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HOWELL EDUCATION SUPPORT PERSONNEL ASSOCIATION

MASTER AGREEMENT

1987-1990

Howell Public Schools

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

HOWELL EDUCATION SUPPORT PERSONNEL ASSOCIATION

1987-1990

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AGREEMENT

BETWEEN

HOWELL EDUCATION SUPPORT PERSONNEL ASSOCIATION/MESPA-NEA

and

HOWELL PUBLIC SCHOOLS BOARD OF EDUCATION

1987-90

This Agreement is entered into this 22nd day of September, 1986, between the Howell Board of Education hereinafter referred to as the "EMPLOYER" and the Howell Education Support Personnel Association/MESPA-NEA hereinafter referred to as the "ASSOCIATION". The term "employee" shall apply to each member of the bargaining unit unless otherwise specified.

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

WITNESSETH

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

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

ARTICLE I

RECOGNITION

A.

The Employer hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all employees engaged in full-time and regularly scheduled part-time work as secretaries, switchboard operators, clerks, aides/paraprofessionals, including technician mentors and hall monitors, food service personnel, LPNs and job placement coordinator, but excluding the Executive Secretary to the Superintendent, the Executive Secretaries to those central office administrators responsible for personnel and curriculum, the Administrative Bookkeeper in Data Processing, the Communications Coordinator, supervisors and all others.

B.

The Employer agrees not to negotiate with any other organization purporting to represent the employees as defined in I.A. above for the duration of this Agreement.

C.

It shall be a condition of employment that all employees shall sign a statement authorizing the Employer to deduct from the employees' wages the membership dues levied by the Association, and shall deliver said statement to the Association. The deduction authorization shall continue in effect from year to year unless revoked in writing. The Employer shall deduct one-tenth (1/10) of the annual dues or fee on the second pay of each month, September through June. All funds deducted shall be transmitted to the Association.

In the event that an employee fails to authorize deduction of Association dues or the representation fee within thirty (30) calendar days of initial employment or ratification of this agreement whichever is later, or in the event that the employee revokes said authorization, the Association shall notify the superintendent, in writing of said delinquency; the association shall petition the board through the superintendent to discontinue the services of said employee. At this point the employee shall be terminated. It is expressly understood that failure to authorize such deductions constitutes reasonable and just cause for discharge. Notwithstanding the provisions of this section an employee may pay his/her dues in full within thirty (30) calendar days of the beginning of a school year or initial employment directly to the Association without being subject to termination.

D.

The Association agrees to indemnify and save the district, and including each individual school board member, harmless against any and all claims, demands, costs, suits or other forms of liability including back pay and all court administered agency costs which may arise out of or by reason of action by the district for the purpose of complying with this Article.

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

ARTICLE II

NEGOTIATIONS PROCEDURE

A.

If both parties agree, any subject matter contained in this Agreement may be opened for negotiations during the term of the contract. Failure of either party to so agree shall not be the subject of any grievance, complaint, objection or charge by the other party. Memoranda of understanding which have been executed by the president on behalf of the HESPA and the superintendent or his/her designee on behalf of the district shall continue in full force and effect for the duration of this Agreement.

B.

Negotiations for a succeeding contract will commence no later than the first week of February of the year in which this Agreement expires, provided however, the parties may mutually agree on any other date for commencement of bargaining. It is acknowledged by the parties that such provision is for the purpose of the convenience of the parties and does not operate in derogation of any decision or rule of the State Labor Board.

C.

In any negotiations, each party shall be free to select its negotiating or bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the board of education and a majority of the membership of the Association, but the parties agree that all representatives selected by them shall be clothed with all necessary power and authority to make proposals, consider proposals and to make concessions in the course of negotiations or bargaining, subject only to such final ratification as above noted.

ARTICLE III

EMPLOYEES' RIGHTS AND RESPONSIBILITIES

A.

Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee, as set forth in Article I, Section A, shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under the law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive any employee member of this unit with respect to wages, hours or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective professional negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement.

B.

1. The local Association and its members shall have the right to use a suitable designated area of a district building for the purpose of conducting local Association meetings, subject to applicable building use policies, provided that the meeting is at reasonable hours after the work day.

2. District mail service and mailboxes shall be made available to the Association and its members, provided all such material is identified as Association material and bears the signature of the sender. Inter-school mailings shall be consistent with professional standards.

C.

The Association may use one fluid duplicating machine belonging to the school district when specific consent, in writing, has been obtained from the Employer. All supplies will be furnished by the Association, and all work will be done outside of regular working hours.

D.

Whenever an employee notices that parking areas and walkways have not been cleared of snow or ice he/she may notify his/her supervisor. In the event the situation is not resolved, the employee may address the matter progressively through the chain of command. The employee may file a complaint with OSHA or MIOSHA. This provision shall not be subject to arbitration.

E.

Whenever an employee identifies a potentially hazardous physical condition in any facility or identifies a situation where inadequate heating or ventilation exists, he/she may notify his/her supervisor. In the event the situation is not resolved, the employee may address the matter progressively through the chain of command. The employee may file a complaint with OSHA or MIOSHA. This provision shall not be subject to arbitration.

ARTICLE IV

EMPLOYER RIGHTS

A.

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

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

ARTICLE V

COMPENSATION

A.

The salaries of employees covered by this Agreement are set forth in Scheule I, which is attached to and incorporated in this Agreement, and, except as elsewhere noted, there shall be no deviation from the schedule.

B.

Employees shall have the following days off with pay:

Secretarial Division/
Job Placement Coordinator

New Year's Day
Good Friday
Memorial Day
Independence Day (12 Mo.)
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Food Service Division

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Day

LPN Division

New Year's Day
Good Friday
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Aide Division

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Hall Monitor Division

New Year's Day
Memorial Day
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

When one of the above mentioned days occurs on a Saturday or a Sunday, the following Monday will be observed except if school is in session. The employee may opt to be paid for the day in question or may receive a compensatory day at the supervisor's discretion.

Holiday pay shall be based upon the average number of hours for which pay was received during the ten (10) working day period prior to the holiday excluding partial and/or no work days.

2. Secretaries and Aides - The building principal, at his/her option will either follow the procedure above (see Food Service) or will use volunteers within the building on a rotating seniority basis as substitutes during the times when the employee is not scheduled to work. The district retains the right to hire non-bargaining unit members to substitute at all times when bargaining unit members are not available.

Individuals who wish to volunteer for reassignment of duties shall notify the building administrator or his/her designee in writing every quarter to be eligible for the rotation.

F.

Employees who are required in the course of their work to drive personal automobiles shall be reimbursed for actual mileage on the basis of eighteen (\$.18) cents per mile. Mileage shall be turned in monthly and must be approved by the immediate supervisor. This provision shall not apply to meetings, inservices or other such occasional opportunities which may arise.

G.

Employees shall not be required to perform the duties of absent certified staff members except as the result of legitimate educational experiences which necessitate the absence of the certified staff member. In the event that an activity requires the presence of a certified staff member during the employee's work day, the employee shall receive compensatory time for the time spent beyond thirty (30) consecutive minutes supervising the students of the absent certified staff member.

ARTICLE VI

EVALUATION OF PERFORMANCE

A.

Any observation or evaluation of an employee's performance shall be done in a professional manner by the employee's immediate supervisor. Any evaluation shall be in writing and a copy given to the employee.

Employees shall be evaluated according to the following schedule:

0-5 years (in Howell) at least every two (2) years;
6-10 years (in Howell) at least every three (3) years;
11 or more years (in Howell) at least every five (5) years.

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

B.

The district shall attempt to bring any deficiency and/or complaint to the attention of the employee promptly. Any serious deficiency and/or complaint not previously brought to the attention of the employee shall not be made part of the employee's evaluation. If a subsequent evaluation does not continue to reflect the deficiency, it shall be deemed that adequate improvement has taken place.

C.

If the evaluator believes an employee is doing unsatisfactory work, it is the responsibility of the district to make specific written recommendations for improvement of the employee's performance.

D.

A copy of the written evaluation shall be submitted to the employee at the time of the personal interview or within ten (10) days thereafter, and the employee shall have the opportunity to review the evaluation report. The evaluation form used shall be mutually agreed upon by the Association and Employer. The employee will sign the report signifying receipt of same. The employee's signature shall be construed as an acknowledgment of receipt and not necessarily agreement with the contents of the evaluation.

E.

In the event an employee is to be reprimanded, warned or disciplined for any infraction or delinquency in performance and such is to be reduced to writing and made part of his/her employee record, the employee shall be furnished a written copy of such document and shall be entitled to have present, upon her/his request, a representative of the Association.

F.

The Employer shall make every reasonable effort to avoid having any employee disciplined or reprimanded within sight or sound of a parent, teacher, student or other employee.

G.

The Employer agrees to follow a policy of appropriate and progressive discipline, with discharge as a final resort. No employee shall be discharged or demoted without just cause. Any such action may be made subject to the grievance procedure.

H.

Each employee shall have the right upon request to review the contents of his/her personnel file, provided, however, that all initial letters of recommendation or reference shall first be removed. A representative of the Association may accompany the employee in any such review if requested by the employee.

I.

The district and the Association shall each appoint five (5) representatives to serve on the evaluation review committee. This committee shall review the current evaluation instrument(s) and shall make a recommendation as to any changes in the evaluation form. This committee shall meet during the first semester of the 1984-85 school year and have a recommendation to present to the Board prior to February 1, 1985.

ARTICLE VII

HOURS OF WORK

A.

Secretarial/Clerical/Job Placement Employees

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

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

2. All employees in this category shall be entitled to an unpaid duty free lunch period of not less than one-half hour (30 minutes), or more than one hour (60 minutes).

B.

Food Service/Aide/Paraprofessional and Hall Monitor Employees

All food service/aide/paraprofessional and hall monitor employees shall be entitled to one-half hour (30 minutes) unpaid, duty free uninterrupted lunch period to be scheduled by the supervisor. If said lunch is scheduled before or after the employee's work day, the employee shall not be required to be present.

C.

LPN Employees

The work day shall be eight (8) hours per day inclusive of lunch period; the work week shall be forty (40) hours per week, Monday through Friday. Starting time shall be established by the immediate supervisor. Variations to the eight (8) hour day and the forty (40) hour week shall be established by the supervisor.

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

D.

The work week shall normally be five (5) days, Monday through Friday. Employees working in excess of forty (40) hours in a given work week shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate for the job for time worked beyond forty (40) hours. Double time shall be paid for all hours worked on Sundays and holidays. In the event that an employee is allowed to accrue compensatory time in lieu of wages, compensatory time shall accrue at time and one-half (1-1/2) for all hours worked.

E.

Restroom facilities will be provided which may be shared with other staff, but are not available to students.

F.

Smoking shall be in designated areas only.

G.

Relief Time

1. All food service employees shall receive a paid fifteen (15) minute relief period per day.

All other employees shall receive a paid fifteen (15) minute relief period per day for each four (4) hours worked.

Full-time [six (6) hours or more] employees shall receive an additional paid fifteen (15) minute relief period per day.

ARTICLE VIII

WORK LOADS AND ASSIGNMENTS

A.

It is recognized that job assignments are the right of management. In making assignments, the employee's length of service in the district, experience, qualifications, competency and other relevant factors shall be considered.

B.

A written general job description for each position shall be on file in the personnel office. Upon interview or reassignment, a written general job description shall be given to each employee, including description of the job duties, requirements and the qualifications necessary for the performance of the job.

C.

Equalization of Work Assignments:

1. The Employer believes that equalization of work assignments and work hours within a division within the district is desirable.

D.

When the kitchen in any school is to be used, the person in charge of that kitchen is to be notified in writing. If food is to be prepared there, a food service person is to be present. The selection of the individual to be present shall be on a rotating seniority basis by work site. During food service working hours there shall be no use of the kitchen by non-food service personnel without the joint approval of the principal and the person on site in charge of the kitchen.

E.

The provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status or participation by employees in the activities of the Association.

ARTICLE IX

VACANCIES AND PROMOTIONS

A.

Whenever any vacancy in an existing, restored or newly-created position is to be filled, or any other special opportunity occur in any bargaining unit position in the district, the Employer shall publicize the same by giving written notice of such vacancy to the Association and by posting a notice of such vacancy in each work location. No vacancy shall be filled until such vacancy shall have been posted for at least five (5) days, however the Employer may temporarily assign the work of the position. The job vacancy notice shall include the job description, current working hours, current rate of pay, current qualifications required, location of the position and the current length of the work week and work year.

B.

Any employee may apply for such vacancy. In filling such vacancy, the Employer agrees to give consideration to the qualifications (including ability, prior training and experience, capacity to get along with others and employment record, the seniority of each and other relevant factors). The Employer agrees to make reasonable effort to promote from within the membership of the Association to positions covered by the unit. In the event the qualifications of two (2) or more candidates applying for the vacancy are substantially equal as determined by the director of labor relations and personnel, preference will be given in filling the vacancy to candidates currently employed.

C.

All employees are encouraged to train and prepare for promotional opportunities. It is agreed that employees seeking promotion must have mastered the job requirements of the position desired. During times of layoff/reduction/recall, the district may, but is not required to, waive mastery requirements for qualified applicants in order to implement the provisions of Article XI.

D.

Temporary Filling of Vacancies

1. Temporary employees hired to fill the vacancy of a bargaining unit position will be allowed to work a maximum of thirty (30) days at an hourly rate commensurate with the position, at which time the position must be filled by a bargaining unit employee.

2. The above provision shall not apply to vacancies that occur during the last sixty (60) calendar days of the school year except for vacancies in twelve (12) month positions. However, the position shall be permanently filled prior to the beginning of the school year following the vacancy.

3. If the position cannot be filled within this time limit, extension of this time limit shall be mutually agreed upon between the Association and the district.

ARTICLE X

DISCHARGE AND DEMOTION

A.

New employees will be in a probationary status for the first six (6) months of employment.

B.

Any employee whose services are terminated shall be notified at least two (2) weeks in advance in writing. An employee who plans to terminate his/her services shall notify his/her immediate supervisor at least two (2) weeks in advance in writing.

C.

1. It is hereby recognized that it is within the sole discretion of the Employer to lay off bargaining unit employees when economic conditions dictate. If and when the Employer is required to lay off bargaining unit employees, the necessity for and the effect of such reductions will be discussed with the Association. In the event of a dispute concerning the individuals to be laid off, the Association shall have a right to file a written grievance thereon within seventy-two (72) hours after the termination of the meeting during which such review will have taken place.

2. Seniority shall be defined as the length of continuous service within the district in a bargaining unit position. Accumulation of seniority shall begin on the employee's most recent date of hire. In the event that one individual has the same starting date of work, position on the seniority list shall be determined by casting lots. Continuous service shall begin with the last date of hire and continue until termination of employment. Transfer, promotions, demotions, leaves of absence and/or layoff (unless an employee fails to comply with the recall provisions as stated elsewhere in this Agreement) shall not constitute an interruption in continuous service.

3. Each year the Employer shall prepare a seniority list for each division and transmit copies of same to the Association on or before the first day of November and shall be updated by May 1. If the Association is in disagreement on any part of the seniority list, it will notify the board of any alleged errors in writing within thirty (30) calendar days after receipt of the seniority list. Failure to so advise the board of any alleged inaccuracy in the seniority list shall be conclusively deemed to constitute agreement that the list is accurate. The dates of hire agreed to by the parties on March 19, 1982, shall not be subject to this section.

4. When a layoff takes place, employees shall be laid off by division in inverse order of their seniority from the last date of hire, i.e., the least senior employee on the seniority list being laid off first, provided a more senior employee is qualified to perform the duties of the least senior employee.

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

6. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report to work within ten (10) working days from the date of mailing of recall notice, he/she shall be considered as having voluntarily terminated his/her employment. The Employer will attempt to contact each employee by telephone to provide notice of recall.

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

1. when said position constitutes less than seventy-five (75%) percent of the employee's most recent assignment prior to layoff as it relates to hours and/or wage rate.

2. when said position is regularly scheduled to commence earlier than 7:00 a.m. and/or to extend beyond 5:00 p.m.

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

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

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

ARTICLE XI

LEAVES OF ABSENCE

A.

1. Employees shall receive the following sick day allotment:

Secretarial Division/Job Placement Coordinator

Sick leave will be earned and credited to secretarial employees at the rate of one (1) day per month of employment.

Aide Division

Aide employees with five (5) or fewer years experience as Howell Public Schools aides shall receive six (6) sick leave days per year. Aide employees with more than five (5) years experience as Howell Public Schools aides shall receive nine (9) sick leave days per year.

Food Service Division

Food service employees with five (5) or fewer years experience in Howell Public Schools food service shall receive six (6) sick leave days per year. Food service employees with more than five (5) years experience in Howell Public Schools food service shall receive nine (9) sick leave days per year.

LPN Division

Sick leave will be earned and credited to LPN employees at the rate of ten (10) per year.

Hall Monitor Division

1. Hall monitor employees with five (5) or fewer years experience as Howell Public Schools hall monitors shall receive six (6) sick leave days per year. Hall monitor employees with more than five (5) years experience as Howell Public Schools hall monitors shall receive nine (9) sick leave days per year.

2. Sick leave days will be given on a pro-rated basis to scheduled part-time employees. Unused sick days will not be paid in cash.

3. Sick leave days shall accumulate without limit.

B.

Employees absent due to injury or illness covered by Worker's Compensation shall be paid the difference between Worker's Compensation benefits and their daily salary and this shall continue

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

C.

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

D.

Immediate Family Death Leave - Up to five (5) days leave in the event of a death in the "immediate family" shall be allowed. "Immediate family" shall be deemed to include parent, spouse, child, brothers and sisters, grandparent or grandchild. Up to five (5) days leave in the event of a death of in-laws of the above.

E.

Personal Leave - Personal leave days are provided for legitimate business, professional and family obligations, including funerals, that an employee regularly encounters and which cannot be met outside the regular school day. Up to two (2) days per year will be allowed each secretary and each LPN for such purposes. Commencing in 1983-84, up to one (1) day will be allowed each food service and aide employee.

F.

Maternity/Child Care Leave/General Leave

1. A leave of absence without pay may be granted for up to one (1) year for the purpose of maternity/adoption/child care or any other purpose approved by the district.

2. The application for such leave shall be received by the Employer no later than sixty (60) calendar days prior to the effective date in the event of a pregnancy, and shall include a statement of the prospective commencement and desired termination date.

3. A pregnant employee may continue working as long as she can continue her regularly assigned duties. The employee may be required to furnish a physician's statement to this effect, subject to review and approval of the Employer.

4. An employee on leave under the above conditions wishing to return to duty shall file a written request with the director of personnel or superintendent at least thirty (30) calendar days prior to the expiration of the leave.

5. Leaves for adoption of a child, or for the purpose of providing care for a chronically ill child, shall begin at a mutually agreed upon time between the Employer and the employee.

6. If an employee does not comply with all the above conditions, the right to such a leave and/or the right to return, may be denied by the Employer.

G.

Professional Growth

Employees attending conferences, seminars, etc., during regular working hours, at the direction of the employer, are in a pay status. Employees may be granted, at the sole discretion of the employer, unpaid leaves of absence to participate voluntarily in professional growth activities. In-service educational programs should be planned jointly by the Employer and the Association. All employees for whom in-service programs are designed should be released from duty to participate in the program.

H.

Secretarial personnel/job placement coordinator are to report to work on Act of God days in a paid duty status. Food service and aide personnel are not to report to work on Act of God days and are not in a paid duty status on those days. When school is closed early due to an Act of God, food service and aide personnel will be dismissed at the time designated by their immediate supervisors.

In the event state law or regulation carrying the weight of law prohibits the district from counting Act of God Days as days of student instruction, ten month secretaries may not be required to report to work on such days and, in such event, are not in a paid duty status.

When the state or county declares a "red alert" due to weather conditions, secretarial personnel/job placement coordinator are not required to report to work and shall be considered in a paid duty status.

I.

If any employee is required to serve on a jury, she/he shall be granted leave and paid the difference between her/his pay for such jury service and the money she/he would have earned under this agreement. Such payment during leave shall not extend beyond a twenty (20) day period. If the employee is temporarily excused from jury service for a period of one (1) full day or more, she/he shall report for employment during such periods. In the event an employee is called by the employer to testify in any proceeding, she/he shall be granted leave with pay.

ARTICLE XII

RETIREMENT

A.

The mandatory retirement age is set forth by law.

ARTICLE XIII

INSURANCE PROTECTION

A.

Employees who are regularly scheduled to work thirty (30) or more hours per week and who do not receive greater or substantially the same level of health and dental insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

Full family BC/BS MVF-2 Plan A and Delta Dental Plan
A.

B.

Employees who are regularly scheduled to work thirty (30) or more hours per week and who receive greater or substantially the same level of health insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

Delta Dental Plan A.

C.

Employees who are regularly scheduled to work thirty (30) or more hours per week and who receive greater or substantially the same level of dental insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

Full family BC/BS MVF-2 Plan A.

D.

Employees who are regularly scheduled to work twenty (20) or more but less than thirty (30) hours per week and who do not receive greater or substantially the same level of health and dental insurance coverage through a policy provided by the employer of a family member shall be provided:

An amount equal to sixty-seven (67%) percent of the premium cost of BC/BS MVF-2 Plan A or sixty-seven percent (67%) of the premium cost of MESSA Super-Med I at the choice of the employee.

Employees who make such an election shall authorize payroll deduction for the remaining thirty-three (33%) percent of the premium. In addition, employees shall be provided without cost to the employee:

Delta Dental Plan C

E.

Employees who are regularly scheduled to work twenty (20) or more but less than thirty (30) hours per week and who do receive greater or substantially the same level of dental insurance coverage through a policy provided by the employer of a family member shall be provided:

An amount equal to sixty-seven (67%) percent of the premium cost of BC/BS MVF-2 Plan A or sixty-seven percent (67%) of the premium cost of MESSA Super-Med I at the choice of the employee.

Employees who make such an election shall authorize payroll deduction for the remaining thirty-three (33%) percent of the premium.

F.

Employees who are regularly scheduled to work twenty (20) or more but less than thirty (30) hours per week and who do receive greater or substantially the same level of health insurance coverage through a policy provided by the employer of a family member shall be provided without cost to the employee:

Delta Dental Plan C.

G.

Employees who are regularly scheduled to work less than twenty (20) hours per week may elect MESSA Super-Med I and/or Delta Dental C coverage upon completion of a payroll deduction authorization form which authorizes the district to deduct one hundred (100%) percent of the premium cost from the employee's salary.

H.

In addition to the above, all employees shall be provided with a \$5,000 term life insurance policy without cost to the employee.

I.

If any employee who qualifies for district-paid or partially-paid insurance should become medically uninsured from other sources, he/she may have the choice of the appropriate benefits listed above.

J.

Current secretaries may retain their MESSA SUPERMED 2 coverage or may change to another available coverage at a lesser cost to the employer. Those retaining MESSA will pay the difference between MESSA and BC/BS through payroll deduction.

K.

All insurance commences upon and is subject to the approval of the carrier.

L.

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

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

Employees may pay premiums
the district for up to two (2)
months.

Over two (2) years seniority District pays two (2) months.
Employee may pay premium to
the district for one (1)
month.

Over three (3) years seniority District pays three (3)
months.

At whatever time the employee is no longer eligible for insurance, it will be the employee's responsibility for converting his/her insurance with the district to his/her own individual health insurance policy.

M.

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

ARTICLE XIV

VACATIONS

A.

All secretaries/job placement coordinators are eligible for vacation with pay after six (6) months time employment with the Employer, according to Schedule II. Scheduled part-time secretaries will receive pro-rated vacation time. Vacation with pay may be taken (after the initial six (6) months) after it has been earned and with the approval of the immediate supervisor. Vacation days and/or fractions of days are earned on a month-worked basis in accordance with Schedule II. Example: Twelve (12) month secretary - one (1) year through five (5) years - ten (10) days per year earned at the rate of ten-twelfths (10/12) day per month.

Food service employees shall continue to receive vacation days that had been earned at the rate of one (1) day per year of service up to five (5) for years of service prior to September 1, 1977.

B.

If the press of work does not permit complete vacation fulfillment within the current year, an employee shall receive his/her vacation pay in full for the vacation days not used.

C.

Holidays occurring during the vacation period shall not be charged against the vacation allowance.

D.

Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, employees shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance is earned.

ARTICLE XV

GRIEVANCE PROCEDURE

A.

The purpose of the following grievance procedure is to provide a method for equitable settlement at the lowest possible administrative level, those issues which may arise from time to time concerning the wages, hours and working conditions of employees under this Agreement.

B. Definitions

1. A "grievance" is a complaint regarding any alleged violation, misinterpretation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Employer relating to wages, hours or conditions of employment.

2. A "grievant" is any employee, group of employees or the Association who shall present a grievance under this procedure.

3. The terms "days" when used in this Article shall mean employee work days. During summer recess such terms shall mean week days.

C.

Procedure--Any employee, group of employees or the Association, in its representative capacity, believing that the basis for a grievance exists as to any particular matter, shall follow the procedure as listed below:

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

All grievances must be filed within seven (7) days of the occurrence complained of, or within seven (7) days of the date when said occurrence should reasonably have been known. Failure to file such a grievance within the time limit specified shall constitute waiver of such grievance. An appropriate form for filing and processing grievances shall be as agreed upon between the parties hereto and such forms shall be deposited with the Association.

Step 2. In the event the grievance is not resolved at Step 1, or if no decision has been rendered in five (5) days after presentation of the grievance, the grievant shall reduce the grievance to writing on the approved grievance form, submitting the grievance to the particular supervisor or administrator involved.

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

his/her designee.

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

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

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

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

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

Step 5. Arbitration Proceedings

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

D. Miscellaneous

1. In addition to the above methods of settlement of grievances, any other alternative methods may be used which are mutually agreed upon between the parties.

2. Failure at any step of this procedure to communicate the decision of the grievance within the specific time limit shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal the grievance to the next step within the specific time limit shall be deemed to be in acceptance of the decision rendered at that previous step.

3. The Association shall be represented by not more than three (3) employee members in any contact with a supervisor, administrator or the superintendent. The Association may elect to have present at any discussion or grievance conference described in this Article, a representative of MEA/MESPA.

4. When the grievance is settled at any time after it has originally been reduced to writing, the parties shall have five (5) days to conclude a written settlement on the grievance form. One (1) copy will be given to the superintendent or his/her designee and two (2) copies will be given to the Association.

5. Any individual employee, acting as a grievant, may be represented at any stage of this grievance procedure by a person of his/her own choosing. When an individual grievant is not represented by the Association, the Association shall be given an opportunity to be present at any adjustment of such grievance. Only the Association may process a grievance to arbitration.

6. In the event that a supervisor or administrator is unavailable for the purpose of processing a grievance, the superintendent or his/her designee, upon written request of Association, shall, in writing, appoint a substitute to act at appropriate steps of this grievance procedure. Appropriate time limitation shall commence upon notification by the superintendent or his/her designee.

7. Grievances arising under this Article shall be processed during non-work hours unless otherwise mutually agreeable.

8. No grievance shall be initiated by or on behalf of any employee after the effective date of the employee's termination.

9. Any grievance which arose prior to the effective date of this initial Agreement (in the case of food service and aide personnel) shall not be processed to arbitration.

10. The arbitrator who sustains any grievance is empowered to fashion an appropriate award.

E. Limitations Upon Arbitrator's Authority

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

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. The arbitrator shall not allow the board or the Association to assert in such arbitration proceeding any ground, or to rely on any ground, or to rely on any evidence not previously disclosed to the other party.

3. The arbitrator shall have no power to interpret state or federal law unless it is necessary to do so in order to determine whether a grievance is arbitrable. An arbitrator does have authority to interpret provisions of this Agreement which reiterate law.

4. The arbitrator shall not have the power to hear a grievance which was not filed or appealed in accordance with the contractual time limits.

5. The arbitrator shall not be allowed to hear a grievance which challenges the demotion or discharge of a probationary employee within the first three (3) months of employment unless the employee had not been formally evaluated during the probationary period; or the demotion or discharge of a probationary employee who has been employed more than three (3) months unless the employee had not been formally evaluated at least thirty (30) days prior to said demotion or discharge.

ARTICLE XVI

MISCELLANEOUS

A.

This Agreement shall supersede any rules, regulations or practice of the Employer which shall be contrary to or inconsistent with its terms.

B.

The Employer shall provide medical services for the purpose of administering T.B. tests to all employees who are required by law to obtain them. Any employee failing to be present at such times must obtain such test at his/her own expense and provide the results to the Employer.

C.

Each employee, upon request by the Employer, shall submit to a general physical examination by a physician designated by the Employer. The cost of such examination shall be borne by the Employer.

D.

The parties recognize the importance of protecting confidential information concerning students.

E.

An employee shall not discuss collective bargaining of the Association or grievance matters with students during the course of his/her employment. Any agent of the employer shall not discuss collective bargaining, the MERC election process, the impact of accretion, etc. with the employees in such a manner as to constitute an unfair labor practice.

F.

There shall be no change in the policy established in August of 1983 covering entitlement of food service employees to lunch, without prior consultation with the Association.

G.

Copies of this Agreement shall be provided at the expense of the Employer and presented to all employees now employed or hereafter employed by the Employer. Twenty (20) additional copies will be provided to the Association.

H.

Employees may be expected to supervise students at their work location at times, but shall not be required to discipline them.

ARTICLE XVII

JOINT COMMITTEE

A.

The Employer agrees to establish a joint committee with the Association to meet during the school year to discuss problems of mutual concern.

B.

Meetings of the joint committee may be called by either party by the serving of written notice upon the other party at least forty-eight (48) hours in advance of the time of the requested meeting, or at such other times as the members of the joint committee consider necessary and are established in advance. Exceptions to the forty-eight (48) hour notice may be made if members of the joint committee whose presence is necessary are temporarily unavailable.

C.

a. The parties agree to establish a problem solving committee which shall be set up as a five (5) member committee. Membership on this committee shall include two (2) Association representatives selected by the president of the Association, two (2) administration representatives selected by the district and the director of labor relations and personnel. None of the individual representatives to the committee shall be directly involved in the problem to be resolved.

b. The committee shall convene within seven (7) calendar days following a request of the grievance chair for the Association and/or the director of labor relations and personnel for the district. The seven (7) day period may be extended by mutual consent.

ARTICLE XVIII

CONTRACTING AND SUBCONTRACTING

The right of contracting or subcontracting is vested in the Employer. However, during the term of this Agreement, the Employer shall not contract out or sub-contract any work in whole or in part that is bargaining unit work and which a laid-off bargaining unit member is qualified to perform and willing to perform.

ARTICLE XIX

NO STRIKE CLAUSE

A.

The Association agrees that during the term of this Master Agreement neither it nor the employees shall authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336, as amended by Public Act 379. Strike shall also be defined to include slowdowns, stoppages, sit-ins, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges, or obligations of employment, and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the Employer.

B.

Any employee(s) violating this Article may be subject to disciplinary action with recourse to the grievance procedure.

C.

The Association agrees that it will neither take nor threaten to take any reprisals, directly or indirectly, against any supervisory or administrative personnel or board members of the Employer regarding the administration of this contract or any grievance filed thereunder.

D.

In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

1. The Association will take prompt, affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Association disavows their actions.
2. Deliver immediately to the Employer a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and
3. Taking such other action which it deems reasonable and appropriate to bring about compliance with the terms of this Agreement.

E.

No lock-out of employees shall be instituted by the Employer during the terms of this Agreement.

ARTICLE XX

SEVERABILITY

A.

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

ARTICLE XXI

ENTIRE AGREEMENT CLAUSE

A.

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

ARTICLE XXII

WAIVER CLAUSE

A.

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

ARTICLE XXIII

RED CIRCLE

A.

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

SCHEDULE I

A. <u>Food Service</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Head School Manager	6.98	7.74	8.62	9.54
Cook Manager	6.85	7.43	8.10	8.87
Head Baker	6.48	7.03	7.69	8.46
Cook	6.29	6.79	7.40	8.21
Baker/Satellite Manager	5.25	6.09	7.06	8.12
Food Service Assistant	4.91	5.53	6.24	7.03

A uniform allowance of thirty (\$30) dollars per semester (pro-rated based on four (4) hours per day) shall be provided each employee who is required to wear a uniform.

All food service employees working banquets will receive pay at the rate of two (2) times the hourly rate for the Cook Manager classification for all hours so worked.

<u>Aide/Paraprofessionals</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Orthopedic Aide	6.70	7.30	8.03	8.92
Special Needs (EI, EMI, POHI, LD, Comp Ed.)	5.58	6.29	7.09	7.99
General Aide	4.91	5.53	6.24	7.03
In-school Suspension	5.88	6.29	6.79	7.41
Technician Mentors	8.54	9.14	9.87	10.76

Aides who completed the paraprofessional course shall receive an additional fifteen (.15) cents/hour.

	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
<u>Hall Monitors</u>	6.10	6.53	7.05	7.68

<u>Secretaries</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
Accounting Supervisor	9.49	10.15	10.97	11.95
Executive Secretary	8.19	8.76	9.46	10.31
Financial Assistant	7.73	8.58	9.52	10.67
Print Shop Technician	7.50	8.18	8.99	9.98
Building Secretary	7.28	8.00	8.85	9.82
Central Office Secretary	7.01	7.92	9.03	10.43
Bookkeeper/Secretary	7.01	7.78	8.71	9.80
Secretary	6.88	7.64	8.56	9.67
Switchboard Operator/Clerk	6.61	7.40	8.37	9.53

<u>LPNs</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
	8.71	9.49	10.44	11.59

<u>Job Placement Coordinator</u>	<u>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
	9.75	10.43	11.26	12.27

B.

Employees shall receive twenty-five (.25) cents/hour less for the first sixty (60) days of employment.

Except as otherwise provided, the provisions of this Agreement shall be effective on July 1, 1987, and shall continue in full force and effect until June 30, 1990.

IN WITNESS HEREOF, the parties hereunto set their hands and seals this 22nd day of September, 1986.

HOWELL PUBLIC SCHOOLS

BOARD OF EDUCATION

By: William J. Kelly President

By: Joseph M. Linky Secretary

HOWELL EDUCATION SUPPORT PERSONNEL ASSOCIATION

By: Laura K. Shapter President

By: Betty Bradley Secretary

By: Ruth L. McCortney Negotiator

MEMORANDUM OF UNDERSTANDING

It is agreed that, for the life of this contract (July 1, 1987 - June 30, 1990), the district shall offer the paraprofessional course each year to aide employees.

