

AGREEMENT

HOUGHTON LAKE COMMUNITY SCHOOLS
BOARD OF EDUCATION

and

HOUGHTON LAKE ESPA

July 1, 2025 to June 30, 2027

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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 Professionals Association/MEA/NEA, hereinafter called the “Association”.

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

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

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

ARTICLE 1 RECOGNITION

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

ARTICLE 2
EMPLOYEE RIGHTS

- A. It is the continuing policy of the Board and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex, unless sex is a bona fide occupational qualification ("BFOQ"). The representatives of the Association and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.
- B. Nothing contained within this agreement shall be construed to deny or restrict any employee rights they may have under the law or any applicable laws and regulations.
- C. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining. As a duly elected body, exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee 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 employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or collective negotiations with the Board or their 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) except for any confidential information such as letters of recommendation obtained at the time of hiring. Employees may submit a written response regarding any material, including complaints, and the same shall be attached to the file copy of the material. The employee may, at their request, have an Association representative present at such review. Responsibility for arranging for Association representation rests solely with the Association. The Employer has two working days in which to schedule the review.
- E. Employees on all shifts shall have access to a telephone for use for outgoing calls in case of emergency.

ARTICLE 3 GRIEVANCE PROCEDURE

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

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

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

C. Level 1

If an employee believes there is a grievance, they and an Association representative shall first discuss the matter with their immediate supervisor within ten (10) working days of the alleged violation.

D. Level 2

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

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

E. Level 3

If the Association is not satisfied with the disposition of the grievance, the grievance shall be filed with the Superintendent within ten (10) working days of the receipt of the Level 2 disposition. The Superintendent and/or their designated representative shall meet with the Association within ten (10) working days of filing to resolve the grievance. The Superintendent shall indicate in writing their disposition within ten (10) working days of such meeting and shall furnish a copy thereof to the Association.

F. Level 4

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

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

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

The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in this agreement, or to determine disputed facts upon which application of the agreement depends. The arbitrator shall therefore not have authority, nor shall they consider their 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 detraction), of written terms of this agreement. The arbitrator has no obligation merely because in their opinion such decision is fair or equitable or because in their opinion it is unfair or inequitable. An arbitrator shall have the authority to make decisions regarding the contents of personnel files.

- H. Unless expressly agreed to by the parties in writing, the arbitrator is limited to hearing one issue or grievance upon its merits. Separate arbitrators shall be constituted for each grievance appealed to arbitration.
- I. The fees and expenses of the arbitrator shall be borne equally by the parties.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

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

ARTICLE 4 ASSOCIATION RIGHTS

- A. The Association shall have the right to use approved space in school buildings at all reasonable hours for meetings, which do not interfere with the operation of the school district and scheduled activities. No charge shall be made for use of the buildings except for reasonable custodial expenses.
- B. Bulletin boards in staff lounges, electronic mail to announce Association meetings shall be made available to the Association.
- C. Qualified Association representatives shall be permitted upon authorization by an administrator to use Board equipment outside of work time, including, copying machines, audio-visual items, FAX machines and computers when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The Board agrees to furnish the Association in response to written requests, information which may be necessary for the Association, to process any grievance, or to develop negotiations proposals if the Board has such information reasonably available. Where the employee's identity may be revealed, the Board shall not be required to furnish information from an employee's personnel file without the express consent of the employee.
- E. The Board will allocate a maximum of five (5) days per contract year to permit an employee or employees designated by the Association to be totally absent without loss of pay to attend Association business, provided the Association reimburses the Board for the cost of the substitute(s). To be eligible to use such days, the Association shall make such request one (1) week prior to the date of the Association business. No more than two (2) employees will be granted leave at one time unless specifically approved by the Superintendent.

ARTICLE 5
PAYROLL DEDUCTIONS

- A. Upon appropriate written authorization from the employee, the Employer shall deduct from the wages of any such employee and make appropriate remittance for MEA Financial Services programs and annuities, MESSA programs not fully Employer-paid, credit union, savings bonds, charitable donations contributions or any other plans or programs available through the business office.
- B. Employees may choose to pay their Union membership dues by payroll deduction if allowed by law. The Union will notify the District of the amount to be deducted for each employee, along with the authorization from each employee opting for payroll deduction by August 15 each year. The dues will be deducted in equal installments over twenty-one (21) pays beginning with the first pay of the school year. The District will remit the collected fees from the payroll deductions to the Union within ten (10) days of collection along with a report indicating the amounts attributable to each employee.

ARTICLE 6
DISCIPLINE, DISCHARGE AND SUSPENSION

- A. No employee who has completed the probationary period will be disciplined or discharged without just cause.
- B. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and their Association President of the discharge or discipline. Said written notice will contain the specific reasons for the discharge or discipline.
- C. The discharged or disciplined employee will be allowed to discuss their discharge or discipline-with their Association representative and the Employer will make available a meeting room where they may do so before they are required to leave the property of the Employer. Upon request, the Employer or their designated representative will discuss the discharge or discipline with the employee and the Association representative.
- D. Should the discharged or disciplined employee and/or the Association representative consider the discharge or suspension to be improper, any grievance shall be initiated at Level 2 of the grievance procedure. Any such grievance must be initiated within ten (10) working days of the alleged violation.
- E. Use of Past Record. When issuing discipline or a discharge, an employee's entire employment record may be taken into consideration.
- F. Any employee 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 employee shall be entitled to have an Association representative present. The meeting will not be held until the employee can arrange to have a representative present.

G. Progressive Discipline Steps:

1. Verbal warning to be confirmed in writing.
2. Written reprimand.
3. Up to three (3) days suspension without pay.
4. Further discipline up to and including discharge.

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

**ARTICLE 7
EMPLOYEE PROTECTION**

- A. Bargaining unit members shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. Any case of assault upon an employee in conjunction with their responsibilities to the school district shall be promptly reported to the Board. The Board will provide the employee with legal counsel to advise the individual of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities if the employee did not violate any laws.
- B. If an employee is entitled to workers' compensation benefits as a result of an assault covered by Section A and is required to miss work due to their injuries, then the Board will pay the employee the difference between their normal wages and workers' compensation benefits for the first thirty (30) days of absence.
- C. The Board shall reimburse employees for any loss, damage or destruction of clothing or personal property while on duty, if the employee is not negligent, up to Two Hundred Dollars (\$200) per incident.

**ARTICLE 8
RIGHTS OF THE BOARD OF EDUCATION**

- A. The Association recognizes that the Employer has the responsibility and the authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of the Houghton Lake Community Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States, provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- B. The Employer when enforcing the law shall not direct or require employees to violate any law, or state or federal regulations.

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

ARTICLE 9

HOURS OF WORK

- A. The normal workday for Teacher Assistants and Behavior Interventionists will vary, but normally is between the hours of 7:00 a.m. and 4:00 p.m. Behavior Interventionists will normally work seven and a half (7.5) hours per day, one hundred eighty-three (183) days per year. The normal workday for Secretaries and IT Systems Engineers will vary, but normally is between the hours of 7:00 a.m. and 5:00 p.m. and will be eight (8) hours in duration. The normal work year for secretaries will begin three (3) weeks before the first student day and end two (2) weeks after the last student day. Additional days during the summer recess may be required as determined by the Superintendent with notification in May no later than May 20 (may be adjusted with agreement of Administration and employee). The normal work year for IT Systems Engineers will be fifty-two (52) weeks, two hundred sixty (260) days per year.

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

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

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

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

- B. 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.
- C. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.
- D. 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 workweek for the purpose of offsetting overtime.
- E. 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.
- F. The Board agrees to pay overtime for any hours over forty (40) actually worked in the workweek. Time and a half (1.5) shall be paid for any hours an employee is required to work on Sundays regardless of total hours worked in a week. By 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.
- G. Employees required to work on a holiday shall be paid time and a half (1.5) in addition to holiday pay if eligible. During the week of Labor Day, Secretaries may work four (4) ten (10) hour days for that week only with approval by their direct supervisor or Superintendent.
- H. No employee shall be required to work a split shift.
- I. Minimum call in will be two (2) hours pay.
- J. Employees shall be required to notify the District's designee when they are going to be absent. The designee must be notified the night before or in case of emergency, one (1) hour before their regular starting time, or as soon as possible.

- K. Employees shall be provided with a calendar for each classification at the beginning of each school year indicating the days they are scheduled to work.
- L. The District may schedule one (1) day of in-service training for teacher assistants, which will typically be scheduled just prior to the start of the student instructional year. Attendance is mandatory and employees will be paid at their regular rate of pay. The District reserves the right to offer or schedule additional training for employees or require participation in any training or testing that may be mandated by the government. In such cases, the employee will be paid their regular rate of pay. If training is approved or directed off site, the District will provide the van for travel or pay for mileage and expenses when the van is not available and approved by the Superintendent.

ARTICLE 10

INCLEMENT WEATHER

- A. If school is closed due to inclement weather or an equipment breakdown, teacher assistants do not report to work and will be compensated at their regular rate of pay for the time allowed by the State of Michigan (currently six (6) days). If the school day or hours are required to be made up, teacher assistants will be paid when the time is worked or if a waiver is granted.
- B. Secretaries, Behavior Interventionists, and IT Systems Engineers are required to report to work at 10:00 a.m. on days schools are closed due to inclement weather unless excused by the Superintendent and will leave work at 4:00 p.m. or earlier with approval by direct supervisor. Employees will be paid their normal hours and wage for the day. The employee may use a sick or personal business day if they cannot report due to severe conditions. The employee may be able to work virtually if allowed by the superintendent for the day.
- C. When there is a delay in the start of the instructional day due to inclement weather, all employees should report as close as possible to their regular starting time. When school is dismissed early, the Superintendent will advise when Employees may leave work. Employees will be paid their normal hours and wage for the entire day.
- D. If school is closed due to inclement weather or an equipment breakdown, teacher assistants may be requested by their supervisor, prior to 10:00 a.m., to report for work. Teacher Assistants 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 Administration 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.

ARTICLE 11
VACANCIES, TRANSFERS, JOB ASSIGNMENTS

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

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

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

- B. A vacancy shall be posted at least five (5) working days of the District's website before it is permanently filled and a copy will be forwarded to the Association President on the first day of posting on the website. The Administration will make every attempt to fill the job within thirty (30) days.
- C. When filling a vacancy, the District will hire the most qualified person available. Qualified shall mean that the employee has met all of the requirements and testing for the position, received an effective performance evaluation, and maintains the appropriate certification and training if required. If all qualifications are equal, preference to seniority will be given. Employees within the classification will be given consideration before hiring from outside the classification or the bargaining unit.
- D. Employee's most recent performance evaluation will be considered. It must be within a two (2) year period or else the employee's performance will be considered effective.
- E. Requests for transfer shall be made in writing with the Business Office and/or the appropriate supervisor.
- F. When a job assignment requires training the employee currently in that assignment shall take the training. The Board shall pay for all training costs and all travel costs (i.e. mileage, meals, etc.) shall be reimbursed.
- G. A new hire must be fingerprinted and have a criminal record check completed at the district's expense before commencing employment.

- H. All employees 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 (5) teacher assistants hired under the same job description at the elementary school may be assigned to their specific classrooms by their immediate supervisor.

ARTICLE 12 SENIORITY

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

Seniority classifications for the purposes of this agreement shall be:

Behavior Interventionists

IT Systems Engineers

Secretaries

Teacher Assistants

- B. An employee will lose their seniority and further employment rights for the following reasons:
1. They quit.
 2. They are discharged and the discharge is not reversed through the Grievance Procedure.
 3. They fail to return to work within ten (10) working days after the issuance by the Employer of notice of recall by certified mail to the last known address of such employee as shown on the Employer's records, except in case of emergency.
 4. They are absent from work without advising the Employer of such absence.
 5. They overstay a granted leave of absence, including vacation, unless there are extenuating circumstances and the supervisor is so notified and approves.
 6. They retire.
 7. They are laid off for a continuous period of two (2) 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 employees shall serve a sixty (60) workday probationary period. Fringe benefits begin after completion of the probationary period. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment. Probationary employees may be subject to discipline and discharge at will and without access to the grievance procedure.
- E. A seniority list, including brief position descriptions by classification, will be maintained by the District and provided annually to the Association by October 1 and additionally upon 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 distribution. Thereafter the list shall be final and conclusive.

ARTICLE 13 LAYOFF AND RECALL

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

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

- B. Should the Board determine the need for any layoffs of personnel, reductions will be first made by reviewing performance evaluations of employees within the classification being reduced. If the terms of this Agreement in Article 22 have been followed, the employees with ineffective or minimally effective evaluations will be first considered for layoff. If all employees are determined to be equal, seniority will be used within each classification (see article 12A) after all probationary employees are laid off. However, seniority need not be followed or probationary employees laid off first in the event doing so would result in the remaining employees being unable to do the work.
- C. Employee's most recent performance evaluation will be considered. It must be within a two (2) year period or else the employee's performance will be considered effective.
- D. An employee who is displaced from their position shall have the option of bumping into a position held by someone of lesser seniority within the classification provided they have an effective performance evaluation and is qualified or could become qualified within fifteen (15) working days. The displacements will be facilitated at a meeting of employees in the impacted classification.
- E. An employee who has seniority in more than one (1) classification and whose position is being affected by a staff reduction will be subject to assignment to the former classification if the employee is not reassigned within their present classification.

- F. Laid off employees shall be entitled to recall for a period of two (2) years to vacancies in bargaining unit positions on the basis of seniority within that classification provided they have the ability and are physically able to perform the duties of the job that is vacant and are otherwise qualified.
- 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) workdays of receipt of this notice, they will be considered to be a voluntary resignation.

ARTICLE 14

WORKLOAD AND ASSIGNMENT

- A. The Board has the right to establish new positions and to assign the classification and rate of pay for that position. Written notice of the new position will be given to the Association President and the notice will include the proposed classification and rate of pay. If within ten (10) business days of receipt of the notice the Association disagrees with the classification or rate of pay, the parties will meet to negotiate a permanent classification and pay rate and any other necessary conditions related to the new position the parties determine necessary.
- B. In those cases where a bargaining unit position undergoes a substantial change in responsibilities, the Association may demand bargaining regarding the rate of pay, hours and conditions of employment.
- C. An attempt will be made to have all teacher assistants in a building working at least six (6) hours before an additional teacher assistant is employed if the time can be so arranged. Teacher assistant positions fewer than six (6) hours will be no more than five (5) or 25%, whichever is greater. This provision shall not be used to arbitrarily reduce the hours and benefit level of current bargaining unit positions.
- D. If there is a dispute regarding whether a new position is within the bargaining unit, the Association reserves the right to discuss the inclusion of the position with the District prior to seeking its inclusion through the Michigan Employment Relations Commission's procedures.
- E. Special Education/Medical Assignments:
 - 1. Teacher assistants who work with special education students in a one on one environment will attend all IEPC meetings in order to provide input and to fully understand the behavior plan for which they are responsible. These employees shall receive the appropriate training applicable to their assignments: i.e., CPI, CPR, first aid, etc., prior to beginning the assignment or as soon as feasible.
 - 2. Employees will be made aware of any students with allergies or medical conditions for whom they may be responsible for administering first aid or assistance.

ARTICLE 15 COMPENSATION

- A. Compensation shall be at the hourly rate as specified in Appendix A.
- B. The Board shall make whatever retirement contribution it is required to make by law.
- C. The compensation of employees shall be calculated in accordance with this Agreement and based upon the number of hours worked and the hourly rates in Appendix A and will be distributed electronically through direct deposit on the normal payroll schedule.
- C. Employees 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. Employees are eligible to be reimbursed for travel, meals, and lodging for out-of-district travel necessary for their job, Ten Dollars (\$10) for breakfast, Fifteen Dollars (\$15) for lunch, and Twenty-Five Dollars (\$25) for dinner. Expenses to be incurred shall be submitted in advance for review and approval by the Superintendent. Employees must present an itemized account of their expenses within a month of occurrence and must use the van if available.

ARTICLE 16 INSURANCE

- A. The Board agrees to provide eligible employees with the following MESSA insurance benefits (both health and ancillary) for a twelve (12) month period from September 1 until August 31 with employee premium co-pays in accordance with the law. Employees retiring under ORS will take the ORS insurance effective with date of retirement.
 - 1. The MESSA plan year begins January 1 each year, which aligns with the deductible year, so a single open enrollment in late fall prior to December 1 shall suffice to accommodate employees planning to switch between plans.
 - 2. Any premiums in excess of the District's contribution will be payroll deducted as a condition of this agreement pursuant to the authority set forth in MCLA 408.477. To the extent afforded under the Internal Revenue Code, any deductions will be made with pre-tax dollars on a regular basis during the employee's work year. An employee's insurance obligation to the District must be paid in full on or before receiving final compensation from the district.
- B. INSURANCE ELIGIBILITY
 - 1. Employees working less than thirty (30) hours per week will not be eligible for health insurance or Plan B unless hired prior to May 17, 2022. Employees hired prior to May 17, 2022 and working at least twenty-five (25) but less than thirty (30) hours per week shall be eligible to receive \$200 cash in lieu per month with Plan B.
 - 2. All employees will have the option to purchase coverage beyond the outlined benefits (Single Subscriber, 2 Person, or Full Family) at their own expense.

C. TEACHER ASSISTANTS

1. All Teacher Assistants hired prior to July 1, 2020, working thirty (30) hours or more per week shall receive one hundred percent (100%) of the Board's contribution per month for single, two person or full family insurance.
2. Teacher assistants hired July 1, 2020 and after, working thirty (30) hours or more per week shall be eligible for single subscriber health insurance only.

D. SECRETARIES, BEHAVIOR INTERVENTIONISTS, IT SYSTEMS ENGINEERS

Secretaries, Behavior Interventionists, and IT Systems Engineers working thirty (30) hours or more per week shall receive one hundred percent (100%) of the Board's contribution per month for single, two person or full family insurance.

E. PLAN A: FOR EMPLOYEES ELECTING HEALTH/MEDICAL INSURANCE:

1. MESSA ABC 1 \$1650/\$3300; ABC Rx; ABC Rx changes to 3 Tier Rx on January 1, 2026
2. MESSA ABC 2 \$2000/\$4000, 3 Tier Rx Mail
3. MESSA ABC 2 \$2000/\$4000, 5 Tier Rx will be available January 1, 2026
4. Choices II \$1000/\$2000 with \$20/\$25/\$50 copay and 3 Tier Rx Mail.

NON-MEDICAL BENEFITS FOR ALL HEALTH PLANS:

Long Term Disability 60% of Max Eligible Salary

Maximum Monthly Benefit \$3,000.00

Max Eligible Monthly Salary \$5,000.00

90 Calendar Day Modified Fill Elimination Period

COLA No; 5% Minimum Payout

Alcoholism/drug addiction, mental/nervous same as any other illness

Pre-existing limits waived, Family Social Security Offset

Life Insurance \$30,000 Group Term Life with AD&D

Dental 100/80/80/50; \$1500 annual max

50: \$1,500.00 Lifetime Max

No adult orthodontics

Vision VSP 3 Plus 250 CL

- F. The Board's maximum monthly contribution for all costs associated with health insurance shall be no higher than the PA 152 2025 State Hard Cap amounts until December 31, 2025 and PA 152 2026 State Hard Cap amounts beginning January 1, 2026, until December 31, 2026 and PA 152 2027 State Hard Cap amounts beginning January 1, 2027.
- G. The Board will pay 100% of non-medical cost for members electing health/medical insurance plans.

H. If the ABC HSA plan selected is less than the hard cap, the District will contribute the remaining amount up to the hard cap toward the HSA deductible for the employee on a monthly basis.

I. PLAN B: FOR EMPLOYEES NOT ELECTING HEALTH INSURANCE (Board pays 100%)

<i>Long Term Disability</i>	60% of Max Eligible Salary Maximum Monthly Benefit \$3,000.00 Max Eligible Monthly Salary \$5,000.00 90 Calendar Day Modified Fill Elimination Period COLA No; 5% Minimum Payout Alcoholism/drug addiction, mental/nervous same as any other illness Pre-existing limits waived, Family Social Security Offset
<i>Life Insurance</i>	\$30,000 Group Term Life with AD&D
<i>Dental</i>	100/80/80/50; \$1500 annual max 50: \$1,500.00 Lifetime Max No adult orthodontics
<i>Vision</i>	VSP 3 Plus 250 CL

J. Cash In Lieu with Plan B

Eligible employees who do not elect health/medical insurance receive Plan B and cash in lieu of \$250 per month subject to the proration listed in section B.1.

ARTICLE 17
TERMINAL PAY AND RETIREMENT

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 \$45 per day for unused sick days to a 403(b) annuity account with any vendor on the District's approved vendor list for the employee who meets the following criteria:

1. The employee is retiring from Houghton Lake Community Schools under the Michigan Public School Employees Retirement System (MPERS).
2. The employee has completed ten (10) years of service to the Houghton Lake Community Schools.

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.

ARTICLE 18
PERSONAL ILLNESS OR DISABILITY, PERSONAL BUSINESS & JURY DUTY

- A. All employees will receive fifteen (15) sick days in each of their first three years of employment. Subsequent years, teacher assistants and behavior interventionists shall receive eleven (11) sick days per year, secretaries shall receive twelve (12) days per year and IT Systems Engineers shall receive thirteen (13) sick days per year. Sick days are prorated if the full year is not worked. Unused days will be cumulative to a maximum of one hundred seventy (170) days for employees hired prior to May 1, 2025. Employees hired May 1, 2025 and after can accumulate up to 120 days.

An employee whose unused sick leave day accumulation exceeds one hundred (100) days (before the next year's allowance is granted) may request by May 1 that Sick Days in excess of one hundred (100) be paid out at \$40 per day with a cap of ten (10) days per year. Payment shall be made in the second pay in June. The Board may request verification of any illness covering the absence for which an employee is to be paid under this Article.

- B. Absence from duty for the following reasons shall be considered to be sick leave.
1. Personal illness.
 2. Illness in the family (limited to nine (9) days per year unless the absence qualifies under FMLA or an exception is granted by the superintendent). Family shall be interpreted as child, parent, spouse, domestic partner, grandparent, grandchild, sibling or an individual related by blood or whose close association with the employee is the equivalent of a family relationship.
- C. Funeral Leave: Employees will be allowed up to five (5) 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. Exceptions for additional time may be made with the approval of the Superintendent to be deducted from sick or personal leave.
- D. Any employee whose personal illness extends beyond the period compensated under Section A this Article, shall be granted a leave of absence without pay in accordance with Article 19, Section A. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, an employee shall be assigned to the same position if available, or a substantially equivalent position. This Article is subject to Article 13.
- E. Section A of this article shall not apply when illness or injury is the result of employment other than that covered by this Agreement; employment meaning-working for wages.

- F. Each employee shall be entitled to three (3) 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 may accumulate to a maximum of five (5) days. Unused personal days beyond five (5) shall carry over each year to be added to sick days not to exceed the cap of one hundred seventy (170) days or one hundred twenty (120) days depending on hire date.
- G. An employee who serves on jury duty shall be reimbursed for the differences between the jury day stipend (not including mileage) and their regular Board salary for the days served. This absence shall not count against the employee's leave bank unless the matter is their own personal situation.
- H. 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.
- I. Employees shall retain their accumulated sick days while on an approved unpaid leave or layoff.

ARTICLE 19

LEAVES OF ABSENCE

- A. Leaves of absence for periods not to exceed one (1) year may be granted, in writing, without loss of seniority for:
 - 1. Illness leave (physical or mental).
 - 2. Prolonged illness in immediate family.
 - 3. Child Care.
- B. Upon expiration of a leave of absence provided pursuant to this article, the employee will be returned to the position held at the time the leave of absence was granted, if available, or to a position to which their seniority entitles them. This provision is subject to Article 13.
- C. The reinstatement rights of any employee who enters the military service will be determined in accordance with the provisions of the federal law granting such rights.
- D. In non-emergency situations, seven (7) days prior notice will be given the District in writing for leaves.
- E. Any employee who does not report back to work upon the expiration of their leave of absence (unless there is an approved extension of the leave of absence within the above limit) or who accepts other employment while on leave from the District, except as herein provided, will be conclusively deemed to have terminated their employment through voluntary resignation.

- F. Employees will be allowed to take up to five (5) days without pay per school year with the approval of the immediate supervisor for unusual and non-annual requests. Denial of requests may be appealed to the Superintendent whose decision is final and not subject to the grievance procedure. Three (3) or more days in one school year will result in a proration of benefits (Plan A, B, C, or D) calculated by annual District contribution divided by total number of workdays.
- G. Probationary employees shall not be eligible for leaves of absence.

ARTICLE 20
HOLIDAYS AND VACATIONS

- A. Employees will receive the following paid holidays and no work is required on these days:

<u>All Employees</u>	<u>Additional holidays for 52 week employees</u>
Christmas Eve Day	Thanksgiving
Christmas Day	Day after Thanksgiving
New Year's Eve Day	Good Friday*
New Year's Day	Memorial Day
	July 4 th
	Labor Day

*If not scheduled as a student day or a teacher workday.

When a holiday falls on Saturday, Friday will be observed as the holiday. When the holiday falls on Sunday, Monday will be observed as the holiday.

- B. Employees classified as fifty-two (52) week Employees will receive ten (10) paid vacation days per year for the first five (5) years of employment. Beginning with the sixth (6) year, fifteen (15) paid vacation days per year will be granted. Beginning with the tenth (10) year and including employees hired prior to July 1, 2020, twenty (20) paid vacation days per year will be granted. These days will be credited on July 1. In the event the Employee is on an unpaid leave, commences employment after normal start or separates employment prior to the end of the year, the days and salary will be prorated accordingly. Once accretion has been ratified, all cumulative vacation days in employee's personal vacation banks will be carried over.
- C. Unused vacation days as of June 30 will be rolled into sick leave for the following year. No payments will be issued for unused days. Vacation requests normally should be made at least five (5) business days in advance and are subject to the approval of the Superintendent or immediate supervisor.

ARTICLE 21
NEGOTIATION PROCEDURES

- A. Representatives of the Board and the Association shall meet regularly semi-annually for the purpose of discussing problems.
- B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral Agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this Agreement.
- C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association and the Board, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- D. If any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.
- E. Copies of this Agreement shall be available on the District's website.

ARTICLE 22
EVALUATIONS

- A. The purpose of an evaluation is to improve employee performance, recognize individual strengths and provide constructive feedback.
- B. All evaluations shall be consistent for each classification throughout the District and be in conformance with the contract and written on the forms located in Appendix B of this Agreement. All employees who have completed the probationary period will be evaluated at least once every two (2) years.

- C. An employee's performance shall be observed on more than one occasion for a reasonable amount of time as appropriate to the position by their immediate administrative supervisor before evaluating the employee. At no time will the administrative supervisor use the comments and/or views of other HLESPA members or HLEA teachers when writing the evaluation that have not been disclosed or substantiated. The presentation of the evaluation 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 fifteen (15) minute increments. Any evaluation shall be in writing and a copy given to the employee. If no evaluation has taken place in the past two (2) years, the performance of the employee shall be deemed effective.
- D. 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 a teacher assistant is assigned, but the classroom teacher shall not be responsible for doing the evaluation.
- E. The Employer shall bring any serious deficiency and/or complaint to the attention of the employee. 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.
- F. If the evaluator believes an employee is doing unsatisfactory work, it is the responsibility of the Employer to make a specific written recommendation for improvement of the employee's performance.
- G. The final evaluation shall be reduced to writing and a copy given to the employee within ten (10) working days of the completion of the last observation, 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 the same. The employee's signature shall be construed as an acknowledgement of receipt and not necessarily agreement with the contents of the evaluation. If the final evaluation includes any areas marked as needing improvement, the ways in which the employee 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. If the employee disagrees with the evaluation, they may submit a written response, which shall be attached to the evaluation in the personnel file.
- H. Each employee shall have the right upon request to review the contents of their 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.

ARTICLE 23
DURATION OF AGREEMENT

- A. This Agreement shall be effective upon ratification by the parties beginning July 1, 2025 and shall continue in effect through June 30, 2027.
- B. Every effort will be made to begin negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

HOUGHTON LAKE EDUCATIONAL
SUPPORT PROFESSIONALS ASSOCIATION

HOUGHTON LAKE COMMUNITY
SCHOOLS BOARD OF EDUCATION

Tricia Bowman, HL ESPA President

Byran Jeske, Board President

Donna Gasper, Secretary

Paula Whittington, Secretary

Tonja Hinkston, MEA UniServ Director

Ben Williams, Superintendent

Date

Rod Green, District Negotiator

**APPENDIX A
SALARY SCHEDULE
2025-27**

POSITION	Step	2025-26	2026-27
Teacher Assistants	1	\$16.07	\$16.71
	2	\$16.42	\$17.08
	3	\$16.79	\$17.46
	4	\$17.14	\$17.82
Behavior Interventionists	1	\$18.28	\$19.01
	2	\$18.59	\$19.33
	3	\$18.93	\$19.69
	4	\$19.28	\$20.05
Secretaries	1	\$19.12	\$19.89
	2	\$19.74	\$20.53
	3	\$20.38	\$21.20
	4	\$21.04	\$21.89
IT Systems Engineers	1	\$20.81	\$21.64
	2	\$21.48	\$22.34
	3	\$22.16	\$23.04
	4	\$22.78	\$23.69

FINANCIAL SUMMARY 2025-27

1. All eligible employees are granted a step increase for both years 2025-27.
2. 4% increase for 2025-26 from the 2024-25 scale.
3. 4% increase for 2026-27 from the 2025-26 scale.
4. Four holidays added for all employees who work fewer than 52 weeks.
5. 100% of non medical paid (up from 60%).
6. Longevity changes as listed below.

For teacher assistants, behavior interventionists, and secretaries in recognition of extra duties performed in the course of a normal workday, employees will be paid a stipend of Three Hundred Dollars (\$300) annually to be paid on the first pay in December. If the minimum wage is greater than the salary schedule, the parties agree to negotiate an adjustment to the salary schedule.

A. LONGEVITY:

Beginning in 2025-26, this longevity payment will be based upon service to HLCS as of June 30 of each fiscal year and shall be paid on the last pay of June that year. In calculating longevity, the employee must work and be paid at least 75% of their scheduled work year for it to count as a year of service.

Years of Service Completed	Amount to be Paid by June 30
6-9	\$200
10-14	\$450
15+	\$800

- B. Except when prohibited by law, the step increase shall occur at the beginning of the school year and longevity pay shall occur on the last pay in June. Employees must work 75% of the prior school year to be eligible for step advancement.

C. MEDICAL ASSISTANCE COMPENSATION:

If a teacher 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 teacher assistant shall be compensated an additional Fifty Cents (\$0.50) per hour above their normal wage rate for their entire workday.

A teacher assistant who is assigned to such duties due to the absence of the teacher assistant regularly performing such duties shall be compensated an additional Fifty Cents (\$0.50) per hour above their normal wage for their entire workday. Teacher 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 school health care professional.

D. MEDICAL ASSISTANCE TO STUDENTS:

Secretaries will be required to provide services of a medical nature to students as needed when services are needed in an emergency. If a secretary will be providing regular services to a medically fragile student, the secretary will be provided training by a qualified individual as needed (which may be the student's parent or guardian) and will be informed of procedures to be taken in the event an emergency arises related to the student's medical condition.

APPENDIX B
HOUGHTON LAKE COMMUNITY SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL EVALUATION
 Behavior Interventionist, IT Systems Engineer, Secretary, Teacher Assistant

NAME: _____ POSITION: _____

SCHOOL: _____ DATE: _____

The supervisor will evaluate and rate the employee on the job they are currently performing according to the following performance standards. Any rating that needs improvement must be accompanied by specific comments and an improvement plan.

Ratings:

- 4 Highly Effective
- 3 Effective
- 2 Minimally Effective
- 1 Ineffective
- NA Not Applicable

	INDICATOR	1	2	3	4	NA
1	Job Knowledge – Demonstrates knowledge and skills to properly do the job.					
2	Quality of Work – Exhibits accuracy, high quality, and thoroughness.					
3	Productivity – Maintains output consistent with expectations.					
4	Time Management/Planning – Meets reasonable deadlines.					
5	Initiative – Demonstrates ability to be relied upon without close supervision.					
6	Relationships – Works well with others maintaining a helpful, positive attitude.					
7	Communication – Exhibits ability to communicate effectively.					
8	Confidentiality—Exhibits ability to keep District’s issues confidential.					
9	Creativity – Resourceful, assists outside of core responsibilities, open to suggestions, creates better systems.					
10	Reliability/Dependability – Consistent, timely completion of duties, trustworthy, behaves ethically.					
11	Judgment/Leadership – Demonstrates sound judgment and common sense, provides leadership as needed.					
12	Process – Follows appropriate systems for completion of work, utilizes appropriate channels when problems arise.					
13	Appearance—Dresses appropriately for the position.					
14	Attendance—Punctual, consistent attendance and performance.					

Total _____ Divided by Number of Areas Rated _____ = Final Score _____

3.6 to 4.0 = Highly Effective

3.0 to 3.59 = Effective

2.4 to 2.99 = Minimally Effective

Below 2.4 = Ineffective

SUMMARY

A. Comments by Evaluator:

B. Comments by Employee:

C. Improvement Plan:

Supervisor's Signature

Title

Date

Employee's Signature

Classification

Date

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

cc: Personnel File

APPENDIX C

**HL ESPA/HOUGHTON LAKE COMMUNITY SCHOOLS
GRIEVANCE REPORT FORM**

Grievance Number: _____ School Building: _____

Grievant: _____ Classification: _____

Date Cause of Grievance Occurred: _____

LEVEL 1. Date Grievance was first presented to Building Principal or Supervisor: _____

LEVEL 2. Date of filing written Grievance: _____

A. 1. Statement of Grievance (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

2. Relief Sought:

Signature of HLESPA Representative

Signature of Grievant

Date: _____

Date: _____

B. Disposition of Principal (Or Supervisor) and Other Administrator's Disposition:

Signature of Principal or Supervisor

Date

C. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

Signature of HLESPA President

Signature of Grievant

Date: _____

Date: _____

LEVEL 3.

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee:

Signature of Superintendent

Date

C. Disposition of Grievant and/or Association: Satisfactory: _____ Unsatisfactory: _____

Signature of HLESPA President

Signature of Grievant

Date: _____ Date: _____

LEVEL 4.

A. Date Submitted to Arbitration: _____

Date of Decision _____ Decision Attached _____

APPENDIX D
HOUGHTON LAKE COMMUNITY SCHOOLS – MICHIGAN EDUCATION ASSOCIATION
AUTHORIZATION AGREEMENT FOR PAYROLL MEA DUES DEDUCTION

I hereby authorize the Michigan Education Association and Houghton Lake Community School District to coordinate payroll dues deduction for union dues. This authorization will also allow the Michigan Education Association and Houghton Lake Community School District to adjust entries to correct errors. It is agreed that these withdrawals and deposits and adjustments will be made electronically and under the Rules of the National Automated Clearing House Association.

Employee Name _____
Employee ID (District) _____
Local Association _____
Member MEA ID _____

Total Dues for Year _____
Amount to be Deducted Per Pay = _____ over 21 pays (1/21 per pay)

By my signature, I indicate that I have read, understand, and agree to the terms of this Agreement. I acknowledge that I have not been subject to any duress, intimidation, threats, or coercion in the execution of this Agreement.

This authorization represents an ongoing commitment and shall remain in full force and effect from month-to-month and year-to-year until I provide written notice of cancellation in writing to both the Michigan Education Association and Houghton Lake Community School District a minimum fourteen (14) days prior to the pay date.

It is also my understanding the amount deducted may vary month-to-month and year-to-year, dependent upon factors including - but not limited to - errors, salary/wages earned, and hours worked.

I understand Houghton Lake Community School District may withhold different amounts after the Michigan Education Association provides the District with notice of any changed amounts delineated on this authorization form.

Printed Name _____ Signature _____

Date _____

**HOUGHTON LAKE COMMUNITY SCHOOLS
MICHIGAN EDUCATION ASSOCIATION UNION DUES
PAYROLL DUES DEDUCTION – CHANGE FORM**

Employee Name _____

Employee ID (District) _____

Local Association _____

Member MEA ID _____

NEW Authorization:

Total Dues Amount _____

Amount Per Pay _____

First Payroll Date for Deduction _____

END Authorization:

Last Payroll Date for Deduction _____

Current Amount _____

Adjustments (if applicable): _____

CHANGE in Authorization Amount:

Current Amount _____

New Amount _____

Effective Date _____

Explanation (if applicable): _____

Submitted By _____ Date _____

APPENDIX E

The parties agree that custodians are not currently employed by the District. If the District employs custodians, they are recognized in this bargaining unit and the following provisions apply:

Article 9 Hours of Work

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

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.

Article 10 Inclement Weather

If school is closed due to inclement weather Custodians will be expected to report for work. 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, they will be charged a vacation day, a personal day or, if they have no vacation or personal days left, they will be docked for the day. No sick time will be allowed without a note from the doctor.

Article 12 Seniority

Custodians

Article 15 Compensation

Uniforms will be provided for Custodians. Custodians shall be provided no more than five (5) shirts and three (3) pants each school year.

Article 18 Vacations

All Custodians shall have paid vacations as follows:

After one (1) year of service = one (1) week.

After two (2) to five (5) years of service = two (2) weeks.

After five (5) years, one (1) additional day per year for a total of three (3) weeks after ten (10) years of service.

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.

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.

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

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 20 Holidays

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

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

In any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday and if on Saturday, the preceding Friday shall be observed as the holiday; provided school is not in session. If school is in session another day will be scheduled as the holiday.

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 22 Evaluations

Evaluations for Custodians must be completed no later than June 30.

HOUGHTON LAKE COMMUNITY SCHOOLS
EDUCATIONAL SUPPORT PERSONNEL EVALUATION
CUSTODIAL EVALUATION

NAME: _____ POSITION: _____

SCHOOL: _____ DATE: _____

The supervisor will evaluate and rate the employee on the job they are currently performing according to the following performance standards. Any rating that needs improvement must be accompanied by specific comments and an improvement plan.

Ratings:

- 4 Highly Effective
- 3 Effective
- 2 Minimally Effective
- 1 Ineffective
- NA Not Applicable

INDICATOR	1	2	3	4	NA
1. Job Knowledge - Demonstrates knowledge and skills to properly do the job.					
2. Quality of Work - Exhibits accuracy, high quality, and thoroughness.					
3. Productivity - Maintains output consistent with the expectations of the position.					
4. Time Management/Planning - Demonstrates ability to meet reasonable deadlines.					
5. Initiative - Demonstrates ability to be relied upon without close supervision.					
6. Ability to Work With Others - Maintains a helpful, positive attitude.					
7. Communications - Exhibits ability to communicate effectively.					
8. Confidentiality - Exhibits ability to keep office issues confidential.					
9. General Appearance - Dresses appropriately for the position					
10. Reliability - Demonstrates ability to be relied upon for punctual, consistent performance					
11. Reliability - Attendance					
12. Reliability - Exhibits Sound Judgment and Common Sense					
13. Follows appropriate channels when problems or crises arise.					

Total _____ Divided by Number of Areas Rated _____ = Final Score _____

3.6 to 4.0 = Highly Effective
 3.0 to 3.59 = Effective
 2.4 to 2.99 = Minimally Effective
 Below 2.4 = Ineffective

SUMMARY

A. Comments by Evaluator:		
B. Comments by Employee:		
C. Improvement Plan:		
<div style="border-top: 1px solid black; margin-top: 5px;"> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> Supervisor's Signature Title Date </div> </div>	<div style="border-top: 1px solid black; margin-top: 5px;"> <div style="display: flex; justify-content: space-between; padding: 0 10px;"> Employee's Signature Classification Date </div> </div>	

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

cc: Personnel File