

AGREEMENT

Between

PEWAMO-WESTPHALIA BOARD OF EDUCATION

And

**PEWAMO-WESTPHALIA EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA**

July 1, 2013 – June 30, 2015

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**Article 1
Agreement**

This Agreement is entered into this 11th day of February 2013, by and between the Pewamo-Westphalia Education Support Personnel Association MEA/NEA, hereinafter called the "Association," and the Pewamo-Westphalia Community Schools Board of Education, hereinafter called the "Board" or the "Administration."

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

**Article 2
Purpose**

A. Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

B. Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation that is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement, except that no employee shall suffer any loss or reduction in benefits nor have less favorable conditions than the highest conditions in effect for such employee at the time this Agreement is executed.

**Article 3
Recognition**

A. Bargaining Unit Defined

The Board hereby recognizes the Pewamo-Westphalia Educational Support Personnel Association MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq.; MSA 17.455(1) et. seq., (PERA), for all Paraprofessional, Secretarial/Clerical, Transportation, Food Service, and Custodial/Maintenance employees of the Pewamo-Westphalia Community Schools. Excluded are one confidential secretary to the superintendent, supervisors, substitutes and all other employees.

B. Membership in Bargaining Unit

No bargaining unit member is required to become or remain a member of the Association as a condition of employment.

C. Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full-time employee: An employee who is employed at least thirty-five (35) hours per week.
2. Part-time employee: An employee who is employed less than thirty-five (35) hours per week.
3. Full-year employee: An employee who is employed for a twelve (12) month period.

4. School-year employee: An employee who is employed for the student school year and up to an additional two (2) weeks of employment.
5. Extended-year employee: An employee who is employed for more than a school-year employee but less than a full-year employee.
6. Probationary employee: An employee who is in his/her first sixty (60) workdays of employment.
7. Substitute employee: An employee who is employed to fill a position on a per diem basis while the regular bargaining unit member is absent or on approved leave.

D. Negotiating Outside of Agreement

The Board agrees to not negotiate with any support staff organization other than the Association for the duration of this Agreement.

E. Strikes/Lock Outs

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Board agrees it will not lock out employees during the term of this agreement.

F. Dues

The Association shall be responsible for the remission of members' dues/fees to the state and national associations

**Article 4
Extent of Agreement**

A. Severability

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

B. Individual Agreements

Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

**Article 4
Association Rights**

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the Board, the preliminary budget, and such other

information as will assist the Association in developing programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Board meetings; and census and membership data.

B. Use of Facilities

The Association and its representatives shall have the right to conduct Association business on the Board's property or use the Board's equipment at times that do not interfere with or interrupt normal operations or the employees' duty time.

C. Mail

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Board, without cost, and the Board shall provide mailboxes for all employees.

D. Association Leave

The Association shall be granted up to seven (7) days annually that can be used as Association leave time. Said leave days are to be distributed among its members for the purpose of conducting Association business at the Board's expense. The Association shall access this time by written notice to the Superintendent by the Association President.

E. Competing Organizations

The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

F. Association Representation

The Association shall notify the Board, in writing, of the names of Association officers and Association representatives. The Board will not be required to recognize any other Board employee for the purpose of conducting Association business.

**Article 6
Employer Rights**

A. Powers and Rights

In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Pewamo-Westphalia Community Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and, subject to the provisions of the law, determine their qualifications; to discharge, demote or otherwise discipline employees for reasonable and just cause; and to promote and transfer employees.

B. Exercise and Adoption

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

Article 7
Bargaining Unit Member Rights and Protections

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq., (PERA), the Employer hereby agrees that every employee shall have the right to freely organize, join, and support the Association and to engage in lawful concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, 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 negotiations with the Board; his/her institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulations, or otherwise with respect to any terms of conditions of employment. The Board shall prevent no employee from wearing insignia, pins, or other identification of membership in the Association at any time.

B. Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan Revised School Code or other applicable State or Federal Laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Personal Life

The employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board.

D. Non-discrimination

The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

E. Discipline and Discharge

No employee shall be disciplined arbitrarily or capriciously. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Any such discipline shall be subject to the grievance procedure, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented in writing to the employee and the Association no later than at the time discipline is imposed.

F. Written Discipline

Written warnings or reprimands or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the employee has an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the employee and the Association. Any complaint not called to the attention of the employee, within five (5) work days of notification may not be used in any disciplinary action against the employee.

G. Response to Discipline

Any employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to his/her appropriate supervisor. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the Administration and/or Board. An employee who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

H. Representation

An employee shall be entitled to have present an Association representative during any meeting which will or may lead to disciplinary action by the Administration. When a request for such representation is made, no action shall be taken with respect to the employee until such Association representative is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised of said possibility and shall be advised by the Administration of the employee's right to representation.

I. Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining an employee:

1. Verbal warning by appropriate administrator.
2. Written warning by appropriate administrator.
3. Written reprimand by appropriate administrator.
4. Suspension with pay pending a hearing.
5. Suspension without pay.
6. Dismissal for arbitrary and capricious acts.

J. Personnel Files

An employee will have the right to review the contents of all records of the Board pertaining to said employee originating after initial employment and to have an Association representative accompany him/her in such review. Other examinations of an employee's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Association representative may review such files when necessary for contract administration purposes or to provide the employee representation in other administrative or legal proceedings.

No material including, but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material and the complaint has been validated by the Administration. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in an employee's file, the affected employee shall review and sign said material. Such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of

the material. All recommendations, written or oral, shall be based solely on the contents of the employee's personnel file.

K. Adverse Material

Pursuant to MCL 380.1230b #6, suppression of information about unprofessional conduct or an employee or expunging this information is illegal. Any employee wishing to may within 15 business days of the information being submitted to the personnel file have a written letter of disagreement attached to the adverse material.

L. Assault

Any case of assault upon an employee and/or his/her property, while at work, shall be promptly reported to the Administration. The Board shall promptly render all necessary assistance to the employee to prevent injury and loss of property, as well as provide consultation with Board appointed legal counsel to assist with rights and obligations with respect to such assault. The Board shall reimburse any employee up to five hundred dollars (\$500) during the course of one (1) calendar year for damages to or destruction or loss of the employee's vehicle, clothing and/or watches and/or jewelry, provided such damage, destruction or loss occurred on school premises and was not occasioned by the negligence of the employee.

M. Sexual Harassment

1. Sexual harassment against, or by, an employee will not be tolerated in the Board's employment practices and/or educational programs or activities.
2. Any employee accused of sexual harassment shall be entitled to all the protections of this Agreement, including Association representation, Personnel File, and Complaint Procedures.
3. Any employee who is dissatisfied with the Board's response to his/her complaint of harassment may file a grievance. However, whenever resort to the grievance procedure would result in the accused harasser hearing the grievance, the grievance may be transmitted to the next step at the option of the grievant. The Board assures employees that all complaints will be handled confidentially and shall be investigated without delay. In no event will the Board permit or engage in retaliation of any kind against any employee who initiates a complaint.

N. Accommodation

The Board will engage in an interactive process with an individual with a disability to determine reasonable accommodations, unless the Board can demonstrate that the accommodation will create an undue hardship on the operation of the program.

Reasonable accommodation may include:

- a. Accessibility of district facilities.
- b. Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, the provision of readers or interpreters or other similar actions.

If the cost of the proposed accommodation(s) is less than or equal to the cost limitations set forth in the Persons with Disabilities Civil Rights Act, the accommodation(s) will not be considered an undue hardship. In the event that the cost of the accommodation(s) exceeds the cost limitations set forth in the above stated legislation, the parties will look to the factors set forth in the Persons with Disabilities Act and section 504 of the Vocational Rehabilitation Act to determine whether the accommodation(s) is reasonable and not an undue hardship.

Article 8
Grievance Procedure

A. Definition

A grievance shall be defined as an alleged violation or misinterpretation of the expressed terms and conditions of this contract.

B. Representation

The Association shall designate one Association representative per building to handle grievances at Level 1.

C. Days

The term "days" as used herein shall mean regularly scheduled work days (Monday through Friday) excluding Board recognized holidays.

D. Filing

Written grievances shall be submitted on a Grievance Report Form as found in Appendix B.

Any written grievance not in accordance with the above requirement may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. Level One

An employee alleging a violation of the express provisions of this contract shall orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same within ten (10) days of its occurrence or knowledge of its occurrence. The Association Representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the Association Representative shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

E. Level Two

A copy of the written grievance shall be filed with the Superintendent, or his/her designee. Within five (5) days of receipt of the grievance, the Superintendent, or his/her designee, shall arrange a meeting with the grievant and/or the designated Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent, or his/her designee, shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative.

F. Level Three

If no decision is rendered at Level Two within five (5) days of the discussion, or the decision is unsatisfactory at Level Two to the Association, the Association shall within five (5) days appeal same to the Board. Upon written application, the Board shall allow the Association an opportunity to be heard. Within one (1) month from the hearing of the grievance, the Board shall render its decision in writing. No individual employee shall have the right to process a grievance to Level Three.

G. Level Four

If the Association is not satisfied with the disposition of the grievance at Level 3 or if no disposition has been made within the period provided above, the Association may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules that shall

likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction.

I. General Arbitration Provisions:

1. The arbitration proceeding shall be conducted in accordance with the rules and procedures of the American Arbitration Association.
2. It is expressly understood that no grievance arising subsequent to the expiration date of this Agreement shall be arbitrated absent mutual agreement between the parties.
3. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.
4. The Association and the Board shall share the fees and expenses of the arbitrator equally.

J. Restrictions on the Arbitrator's Authority

The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedure.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this Agreement.
3. Award compensation of punitive damages.
4. Establish wage schedules.

K. Time Limits

Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant fail to appeal a decision within the limits specified, or leave the employ of the Board, all further proceedings on a previously instituted grievance shall be barred.

L. Association Limits

The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without his/her or their express approval in writing thereon.

M. Filing Limits

All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee, or a participating Association representative, is to be at his/her assigned duty station, except as agreed by the parties. In such instances, an employee will suffer no loss of pay.

N. Additional Time Limitations

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

O. Due Process

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this Agreement may be processed through the grievance procedure until resolution. Subsequent to the expiration date of this Agreement, grievances are subject to the restrictions detailed in I., 2. above.

P. Expedited Process

The Association and the Board may reach agreement to process a grievance via the following expedited grievance procedure:

1. The grievance shall be submitted in writing to the Superintendent, or his/her designee. Within five (5) calendar days after submission, the Superintendent, or his/her designee, shall schedule a meeting with the Association in an effort to resolve the dispute.
2. If the dispute is not resolved to the Association's satisfaction, the Superintendent may request a Board hearing or grant a request for binding arbitration, under the rules of the American Arbitration Association for expedited arbitration, within seven (7) calendar days of the initial hearing. Both parties agree to be bound by the decision of the arbitrator.

**Article 9
School Cancellations**

A. Inclement Weather Prior To Start Time

In the event school is canceled prior to the start of an employee's workday due to inclement weather or conditions not within the control of the Board, the following procedures will apply:

1. Custodial, maintenance and fifty-two (52) week secretarial employees will report to work, if possible, and will be paid at their rate for the day.
2. Except as provided in 1. above, secretarial/clerical, paraprofessional, bus driver and food service employees shall not be required to report to work.

In the event the District is not required to make up such day(s) to receive State aid payments, employees will receive their regular rate of pay for the day(s). If the District is required to make up the day, no pay will be issued for the day(s).

B. Inclement Weather After Employee Start Time

In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:

1. Custodial, maintenance and fifty-two (52) week secretarial employees shall remain on the job and will be paid at their regular rate of pay for the day.
2. Except as provided in 1. above, secretarial/clerical, paraprofessional, bus driver and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

**Article 10
Summer Special Projects Labor Pool**

A. Special Projects

A school-year employee who has an interest in working on a special project during the summer may sign up on the summer work rosters at the Superintendent's office not later than May 15 in any given year.

B. Seniority

Subsequent to May 15, the Board will align the list of employees according to seniority within the employees' current classifications. Available work for which the Board elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the Board will not be required to utilize an employee in the rotation who is incapable of demonstrating he/she is qualified to perform the work in question.

C. Acceptance

Offers of summer work may range from less than a full day to a number of consecutive workdays. An employee offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in the rotation will be offered the work.

D. Rejection

An employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

E. Summer Labor

Summer employment for bargaining unit members employed for special projects shall be paid at rates not to be less than the minimum wage established by state and federal law. Non-bargaining unit members hired for the same purpose will also be paid at the same rate for the duration of the special project as the bargaining unit member.

**Article 11
Negotiations Procedure**

A. Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. Special Conferences

Special conferences for important matters other than items that are mandatory subjects of bargaining under PERA may be conducted at the request of either party. Either the Association President or the Superintendent shall make a request for a special conference in writing. A written request shall detail the reason for requesting the conference. A meeting will be scheduled within ten (10) calendar days of receiving the request.

C. Negotiations Released Time

When negotiations are conducted during regular work hours, released time shall be provided for the Association's representatives.

D. Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

Copies of this Agreement shall be printed at the expense of the Board, within thirty (30) days after the Agreement is signed, and presented to all employees now employed or hereafter employed by the Board. In addition, the Board shall provide the Association with six (6) extra copies of the Agreement without charge to the Association

All school district personnel policies, or any changes in said policies, shall be distributed to all employees within thirty (30) days of their adoption. Each new employee shall be provided copies of all school district personnel policies upon employment.

F. Commencement of Negotiation

Not earlier than April 1st, nor later than June 1st, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

Article 12
Work Year, Workweek, and Workday

A. Work Year

The work year for all employees shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

1. Paraprofessionals: The work year shall be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.
2. Extended Year Secretarial/Clerical Personnel: The work year shall be at least two hundred ten (210) days and shall be consistent with break periods, holidays and vacations as listed in this Agreement.
3. Food Service Personnel: The work year will be at least equal to the number of student days plus four (4) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.
4. Bus Drivers: The work year will be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year of those students who are being transported, and shall be consistent with break periods, holidays and vacations of the school calendar.
5. Secretary to the Counselor: The work year shall be equal to the number of student days plus up to seven (7) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar. An increase or decrease in the number of days may be adjusted via mutual agreement of the Supervisor and the secretary.
6. Special Education Secretary: The work year shall be equal to the number of student days plus up to two (2) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar. An increase or

decrease in the number of days may be adjusted via mutual agreement of the Supervisor and the secretary.

B. Workweek

1. The workweek for employees shall consist typically of the workdays Monday through Friday, except as noted below and as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.
2. The workweek of the Special Education Secretary shall consist typically of two (2) workdays per week except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

C. Workday

The workday for all employees shall be as noted below. All hours shall be consecutive, except for bus drivers.

1. Custodians/Maintenance/Grounds/Mechanic Personnel:

- a. First Shift—Begins no earlier than 6:00 a.m.
- b. Second Shift—Begins at 2:30 p.m.

Times for both shifts may be changed through mutual agreement between the employee and his/her supervisor.

2. Food Service Personnel:

The workday will begin no earlier than 7:00 a.m. and end no later than 3:30 p.m. unless the time is changed through mutual agreement between the employee and his/her supervisor.

3. Paraprofessionals:

The workday begins when school starts for students and ends when school ends for students unless the time is changed through mutual agreement between the employee and his/her supervisor.

4. Secretarial/Clerical Personnel:

The workday begins no earlier than 7:00 a.m. and ends no later than 4:30 p.m. unless the time is changed through agreement between the employee and his/her supervisor.

5. Bus Drivers:

The workday shall be comprised of the time actually spent driving regular runs or field trips, including down time spent at field trips, and performing daily activities as are required. In the event the driver has down time on a field trip, that shall also be considered time worked for the purposes of reporting to the State. Each driver shall be compensated at the hourly rate provided in Appendix A for actual average driving times and for other noted activities in Article 15, Section A., 2.

Said average driving times shall be determined twice yearly. The first semester shall be paid at the time determined to be the average during the second full week of school. The second semester shall be paid at the time determined to be the average during the first full week of the second semester. In the event a driver believes his/her average driving time has changed by at least fifteen (15) minutes, he/she may request a re-determination.

Senior drivers shall be allowed to bid for the maximum number of hours that their driving schedule will permit during the bid meeting. Change occurring during the year will be assigned based on seniority and availability.

D. Duty-free Lunch

All employees who work at least six (6) consecutive hours a day shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

E. Emergency Call-In

A minimum one (1) hour shall be credited to an employee called for an emergency situation, even if the employee works less time. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day it shall be paid at time and one-half (1 ½) unless it is a Saturday, Sunday, or holiday, in which case it shall be paid at double time (2).

F. In-Service

All employees may be offered in-service training opportunities. Such training opportunities shall be fully paid by the Board, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

G. Breaks

1. Each part-time employee shall be granted one (1) fifteen (15) minute paid break period.
2. Each full-time employee shall be granted two (2) fifteen (15) minute paid break periods. The first break shall be scheduled approximately at the midpoint of the first half of the shift and the second break shall be scheduled approximately at the midpoint of the second half of the shift.
3. The specific scheduling of the break periods shall be done by mutual agreement of the employee and his/her supervisor.
4. An employee may take the break period in a location of the employee's choosing.
5. An employee working overtime will be entitled to an additional fifteen (15) minute break period for every two (2) hours worked.

H. Overtime

1. Overtime shall be defined as time worked in excess of forty (40) hours in a workweek.
2. Mandatory Overtime: In the event that no employees have notified the Administration that they are interested in performing overtime work, such overtime will be assigned on a rotation basis through inverse seniority order (least senior to most senior employee). No employee will be required to work overtime hours unless all other qualified employees in that classification have had the opportunity to bid on those hours.
3. Voluntary Overtime: No employee shall be allowed to work overtime unless all other qualified employees in that classification, including substitute employees, have had the opportunity to fill their weekly schedule with up to 40 (forty) hours of paid time.
4. By mutual agreement between the employee and his/her supervisor, compensatory time may be earned in lieu of overtime payment.

I. Substitutes

The Board may provide substitutes as required by the absence of a regular employee and will utilize existing staff whenever possible by offering the work to the most senior employee available. A regular employee assigned to perform the work of an absent employee for one-half (1/2) hour or longer will be paid the regular rate for those duties provided the regular rate is not less than his/her normal rate.

J. Payroll

Employees will be compensated for actual time worked. Employees will submit biweekly timesheets and receive their pay for all hours worked on the next scheduled pay date. Employees have the option to receive their pay spread over 26 pays. Employees electing payment over 26 pays will have their regular pay calculated based on the number of normal workdays multiplied by scheduled hours multiplied by their hourly rate. Employees must report any deviation from their regular workdays and hours on their biweekly timesheet, so pay adjustments can be made accordingly.

**Article 13
General Working Conditions**

A. Unsafe Work

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

B. Student Discipline

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.

C. Medication

The performance of dispensing or administering medication, diapering or other medically related procedures by employees shall be carried out in the presence of another adult whenever possible.

D. Supervision

An employee shall be responsible to only designated supervisors, said supervisors to be designated by the Board with written notification provided to each employee. In the absence of a building principal and/or department supervisor, or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building. An employee shall be notified in writing of any change in his/her designated supervisor.

E. Equipment

The Board shall provide without cost to the employee the following:

1. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products and other bodily products.
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
3. Safety shoes and glasses where applicable.

4. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform his/her job or position.
5. Electrical cords and timers for bus engine heaters.

F. Uniforms

For employees expected by the Administration to wear uniforms, the style and color shall be selected with approval from the affected employee group. The Board shall provide to each employee, at no cost, at least three (3) uniforms per year if uniforms are required by the Administration.

G. Mileage

An employee will be entitled to ninety percent (90%) of the current IRS rate per mile as reimbursement for driving his/her own vehicle in the performance of his/her job duties.

**Article 14
Conditions of Employment**

A. Transportation

In addition to those working conditions outlined in Article 14, the following shall apply to all transportation employees.

1. Runs

- a. The Board shall maintain a bus run system.
- b. The Administration shall hold a run selection meeting for all runs prior to the beginning of the school year. Every driver shall be notified of the meeting time and location.
- c. The Kindergarten drivers, with the approval of the Administration, shall formulate Kindergarten runs.
- d. At the run selection meeting, all known runs shall be posted and the posting shall include the length, number of stops, and estimated time and pay.
- e. Drivers shall select runs on the basis of seniority.
- f. A driver shall be allowed to select as many runs as his/her schedule permits.
- g. Should any new run become available during the school year, it shall be posted in accordance with the posting procedure in Article 17.
- h. All runs available during the summer period shall be awarded in the same manner as field trips.
- i. The student discipline policy shall apply to all regular runs and field trips. Bus rules shall be updated as necessary by the Administration with input from drivers.

2. Preparation of Buses

Each driver is responsible for performing a variety of tasks in preparing a bus for use and cleaning it after its use, including the safety checklist mandated by law and that has been

negotiated between the parties. In consideration of the activities below, each driver shall be compensated at his/her hourly rate as is appropriate.

Bus Washing	35 minutes per day	Bus to be washed a minimum of two (2) times per week
Fueling	10 minutes per day	Bus to be fueled as needed
Internal Cleaning	15 minutes per day	Bus to be internally cleaned at the conclusion of runs each day
Safety Prep	30 minutes per day	According to law and negotiated checklist

Bus Run Meetings—Field Trip, Kindergarten and Regular—
Time actually spent in the meetings when called

Additionally, a driver who is assigned a field trip shall have thirty (30) minutes added to the accumulated time of the trip for the safety check as outlined above, fueling, sweeping, and equipment loading.

3. Field Trips

- a. A field trip is defined to be the transportation of students other than on a regular run.
- b. A driver interested in driving for field trips shall notify the supervisor and shall have his/her name put on the field trip list. All field trips shall be posted, along with the projected length of the trip, on the field trip chart. Field trips shall be awarded to interested drivers using a rotation system according to seniority. Field trips refused shall be charged to the driver on the chart. The chart is to be placed in a conspicuous location seven (7) days in advance of a trip when possible. This system is subject to change by a majority vote by the drivers. Trips canceled or postponed shall not be charged. The driver of a canceled or postponed trip is to be first on the rotation in the following week.
- c. There shall be a one (1) hour minimum payment to a driver who shows for an extra trip that is canceled. The rate of pay shall be at the driver's regular rate.
- d. Field trips leaving during regular driving time shall be available to drivers who have regularly scheduled runs. A driver shall suffer no loss of pay for missing all or part of a regular run due to a field trip.
- e. The time for field trip pay shall start when the bus leaves the bus storage area and shall end when the bus returns to the school where the students were picked up except for overnight trips.

In the event the field trip involves an over-night stay, the time for field trip pay shall start when the bus leaves the bus storage area and pause when the bus is stopped for the overnight. The time shall begin again the next day when the students are loaded and shall end when the students are returned to the school from which the trip originated. In the event the trip involves more than one (1) overnight, the trip pay time for each intervening day shall begin when the students are loaded and pause when the bus is stopped for the overnight.

- f. Time spent at the event of the field trip is paid at the down time rate of pay with the time spent driving, either to the event or to a meal, paid at the driver's regular rate of pay.
- g. The Board shall reimburse the driver for one (1) paid admission to the event, when necessary.

- h. An agreement shall be drawn up defining the responsibilities of the driver, the teacher/coach, and the chaperone while on a field trip.
- i. All new bus drivers must be employed for forty-five (45) working days before being eligible for field trips.

4. Substitutes/Temporary Run Vacancies

- a. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, on the basis of seniority, who can drive it in their regular driving schedule. A driver need not be able to drive the entire schedule to be awarded the run.
- b. Whenever possible, employees shall have priority over substitutes for runs or field trips.

5. Licensing/Training

- a. The Board shall pay for all required licenses, testing and physical examination as may be requested for full licensure.

New employees become eligible for reimbursement of expenses for the above after ninety (90) days of continuous employment with the Board.

- b. The employee may select his/her own physician for a physical examination. The Board shall reimburse the employee for the physical examination in the amount of the negotiated cost with the Clinton County Medical Center for the required physical.
- c. The Board shall pay regular drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meeting), testing, and run selection meetings.

6. Meal/Lodging Reimbursement

- a. The Board shall reimburse a driver at the next accounts payable run for all meal costs up to a maximum of seven dollars (\$7.00) for dinner, four dollars (\$4.00) for lunch and four dollars (\$4.00) for breakfast. A receipt is required.
- b. The Board shall reimburse a driver at the next accounts payable run for the cost of a motel room if a field trip involves an overnight stay. A receipt is required.

7. School Closure

A driver who reports to work and, upon arrival, finds that school has been canceled, shall be paid for one-half (1/2) hour at his/her regular hourly rate.

B. Food Service

1. Food Vans

A cook who is responsible for transporting food in a school van shall be compensated for his/her time. The time shall begin when the van is picked up by the cook at the van storage area and shall end when the van is returned to the storage site. In addition to the time spent driving the van, the cook shall be compensated for all time spent fueling and cleaning the van.

2. Work for Outside Groups

Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of Article 13, Section H.

C. Custodians

1. Summer Employment

- a. Custodians shall have the option to work four (4) ten (10) hour days during the summer period.
- b. Custodians shall be given the option of working first-shift hours regardless of their shift assignment during the school year.

2. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

3. Shift Premium

All custodial/maintenance employees working shifts beginning after 2:00 p.m. shall be paid a premium of thirty-five cents (\$.35) per hour.

4. Building Checks

Employees shall be granted a minimum of one (1) hour compensatory time for building checks.

5. Special Events

When a special event, such as a basketball game, banquet, etc., is held in a school building and continues beyond 9:30 p.m., the minutes past 9:30 p.m. may be allocated, if needed, as overtime to fulfill all assigned duties.

D. Paraprofessionals

1. A paraprofessional shall not be asked to substitute for a certified teacher. In an emergency, however, a paraprofessional may cover a class for no more than one (1) hour, provided a certified person is responsible for the class.
2. A paraprofessional who has an Associate's Degree shall be paid according to the Paraprofessional with an Associate's Degree salary schedule.

E. Secretaries

1. Secretaries shall have the option to work four (4) ten (10) hour days during the summer period when students are not in session.
2. Any secretary assigned responsibility for calling substitutes shall be granted compensatory time for all non-regular hours spent calling. The Board shall reimburse all telephone expenses if calls are made from the secretary's home.

F. Double Classification

An employee holding and providing services in more than one job classification must declare a primary classification. Hours worked in a secondary classification must be worked outside the normal

working hours of the primary classification. An employee may declare a new primary classification if a new position becomes available, and the employee is awarded or assigned to that position.

G. Evaluation

1. The Board, through the powers derived from the Michigan Revised School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, it delegates to the Superintendent the function of establishing and implementing a program of personnel assessment.
2. The goals of the Board's evaluation plan for support staff are:
 - a. to improve and reinforce the skills, attitudes, and abilities which enable a support staff member to be effective in achieving assigned job goals; and
 - b. to identify and remediate weaknesses which prevent a support staff member from achieving the goals of assigned duties.
 - c. to assure employee accountability for their performance.
3. It is the purpose of the program of staff assessment to:
 - a. strive for the improvement of the total School District program;
 - b. stress the importance of personal improvement on the part of individual support staff members so that each student may be provided a quality education;
 - c. ensure the continuous improvement of administrative and supervisory services provided staff members; and
 - d. establish a process of continuous and systematic support staff member evaluation.
4. The staff evaluation program shall aim at the early identification of specific areas in which the individual support staff member needs help so that appropriate assistance may be arranged for or provided. A supervisor offering suggestions for improvement to a support staff member shall not release that support staff member for the responsibility to improve. If a support staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.
5. A support staff member shall be evaluated under procedures provided in this Agreement and the Superintendent's administrative guidelines. A support staff member shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.
6. The Superintendent's administrative guidelines shall not deprive a support staff member of any rights provided by this Agreement or State law.

Article 15 Seniority

A. Seniority Defined

1. Seniority shall be defined as continuous length of service within the District as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. In

the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day and year of their first work day.

2. An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.
3. Part-time employees working a full year shall receive a full year of seniority credit. Employees working less than a full work year shall have their seniority pro-rated.

B. Probation

1. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) workdays.
2. Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.
3. Probationary employees shall be entitled to insurance benefits but not leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days, excluding holidays, that he/she would have earned and vacation credit, if applicable. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

C. Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one or more of the following classifications based on their current assignments.

1. Bus Driver
2. Secretarial/Clerical
3. Custodial/Maintenance/Grounds
4. Food Service
5. Paraprofessional
6. Mechanic
7. Technology Coordinator

All seniority shall be based on bargaining unit seniority, however.

D. Seniority List

The Board shall prepare, maintain and post the seniority list. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. Revisions and updates are to be prepared and posted annually. A copy of the seniority list shall be furnished to the Association.

E. Accommodation

Any employee, while employed by the Board, who has been incapacitated from his/her regular work by injury or compensable occupational disease, or sustains a handicap for which reasonable accommodation needs to be made, may at his/her option be assigned other work on a job that is operated by the Board which he/she can do.

F. Loss of Seniority

Seniority shall be lost by an employee upon termination for cause, resignation, retirement or transfer to a non-bargaining unit position.

Article 16
Vacancies, Transfers, and Promotions

A. Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled.

B. Vacancy Posting

Vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays, except in mutually agreed to exceptions. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements as reflected in the job description

C. Vacancy Notification

Interested employees may apply in writing to the Superintendent, or designee, within the ten (10) day posting period. The Board shall notify the Association President of vacancies occurring during the summer months, June, July, and August, by sending notice of same by U.S. mail to his/her last known address or hand delivered. An employee wishing to have notice of vacancies mailed to him/her during the summer months may leave a stamped, self-addressed envelope(s) with the Superintendent, or designee, and postings will be mailed to said employee.

D. Award of Vacancy

A vacancy shall be filled with the most senior applicant from within the affected classification who meets the minimum requirements of the job description. If an employee from the affected classification does not apply, then a qualified applicant with the most seniority from another classification shall fill the vacancy, unless there is a more qualified non-bargaining unit member applicant. Salary step placement for a non-bargaining unit person placed into the position shall be determined by the Administration.

E. Involuntary Transfers

Involuntary transfers of employees are to be effected only for reasonable and just cause. A transfer is defined as movement from one classification to another.

F. Transfer Rights

1. An employee shall not be placed on a lower step of the wage schedule due to an involuntary transfer or reassignments nor shall they suffer any loss of accrued seniority, vacation, holiday or leave benefits.

2. An employee voluntarily transferring shall be placed on the base step of the salary schedule in the new classification. He/she shall not suffer any loss of accrued seniority, vacation, holiday or leave benefits.

G. Temporary Assumption of Duties

Any employee who temporarily assumes the duties of another employee will be paid the regular rate of those assumed duties. An employee's pay rate or total pay shall not be reduced as the result of any temporary change in duties.

Article 17
Reduction in Personnel, Layoff, and Recall

A. Layoff Defined

Layoff shall be defined as a necessary reduction in the work force, beyond normal attrition, due to a lack of funds sufficient to avoid such reduction that is demonstrated by the Board to the Association or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

B. Layoff Notice

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of the layoff at least sixty (60) days prior to the effective date of the layoff.

C. Layoff Procedures

In the event of a necessary reduction in work force, the Board shall first layoff probationary employees in the affected classification, then least senior employees in that classification. When a vacancy or newly created position occurs, the Board will give first opportunity to laid-off employees who are qualified. An employee, whose position has been eliminated due to reduction in work force or who has been affected by a layoff/elimination of position, shall have the right to assume a position, for which he/she is qualified, that is held by a less senior employee. For the purpose of bumping, classification heads shall be considered to have the highest seniority in their respective classification.

D. Substitute Priority

A laid-off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off employees may continue their health, dental, vision, and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Board after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Board.

E. Recall

1. Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification for which they are qualified. Any employee, who has served more than thirty (30) working days in a classification or who, within a reasonable amount of time, could be trained to perform the work, shall be deemed qualified for any position in that classification.
2. A notice of recall shall be sent by certified or registered mail if the Administration is unable to reach the employee by phone. Said notice shall be sent to the last known address as shown on the Board's records. It shall be the employee's responsibility to keep the Board notified as to his/her current mailing address.
3. The recall notice shall state the time and date on which the employee is to report back to work.

4. A recalled employee shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Board of his/her intent to return to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the fifteen (15) day period.
5. An employee recalled to work which is equal in hours and rate of pay to the position from which the employee was laid off is obligated to take said work. An employee who declines recall to such work for which he/she is qualified shall forfeit his/her recall rights. An employee on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position, which is lower in pay, hours, and/or benefits than the position from which the employee was laid off shall not affect his/her right to recall to an equivalent position. Recall rights are restricted to non-probationary employees and only for a period of thirty-six (36) months from the effective date of layoff.

F. Partial Layoffs

The Board shall not reduce full-time positions to part-time positions. If a reduction in the work force is necessary, the Board shall reduce whole positions and shall not reduce hours among several positions.

G. Student Workers

No student workers shall be employed in a classification if members of the bargaining unit are on layoff in that classification. In no event will student workers displace bargaining unit members.

H. Emergency Manager

Section 15 (7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in that Act. This provision will serve as recognition of this mandate. Should this section of 15 (7) PERA be modified or amended, both the PW Educational Support Personnel Association and the Board agree to commence negotiations within a timely manner for the purpose of engaging in collective bargaining over the impacted language.

**Article 18
Paid Leaves**

A. Sick Leave

Employees shall earn one (1) day of sick leave per twenty (20) days worked rounded to the nearest whole. The unused portion of said leave shall be allowed to accumulate to a maximum of one hundred forty-four (144) days. Employees' sick leave banks will be credited at the beginning of the school year with the full amount of sick leave expected to be earned during the current school year. However, no employee will be paid for sick leave that has not yet been earned. Upon termination, each employee shall be paid for all unused sick leave time, to a maximum of ninety (90) days, at a rate of twenty-five dollars (\$25) for each unused day. Employees shall be paid following the end of the year for any sick leave days accumulated above the one hundred forty-four (144) day limit at a rate of twenty-five dollars (\$25.00).

B. Sick Day Usage

Sick leave days may be taken by an employee for the following reasons and subject to the following conditions:

1. Personal Illness or Disability—The employee may use all or any portion of his/her leave to recover from his/her own illness or disability, or for the illness or disability of any member of his/her immediate family as defined in C. below.
2. Medical or Nursing Care—The employee may take one (1) day per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined in C. below.
3. An employee's sick leave bank will not be charged for day when such day falls unexpectedly on canceled school day.

C. Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, step-parent, sibling, in-laws, or anyone who has stood in the relationship or is living in the household of the employee.

D. Personal Leave

1. All Personal Leave time shall be deducted from the Sick Leave Bank.
2. Employees with no paid Vacation Leave will be allocated up to three (3) personal leave days at the beginning of each contractual year. Unused personal leave days will be added to a Personal Leave Bank, with a maximum accumulation of six (6) days. Personal leave days may be granted following written application terms defined in number 4 of this section.
3. For all other employees, personal leave days not to exceed two (2) days in any one (1) contractual year shall be available upon written application. Unused personal leave days will be added to Sick Leave Bank.
4. Requests for such leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance. In emergency cases, the employee will notify his/her supervisor as soon as possible and shall have the leave granted.
5. Leave time shall be calculated on an hourly basis. Said usage shall be deducted from accumulated sick leave.
6. A leave day may be granted for the day preceding or the day following a holiday or a vacation or the first and last day of the school year upon approval of the administrator.
7. Leave days shall be available for the practice of individual religious practices.
8. If a school is not in session due to circumstances outside the control of the district, an employee who has a pre-approved absence shall not be charged for a leave day.

E. Employment Related Injury

1. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between his/her salary with all fringe benefits and all benefits received under the Michigan Worker's Compensation Act for a period not to exceed sixty (60) workdays. After the sixty (60) workday period the employee may elect to use sick leave days to help make up the difference between his/her biweekly salary and the benefits received under workers compensation. The workers compensation benefits together with sick leave compensation cannot exceed the employee's biweekly salary. The salary differential paid by the employer is not

to be offset by or coordinated with Workers' Compensation benefits. During an absence due to an employment related injury, seniority shall accrue.

2. Upon return from Worker's Compensation, the employee shall be guaranteed his/her former position or a comparable position if the former position no longer exists.

F. Judicial Leave

Any employee called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid his/her full compensation and benefits for such time. The employee shall pay back to the Board any money received for jury duty less any mileage reimbursements.

G. Armed Services

Any employee who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would have received from the Board during any period in which the affected employee engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect. Every effort will be made to schedule said duties around the employee's work schedule.

H. Bereavement Leave

An employee shall be granted a maximum of five (5) days of paid leave, two (2) of which shall be deducted from sick leave, per death for immediate family members, with the Superintendent able to extend paid leave. Immediate family shall include spouse, parent, brother, sister, child, grandchild, father-and mother-in-law, brother-and sister-in-law, grandparent, and any other person living in the household of the employee. The employee may take up to one (1) paid day per death to attend the funeral of any other person. This leave shall not be cumulative, and used leave days will be deducted from sick leave.

**Article 19
Unpaid Leaves**

A. Leaves of Absence

A leave of absence, without pay, for up to one (1) year in duration may be granted to an employee upon written request. A request for a leave of absence shall include the reason for the leave along with the anticipated beginning and ending dates of the leave. During a leave of thirty (30) days or less, seniority shall continue to accumulate.

B. Return from Leave

An employee returning from a leave of absence shall be reinstated to the same position he/she held when the leave began or a comparable position. An employee returning from a leave of absence shall not receive salary experience credit for the time of such leave.

C. Extensions

The Board, upon written request of the employee, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

D. Military Leave

A military leave of absence shall be granted to an employee who is inducted, or enlists, for military duty in any branch of the armed forces of the U.S. or who enlists, volunteers, is called, or otherwise makes himself/herself available for active duty in the National Guard or Reserves. The Board shall continue any and all employee benefits for the employee's family at the employee's expense during

any period of active duty. Employees who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

E. Association Office

A leave of absence shall be granted for the purpose of serving as an officer of the Association or an officer, intern, or staff member in its state or national affiliate for the duration of the term of office.

F. Public Service

A leave of absence shall be granted for the purpose of campaigning for and/or serving in, a public office. The leave shall be granted for the duration of the term of office.

G. Career Exploration

A leave of absence shall be granted for the purpose of exploring an alternative career.

H. Education Leave

A leave of absence shall be granted for the purpose of permitting the employee to continue his/her education.

I. Family Leave

1. A leave shall be granted to any eligible employee (in accordance with FMLA) and provided up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:
 - a. for incapacity due to pregnancy, prenatal medical care or child birth;
 - b. to care for the employee's child after birth, or placement for adoption or foster care;
 - c. to care for the employee's spouse, son or daughter, or parent who has a serious health condition;
 - d. for a serious health condition that makes the employee unable to perform the employee's job.

All other provisions of the FMLA to be followed, including: military leave entitlements, benefits and protections, eligibility requirements, definitions of serious health conditions, use of leave, substitution of paid leave for unpaid leave, employee responsibilities, employer responsibilities, unlawful acts by employers, and enforcement.

2. A leave maybe taken on an intermittent or reduced schedule basis at the employee's option. The Board shall continue all health insurance benefits during a family leave for twelve (12) weeks. The employee may elect to use his/her paid sick leave, personal leave, and/or vacation leave, or any combination thereof, for all or part of the duration of the leave.
3. For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, step-parent, grandparent, grandchild, or other person who has stood in the place of a family member.
4. At her option and in accordance with other rights vested in FMLA, an employee may commence the leave before or after the birth of the child. At her option, the leave is available to the employee at the termination of her disability benefits. The employee may terminate the leave any time after the birth of the child or in the event of the death of a child.

**Article 20
Vacations**

A. Full-Time, Full-Year Employee

Upon completion of one (1) complete fiscal year of service, July 1 through June 30, a full-year, full-time employee will receive ten (10) full working days of vacation with pay.

B. Fiscal Year Employee

An employee starting work during the fiscal year shall earn one (1) day of vacation for each complete month worked to the end of that fiscal year but not exceeding ten (10) days.

C. Addition of Extra Days

After five (5) years of service, one (1) extra day of vacation for each year of service will be granted each year in accordance with the following schedule to a maximum of twenty (20) days vacation each year:

6 years	11 days	11 years	16 days
7 years	12 days	12 years	17 days
8 years	13 days	13 years	18 days
9 years	14 days	14 years	19 days
10 years	15 days	15 years	20 days

D. Limitations During the School Year

A maximum of two (2) weeks vacation may be taken during the student school year. The Superintendent may grant a request for additional vacation time during the school year. Vacation requests shall be submitted to the supervisor prior to the ending of school in June or thirty (30) days prior to the period of time requested.

E. Limitations on Vacation Pay

No vacation pay will be allowed unless the vacation is taken. When work load dictates, the Board may request partial-week versus full-week vacations after using the first two (2) weeks of vacation and/or allow up to one (1) week to be carried forward for one (1) year.

F. Seniority

Should more than one (1) employee request the same vacation date(s) at a time when the schedule of work prohibits all of the requesting employees from being absent at the requested times, requests shall be granted to the employee(s) having the greatest seniority.

**Article 21
Paid Holidays**

A. Definition

For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

B. Preceding Day/Following Day Work Requirement

An employee must work the entire last regularly scheduled day preceding and following the holiday in order to receive holiday pay. The Superintendent has the authority to waive this requirement.

C. Eligibility Pay

Probationary employees shall not be eligible for paid holidays.

D. Holiday Pay

In the event a holiday falls during an approved vacation, the employee will receive holiday pay. Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix C.

**Article 22
School Improvement**

The Association shall have representation on the District-wide School Improvement Committee. The Association will select one of its elected officials as the representative. This selection is subject to appointment by the Board. Such representation shall be with full released time with no loss of pay for meetings during regular work hours or volunteer for meetings scheduled beyond the employee's day. Service on this Committee shall be voluntary.

**Article 23
Job Descriptions**

Job descriptions for new positions or revisions of current positions shall be developed jointly by the Administration and the Association with equal representation from both. Said job descriptions shall be distributed to all current employees and to all new employees hired by the Board. Job descriptions will include at a minimum:

1. Job title and description
2. Minimum requirements
3. A specific statement of required tasks and responsibilities

**Article 24
Insurance**

A. Full-time, Full-year Employees

1. Full time, full year employees electing health coverage will receive the same health plan as the Pewamo-Westphalia Schools Administrators, with the same copays and deductibles, effective no later than January 1, 2012. The Board will pay a maximum amount of \$5,500.00 per year for single-subscribers, \$11,000.00 for employee-spouse coverage, or \$15,000.00 for full family coverage. These maximum amounts will be adjusted annually for each level of coverage per terms of PA 152 of 2011.
2. The Board will pay ninety percent (90%) of the premium costs of Plan 501 dental insurance from Set, Inc. The employee will pay the remaining 10% of the premium.
3. The Board will pay ninety percent (90%) of the premium costs of VSP-3 vision insurance. The employee will pay the remaining ten percent (10%) of the premium.
4. The Board will pay ninety percent (90%) of the premium costs for long term disability insurance with a benefit of 60% of salary commencing one hundred eighty (180) calendar days after the onset of the disability for each employee.
5. An employee opting out of health insurance shall receive a monthly cash payment equal to one twelfth of the maximum payment allowed for single subscribers under PA 152 of 2011. This amount shall be adjusted annually to the maximum payment allowed for single subscribers under PA 152 of 2011.

B. Full-time, Less Than Full-year Employees

Each employee shall receive a monthly cash payment of two hundred forty dollars (\$240) under the Board adopted Section 125 plan.

C. Part-time, Full-year Employees

If an employee is employed for at least twenty (20) hours per week, he/she shall receive a monthly cash payment of one hundred and twenty dollars (\$120) under the Board adopted Section 125 plan.

D. Part-time, Less Than Full-year Employees

These employees shall not be eligible for any Board provided insurances or cash payments under the Board adopted Section 125 plan.

E. Employee Purchased Health Insurance

An employee, at his/her own expense, shall have the option of purchasing health insurance through the employer at the group rate pursuant to the underwriter's rules and regulations.

F. Term Life Insurance

The Board will provide fully paid MESSA term life insurance in the amount of \$30,000 with AD&D for each employee

**Article 25
Duration Of Agreement**

All articles of this Agreement shall be effective upon ratification and will expire June 30, 2015.

For the Association

For the Board

Shell Spitzley

Kathy Wood

President

President

02/11/13

02/11/13

Date

Date

Shell Spitzley

Kimberly Thelen

Chief Negotiator

Secretary

02/11/13

02/11/13

Date

Date

Appendix A

	<u>2010- 11</u>	<u>2011- 12</u>	<u>2012- 13</u>	<u>2013- 14</u>	<u>2014- 15</u>
Section 1 - Bus Drivers					
Base	14.00	14.00	14.00	14.07	14.14
2nd Year	14.97	14.97	14.97	15.04	15.11
3rd Year	15.93	15.93	15.93	16.01	16.09
4th Year	17.09	17.09	17.09	17.18	17.27
Top	18.25	18.25	18.25	18.34	18.43
Extra Trip	14.00	14.00	14.00	14.07	14.14
Section 2 - Transportation Supervisor					
Base	14.55	14.55	14.55	14.62	14.69
2nd Year	15.84	15.84	15.84	15.92	16.00
3rd Year	17.11	17.11	17.11	17.2	17.29
4th Year	18.45	18.45	18.45	18.54	18.63
Top	19.53	19.53	19.53	19.63	19.73
Section 3 - Secretaries					
Base	12.05	12.05	12.05	12.11	12.17
2nd Year	13.80	13.80	13.80	13.87	13.94
3rd Year	15.52	15.52	15.52	15.6	15.68
4th Year	16.06	16.06	16.06	16.14	16.22
Top	16.61	16.61	16.61	16.69	16.77
Section 4 - Paraprofessionals					
Base	9.49	9.49	9.49	9.54	9.59
2nd Year	10.09	10.09	10.09	10.14	10.19
3rd Year	10.69	10.69	10.69	10.74	10.79
4th Year	11.54	11.54	11.54	11.6	11.66
Top	12.38	12.38	12.38	12.44	12.50
Section 5 - Parapro w/ Associates Degree					
Base	12.18	12.18	12.18	12.24	12.30
2nd Year	13.06	13.06	13.06	13.13	13.20
3rd Year	13.94	13.94	13.94	14.01	14.08
4th Year	14.80	14.80	14.80	14.87	14.94
Top	15.67	15.67	15.67	15.75	15.83

	<u>2010- 11</u>	<u>2011- 12</u>	<u>2012- 13</u>	<u>2013- 14</u>	<u>2014- 15</u>
Section 6 - Interpreter					
Base	12.81	12.81	12.81	12.87	12.93
2nd Year	13.68	13.68	13.68	13.75	13.82
3rd Year	14.56	14.56	14.56	14.63	14.70
4th Year	15.53	15.53	15.53	15.61	15.69
Top	16.51	16.51	16.51	16.59	16.67

Section 7 - Student Specific Aide

Base	12.81	12.81	12.81	12.87	12.93
2nd Year	13.68	13.68	13.68	13.75	13.82
3rd Year	14.56	14.56	14.56	14.63	14.70
4th Year	15.53	15.53	15.53	15.61	15.69
Top	16.51	16.51	16.51	16.59	16.67

Section 8 - Food Service

Base	9.13	9.13	9.13	9.18	9.23
2nd Year	9.89	9.89	9.89	9.94	9.99
3rd Year	10.64	10.64	10.64	10.69	10.74
4th Year	11.31	11.31	11.31	11.37	11.43
Top	11.98	11.98	11.98	12.04	12.10

Section 9 - Head Custodian

Base	14.69	14.69	14.69	14.76	14.83
2nd Year	16.01	16.01	16.01	16.09	16.17
3rd Year	16.65	16.65	16.65	16.73	16.81
4th Year	17.29	17.29	17.29	17.38	17.47
Top	18.64	18.64	18.64	18.73	18.82

Section 10 - Custodian/Maintenance

Base	12.08	12.08	12.08	12.14	12.20
2nd Year	13.19	13.19	13.19	13.26	13.33
3rd Year	13.77	13.77	13.77	13.84	13.91
4th Year	14.35	14.35	14.35	14.42	14.49
Top	15.47	15.47	15.47	15.55	15.63

**Section 11 - Head Custodian/Transportation
Supervisor**

Base	20.00	20.00	20.00	20.10	20.20
2nd Year	20.40	20.40	20.40	20.50	20.60
3rd Year	20.81	20.81	20.81	20.91	21.02
4th Year	21.23	21.23	21.23	21.34	21.44
Top	21.65	21.65	21.65	21.76	21.87

Note: A qualified paraprofessional asked to serve as a substitute teacher will receive additional hourly compensation equal to the difference between \$19.50 and their regular schedule rate.

Appendix B
Grievance Report Form

Grievance # _____

Pewamo-Westphalia Community Schools

Distribution of Form:

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

LEVEL ONE

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance:

3. Relief Sought:

Signature of Association Representative

Signature of Grievant

Date

Date

C. Disposition by Supervisor:

Supervisor's Signature

Date

D. Position of Grievant and/or Association:

Authorized Signature

Date

(If additional space is needed in reporting Section B of Level 1, attach an additional sheet.)

LEVEL 2

A. Date Received by Superintendent, or Designee: _____

B. Disposition by Superintendent, or Designee:

Superintendent's, or Designee's, Signature

Date

C. Position of Grievant and/or Association:

Authorized Signature

Date

LEVEL 3

A. Date Submitted to the Board: _____

B. Disposition by the Board:

Authorized Signature

Date

C. Position of Grievant and/or Association:

Authorized Signature

Date

Appendix C

Paid Holidays

Holiday	Bus Driver/ Paraprofessional	Food Service	Special Education Secretary	Extended Year Secretary	Custodial/Maintenance/ Grounds/Mechanic
July 4					X
Labor Day				X	X
Thanksgiving	X	X	X	X	X
Day After Thanksgiving	X	X		X	X
Day before or after Christmas	X	X	X	X	X
Christmas Day	X	X	X	X	X
New Year's Eve Day					X
New Year's Day	X	X	X	X	X
*Good Friday	X	X		X	X
Memorial Day	X	X		X	X

* If students are in attendance one-half (1/2) day on Good Friday, then a one-half (1/2) day paid holiday.

Appendix D

DELETED LANGUAGE

This appendix contains language that was previously included in the Master Contract Agreement between Pewamo-Westphalia Educational Support Personnel Association and the Pewamo-Westphalia Community Schools Board of Education. In 2012, Public Act 53 was passed. This act was designed to prohibit school districts from agreeing to payroll deduct union dues or agency shop service fees. The enforcement of such has been enjoined by a federal court, and continues at this time. In May of 2013, an injunction that previously allowed for school districts to continue payroll deduction of union dues or agency shop service fees has been removed. Since this contract was ratified after the passage of 2012 PA 53 but prior to the injunction and to maintain compliance with legislative changes, beginning with July 1, 2013, the following language will no longer be recognized. If these laws are amended so that the following language is no longer prohibited, both the PWESPA and the Board agree to commence negotiations within a timely manner for the purpose of engaging in collective bargaining over the impacted language.

Article 5

~~Dues and Fees Deductions~~

A. Membership in Bargaining Unit

No bargaining unit member is required to become or remain a member of the Association as a condition of employment.

~~B. Payroll Deduction~~

~~The payroll deduction of dues is required under the terms of this Agreement. The Board therefore agrees to payroll deduct dues in ten (10) equal deductions, September through June, pursuant to the authority set forth in MCLA 408.477.~~

~~Each employee and the Association hereby authorize the Board to rely upon and honor certifications of the Association Treasurer regarding the amounts to be deducted each month.~~

~~C. Objections to Political Ideological Expenditures~~

~~Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to Political Ideological Expenditures — Administrative Procedures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-Association bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.~~

~~D. Indemnification~~

~~The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability which may arise out of or by reason of action taken or not taken by the Board in reliance upon information furnished to the Board by the Association in the course of enforcing this section. Further, the Association agrees to indemnify and save the Board of Education of Pewamo Westphalia Community School District, the individual members of its Board of Education, and individual administrators, harmless against any and all claims, demands, costs, suits, claims for attorney fees or other forms of liability as well as all Court and/or administrative agency costs that may arise out of or by reason of, action by the Board or its agents for purposes of complying with this article of this Agreement. The Association also agrees that neither it nor its affiliates will in any proceeding assert that the defense or indemnity of this Article is either unenforceable or void.~~

~~E. Other Deductions~~

~~Upon appropriate written authorization from an employee, the Board shall deduct moneys from the wages of any such employee and make appropriate remittance for MEA Financial Services programs and annuities, Cafeteria Plan, or any other plans or programs jointly approved by the Association and the Board.~~

~~F. Dues~~

~~The Association shall be responsible for the remission of members' dues/fees to the state and national associations.~~