

MASTER AGREEMENT

between

**HOUGHTON LAKE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
MEA / NEA**

and

**BOARD OF EDUCATION
HOUGHTON LAKE COMMUNITY SCHOOLS**

**July 1, 2009-June 30, 2012
Houghton Lake, Michigan**

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2009-2012

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PREAMBLE

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

- B. WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

- C. WHEREAS, The parties have reached certain understandings which they desired to confirm in this Agreement;

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

ARTICLE I - RECOGNITION

- A. Bargaining Unit - The Board hereby recognizes Houghton Lake Educational Support Personnel Association/MEA/NEA (or Union) as the exclusive bargaining representative, as defined in Section II of Act 336, Public Act of 1947, for "All Full-Time and Regular Part-Time Custodians, Assistants and Office Clerks employed by the Houghton Lake Community Schools", as certified in Case R78-416 on October 18, 1978, and Case R78-451 on November 14, 1978, and Case R92 C-61 on May 14, 1992, and excluding Cooks unless employed by the District, Substitutes, Supervisors and all other Employees" In the event the District employs Cooks the District shall recognize the classification as written in the 2006-2009 Master Agreement.

- B. The term "Bargaining Unit Member" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined, and reference to male employees shall include female employees.

- C. The term "Board" shall be defined as the Houghton Lake Community Schools, its Board of Education and administrative employees.

ARTICLE II - BARGAINING UNIT MEMBER RIGHTS

- A. It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex, unless sex is a bona fide occupational qualification ("BFOQ"). The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.
- B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights she/he may have under the Michigan General School Laws, or any applicable laws and regulations.
- C. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America, and that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association or collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- D. All employees will have the right to review the contents of their personnel files, and receive a copy (subject to a reasonable fee) with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The bargaining unit member may submit a written response regarding any material, including complaints, and the same shall be attached to the file copy of the material. The bargaining unit member's response must be submitted within thirty (30) days of being notified of the inclusion of the material in the file. The employee may, at his/her request, have a Union representative present at such review. Responsibility for arranging for Union representation rests solely with the Union. The employer has two working days in which to schedule the review.
- E. Employees on all shifts shall have access to a telephone for use for outgoing calls in case of emergency.

ARTICLE III - NO STRIKE OR LOCKOUT

- A. The Union and the Board recognize that strikes, lockouts and other forms of work stoppage by employees or the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union and the Board, therefore, agree that their officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for disciplinary action. While it is recognized that disciplinary action could be as severe as discharge, this shall not be construed to imply that the Board may not impose less severe discipline.

ARTICLE IV - GRIEVANCE PROCEDURE

A. A grievance is a claim by a Bargaining Unit Member or group of members, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be processed as hereinafter provided. If the subject of a grievance is within the jurisdiction of a state or federal agency, such as the Michigan Employment Relations Commission (MERC), the Michigan Department of Civil Rights (MDCR) and the Equal Employment Opportunity Commission (EEOC), the grievant and Union shall not be entitled to appeal the grievance to the arbitration level of the grievance procedure if proceedings are instituted with the state or federal agency. If arbitration is pursued regarding any such grievance, this shall constitute the agreement of the grievant and Association to not later attempt to pursue proceedings in a state or federal agency. The Arbitrator shall also have no authority to consider any dispute regarding the termination of a probationary employee.

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

C. Level I

In the event that a Bargaining Unit Member believes there is a grievance, he/she and a Union Representative shall first discuss the matter with her/his immediate supervisor within ten (10) working days of the alleged violation.

D. Level II

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

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

E. Level III

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

F. Level IV

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

1. Within fifteen (15) working days from the receipt of the Level III answer, the Union will give written notice to the Board its intent to arbitrate the grievance. If the grievance is to be appealed to arbitration, a Demand for Arbitration must be filed with the American Arbitration Association within fifteen (15) working days from the receipt of the Level III answer.
2. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
3. The decision of the Arbitrator shall be final and binding.
4. Individual employees may not arbitrate a grievance.

G. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider his/her function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by general accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or deduction), of written terms of this Agreement. The Arbitrator has no obligation merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable. The arbitrator shall have no authority to reverse the termination of a probationary employee. An arbitrator shall have the authority to make decisions regarding contents of personnel files.

H. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits. Separate Arbitrators shall be constituted for each issue appealed to arbitration.

I. The fees and expenses of the Arbitration, cost of transcript (if one is requested by the Arbitrator), and cost of hearing room shall be borne equally by the parties.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

- K. A Bargaining Unit Member, who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose. Every effort will be made to schedule grievance meetings when no work disruption would occur.
- L. Notwithstanding the expiration of this Agreement any grievance properly filed during the life of the Agreement may be processed until resolution.
- M. The failure of the Board's representatives to answer a grievance within the time limits set forth in this Article will be construed to mean that the grievance has been denied. If a grievance is not appealed to the next step within the time limits set forth in this Article, this shall be construed to mean that the grievance has been dropped or settled on the basis of the last answer to the grievance.

ARTICLE V - ASSOCIATION RIGHTS

- A. The Union shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the operation of the school district and scheduled activities. No charge shall be made for use of the buildings except for reasonable custodial expenses.
- B. The Association and its members shall be permitted to use school building facilities after regular school hours for meetings providing it does not interfere with scheduled activities. No member shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises. Bulletin boards in staff lounges, electronic mail and “e-pop”, and school bulletins to announce association meetings shall be made available to the Association and its members.
- C. Qualified Association members shall be permitted upon authorization by an administrator to use Board equipment, including typewriters, copying machines, calculating machines, (and) audio-visual items, FAX machines and computers when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Board agrees to furnish to the Union in response to reasonable requests in writing for all available information concerning the financial resources of the Board, including but not limited to, the preliminary budget and subsequent amendments, annual reports and audits, register of personnel belonging to the unit, names of all bargaining unit members, salaries and wages paid thereto, and such other information as is easily obtainable by the Board and has a relationship to the legitimate functions of the Union in processing grievances in the grievance procedure and for the purpose of negotiations.
- E. The Board agrees to furnish to the Union in response to written requests, information which may be necessary for the Union, to process any grievance, or to develop negotiations proposals if the Board has such information reasonably available. Where the employee's identity may be revealed, the Board shall not be required to furnish information from an employee's personnel file without the express consent of the employee.
- F. The Board will allocate a maximum of ten (10) days per contract year to permit a bargaining unit member or members designated by the Union to be totally absent without loss of pay to attend Union business, provided the Union reimburses the Board for the cost of the substitute(s). To be eligible to use such days, the Union shall make such request one (1) week prior to the date of the Union business. No more than two (2) bargaining unit members will be granted leave at one time unless specifically approved by the superintendent.

ARTICLE VI – AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment:
1. On or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Union, or
 2. Pay a Service Fee to the Union, pursuant to the Union’s “Policy Regarding Objections to Political-Ideological Expenditures” and the Administrative Procedure adopted pursuant to that policy. The Service Fee shall not exceed the amount of union dues collected from union members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; and at the request of the Union, deduct the Service Fee from the bargaining unit member’s wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Union, or its designee, no later than twenty (20) days following deduction.
- B. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a “Policy Regarding Objections to Political-Ideological Expenditure.” That Policy, and the Administrative Procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. Any bargaining unit member who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not

fully Employer-paid, credit union, savings bonds, charitable donations contributions or any other plans or programs jointly approved by the Union and the Employer.

ARTICLE VII - DISCIPLINE, DISCHARGE AND SUSPENSION

- A. No employee will be disciplined or discharged without just cause.
- B. Notice of Discharge or Suspension. The employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Union President of the discharge or suspension. Said written notice will contain the specific reasons for the discharge or suspension.
- C. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union representative and the employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative will discuss the discharge or suspension with the employee and the Union representative.
- D. Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the Union representative consider the discharge or suspension to be improper, any grievance shall be initiated at Level II of the grievance procedure. Any such grievance must be initiated within ten (10) working days of the alleged violation.
- E. Use of Past Record. Except where discipline, including discharge, is progressive in nature, per paragraph G, when imposing discipline the Board will not take into account any prior discipline which occurred more than two (2) years before the incident for which the employee is being disciplined, unless other discipline was imposed during the interim.
- F. Any Bargaining Unit Member required to report to a member of supervision for the purpose of a disciplinary investigation shall be notified of the purpose of the investigation. The Bargaining Unit Member shall be entitled to have a Union representative present. The meeting will not be held until the member can arrange to have a representative present.
- G. Progressive Discipline Steps:
 - 1. Verbal Warning
 - 2. Written Reprimand
 - 3. Up to three (3) days suspension without pay.
 - 4. Further discipline up to and including discharge.

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

ARTICLE VIII - BARGAINING UNIT MEMBER PROTECTION

- A. Any case of assault upon a Bargaining Unit Member in conjunction with his/her responsibilities to the School District shall be promptly reported to the Board. The Board will provide the Bargaining Unit Member with legal counsel to advise the individual of her/his rights and obligations with respect to such assault and shall render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.

- B. If a bargaining unit member is entitled to workers' compensation benefits as a result of an assault covered by section "A" and is required to miss work due to his/her injuries, then the Board will pay the bargaining unit member the difference between his/her normal wages and workers' compensation benefits for the first thirty (30) days of absence.

- C. The Board shall reimburse Bargaining Unit Members for any loss, damage or destruction of clothing or glasses while on duty not covered by the employee's personal vision insurance, if the Bargaining Unit Member is not negligent, up to \$50 per incident.

ARTICLE IX - RIGHTS OF THE BOARD OF EDUCATION

- A. The Union recognizes that the Employer has the responsibility and the authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Houghton Lake Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. The Employer agrees to enforce, as they pertain to the Houghton Lake Community Schools, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws. The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law, and/or State or Federal regulation.
- C. The Employer recognizes that the Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.
- D. The Union recognizes that the Employer has the right to determine the financial policies and accounting procedures and to determine the number and location or relocation of its facilities.
- E. It is agreed that the Employer has the right to determine the policy affecting the selection, testing, or training of employees providing that such selection shall be based upon applicable and lawful criteria and shall conform to the provisions of this Agreement.
- F. The Board has the right to continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing.
- G. The Board reserves the right to determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this agreement.

ARTICLE X - HOURS OF WORK

- A. The normal work day for Custodians shall be eight (8) hours with a paid lunch period Monday through Friday. The summer work schedule for custodians will normally be 7:00 a.m. to 3:00 p.m. Monday through Friday, including paid lunch periods. The normal work day for Assistants and Office Clerks will vary but will normally be between the hours of 7:00 a.m. and 4:00 p.m. It is understood and agreed that the Board reserves the right to set the hours of work for all employees covered by this Agreement and this section shall not be construed to constitute a guarantee of time worked. A permanent change in the normal work day or starting time shall not be made without prior discussion with the Union. Any need for changes will be discussed. The District reserves the right to OCCASIONALLY change an employee's starting time in case of emergency. The normal number of work weeks is 52 for Custodians. (This is not a guarantee of time worked.)
- B. All employees required to work four (4) consecutive hours or more shall be entitled to a duty-free, uninterrupted lunch period of one-half (1/2) hour. All Assistants and Office Clerks required to work six (6) hours or more shall receive a one-half (1/2) hour paid lunch.
- C. When possible, the District shall endeavor to give twenty-four (24) hours advance notice of events that require special setups or work not normally scheduled. It is recognized that in some situations management may not be able to provide advance notice.
- D. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- E. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.
- F. If overtime is necessary for custodians, the custodian(s) assigned to the building where the work is needed shall be given preference. Overtime for custodians within a building will be divided as equally as practical. For purposes of this section, a custodian who declines an offer of overtime shall be treated as having accepted the overtime for the purpose of equalizing overtime distribution.
- G. The Board agrees that it will not use supervisors or other non-bargaining unit employees to perform bargaining unit work where this would cause a decrease in the hours of a bargaining unit member or a loss of overtime.

- H. The Board agrees to pay overtime for any hours over forty (40) in the work week, including counting all paid leave time. Double time shall be paid for any hours a Bargaining Unit Member is required to work on Sundays. With the mutual agreement of the Board and employee, an employee may be provided with compensatory time in lieu of overtime pay. Compensatory time shall be based upon one and one half (1 1/2) hours of compensatory time for each hour of overtime.
- I. Employees required to work on a Holiday shall be paid double time.
- J. No employee shall be required to work a split shift.
- K. Minimum call in will be two (2) hours pay.
- L. Once the decision has been made to substantially reduce working hours, but prior to implementation, the Board's representative shall meet with the Union President and the affected employee(s) to discuss the best method of implementation. Consideration shall be given to employee suggestions.
- M. Employees shall be required to notify their Immediate Supervisor when they are going to be absent. The Immediate Supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time, or as soon as possible.
- N. Employees shall be provided with a school calendar at the beginning of each school year indicating the days they are scheduled to work. Any additional days that are added into the set calendar shall be treated as a regularly scheduled work day.
- O. Professional Development - The Board recognizes the value of having Highly Qualified employees who are trained in their classification of work. In that, the Board shall provide a minimum of two days of professional development each year for all bargaining unit members. These days shall be in addition to the normal work year and will be scheduled during the regular work week, Monday through Friday. Employees will be compensated at their regular rate of pay while attending professional development. In the event the professional development training lasts less than a member's regular daily amount hours, the member will have the option of working for the difference in hours at their normal work site.

ARTICLE XI - INCLEMENT WEATHER

- A. If school is closed due to inclement weather Custodians will be expected to report for work except for the time allowed by the State of Michigan to be counted as pupil instruction. Shift times may be temporarily changed by the Supervisor. Custodians shall suffer no loss of pay if the district determines that road conditions are such that custodians should not report. Snow day hours will be flexible to allow custodians to report for their eight hour shift between 7:00 a.m. and 11:00 p.m. If a custodian wishes to stay home, he/she will be charged a vacation day, a personal day or, if he/she has no vacation or personal days left, he/she will be docked for the day. No sick time will be allowed without a note from the doctor.

- B The Mail Assistant shall not be required to deliver mail if school is closed before the ending of the school day due to inclement weather.

- C. If school is closed due to an Act of God or an equipment breakdown, bargaining unit members may be requested by their supervisor, prior to 10:00 a.m., to report for work. Bargaining unit members required to report to work when school is closed shall be paid at a rate of one and one-half (1.5) times their regular rate. With the mutual agreement of the Board and employee, an employee may be provided with compensatory time in lieu of overtime pay. Compensatory time shall be based upon one and one half (1.5) hours of compensatory time for each hour of overtime.

- D. Bargaining Unit Members will be compensated at their regular rate of pay for the time allowed by the State of Michigan to be counted as pupil instruction.

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

ARTICLE XII - VACANCIES, TRANSFERS, JOB ASSIGNMENTS

- A. A vacancy shall be defined for purposes of this Agreement as a position, either temporary or permanent, within the bargaining unit that is newly created or that is unoccupied by reason of employee transfer or the permanent separation (by resignation, death, discharge, etc.) of the employee formerly in the position that the employer intends to fill.
- B. A vacancy shall be posted at least five (5) working days before it is permanently filled. All job openings and newly created positions within the Bargaining Unit shall be posted. The administration will make every attempt to fill the job within thirty (30) days. Any temporary position that is found to exceed thirty-five (35) working days shall be considered a permanent position and posted as a new job.
- C. Any position that is increased by more than fifteen (15) minutes per day shall be posted and filled according to the staffing procedures used when filling any other vacancy or in times of layoff.
- D. In the event a position is decreased by more than fifteen (15) minutes per day, the bargaining unit member currently holding that position shall have the right to bump a less senior member within the classification in order to maintain his/her hours. These positions will be filled according to the staffing procedures used in times of layoff.
- E. Vacancies shall be conspicuously posted in all buildings and in appropriate work areas (kitchen, etc.) and work rooms in each building. A copy of each posting shall be sent to the Association president on the first day of posting.
- F. All summer positions in all classifications shall be properly posted and sent to the Association president on the first day of the posting. For summer custodial positions consideration shall be given to bargaining unit members from all classifications on a seniority basis, then to laid off members of the bargaining unit on a seniority basis before giving the job to a person outside the Bargaining Unit. All other summer positions shall be filled according to section E below.
- G. When filling a vacancy in a particular classification, preference will be given to bargaining unit members currently employed in that classification on the basis of seniority in the classification provided the employee is qualified for all duties. Next, consideration shall be given to qualified applicants within other classifications, then to laid off members of the bargaining unit on a seniority basis before hiring from outside the bargaining unit.
- H. Requests for transfer shall be made in writing with the Business Office and/or the appropriate supervisor.

- I. On a case by case basis where there is transfer of an assignment from one building to another the assignment shall be posted internally. If there is no applicant the administration will meet with the bargaining unit member being reassigned and a Union representative to discuss the reason for the transfer and discuss possible options.
- J. The Board may provide Bargaining Unit Members with the opportunity to participate in training sessions or workshops offered or subsidized by the Board. It is recognized that training sessions or workshops may be offered for various purposes, such as to help a particular employee who is having difficulty, to improve general skill levels or knowledge, or to enhance job advancement opportunities. Where all employees are not given the opportunity to participate in a workshop or training session offered or subsidized by the Board and the employee(s) selected by the Board is not the most senior employee(s), upon request the Board shall explain the basis for its selection.
- K. When a job assignment requires training mandated by State regulations the employee currently in that assignment shall be given first option to take the training. All training costs shall be provided by the Board and all travel costs (i.e. mileage, meals, etc.) shall be reimbursed.
- L. A new hire must be finger printed and have a criminal record check completed at the District's expense before being hired by the district.
- M. All assistants hired under the same job description and who are responsible for similar duties may be assigned to their specific positions by their immediate supervisor. For example, five assistants hired under the same job description at the middle school may be assigned to their specific classrooms by their immediate supervisor.

ARTICLE XIII - SENIORITY

- A. Seniority will be defined as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees will not accrue seniority while on any leave of absence, however, employees will retain their earned seniority status while on leave or layoff. Employees who transfer from one classification in the bargaining unit to another classification will retain their initial seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer. Ties in seniority shall be resolved by drawing lot.
- B. Termination. An employee will lose his/her seniority for the following reasons:
1. He/she quits.
 2. He/she is discharged and the discharge is not reversed through the Grievance Procedure.
 3. He/she fails to return to work within ten (10) working days after the issuance by the employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the employer's records, except in case of emergency.
 4. He/she is absent from work without advising the employer of such absence for three (3) consecutive days.
 5. He/she overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the Supervisor is so notified.
 6. He/she retires.
 7. Employee is laid off for a continuous period of three (3) years.
- C. Seniority, as of the first working day in the Bargaining Unit shall be used in computing retirement benefits, sick leave, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).
- D. New Bargaining Unit Members shall serve a ninety (90) day probationary period. This ninety (90) day period shall be based upon calendar days. Fringe benefits begin after completion of the probationary period. Days falling during the summer recess period shall count if actually worked by the employee. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment. Probationary employees may be subject to discharge at will and without access to the grievance procedure.

ARTICLE XIV - LAYOFF AND RECALL

- A. In the event a staff reduction is necessary, the Union will be notified as soon as the Board of Education definitely determines to reduce staff. Employees to be laid off will be given thirty (30) calendar days written notice. Copies of the written notice shall be sent to the union.
- B. Normally reductions will be effected by reducing the work force and allowing the remaining employees a regular work week. However, the Board may reduce the hours of work in the department not to exceed four (4) weeks.
- C. Should the Board determine the need for any layoffs of personnel, reductions will be by seniority within each job classification. However, seniority need not be followed in the event following seniority would result in the remaining employees being unable to do the work.
- D. Within each job classification, probationary personnel will be the first laid off; then part time personnel; those with the least seniority will next be laid off until the reductions have been completed, provided the remaining employees can do the work.

A bargaining unit member who is displaced from his/her position shall have the option of bumping into a position held by someone of lesser seniority within the classification provided he/she is qualified or could become qualified within fifteen working days. At the end of the fifteen working days, if the bargaining unit member is not qualified, the bargaining unit member may claim a different position in accord with his or her seniority. A bargaining unit member shall not be allowed more than three of these trial periods in one school year.
- E. An employee who has seniority in more than one (1) bargaining unit classification and who is given notice of layoff from his/her classification shall be entitled to transfer back to his/her previous bargaining unit classification provided there is a vacancy in that classification or a less senior employee can be "bumped".
- F. Laid off Bargaining Unit Members shall be entitled to recall for a period of three (3) years to vacancies in bargaining unit positions on the basis of seniority within that classification provided they have the ability and are physically able to perform the duties of the job that is vacant.
- G. Notice of recall will be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, except in cases of emergency, he/she will be considered to be a voluntary resignation.
- H. A seniority list, by job classification, will be maintained by the District and provided annually to the Union by October 1 and additionally upon their written request. Any

objections to the seniority list shall be filed in writing and corrections where appropriate made within fifteen (15) days of the October distributions. Thereafter the list shall be final and conclusive.

ARTICLE XV - WORKLOAD AND ASSIGNMENT

- A. The Board has the right to establish new positions and assign the classification and rate of pay for that position.
- B. The Union reserves the right to negotiate wages, hours and other conditions of employment for these positions and will, if deemed necessary, within thirty (30) days of being notified, ask for a meeting with the representatives of the Board to discuss the conditions, hours and wages for a new position.
- C. In those cases where a Bargaining Unit position undergoes a substantial change in responsibilities, the bargaining unit member involved or the Union may demand bargaining regarding the rate of pay, hours and conditions of employment.
- D. An attempt will be made to have all Assistants and Office Clerks working at least six (6) hours before an additional Assistant or Office Clerk is employed if the time can be so arranged.
- E. If additional Assistant time is needed every effort will be made to bring existing Assistants up to a full school days work before adding additional staff. If additional Assistant time is needed part time personnel may be added but shall not exceed twenty percent (20%) of the total full time Assistant work force.
- F. Whenever new jobs are established in the bargaining unit, the employer shall establish the job, its duties and rate to be paid which shall be supplied to the Union. If the Union objects to the rate, the parties shall meet to negotiate a rate. If there is a dispute regarding whether a new job is within the bargaining unit, this may be the subject of a grievance unless this dispute becomes the subject of MERC proceedings.
- G. Special Education /Medical Assignments
 - 1. Assistants who work with special education students in a one on one environment will attend all IEPC meetings in order to provide input and to fully understand the behavior plan for which they are responsible. These employees shall receive the appropriate training applicable to their assignments; i.e., Boys Town, CPI, CPR, First Aid, etc.
 - 2. Employees will be made aware of any students with allergies or medical conditions for whom they may be responsible for administering first aid or assistance.

ARTICLE XVI - COMPENSATION

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

ARTICLE XVII - INSURANCE

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

Houghton Lake - Assistants, Custodians and Office Clerks

MESSA - PAK SUMMARY

PLAN A: For employees electing health insurance

Major Medical	Choices II \$10/20 Rx
Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$3,000.00 Max Eligible Monthly Salary \$5,000.00 120 Calendar Day Modified Fill Elimination Period COLA No Alcoholism/drug addiction and Mental/nervous same as any other illness 5% Minimum Payout Pre-existing limits waived Family Social Security Offset
Life Insurance	Life volume requested \$25,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$25,000.00
Dental	100x/80/80/50: \$1,000 annual max 50 : 1,500.00 Lifetime Max Two cleanings per year No adult orthodontics
Vision	VSP-2

PLAN B: For employees not electing health insurance

Long Term Disability	60% of Max Eligible Salary Maximum Monthly Benefit \$3,000.00 Max Eligible Monthly Salary \$5,000.00 120 Calendar Day Modified Fill Elimination Period COLA No Alcoholism/drug addiction and Mental/nervous same as any other illness
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	5% Minimum Payout Pre-existing limits waived Family Social Security Offset
Life Insurance	Life volume requested \$25,000.00 Disability waiver will apply
Accidental Death & Dismemberment	Life volume requested \$25,000.00
Dental	100x/80/80/50: \$1,000 annual max 50 : 1,500.00 Lifetime Max Two cleanings per year No adult orthodontics
Vision	VSP-2
Cash Option	\$200 per month

B. Cash Option

Any employee who does not take or who is not eligible for health insurance coverage will have Plan B and for 2009-2010 \$225, 2010-2011 \$237.50, 2011-2012 \$250 per month paid in cash which may be redirected by a salary reduction agreement as authorized by Section 125 of the Internal Revenue Service Code.

C.

All bargaining unit members working thirty (30) hours or more per week shall receive 100% of the Board's contribution per month; All bargaining unit members working twenty-five (25) to twenty-nine (29) hours per week shall receive 75% of the Board's contribution per month. Bargaining unit members working less than twenty-five (25) hours per week will not be eligible for health insurance.

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

D. Payroll deductions shall be available for insurance.

E. It is the understanding of the parties that the Board shall contribute a maximum monthly contribution towards insurance as follows: The member's premium payment obligation may be deducted from salary.

For 2009-2010, 2010-2011 and 2011-2012 only the Board will pay the following amounts in addition to the cap.

2009-2010	\$27 per month in addition to the cap (\$1157.63 + \$27 = \$1184.63)
2010-2011	\$32 per month in addition to the cap (\$1157.63 + \$32 = \$1189.63)

2011-2012 \$37 per month in addition to the cap ($\$1157.63 + \$37 = \$1194.63$)

ARTICLE XVIII - - TERMINAL PAY AND RETIREMENT

A. Terminal Pay:

1. As an incentive to foster a culture of good attendance, the Board shall provide the following benefits: The district shall make a one-time lump sum contribution in the amount of twenty-seven dollars (\$27) per day for unused sick days to a 403(b) annuity account with any vendor on the district's approved vendor list for the bargaining unit member who meets the following criteria:
 - a. The member is retiring/resigns from Houghton Lake Community Schools
 - b. The member has completed ten (10) years of service to the Houghton Lake Community Schools.

B. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid to the beneficiary designated by the employee. If no beneficiary is designated, payment will be made to the estate of the deceased.

C. Retirement Contribution:

For bargaining unit members hired before June 30, 1999:

The district shall make a one-time lump sum contribution in the amount of \$5,500 to a Paradigm Equity 403(b) annuity for the bargaining unit member who meets the following criteria:

1. The member is retiring under MPSERS guidelines from Houghton Lake Community Schools
2. The member has completed ten (10) years of service to the Houghton Lake Community Schools.

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

ARTICLE XIX - VACATIONS

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

- B. Custodians have the right to choose the time of year they take their vacations with the approval of their supervisor.

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

ARTICLE XX - HOLIDAYS

- A. All Custodians, except probationers having worked less than thirty (30) days, shall be paid for the following holidays:

- Independence Day
- Labor Day
- November 15
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve *
- Christmas Day
- New Year's Eve *
- New Year's Day
- Good Friday
- Memorial Day.

* Whenever 12/24, Christmas Eve, or 12/31, New Year's Eve falls on a Saturday or Sunday (weekend), there shall be no loss of these holidays.

- B. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday; if on Saturday, the preceding Friday shall be observed as the holiday; provided school is not in session. If school is in session another day will be scheduled as the holiday.
- C. To be eligible for holiday pay, employees must work the last scheduled day before the holiday and the first scheduled day after the holiday unless the employee is absent because the employee was on an approved leave commencing in the pay period prior to the holiday or the first day following the holiday.

**ARTICLE XXI - PERSONAL ILLNESS OR DISABILITY,
PERSONAL BUSINESS & JURY DUTY**

- A. All employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:
1. All sick leave accumulation shall carry year to year up to the negotiated maximum. Each employee shall be credited with fifteen (15) sick leave days at the start of each school year above their accumulated carryover.
 2. At the beginning of each school year each employee shall carry their maximum sick leave accumulation up to the negotiated maximum and also be credited with fifteen (15) sick leave days at the start of each school year to be added to their bank for the current school year. The maximum carryover of unused sick days shall be **165** days.
- B. The Board may request verification of any illness covering the absence for which an employee is to be paid under this Article.
- C. Absence from duty for the following reasons shall be considered to be sick leave.
1. Personal illness.
 2. Illness in the immediate family. Immediate family for illness shall be interpreted as husband, wife, father, mother, son, daughter, brother, sister, similar in-laws, grandchildren, grandparents or those persons domiciled in the home of the employee.
- D. Funeral Leave: A bargaining unit member will be allowed up to two (2) working days per death as paid funeral leave days not to be deducted from sick leave in the case of death of a father, mother, father-in-law, mother-in-law, spouse, children, grandchildren, brother, sister, brother-in-law, sister-in-law, grandmother, or grandfather. Three additional funeral leave days per death will be allowed and will be charged against sick leave. Exceptions for additional time may be made with the approval of the Superintendent.
- E. Any employee whose personal illness extends beyond the period compensated under this Article, Paragraph A shall be granted a leave of absence without pay in accordance with Article XXII, Paragraph A. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, an employee shall be assigned to the same position if available, or a substantially equivalent position. This Article is subject to Article XIV.

- F. Paragraph A of this Article shall not apply when illness or injury is the result of employment other than that covered by this Agreement; employment meaning - working for wages.
- G. Each employee shall be entitled to three days per contract year for personal business with no reduction in pay providing personal days are not taken immediately before or after a holiday or school vacation unless approved by the administration. Personal business days are non-accumulative. Employees shall fill out the required absentee form. Unused personal days shall carry over each year to be added to sick days not to exceed the cap of **165** days.
- H. A Bargaining Unit Member who serves on jury duty shall be reimbursed, for the differences between the jury day stipend and her/his regular Board salary for the days served.
- I. The Board shall provide each employee with an accounting of sick leave, (and) vacation time on the first payday in September and the first payday in May. This attendance update shall reflect the accumulated carry over plus the current year credit of sick days, personal days and vacation days, as well as used year-to-date (YTD) days and available YTD days.
- J. Employees shall retain their accumulated sick days while on leave or layoff.

ARTICLE XXII - LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:
 - 1. Illness leave (physical or mental).
 - 2. Prolonged illness in immediate family.

- B. Leaves of absence for periods not to exceed two (2) years may be granted, in writing, without loss of seniority, for:
 - 1. Serving in any elected or appointed position, public or Union, unless the service is as a state legislator.
 - 2. Education
 - 3. Personal reason.
 - 4. Child care.

Such leaves may be extended by mutual agreement of the employee and Board.

- C. Upon expiration of a leave of absence provided pursuant to this Article, the employee will be returned to the position held at the time the leave of absence was granted, if available, or to a position to which his/her seniority entitles him/her. This provision is subject to Article XIV.

- D. The reinstatement rights of any employee who enters the military service will be determined in accordance with the provisions of the Federal law granting such rights.

- E. In non emergency situations, seven (7) days' prior notice will be given the district in writing for leaves.

- F. Any employee who does not report back to work upon the expiration of his/her leave of absence (unless there is an approved extension of the leave of absence) or who accepts other employment while on leave from the district, except as herein provided, will be conclusively deemed to have terminated his/her employment through voluntary resignation. This provision shall not apply where an employee receives written permission from the Board to accept other employment while on leave.

- G. The above leaves may be extended by mutual agreement of the Board and employee in writing. An employee desiring an extension shall submit a written request sufficiently in advance of the expiration date of the leave so that the Board will have sufficient opportunity to consider the request prior to the expiration date of the leave.

- H. Employees will be allowed to take up to five (5) dock days (without pay) per school year with the approval of the immediate supervisor for unusual and non-annual requests. Requests may be appealed to the superintendent. No portion of the insurance cost shall be charged. Any approved school-related absence shall not be cause for a dock day.
- I. Probationary employees shall not be eligible for leaves of absence.

ARTICLE XXIII - MISCELLANEOUS

- A. Representatives of the Board and the Union shall meet regularly semi- annually for the purpose of discussing problems.
- B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this Agreement.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. Except where an economic benefit has been changed or reduced through express contract language, all economic benefits shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is executed. Economic benefits shall be improved whenever required by express provisions of this Agreement.
- E. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.
- F. Printing of Agreement. The Board agrees that it will have this Agreement printed with a suitable number of copies for distribution to all Bargaining Unit Members.

ARTICLE XXIV – IMPLEMENTATION OF ESEA
(NCLB ACT OF 2001, 20 USC 6301 ET SEQ.)

- A. Paraprofessionals who are required by the No Child Left Behind Act of 2001 or future legislation to meet specific requirements shall be allowed to meet those requirements by any method they choose that is allowed by law.
- B. If a paraprofessional has been determined by the Michigan Department of Education as meeting the requirements, then s/he shall be considered by this school district as meeting the requirements.
- C. An employee subject to the requirements who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such a vacancy occurs; provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of this Agreement.
- D. The Employer shall reimburse all expenses associated with becoming qualified for each employee required to meet the requirements of ESEA, including all costs involved in testing, pre-testing, instruction and material needed to prepare for tests, and the IRS rate for mileage for any travel necessary in becoming qualified.

ARTICLE XXV – EVALUATIONS

- A. The purpose of an evaluation is to improve employee performance, recognize individual strengths and provide constructive feedback.
- B. All evaluations shall be consistent for each classification throughout the District and be in conformance with the contract and written on the forms located in Appendix B of this Agreement. It is agreed that performance evaluations will not be used as a form of discipline.
- C. All probationary employees will be formally evaluated during the first 90 days of employment. All other bargaining unit members will be evaluated once every three (3) years. More frequent evaluations may be requested by the immediate supervisor subject to approval by the Superintendent if considered necessary with rationale and documentation sent in writing to the Superintendent, bargaining unit member and the Association.
- D. At the beginning of the evaluation process the immediate supervisor shall meet with the bargaining unit member to share and discuss the evaluation instrument and establish timelines for observations. All monitoring or observation shall be conducted in person and with the full knowledge of the employee.

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

- E. Within 10 working days after the observation, if the supervisor identifies any area as needing improvement, the supervisor shall set forth in writing and discuss with the bargaining unit member the reasons and identify the ways in which the bargaining unit member is to improve, including any support/assistance to be provided by the supervisor.
- F. The final evaluation shall be reduced to writing and a copy given to the bargaining unit member within 10 working days of the completion of the last observation. If the final evaluation includes any areas marked as needing improvement, the ways in which the bargaining unit member is to improve as well as support and assistance to be provided by the supervisor shall also be included in the final evaluation. All evaluations must be completed no later than May 31 except evaluations for custodians which will be completed no later than June 30.

If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the evaluation in the personnel file within thirty (30) days .

ARTICLE XXVI – DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2009, all provisions shall be retroactive to July 1, 2009, and shall continue in effect through June 30, 2012.
- B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

HOUGHTON LAKE EDUCATIONAL
SUPPORT PERSONNEL ASSOC.

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

Signature Date

Signature Date

Signature Date

Signature Date

Association Team

Board Team

Sally Cotterman, President
Michele Binkley
Jan Harrison
Ralph Harrison
Kelly Jock
Marilou MacKenzie
Nicole Rethamel, MEA

Kevin Murphy, Superintendent
Pam Akin
Tom Dean
Ron Duquette
Paull Fry
Matt Lewis

APPENDIX A - SALARY SCHEDULE

Classification Step Hourly Rate

Effective date July 1	2009-2010	2010-2011	2011-2012
	0%	1%	1%
Custodians			
1st Year	\$12.18	\$12.30	\$12.42
2nd Year	13.06	\$13.19	\$13.32
3rd Year	13.93	\$14.07	\$14.21
4th Year	14.76	\$14.91	\$15.06
Assistants			
1st Year	\$8.10	\$8.18	\$8.26
2nd Year	8.26	\$8.34	\$8.43
3rd Year	9.2	\$9.29	\$9.38
4th Year	9.39	\$9.48	\$9.58
5th Year	9.67	\$9.77	\$9.86
6th Year	9.91	\$10.01	\$10.11
7th Year	10.15	\$10.25	\$10.35
Office Clerks			
1st Year	\$9.10	\$9.19	\$9.28
2nd Year	9.26	\$9.35	\$9.45
3rd Year	10.20	10.30	10.41
4th Year	10.39	10.49	10.60
5th Year	10.67	10.78	10.88
6th Year	10.91	11.02	11.13
7th Year	11.15	11.26	11.37

RTC	2009-2010	2010-2011	2011-2012
1st Year	9.10	9.19	9.28
2nd Year	9.16	9.25	9.34
3rd Year	10.00	10.10	10.20
4th Year	10.20	10.30	10.41
5th Year	10.40	10.50	10.61
6th Year	10.60	10.71	10.81
7th Year	10.80	10.91	11.02

A. LONGEVITY:

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

B. The step increase shall occur on the Bargaining Unit Member's anniversary date - date-of-hire.

C. MEDICAL ASSISTANCE COMPENSATION:

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

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

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

Appendix B
Houghton Lake Community Schools
ASSISTANT EVALUATION FORM

Employee Name: _____ Date: _____

Position in District: _____ Building: _____

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

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

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

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

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

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

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

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

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

Comments: _____

Communications

Exhibits ability to communicate effectively S NI NA

Comments: _____

Confidentiality

Exhibits ability to keep classroom issues confidential S NI NA

Comments: _____

General Appearance

Dresses appropriately for the position S NI NA

Comments: _____

Reliability

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

Exhibits sound judgment and common sense S NI NA

Comments: _____

Instruction

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

Comments: _____

Over-All Job Performance Rating: S NI

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

Date: _____ Principal's Signature: _____

Date: _____ Assistant's Signature: _____

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

cc: Personnel File

Houghton Lake Community Schools
CLERK EVALUATION FORM

Employee Name: _____ Date: _____

Position in District: _____ Building: _____

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

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

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

Job Knowledge

Circle One

Demonstrates knowledge and skills to properly do the job

S NI NA

Comments: _____

Quality of Work

Exhibits accuracy, high quality, and thoroughness

S NI NA

Comments: _____

Productivity

Maintains output consistent with the expectations of the position

S NI NA

Comments: _____

Time Management/Planning

Demonstrates ability to meet reasonable deadlines

S NI NA

Comments: _____

Initiative

Demonstrates ability to be relied upon without close supervision

S NI NA

Comments: _____

Ability to Work with Others

Maintains a helpful, positive attitude:

With students	S	NI	NA
With staff	S	NI	NA
With the public	S	NI	NA

Comments: _____

Communications

Exhibits ability to communicate effectively S NI NA

Comments: _____

Confidentiality

Exhibits ability to keep office issues confidential S NI NA

Comments: _____

General Appearance

Dresses appropriately for the position S NI NA

Comments: _____

Reliability

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

Exhibits sound judgment and common sense S NI NA

Comments: _____

Over-All Job Performance Rating: S NI

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

Date: _____ Principal's Signature: _____

Date: _____ Clerk's Signature: _____

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

cc: Personnel File

Appendix B Cont.

Houghton Lake Community Schools
CUSTODIAN EVALUATION FORM

Employee Name: _____ Date: _____

Position in District: _____ Building: _____

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

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

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

Job Knowledge

Circle One

Demonstrates knowledge and skills to properly do the job

S NI NA

Comments: _____

Quality of Work

Exhibits accuracy, high quality, and thoroughness

S NI NA

Comments: _____

Productivity

Maintains output consistent with the expectations of the position

S NI NA

Comments: _____

Time Management/Planning

Demonstrates ability to meet reasonable deadlines

S NI NA

Comments: _____

Initiative

Demonstrates ability to be relied upon without close supervision

S NI NA

Comments: _____

Ability to Work with Others

Maintains a helpful, positive attitude:

With students	S	NI	NA
With staff	S	NI	NA
With the public	S	NI	NA

Comments: _____

Communications

Exhibits ability to communicate effectively S NI NA

Comments: _____

Confidentiality

Exhibits ability to keep office issues confidential S NI NA

Comments: _____

General Appearance

Dresses appropriately for the position S NI NA

Comments: _____

Reliability

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

Exhibits sound judgment and common sense S NI NA

Comments: _____

Over-All Job Performance Rating: S NI

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

Date: _____ Immediate Supervisor's Signature: _____

Date: _____ Custodian's Signature: _____

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

cc: Personnel File

MEMO OF UNDERSTANDING
BETWEEN
Houghton Lake Community Schools
AND
Houghton Lake Education Support Personnel Association

The parties hereby agree that the following provisions for custodial personnel shall become effective as of August 1, 2008:

1. Custodial Wages shall be reduced by \$3.50 per hour.
2. Custodians shall not be eligible to receive longevity payments as prescribed in the Master Agreement.
3. Custodians shall use five (5) of their accumulated vacation days on days in which school is not in session.
4. Custodians shall work five (5) fewer days per year. These days shall be without pay and may be taken either intermittently or consecutively.
5. All overtime shall first be offered to all HLESPA custodians before it is offered to other employees.

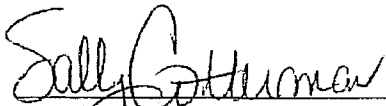
It is further understood by the Association that future hiring of custodial personnel shall be achieved by obtaining employees who work for a third party and shall not be recognized as members of the bargaining unit unless otherwise negotiated.

The following is a list of HLESPA custodial personnel who shall remain employees of Houghton Lake Community Schools and members of the bargaining unit:

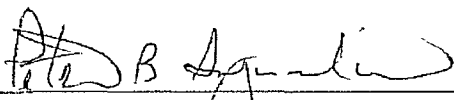
Ralph Harrison
Ron Kuripla

Cathy Nellist
Robert Barney

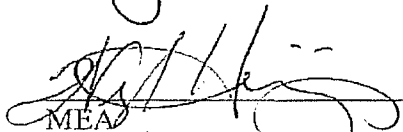
Scott Harding
Kathy Inhulsen



HLESPA



Houghton Lake Community Schools



MEA

7/14/08

Date

7/14/08

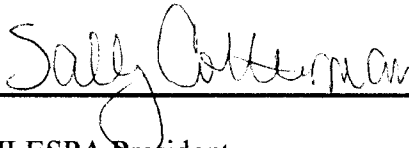
Date

LETTER OF ATTACHMENT
ARTICLE X
BETWEEN
HOUGHTON LAKE COMMUNITY SCHOOLS
AND
HOUGHTON LAKE EDUCATION SUPPORT PERSONNEL ASSOCIATION

May 24, 2010

All overtime shall first be offered to all HLESPA custodians before it is offered to other employees.

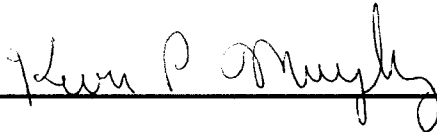
The overtime policy will be as follows: When overtime is needed in a building, it will be offered to the building HLESPA custodians, then highest seniority district wide for HLESPA custodians. When the HLESPA cannot work the overtime, the overtime will be offered to the outsourced custodians. The Supervisor of custodial maintenance is responsible for assigning substitutes for all situations (sick, personal, vacation etc..) Highest to lowest seniority order for rotation HLESPA members: Ron Kuripla, Bob Barney, Kathy Inhoulson, Ralph Harrison, Scott Harding and Cathy Nellist.



5-26-10

HLESPA President

date



5/26/10

Houghton Lake Community Schools

date

**LETTER OF AGREEMENT
BETWEEN
HOUGHTON LAKE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION
AND
HOUGHTON LAKE COMMUNITY SCHOOLS**

RE: TERMINAL PAY AND RETIREMENT

A. Terminal Pay:

1. The district shall make a one-time lump sum distribution in the amount of twenty-seven dollars (\$27) per day for unused sick days to **any 403 b annuity account held with a vendor listed in the district's plan** for the bargaining unit member who meets the following criteria:
 - a. The member is retiring from Houghton Lake Community Schools
 - b. The member has completed ten (10) years of service to the Houghton Lake Community Schools

B. **Remains the same as stated in Article XVIII**

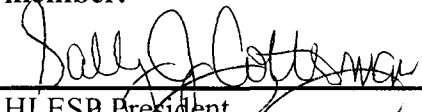
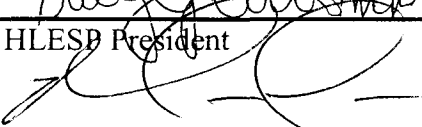
C. Retirement contribution:

For bargaining unit members hired before June 30, 1999:

The district shall make a one-time lump sum contribution in the amount of \$5,500 to **any 403 b annuity account held with a vendor listed in the district's plan** for the bargaining unit member who meets the following:

1. The member is retiring under MPSERS guidelines from Houghton Lake Community Schools.
2. The member has completed ten (10) years of service to the Houghton Lake Community Schools.

For bargaining unit members hired after June 30, 1999 who are retiring from Houghton lake Community Schools, the district shall make a one time lump sum contribution in the amount equal to \$200 per year of service to Houghton Lake Community Schools **to any 403 b account held with a vendor listed in the district's plan for the bargaining unit member.**

	8-10-10
_____	date
HLESB President	
	8/10/10
_____	date
Houghton Lake Community Schools	