to extend beyond 5:00 p.m.

8. Each employee is responsible for keeping the Employer advised in writing of any change of address and will not be excused for failure to report for work on recall if he/she fails to receive recall notice because of his/her own failure to advise the Employer in writing of his/her change of address.

9. A recalled employee will have accumulated vacation, sick leave and personal business days restored.

10. Posting notices of vacancies within the bargaining unit will be mailed to all bargaining unit employees laid off under provisions of this article. Vacancies which occur during the summer school recess will be posted by mail to each bargaining unit employee. The Employer may, at its option, but shall not be required to, interview and consider employees on layoff until active employees have been considered for the vacant position(s). No laid-off employee shall be required to apply for any position. Failure to apply shall not jeopardize recall rights.



## ARTICLE XII

### LEAVES OF ABSENCE

- A. 1. All benefits provided by this Agreement shall be prorated on a school-year basis for new hires, persons on leave of absence and those terminating employment with the Employer. Employees shall receive the following sick day allotment:

Secretarial Division / Job Placement Coordinator / Print Shop Technicians / Technical Employees: Sick leave will be earned and credited to employees at the rate of one (1) day per month of employment.

Aide, Food Service & Hall Monitor Divisions: Employees within these divisions with five (5) or fewer years experience as a Howell Public Schools employee shall receive six (6) sick leave days per year. Employees with more than five (5) years experience as a Howell Public Schools employee shall receive nine (9) sick leave days per year.

2. Sick leave days will be given on a prorated basis to employees who do not work or do not complete a full year of employment.

3. Sick leave days shall accumulate without limit, and upon termination (other than discharge) the employee shall receive her/his regular rate of pay for fifty percent (50%) of unused sick days.

4. When employees in the Aide, Food Service or Hall Monitor Divisions reach their 5th anniversary date, the employee will contact Personnel in writing to be credited with the 3 additional sick days.

- B. Employees absent due to injury or illness covered by Worker's Compensation shall be paid the difference between Worker's Compensation benefits and their daily salary and this shall continue for the duration of their accumulated sick leave days.

Each day's use of sick time shall be counted as use of one-half (1/2) day of accumulated sick leave regardless of the exact amount contributed by the Employer.

- C. In the event of an illness in the immediate household family, or as defined in "Immediate Family Death Leave" the employee may use his/her then accumulated sick leave. Upon request of the Employer, medical certification may be required from the attending physician.

- D. Immediate Family Death Leave - Up to five (5) days paid leave in the event of a death in the "immediate family" shall be allowed. "Immediate family" shall be deemed to include parent, spouse, child, brothers and sisters, grandparent or grandchild. Up to five (5) days paid leave in the event of a death of in-laws of the above. Family death leave days do not have to be consecutive.

- E. Paid Personal Leave - Personal leave days are provided for legitimate business, professional and family obligations, including funerals that an employee regularly encounters and which cannot be met outside the regular school day. Up to two (2) days per year will be allowed each employee. Unused personal leave days will roll forward into the next contract year as sick leave.
- F. Association Business Leave – Up to four (4) days' paid leave annually shall be authorized for the Association president or designee.
- G. Maternity/Child Care Leave/General Leave
1. A leave of absence without pay may be granted for up to one (1) year for the purpose of maternity/adoption/child care or any other purpose approved by the Employer.
  2. The application for such leave shall be received by the Employer no later than sixty (60) calendar days prior to the effective date in the event of a pregnancy, and shall include a statement of the prospective commencement and desired termination date.
  3. Leaves for adoption of a child, or for the purpose of providing care for a chronically ill child, shall begin at a mutually agreed upon time between the Employer and the employee.
  4. If an employee does not comply with all the above conditions, approval for such leave may be rescinded.
- H. Professional Growth
- Employees attending conferences, seminars, etc., during regular working hours, at the direction of the employer, are in a pay status. Employees may be granted, at the sole discretion of the employer, unpaid leaves of absence to participate voluntarily in professional growth activities. In-service educational programs should be planned jointly by the Employer and the Association. All employees for whom in-service programs are designed should be released from duty to participate in the program. Any employee who is required to attend professional development offered to them by the Employer will be in a paid status.
- I. If any employee is required to serve on a jury, she/he shall be granted leave and paid the difference between her/his pay for such jury service and the money she/he would have earned under this agreement. Such payment during leave shall not extend beyond a twenty (20) day period. If the employee is temporarily excused from jury service for a period of one (1) full day or more, she/he shall report for employment during such periods. In the event an employee is called by the employer to testify in any proceeding, she/he shall be granted leave with pay.

- J. Unpaid Personal Leave - With the prior approval of her/his supervisor, an employee having from one (1) through five (5) years of service in the bargaining unit may take up to five (5) days leave without pay in any year. An employee having more than five (5) years of service may be granted up to ten (10) days leave without pay in a given year upon approval by the supervisor.

## ARTICLE XIII

### INSURANCE PROTECTION

- A. Employees hired prior to January 1, 2003 and who are regularly scheduled to work thirty (30) or more hours per week in their primary job function and who do not receive greater or substantially the same level of health and/or dental insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, Saver Rx, Adult Immunization. The District will provide the vision and dental coverage through self-insurance at the same or better coverage as was provided by VSP II Silver and Delta Dental Plan A.

The transition from VSP II Silver and Delta Dental Plan A to self-insurance through the District will take effect August 1, 2011.

MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, \$10/20 Rx, Adult Immunization single subscriber employee to be reimbursed \$250 if \$1000 drug out of pocket maximum is reached; 2-person and full family subscriber to be reimbursed \$500 if \$2000 out of pocket maximum is reached.

- B. Employees who are regularly scheduled to work at least twenty-five (25) but fewer than thirty (30) hours per week in their primary job function and who do not receive greater or substantially the same level of health and/or dental insurance coverage through a policy provided by the employer of a family member shall be provided:

An amount equal to sixty-seven (67%) percent of the premium cost of MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, Saver Rx, Adult Immunization.

Employees who make such an election shall authorize payroll deduction for the remaining thirty-three (33%) percent of the premium. Employees who do not have sufficient funds through payroll deduction to cover the required premium cost shall be responsible for paying the premium directly to the district. Such payment is due before the first of each month in which the premium is due. In addition, employees shall be provided without cost:

The District will provide the vision and dental coverage through self-insurance at the same or better coverage as was provided by VSP II Silver and Delta Dental Plan A.

MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, \$10/20 Rx, Adult Immunization single subscriber employee to be reimbursed \$250 if \$1000 drug out of pocket maximum is reached; 2-person and full family subscriber to be reimbursed \$500 if \$2000 out of pocket maximum is reached.

- C. Employees who are regularly scheduled to work fewer than twenty-five (25) hours per week in their primary job function may elect MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, Saver Rx, Adult Immunization coverage upon completion of a payroll deduction authorization form which authorizes the district to deduct one hundred percent (100%) of the premium cost from the employee's salary. Employees who do not have sufficient funds through payroll deduction to cover the required premium cost shall be responsible for paying the premium directly to the district. Such payment is due before the first of each month in which the premium is due. In addition, employees shall be provided without cost:

The District will provide the vision and dental coverage through self-insurance at the same or better coverage as was provided by VSP II Silver and Delta Dental Plan A.

- D. Employees hired after January 1, 2003, who are regularly scheduled to work thirty-six and one-quarter (36.25) or more hours per week in their primary job function and who do not receive greater or substantially the same level of health and/or dental insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, Saver Rx, Adult Immunization. The District will provide the vision and dental coverage through self-insurance at the same or better coverage as was provided by VSP II Silver and Delta Dental Plan A.

MESSA Choices II \$200/400 Deductible In-Network, \$400/800 Out-of-Network Deductible, \$20 Office Visit, \$10/20 Rx, Adult Immunization single subscriber employee to be reimbursed \$250 if \$1000 drug out of pocket maximum is reached; 2-person and full family subscriber to be reimbursed \$500 if \$2000 out of pocket maximum is reached.

The employee's primary job function is defined as that portion of his/her assignment which carries the greatest number of hours, regularly scheduled per week at a given wage rate. For example, an aide who works twenty-five hours per week as a special needs aide and eight hours per week as a general education aide has as her/his primary job function the position of special needs aide.

Effective July 1, 2011 employees will begin being responsible for paying the full \$200/\$400 deductible.

- E. In addition to the above, all employees shall be provided with a \$10,000 term life insurance policy without cost to the employee. Employees already covered by the \$5,000 MESSA health care insurance provision shall receive an additional \$5,000 term life insurance coverage, for a maximum coverage of \$10,000.
- F. Additional riders of MESSA and MEFSAs options shall be available at the employee's expense through payroll deduction.
- G. All insurance commences upon and is subject to the approval of the carrier.

H. Members of the bargaining unit with an approved unpaid leave of absence may have their insurance premiums paid according to the following schedule:

Three (3) months to two (2) years seniority--Employer pays one (1) month.

Over two (2) years seniority--Employer pays two (2) months.

Over three (3) years seniority--Employer pays three (3) months.

I. In the event an employee is terminated, resigns, is on a non-medical unpaid leave or is laid off during the school year, the insurance shall be continued until the employee has received the pro-rata portion of the twelve (12) month insurance year earned at the time of the termination or layoff. An employee hired after the first required work day of the school year shall be entitled to the above-mentioned benefits subject to the insurance company's underwriting guidelines.

J. Employees receiving fringe benefits fully or partially paid by the Employer as of the date of ratification of this contract shall be grandparented. For purposes of this article, a grandparented employee shall continue to be entitled to the same partial or full fringe benefit so long as she/he continues to work in an assignment having the same or greater number of hours in the primary job function.

K. Effective July 1, 2012, all employees who are eligible for in the health insurance under section A. and D. above will pay \$25/month for 10 out of the 12 months of the school year towards their health insurance premiums.

The Employer shall deduct one-twentieth (1/20) of the health care contribution beginning with the second pay in September for twenty (20) consecutive pay periods.

#### 403 B ANNUITY

The Board and the Association recognize the importance of each employee pursuing an active retirement savings program and in the availability of sound investment alternatives to assist them in achieving their retirement savings goals. The parties agree that MEA Financial Services shall be named as one of the vendors under the District's 403(b) plan as appropriate under IRS regulations and subject to the same terms and conditions applicable to other approved investment providers under the District's 403(b) plan.

The Board agrees that, to the extent that it chooses to contract with a third party to perform support services in administering the District's 403(b) plan, bargaining unit members will not be assessed any fee for such services. Bargaining unit members will, however, be responsible for any costs or fees assessed by an investment provider and/or investment sales agent in connection with an investment selected by the bargaining unit member under the 403(b) plan.

All bargaining unit members shall be eligible to participate in the District's 403(b) plan. The District shall adopt and maintain any 403(b) plan applicable to bargaining unit members in compliance with all applicable Internal Revenue Code requirements.

## ARTICLE XIV

### VACATIONS

- A. All twelve- (12) month employees are eligible for vacation with pay after six (6) months employment with the Employer, according to Schedule II. Scheduled part-time employees will receive prorated vacation time. Vacation with pay may be taken (after the initial six (6) months) after it has been earned and with the approval of the immediate supervisor. Vacation days and/or fractions of days are earned on a month-worked basis in accordance with Schedule II. Example: Twelve- (12) month employee - one (1) year through five (5) years - ten (10) days per year earned at the rate of ten-twelfths (10/12) day per month.
- B. In the event that the employee and the supervisor agree that all vacation earned in a given fiscal year cannot be taken, then a plan to exhaust the unused vacation time must be made by the employee and the supervisor. In no case may unused vacation time be carried over beyond October 1 of the next fiscal year. Employees who have carried over vacation time earned prior to the 1999-2002 collective bargaining agreement shall be entitled to retain the accrued time, or to receive payment for such time already accrued.
- C. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- D. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned.
- E. When employees in the Secretarial, Job Placement and Technology Divisions reach any anniversary date for which an additional vacation day is to be awarded, the employee will contact Personnel in writing to be credited with the additional vacation day(s) earned.

SCHEDULE II

VACATION ALLOWANCE (SECRETARIES/JOB PLACEMENT COORDINATOR/PRINT SHOP  
TECHNICIANS/SYSTEMS ANALYST/COMPUTER-NETWORK TECHNICIANS/ APPLICATION  
SPECIALIST)

<u>Years of Seniority</u>	<u>12-Month Employee</u>	<u>11-Month Employee</u>	<u>Current 10-Month Employee*</u>
1 year thru 5 years	10 days (80 hrs x base pay)	9 days (72 hrs x base pay)	8 days (64 hrs x base pay)
After 5 years	11 days (88 hrs x base pay)	10 days (80 hrs x base pay)	9 days (72 hrs x base pay)
After 6 years	12 days (96 hrs x base pay)	11 days (88 hrs x base pay)	10 days (80 hrs x base pay)
After 7 years	13 days (104 hrs x base pay)	12 days (96 hrs x base pay)	11 days (88 hrs x base pay)
After 8 years	14 days (112 hrs x base pay)	13 days (104 hrs x base pay)	12 days (96 hrs x base pay)
After 9 years	15 days (120 hrs x base pay)	14 days (112 hrs x base pay)	13 days (104 hrs x base pay)
After 10 years	20 days (160 hrs x base pay)	15 days (120 hrs x base pay)	

\* TEN-MONTH SECRETARIES HIRED ON OR BEFORE October 10, 1994.

TEN-MONTH SECRETARIES HIRED AFTER October 10, 1994, SHALL BE ENTITLED TO:

- 2 vacation days after two years of service
- 3 vacation days after four years of service
- 4 vacation days after five years of service
- 5 vacation days after seven years of service
- 6 vacation days after nine years of service
- 7 vacation days after ten years of service



## ARTICLE XV

### GRIEVANCE PROCEDURE

- A. The purpose of the following grievance procedure is to provide a method for equitable settlement at the lowest possible administrative level of those issues which may arise from time to time concerning the wages, hours and working conditions of employees under this Agreement.
- B. Definitions
1. A "grievance" is a complaint regarding any alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Employer relating to wages, hours or conditions of employment.
  2. A "grievant" is any employee, group of employees or the Association who shall present a grievance under this procedure.
  3. The term "days" when used in this Article shall mean Monday through and including Friday exclusive of 1) holidays as recognized in this agreement, 2) Thanksgiving, Christmas, Mid-Winter and Spring break periods.
- C. Procedure--Any employee, group of employees or the Association, in its representative capacity, believing that the basis for a grievance exists as to any particular matter, shall follow the procedure as listed below:

Step 1. The grievant shall attempt to resolve any grievance by informal conference or discussion with the appropriate supervisor or administrator.

The informal conference must be initiated within seven (7) days of the occurrence complained of, or within seven (7) days of the date when said occurrence should reasonably have been known. Failure to initiate such a conference within the time limit specified shall constitute waiver of such grievance.

Step 2. In the event the grievance is not resolved at Step 1, or if no decision has been rendered in five (5) days after presentation of the grievance, the grievant shall reduce the grievance to writing on the approved grievance form, submitting the grievance to the particular supervisor or administrator involved within ten (10) days after the informal conference in Step 1. above. An appropriate form for filing and processing grievances shall be as agreed upon between the parties hereto and such forms shall be deposited with the Association.

Step 3. The supervisor or administrator shall either resolve the matter or answer the grievant and Association in writing within five (5) days. The grievant shall either accept or reject the position stated by the supervisor or administrator within five (5) days and shall communicate such information in writing to the Superintendent or his/her designee.

The processing of any grievance pertaining to general Employer-wide policies, rules, regulations or administrative directives may be subject to the following procedure in lieu of that specified above at Step 3.

Within five (5) days after such a grievance has been processed through Step 2, the Association may, upon written notice to the Superintendent or his/her designee, cause the grievance to be processed directly at Step 4.

During the period of time involved in this step of the grievance procedure, the grievant and the supervisor or administrator are encouraged to continue informal discussion to seek solutions.

Step 4. In the event the grievance is not resolved at Step 3, or at the option of the Association, as described above, it may be referred to the Superintendent or his/her designee. Individual grievances not meeting the description above may be referred to the Superintendent or his/her designee within five (5) days after rejection at Step 3, or if no Step 3 answer is received within the time limits. At this step the grievant and the Superintendent or his/her designee shall meet to seek settlement and resolution of the grievance. This step shall not continue for longer than eleven (11) days.

Within five (5) days after the grievance is submitted to the Superintendent or his/her designee, the Association shall contact the Superintendent or his/her designee and establish a time that is mutually acceptable to both parties. If the parties do not agree upon an acceptable time, the Association will process the grievance at Step 5. Failure to do so within fifteen (15) days terminates the grievance.

#### Step 5. Arbitration Proceedings

If the Association is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the period above provided, the Association may then submit the grievance to arbitration within fifteen (15) days by written notice to the Employer. If the parties cannot mutually agree as to the arbitrator within five (5) days from the notification date that arbitration will be pursued, a Demand for Arbitration form shall be filed with the American Arbitration Association and the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The fees and expenses of the arbitrator shall be shared equally by the parties.

#### D. Miscellaneous

1. In addition to the above methods of settlement of grievances, any other alternative methods may be used which are mutually agreed upon between the parties.
2. Failure at any step of this procedure to communicate the decision of the grievance within the specific time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal the grievance to the next step within the specific time limit shall be deemed to be in acceptance of the decision rendered at that previous step.

3. The Association shall be represented by not more than three (3) employee members in any contact with the Employer. The Association may elect to have present at any discussion or grievance conference described in this Article, a representative of MEA or the Association.
4. When the grievance is settled at any time after it has originally been reduced to writing, the parties shall have five (5) days to conclude a written settlement on the grievance form. One (1) copy will be given to the Superintendent or his/her designee and two (2) copies will be given to the Association.
5. Any individual employee, acting as a grievant, may be represented at any stage of this grievance procedure by a person of his/her own choosing. When an individual grievant is not represented by the Association, the Association shall be given an opportunity to be present at any adjustment of such grievance. Only the Association may process a grievance to arbitration.
6. In the event that a supervisor or administrator is unavailable for the purpose of processing a grievance, the Superintendent or his/her designee, upon written request of the Association, shall, in writing, appoint a substitute to act at appropriate steps on this grievance procedure. Appropriate time limitation shall commence upon notification by the Superintendent or his/her designee.
7. Grievances arising under this Article shall be processed during non-work hours unless otherwise mutually agreeable.
8. No grievance shall be initiated by or on behalf of any employee after the effective date of the employee's termination.
9. The arbitrator who sustains any grievance is empowered to fashion an appropriate award.

E. Limitations Upon Arbitrator's Authority

The powers of the arbitrator are subject to the following limitations:

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall not allow the board or the Association to assert in such arbitration proceeding any ground, or to rely on any ground, or to rely on any evidence not previously disclosed to the other party.
3. The arbitrator shall have no power to interpret state or federal law unless it is necessary to do so in order to determine whether a grievance is arbitrable. An arbitrator does have authority to interpret provisions of this Agreement which reiterate law.
4. The arbitrator shall not have the power to hear a grievance which was not filed or appealed in accordance with the contractual time limits.

5. The arbitrator shall not be allowed to hear a grievance which challenges the demotion or discharge of a probationary employee within the first three (3) months of employment unless the employee had not been formally evaluated during the probationary period; or the demotion or discharge of a probationary employee who has been employed more than three (3) months unless the employee had not been formally evaluated at least thirty (30) days prior to said demotion or discharge.
6. In the event that an arbitration is scheduled during regular working hours, employees called as witnesses to such proceeding shall be released from duty without loss of pay.

## ARTICLE XVI

### MISCELLANEOUS

- A. This Agreement shall supersede any rules, regulations or practice of the Employer which shall be contrary to or inconsistent with its terms.
- B. The Employer shall provide medical services for the purpose of administering T.B. tests to all employees who are required by law to obtain them. Any employee failing to be present at such times must obtain such test at his/her own expense and provide the results to the Employer.
- C-1. Each employee, upon request by the Employer, shall submit to a general physical examination by a physician designated by the Employer. The cost of such examination shall be borne by the Employer.
- C-2. The cost of required pre-employment physicals and finger printing is borne by the employee, as a condition of employment. When the new employee's initial assignment consists of four (4) hours per day or less (or twenty [20] hours per week or less), and that employee has incurred actual, documented cost for the pre-employment physical exam, then the district shall reimburse the employee her/his cost, not to exceed one hundred dollars (\$100) as follows:
- Pre-employment physical
- Up to fifty dollars (\$50) shall be reimbursed after six (6) months of active employment.
- The balance, not to exceed an additional fifty dollars (\$50) shall be paid upon the employee's completion of one (1) year of active employment.
- Finger printing
- Up to one half (1/2) of the cost shall be reimbursed after six (6) months of active employment.
- The balance shall be paid upon the employee's completion of one (1) year of employment.
- D. The parties recognize the importance of protecting confidential information concerning students.
- E. An employee shall not discuss collective bargaining of the Association or grievance matters with students during the course of his/her employment. Any agent of the employer shall not discuss collective bargaining, the MERC election process, the impact of accretion, etc. with the employees in such a manner as to constitute an unfair labor practice.
- F. There shall be no change in the policy established in August of 1983 covering entitlement of food service employees to lunch, without prior consultation with the Association.

- G. Access to a copy of this Agreement shall be provided at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer.
- H. Employees may be expected to supervise students at their work location at times, but shall not be required to discipline them. Nor will employees be required to contact the student's parent/guardian for disciplinary or behavior reasons.
- I. The private and personal life of any employee is not within the appropriate concern or attention of the district as long as it does not interfere with the satisfactory performance of school duties.

The Employer agrees to develop an employee assistance plan to address the problems posed by the illnesses of alcohol and drug abuse. The plan shall suggest steps to be taken by employees with such problems. Employee participation in the plan will not in and of itself jeopardize job security.

- J. A substitute pool for HESPA, modeled after the teacher substitute pool, will be established. The internal subbing process will remain intact and the substitute pool will be used for securing external subs.

## ARTICLE XVII

### JOINT COMMITTEE

- A. The Employer agrees to establish a joint committee with the Association to meet during the school year to discuss problems of mutual concern.
- B. Meetings of the joint committee may be called by either party by the serving of written notice upon the other party at least forty-eight (48) hours in advance of the time of the requested meeting, or at such other times as the members of the joint committee consider necessary and are established in advance. Exceptions to the forty-eight (48) hour notice may be made if members of the joint committee whose presence is necessary are temporarily unavailable.
- C-1. The parties agree to establish a problem-solving committee which shall be set up as a five (5) member committee. Membership on this committee shall include two (2) Association representatives selected by the president of the Association, two (2) administration representatives selected by the Employer. None of the individual representatives to the committee shall be directly involved in the problem to be resolved.
- C-2. The committee shall convene within seven (7) calendar days following a request of the grievance chair for the Association and/or the Deputy Superintendent for Labor Relations and Personnel for the Employer. The seven- (7) day period may be extended by mutual consent.

## ARTICLE XVIII

### CONTRACTING AND SUBCONTRACTING

In the event that the Employer considers exercising its right to subcontract in such manner as to necessitate the layoff of bargaining unit members, then the Union will be notified at least sixty (60) days prior to the date of the board meeting at which such decision shall be made. The Employer agrees to provide the Union with available information which may be needed in order for the Union to formulate a proposal or to submit a bid for the Employer's consideration. The parties recognize, however, that the final decision rests solely with the Employer.



## ARTICLE XIX

### LEAST RESTRICTIVE ENVIRONMENT/MEDICALLY FRAGILE

1. Application of this section shall apply to identified special education students in the following categories: SMI, SXI, TMI, POHI, autistic and medically fragile students.
2. If an employee has a reasonable basis to believe that a handicapped student's current Individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the employee will advise his/her principal of that opinion in writing.
3. On a case-by-case basis, the Employer will determine what training and other support should be provided to an employee who will be providing services to a handicapped student. If an employee disagrees with the Employer-determined training and support, the employee may appeal to a committee composed of two (2) employees selected by the Association and two (2) administrators selected by the Employer. The committee shall invite a fifth (5th) person to participate with the committee. The fifth person invited would be the superintendent of the Livingston Education Services Agency (LESA) or that person's designee. The committee, by majority vote, shall determine the appropriate training and/or support services.
4. The Employer shall determine the need for an employee who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The Employer shall provide release time in the event the Employer directs or authorizes an employee to attend an IEPC which is scheduled during the time the employee is assigned to work. In the event the Employer directs or authorizes training outside regular working hours, the employee shall be in a paid status, not to exceed eight (8) hours in any given day. With prior notice the employee's regular hours may be adjusted for this purpose.
5. The parties agree to meet and confer on the operation of this section and upon formal request of either party, the other party agrees to enter into negotiations on specific issues related to implementation of this section.

ARTICLE XX

SITE-BASED DECISION MAKING/SCHOOL IMPROVEMENT

At least one (1) bargaining unit member from each school building shall be invited to participate on that school's improvement committee. Where release time is not provided, the employee shall participate up to fourteen (14) hours on a volunteer basis. Any additional hours above the fourteen (14) shall be paid at the employee's regular hourly rate.

## ARTICLE XXI

### NO STRIKE CLAUSE

- A. The Association agrees that during the term of this Master Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Employer.
- B. Any employee(s) violating this Article may be subject to disciplinary action with recourse to the grievance procedure.
- C. The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the Employer regarding the administration of this contract or any grievance filed thereunder.
- D. In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:
  - 1. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their actions.
  - 2. Deliver immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
  - 3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.
- E. No lock-out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XXII

SEVERABILITY

If any provisions of this Agreement or any application of the Agreement to any employee or group of employees shall be found to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In such event the subject matter shall be negotiated by the parties for the purpose of reaching appropriate legal language.

ARTICLE XXIII

ENTIRE AGREEMENT CLAUSE

This Agreement supersedes and cancels all previous Agreements, verbal or written or based on alleged Employer practices, between the Employer and the Association or any employee and constitutes the entire agreement between the parties covering employees within the bargaining unit. Any amendment or agreement supplemental hereto shall not be binding on either party unless executed in writing by the parties hereto.

ARTICLE XXIV

WAIVER CLAUSE

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining; and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXV

RED CIRCLE

Notwithstanding the wage rates and vacation allowances contained herein under Schedules I and II, the Employer and the Association acknowledge that certain employees are receiving compensation and other considerations that are greater than those received by other employees in the same or similar classifications. The parties agree that it is not the intent of either party to cause these employees to suffer the loss of pay, hours, benefits or other considerations as a result of the negotiations that resulted in this Agreement. However, whenever one of these employees leaves the employ of the Employer or accepts another position with the Employer in a position or classification different from the one he/she presently occupies, the Employer may fill the vacated position with an employee who will receive the rate of pay and vacation allowance and other benefits and considerations only as provided in this Agreement.

The following individuals are red-circled as follows:

Kim Hunsanger – eligible for co-pay insurance as long as she remains in her current position regardless of the position’s posted hours

Compensation to be at fifteen cents (\$.15) per hour over regular wage rate for all time worked as an aide but excluding substitute assignments.

Nancy Morris  
Linda Box  
Barbara Driver  
Cheryl MacCarreall  
Darlene Smith  
Laura Rumohr  
Kathy Switzer  
Linda Beck  
Ron Rowland

by: \_\_\_\_\_  
Lynn D. Parrish  
for the District

by: \_\_\_\_\_  
Terri Vaughn  
for the Association

**HESPA  
2011-2013**

	Year 1	Year 2	Year 3
<b>A. Food Service*</b>			
I. Head School Manager	13.17	14.32	15.46
Breakfast Manager	13.16	14.31	15.45
II. Secondary/Cook Manager	12.45	13.50	14.58
Breakfast Manager	12.44	13.49	14.57
III. Elementary Manager	11.72	12.75	13.75
Breakfast Manager	11.71	12.74	13.74
IV. Cook	11.72	12.75	13.75
V. Baker	11.72	12.75	13.75
VI. Food Service Assistant	10.01	10.85	11.68
VII. Breakfast Helper	10.01	10.85	11.68
<b>B. Aides/Paraprofessionals</b>			
I. Orthopedic Aide	12.20	13.27	14.33
II. Special Needs (EI, EMI, POHI, LD and LRE)	11.34	12.31	13.28
III. Instructional Assistants	12.00	12.97	13.94
IV. General Aide	9.62	10.48	11.31
V. In-School Suspension	15.16	16.04	16.92
VI. Copy Clerk	10.23	11.09	11.92
VII Technician Mentors	14.69	15.98	17.30
<b>C. Hall Monitors</b>	10.88	11.78	12.71
<b>D. Secretaries</b>			
I. Accounting Supervisor	17.22	18.66	20.09
II. PC App. Specialist/Registrar	16.75	18.16	19.54
III. Financial Assistant	15.64	16.91	18.20
IV. Central Office Secretary	15.45	16.72	17.98
V. Executive Secretary-Curriculum/Staff Development	18.88	20.38	21.88
VI. Print Shop Technician	14.87	16.08	17.31
vii. Building Secretary	14.91	16.10	17.27
viii. Bookkeeper/Secretary	15.39	16.56	17.77
IX. Secretary/Library Svc. Co.	14.84	16.04	17.20
X. Clerk	13.88	15.07	16.20
<b>E. Job Placement</b>	16.78	18.25	19.74
<b>F. Technology</b>			
I. System Analyst	15.90	17.30	18.71
II. Comp/Network Tech./Data Res.	21.69	23.61	25.53
III. Computer Lab Para Pro**	11.40	12.38	13.34

- \* A uniform allowance of \$100, prorated monthly shall be provided to each employee required to wear a uniform. New hires will be provided (3) tops and three (3) aprons the first year. In subsequent years, employees may opt for any three (3) items, except, however, that the employee, with the approval of the supervisor, may opt to receive cash in lieu of the shirt. Food service employees who opt for cash-in-lieu of shirts will receive the cash payment no later than the first pay in October.
- \*\* Computer lab Parapros receive an annual stipend of \$500.

Note: A stipend of \$250 will be paid each semester to the Food Service Sub Caller for sub calling outside her/his scheduled hours.


No wage increase for the duration of the collective bargaining agreement (July 1, 2011 through June 30, 2013).

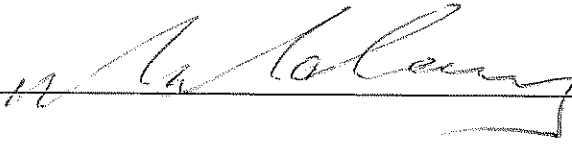


Except as otherwise provided, the provisions of this Agreement shall be effective on July 1, 2011, and shall continue in full force and effect until June 30, 2013.

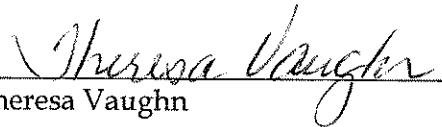
IN WITNESS HEREOF, the parties hereunto set their hands and seals this 27<sup>th</sup> day of June, 2011.

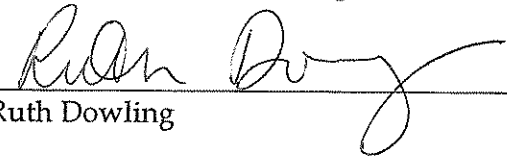
HOWELL PUBLIC SCHOOLS  
BOARD OF EDUCATION

By:  President

By:  Secretary

HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By:  President  
Theresa Vaughn

By:  Vice President  
Ruth Dowling

MEMORANDUM OF UNDERSTANDING  
Between  
HOWELL BOARD OF EDUCATION  
And  
HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The parties agree to the following terms and conditions regarding changes necessitated by the move from Howell High School to Parker High School for affected bargaining unit positions:

No bargaining unit shift assignment shall begin more than one hour prior to the start of the student day, nor end later than 5:00 PM with the exception of the night secretary and the night hall monitor.

Management will establish the specifics of hall monitor assignments. Assignment of staff for daytime hall monitors shall be determined by seniority bid.

The following positions shall continue to be full time 8 hour positions for 2007-08:

- High School Principal Secretary
- High School Assistant Principal Secretary (3)
- Guidance Secretary
- Bookkeeper
- Athletic Director Secretary
- Options Secretary
- Food Service Secretary

Terms and conditions of employment of bargaining unit members providing coverage for the CTE program will be mutually agreed upon by the parties.

Signed: \_\_\_\_\_ Date: 6-1-07  
Lynn Parrish, Asst. Superintendent

Signed: \_\_\_\_\_ Date: 6-1-07  
Terri Vaughn, HESPA President

Addendum to the 2005-2006 Collective Bargaining Agreement  
Between the Howell Public Schools and  
The Howell Educational Support Personnel Association  
Corrective Discipline  
Dated August 30, 2005

Article VII, Evaluation of Performance, contains the following provision:

“The Employer agrees to follow a policy of appropriate and progressive discipline, with discharge as a final resort. No employee shall be discharged or demoted without just cause... (Section G)

The intent of the Addendum is to articulate that policy as follows:

Disciplinary action taken in the case of any HESPA employee is to be corrective and not punitive in nature. The purpose of a program of progressive discipline is to promote and maintain a maximum level of acceptable behavior on the part of all staff, for the ultimate purpose of creating the best possible learning environment for students. A plan of progressive discipline has, as its purpose, intervention in the correction of employee misconduct through the issuance of consequences at levels that most reasonable correlate with the nature and seriousness of the offense(s).

For offenses that are minor in nature, the following steps in corrections should be expected:

First Step - \*Oral warning or oral reprimand

Second Step - Written warning or written reprimand

Third Step - Suspension without pay

Fourth Step - Discharge from employment

\* Oral warnings and/or reprimands are normally documented in writing.

Some examples of such minor offenses are tardiness, or failure to follow a work rule or practice (not resulting in harm or injury to another).

Where offenses are serious in nature, however, the employer is not bound to exhausting each of the corrective steps listed above. Some examples of serious misconduct include theft, possession and/or use of mood altering chemicals in the workplace or sexual harassment.

It should be understood that the employer bears the burden of conducting a full, fair investigation into all complaints that may result in discipline, and that employees will be afforded appropriate due process rights in the investigation (including, but not limited to having the opportunity to answer the charges) before any decision to administer discipline is made. Whenever a disciplinary letter or notice is presented, it is the employee's responsibility to sign the document, it being understood that signature indicates receipt of, but not necessarily concurrence with, the contents of the document.

MEMORANDUM OF UNDERSTANDING  
Between  
HOWELL BOARD OF EDUCATION  
And  
HOWELL EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

The parties recognize that certain bargaining unit jobs have traditionally been full-time (eight-(8) hour-per-day) positions. These include secretaries, financial assistants, bookkeepers, print shop technicians, job placement and technology personnel.

The Employer agrees that it will not reduce the hours of personnel assigned to these positions for the sole purpose of avoiding insurance coverage provided contractually for such full-time employees. It is, however, understood that additional positions in these classifications may well be scheduled for less than full time. In such case, the part-time positions would reflect the need for additional (but not full-time) clerical or technical support, and not an employer-instituted action to reduce fringe benefit costs.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Lynn D. Parrish Annette LaCour  
For the District For the Association

Date: December 18, 2002

**Memorandum of Understanding Between  
The Howell Board of Education and  
The Howell Educational Support Personnel Association  
Effective: July 1, 2010**

RE: Less-than-half-day absences

In cases where an employee has an unanticipated absence for personal or family illness, and such absence requires less than one-half (1/2) sick leave day, the following shall apply:

With the supervisor's approval, the employee may "flex" his/her time to make up for the less-than-half-day absence, provided the time can be "flexed" during the same payroll period in which the absence occurred. If the time cannot so be made up, then the employee must take the one-half (1/2) day's leave.

Where a partial day's unanticipated absence requires more than a half day's absence, but less than a full day, then with supervisory approval the employee will be charged for one half day only, and allowed to "flex" the remaining time missed during the same payroll period.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Union

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

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

**Memorandum of Understanding Between  
The Howell Board of Education and  
The Howell Educational Support Personnel Association  
Effective: July 1, 2010**

RE: Early return from unpaid leave

An employee who is on an approved, unpaid leave of absence may return from leave prior to the leave's anticipated ending date upon written application to the district's Personnel Office. This provision shall apply only where the work of the position is being covered by a substitute employee. Should the position be filled by a regular employee, then the employee on leave may return to work only upon expiration of the leave, or in the event that a vacancy arises for which the employee is qualified per the recall provisions.

\_\_\_\_\_  
For the District

\_\_\_\_\_  
For the Union

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

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

**Memorandum of Understanding Between  
The Howell Board of Education and  
The Howell Educational Support Personnel Association**

RE: Addition to Red Circle Language of Collective Bargaining Agreement (Food Service)

Dated: June 8, 2009

Whereas: Breakfast and lunch times have been delineated and clarified; and

Whereas: These modifications have resulted in a loss of paid time affecting the benefits to which Manager Lorraine Pelkey currently has partial entitlement.

NOW THEREFORE BE IT RESOLVED:

That Ms. Pelkey be "red-circled" (only) to the extent that she be able to continue her insurance benefits on the partial-contribution basis that she presently enjoys; and

That the contents of this Memorandum shall not constitute a precedent.

\_\_\_\_\_  
For the District

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

\_\_\_\_\_  
For the Union

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

\_\_\_\_\_  
Lorraine Pelkey

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

Memorandum of Understanding Between  
The Howell Public Schools Board of Education and  
The Howell Educational Support Staff Association (HESPA)

RE: Recall from Layoff: Rights and Procedures

WHEREAS: There exists a lack of clarity in the language of Article XI (Probation, Termination, Seniority, Layoff, Reduction and Recall) of the 2008-10 Master Agreement which has resulted in a dispute over the interpretation of recall rights and procedures, and

WHEREAS: the parties wish to affirm and clarify their past practices and current understandings in regard to recall rights and procedures;

the parties hereto agree that:

1. Recall from layoff shall in all cases be by seniority, and that recalls shall be limited to those positions available from within the division from which the employee was laid off.
2. In the event that all laid off employees from a given division shall have been recalled (similarly, in the event that there were no layoffs from a given division), the employer may, at its option, recall employees from another division. Employees qualified for such recall shall be limited to those who have previous, Howell Public Schools experience in the specific, available position. (It is understood that such experience may be specific without necessarily having been acquired at a given location in the school district.)
3. An employee recalled in accordance with the terms of Section #2 above may, without loss of recall rights, reject the offered recall and remain on the recall list, provided, however, that the employee has not been laid off for the full two (2)-year recall period.
4. None of the above terms shall be applied inconsistently with the remaining terms of Article XI (Probation, Termination, Seniority, Layoff, Reduction and Recall).
5. None of the above terms shall apply to the Food Service Division or its employees.
6. The four HESPA members who were improperly recalled shall be resituated as follows: Nicole Kucera and Jan Hartford shall be offered the option of staying in their current assignments or being returned to layoff status; the two employees who chose termination shall be offered the option to return to layoff status. The time spent on the layoff list prior to replacement on the list shall be included in the 2 year period to which an employee is entitled to be on the list.
7. This Memorandum of Understanding will be incorporated and used as the base for negotiating the recall provisions in the HESPA 2010 master agreement.
8. The Union withdraws the grievance in this matter without prejudice.

By: \_\_\_\_\_  
For the District

By: \_\_\_\_\_  
For the Association

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

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



**HOWELL PUBLIC SCHOOLS**

Howell Educational Support Personnel Evaluation  
(For Secretarial, Clerical, Aides and Parapros)

Name :	Position :
School :	Date :

The interviewer will evaluate and rate the employee on the job he/she is currently performing according to the following performance standards. Any rating that needs attention must be accompanied by specific comments.

- Above Average:** the job performance is above the level of expectancy
- Average:** the job performance is satisfactory under normal conditions
- Needs Attention:** the job performance should be reviewed within 3 months time.
- Does Not Apply:** the job performance does not apply in the situation given

Part I - Job Performance (Please indicate with a check mark or "x")	Above Average	Average	Needs Attention	Does Not Apply
<u>Organizing &amp; Handling Office</u> How systematically and efficiently the employee plans and organizes work; schedules work with proper sense of priorities, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Computer Usage</u> How proficient employee produces computer assignments using various programs that are job related to produce a quality product for intended purpose (i.e., word processing, database, reports, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<u>Handling Correspondence</u> Quality of employee's performance with respect to such things as screening incoming correspondence, preparing letters, seeing that work is handled promptly, maintaining mailing files, classifying and filing correspondence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Part I - Job Performance (Continued)	Above Average	Average	Needs Attention	Does Not Apply
<u>Handling Schedules &amp; Arrangements</u> How accurately employee keeps records of schedules, appointments, meetings, etc., whether these are followed up with sufficient advance notice, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

<b>Handling Relations With Others</b> How effectively employee handles relations with others; how well he / she handles office contacts; answers requests; furnishes information; keeps supervisor informed regarding status of work & contacts; relates to general public, etc.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Possessing Functional Knowledge of First Aid</b> Ability of employee to render first aid and ability to relate well to sick children.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments of Part I (and outstanding abilities this person brings to his / her job:				

<b>Part II – Personal Characteristics</b>	<b>Above Average</b>	<b>Average</b>	<b>Needs Attention</b>	<b>Does Not Apply</b>
<b>Dependability</b> Employee's judgment, trustworthiness, loyalty displayed in carrying out job assignments. Attendance and tardiness is not a problem.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ability to Express Self</b> Employee's proficiency in handling both oral and written communications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Ability to Carry Out Responsibility</b> Employee's ability to get things done; how well he / she plans; organizes / carries out work assignments; ability to handle emergencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Interest in Job</b> Employee's initiative shown in carrying out work assignments, willingness to accept work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Pride in Work</b> Employee displays proper concern for quality & accuracy of completed work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments on Part II (and outstanding abilities this person brings to his / her job:				

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## HOWELL PUBLIC SCHOOLS

### Howell Educational Support Personnel Evaluation General Aide/Special Needs Aide/Parapro Evaluation

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

Classroom Assignment: Please use pull-down

The supervisor will evaluate and rate the employee on the job he / she is currently performing according to the following performance standards. Any rating that needs attention must be accompanied by specific comments.

**Meets or Exceeds Acceptable Standards:** the job performance is at or above the level of expectancy.

**Not Observed:** the job performance was not observed during this time of review.

	Meets or Exceeds Acceptable Standards		Not Observed / Comments
	Yes	No	
<b>Relationships with Students</b>			
Seeks out information that will lead to an understanding of each student's present level of growth (physical, cognitive, emotional).	<input type="checkbox"/>	<input type="checkbox"/>	
Uses vocabulary appropriate to the student's age and understanding of the task.	<input type="checkbox"/>	<input type="checkbox"/>	
Communicates an acceptance of each individual student.	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains a neutral attitude and voice, i.e., physical contact (or lack of) when carrying out a behavioral management program.	<input type="checkbox"/>	<input type="checkbox"/>	
Knows and uses an individual student's system of reinforcement, i.e., physical contract or lack of.	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains a neutral attitude when carrying out a behavioral management program.	<input type="checkbox"/>	<input type="checkbox"/>	
Communicates an acceptance of the student in nonverbal ways when in his / her presence (facial expression, body movements, etc.)	<input type="checkbox"/>	<input type="checkbox"/>	

Communicates an acceptance of the student in conversation with other staff members.	<input type="checkbox"/>	<input type="checkbox"/>	
Is the employee pro-active, offering suggestions for improvement in area of responsibility to the supervisor?	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Meets or Exceeds Acceptable Standards</b>		
<b>Assigned Instruction</b>	<b>Yes</b>	<b>No</b>	<b>Not Observed / Comments</b>
Accepts responsibility for tasks assigned.	<input type="checkbox"/>	<input type="checkbox"/>	
Takes initiative should a crisis arise.	<input type="checkbox"/>	<input type="checkbox"/>	
Participates in student and program planning.	<input type="checkbox"/>	<input type="checkbox"/>	
Implements teacher-approved instruction according to verbal and / or written directions.	<input type="checkbox"/>	<input type="checkbox"/>	
Asks for suggestions or help when unsure as to how to handle a particular student or instructional responsibility.	<input type="checkbox"/>	<input type="checkbox"/>	
Delivers individual instruction within small group, if assigned.	<input type="checkbox"/>	<input type="checkbox"/>	
Accepts guidance and direction to fulfill responsibilities.	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Meets or Exceeds Acceptable Standards</b>		
<b>Staff Relationships</b>	<b>Yes</b>	<b>No</b>	<b>Not Observed / Comments</b>
Follows appropriate channels when problems or crisis' arise.	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains the confidentiality necessary for sustaining supportive relationships; within the classroom within the total school staff.	<input type="checkbox"/>	<input type="checkbox"/>	
	<b>Meets or Exceeds Acceptable Standards</b>		
<b>Work Schedule / Administrator Input</b>	<b>Yes</b>	<b>No</b>	<b>Not Observed / Comments</b>
Is in attendance at scheduled work days and / or training sessions.	<input type="checkbox"/>	<input type="checkbox"/>	
Adheres to scheduled working hours.	<input type="checkbox"/>	<input type="checkbox"/>	

Gives adequate notice of absence or late arrival on workdays as required.	<input type="checkbox"/>	<input type="checkbox"/>	
Maintains positive working relationships with others.	<input type="checkbox"/>	<input type="checkbox"/>	
Additional comments (by teacher or administrator) and / or outstanding abilities this person brings to his / her job:			

_____ Supervisor's Signature	_____ Title
_____ Employee Signature	_____ Date

P-27A

## HOWELL PUBLIC SCHOOLS

### Howell Educational Support Personnel Evaluation Food Service Evaluation

Name: \_\_\_\_\_ Position: \_\_\_\_\_

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

**Directions:** The supervisor will evaluate the employee on the job he / she is currently performing according to the following performance standards. Any rating that "needs improvement" must be accompanied by specific comments.

**Meets Expectations:** the job performance is acceptable to the level of expectancy.

**Needs Improvement:** the job performance needs to be improved upon.

	<b>Meets Expectations</b>	<b>Needs Improvement</b>
<u>Attendance</u> The employee comes to work on time. Time missed is minimal.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Teamwork</u> Employee respects co-workers and works as part of a team when given work assignments which require giving or receiving assistance.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Attitude</u> Demonstrates initiative and readiness to perform assigned tasks. Takes pride in his / her work. Is willing to accept constructive criticism.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Work Performance</u> Given instruction, can complete all tasks assigned in a reasonable time. Does work neatly, thoroughly and accurately. Economizes on time and supplies. Is well organized.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Safety</u> Follows established safety regulations. Operates machines and equipment with care and judgment. Reports unsafe conditions to the supervisor. Works to maintain a safe / orderly work environment.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Communication</u> Ability to interact effectively with students, parents, foodservice and non-foodservice staff. Assists in keeping co-workers informed of changes in procedures.	<input type="checkbox"/>	<input type="checkbox"/>

<u>Dependability</u> Follows policies and procedures. Able to work independently with minimal supervision.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Appearance / Personal Cleanliness</u> Reports to work in a clean and neat uniform and shoes. Follows the dress code policy.	<input type="checkbox"/>	<input type="checkbox"/>

The section below applies only to Food Service Managers

	Meets Expectations	Needs Improvement
<u>Paperwork</u> Has paperwork done on time, is completed daily with accuracy (i.e. all food orders, production sheets, monthly meal counts.)	<input type="checkbox"/>	<input type="checkbox"/>
<u>Training</u> Assist with training Food Service employees and substitutes. Keeps Supervisor informed of problem areas with employees and subs.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Control Measures</u> Keeps inventory levels as low as possible, little or no food waste. Keeps student debt to no more than two meals. Portions food properly and conscientious of food cost.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Sanitation &amp; Maintenance</u> Maintains high standards of cleanliness and food safety. Keeps Building Principal and Supervisor of Food Service informed of equipment needing repair.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Marketing</u> Helps promote school breakfast and lunch through signage, keeping school informed, following through on designated promotions, and shows quality food presentation.	<input type="checkbox"/>	<input type="checkbox"/>
<u>Comments</u> (and outstanding abilities this person brings to his / her job:		

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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