

Master Agreement

Between

Whittemore-Prescott Area Schools

And

Whittemore-Prescott Support Personnel

Michigan Educational

Support Personnel Association

2018-2022

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MASTER AGREEMENT

This Agreement entered into this 8th day of March 2019, by and between the Board of Education and the Whittemore-Prescott Area Schools, hereinafter called the "Board" and the Whittemore-Prescott Educational Support Personnel (WPESP), an affiliate of the Michigan Educational Support Personnel Association (MESPA), hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act (PERA), to bargain with the Association as the representative of the WPESP with respect to hours, wages, terms and conditions of employment.

ARTICLE I—RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined by PERA, for all WPESP but excluding all supervisory and executive personnel (Transportation Supervisor, Payroll Clerk and Executive Secretary). All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Employees", and references to male personnel shall include female personnel.
- B. The Board agrees not to negotiate with any support staff personnel organization other than the Association for the duration of the Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, providing the Association has been given opportunity to be present at such adjustments if requested by the employee.

Negotiations may be reopened by agreement of both the Board and the Association.

NEW CONTRACT

- C. At least ninety (90) days prior to the expiration of this Agreement, negotiations will begin with the Board of Education for a new contract, covering wages, hours and conditions of employment of all support staff personnel.
- D. It is recognized that no final agreement between the Board of Education and the Support Staff Negotiating team may be executed without the ratification by a majority of the membership of the Association voting on the ratification. The representatives from each side shall have the authority to make proposals and concessions during the negotiation.

ARTICLE II—RIGHTS OF THE ASSOCIATION

- A. The Board specifically recognizes the right of the Association to appropriately invoke the assistance of the State Labor Mediation Board, or a mediator from such public agency.
- B. The Association and its members shall continue to have the right to use school building facilities at all reasonable hours for meetings, subject to scheduling by the Principal or Superintendent of Schools. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises, and bulletin boards, school mail and other established media of communication shall be made available to the Association and its members, provided it does not interfere with the orderly conduct of school business.
- C. Upon written request by the Association, the following information will be made available:
 - 1. The Annual Financial Report for the year ending as of June 30th after completion of the audit.
 - 2. Copy of the budget that is officially adopted by the Board.
 - 3. List of all personnel within the bargaining unit including their regular hourly rate and years of seniority in the system.
 - 4. Information that is germane to the processing and handling of grievances.
- D. Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no lawful 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 unless it materially interferes with job performance or duties.
- E. The provisions of this Agreement, and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex or marital status, or membership in or association with the activities of an employee organization.

Approved minutes of the Board meetings are available in the Administration Offices and may be reviewed by the Association.

ARTICLE III—RIGHTS OF THE BOARD OF EDUCATION

- A. The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties and

responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. According to Board Policy of the Whittemore-Prescott Area Schools, outside employment by an employee of the Whittemore-Prescott Area Schools must not interfere with schedules, work expectations, or the ability to carry out expected assignments.

ARTICLE IV--COMPENSATION

- A. See Salary Schedule "A".
- B. The following shall apply to all overtime work:
 - 1. Time and one-half (1 1/2) will be paid for all hours worked over forty (40) hours in one calendar week and all hours worked on Saturday.
 - 2. Double time will be paid for hours worked on Sundays and holidays. In the case of holidays, this will be in addition to holiday pay if the employee is entitled to holiday pay that day.
 - 3. There shall be no offsetting compensatory time of overtime.
 - 4. Compensatory time off may be given if mutually agreeable to the Superintendent, the employee and the president of the Association.
 - 5. No overtime will be worked without the prior written approval of the Superintendent or designee.
- C. Pay day shall be every two weeks for the previous weeks of work.
- D. Paid release time to attend to necessary business of the Association shall be made available to the Association President or designee. No work shall be left undone because of this release time.
- E. LONGEVITY PAY: To be paid in one (1) sum. Within thirty (30) days after the employee has qualified for longevity.

10-14 years	\$500
15-19 years	\$600

20-24 years	\$700
25 years up	\$800

- F. Parties agree to reconvene for wages only if minimum wage increased above current wage scale for the impact of minimum wage.
- G. Upon written authorization from the employee, the Board shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union, savings bonds, and charitable donations or any plan or program jointly approved by the Association and the Board.

ARTICLE V—WORK YEAR, WORK WEEK, WORK DAY

- A. The normal work year for school term employees shall be according to the adopted school calendar. When the student body is dismissed early for purpose of staff development all term employees will have the opportunity to work their regularly scheduled hours. Management will assign the work for such hours.

Food service personnel will work each day lunch and/or breakfast is served plus 24 cleaning hours at the Food Service Manager’s discretion for each building (Eight hours before school starts, 8 hours at the end of the year, and no less than two-hour increments for the remaining eight hours during the school year). The cleaning hours cannot be used as overtime. Cafeteria supervisors' work year will be paid for the number of days lunch is served. Secretaries’ work year will include ten (10) days before and ten (10) days after the academic school year. They may also work extra days during the summer at the building principal’s discretion. All secretaries will work teacher in-service during the regular academic school year. If a secretary is absent on an in-service day, it will be at the discretion of administration to call in a substitute.

- B. The normal workweek for all employees is Monday through Friday, starting at 5:00 a.m. Monday and ending at 5:00 a.m. Saturday at the end of the third shift.
- C. Shifts - First shift is a shift starting as early as 5:00 a.m. and ending as late as 4:00 p.m. Second shift is a shift starting as early as 10:00 a.m. and ending as late as 11:00 p.m. Third shift is a shift starting as early as 9:00 p.m. and ending as late as 6:00 a.m. Second and third shifts will receive \$.20 per hour shift premium. In the event first shift would start prior to the agreed upon time, shift premium for the hours worked prior to the normal starting time must be negotiated at that time. If Second shift custodian is moved involuntarily to First shift, shift premium will remain the same for the remainder of the current semester.
- D. All unit employees, with the exception of bus drivers and bus aides, whose job requires five or more consecutive hours in one day will be entitled to a one-half (1/2) hour paid lunch period approximately midway between the beginning and end of their shift. New employees hired after February 11, 2003 will not receive paid lunch hours. Their supervisor shall schedule lunch periods for food service personnel.

A fifteen (15) minute rest period will be afforded all employees (with the exception of bus drivers and bus aides). Rest periods for employees working less than eight (8) hours per day will be scheduled by the building administrator, but not at the beginning or end of a shift. Rest periods for employees working eight (8) or more hours per day will be scheduled approximately midway between the start of their shift and their lunch period, and their lunch period and the end of their shift. Their supervisor shall schedule rest periods for food service personnel.

- E. Overtime shall be divided among employees within each classification.
1. Overtime shall first be offered to the employee who is qualified to do the activity having the greatest classification seniority and then to the next senior employee qualified to perform the work. If the employees within the affected classification refuse the overtime, then a sub will be called.
 2. Overtime will be covered by the use of an "overtime chart" and will be offered to each employee in rotation based on seniority as provided in paragraph 1 above. Overtime that is refused by an employee will be charged on the overtime chart for the purpose of balancing the overtime. Employees may not give their overtime hours to anyone else. The building/program administrator will keep the overtime chart. When maintenance overtime is needed in a specific building, a building assignment will be given to the Building Head first, then district wide Building Head. Custodian overtime will be offered according to seniority within that building.
- F. The Board shall provide substitutes as required by the absence of regular employees; however, substitutes shall not be placed to perform the work of an absent employee until the employees regularly assigned to the classification have been offered the work. A substitute shall only perform the work in a position that remains after regular employees have been shifted to perform the work of an absent employee.

Substitutes shall be used to perform bargaining unit work only during instances of absence by regular employees or when an unfilled temporary vacancy exists.

When a food service substitute is needed during a normal school day, the job will be offered first to those who normally work in that kitchen, e.g., if the head cook in the High School is absent, her replacement will come from the High School kitchen in order of the high School kitchen's seniority.

If no one from the kitchen wishes to move up to the head cook job, then district-wide seniority will prevail, with the exception that if a cook from another kitchen would not benefit in pay, then they may not move from their own kitchen.

- G. When school is officially called off for students due to inclement weather, all bus drivers, secretaries and paraprofessionals are not required to report for work and shall be:

- a. Paid their normal daily rate for days/hours that the District is not required to make up by the State Superintendent such day(s) to receive State Aid payments.
- b. Paid their normal daily rate for days/hours that the District is required to make up or are waived by the State Superintendent such day(s) to receive State Aid payments. Inclement weather days will be paid as they occur during the school year.

Food service personnel shall report for work on such days if food needs to be put away or cooked due to the risk of spoilage, leaving when the work is completed. Twelve-month employees will report at their normal starting time, weather permitting as determined by the Superintendent or his designee. Building Head/Maintenance personnel will report on such days for the removal of snow (sidewalks adjacent to and between buildings), checking boilers, etc. Twelve-month employees will be allowed two paid inclement weather days per year that may be used concurrently with school closing days. In addition, if these days are not used, they would not be carried forward or rolled over to sick days. Building Head/Maintenance personnel will receive two additional vacation days only if school has been closed due to inclement weather for a minimum of two days during the school year.

- H. The Board may in its discretion reschedule any such days to be made up during the balance of the school year or at the end of the originally scheduled school year. Make-up days will not be paid days to the extent the employee was not required to report for work but was paid for the snow days. For bus drivers, food service personnel, secretaries and paraprofessionals, make-up days will be in addition to the employee's scheduled work year.
- I. Employees who are not scheduled to work on a snow day will not be paid for such snow days.
- J. Summer employment shall first be offered to bargaining unit employees within the classification. The Employer shall make every reasonable effort to notify the Association of summer positions prior to the close of the academic school year. Each position shall be posted and offered to employees in order of seniority within the classification. If summer work becomes available following the close of the academic school year, the Employer shall notify each bargaining unit member via District email within ten (10) workdays when it became known that additional summer personnel are needed.

ARTICLE VI—WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being.
- B. The Board shall reimburse the employee for loss, damage or destruction of personal property, which the employee was required to use on school premises with the knowledge

and approval of the Superintendent when the loss, damage or destruction is not the result of the member of the Association's negligence. The Board's total liability shall be no greater than five hundred (\$500.00) dollars for each tool with a maximum of one thousand two hundred (\$1,200.00) dollars per occurrence.

- C. The Board shall provide adequate rest areas, lounges and restrooms for employee use.
- D. The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Board or its designated representative shall take reasonable steps to relieve the employee of responsibilities in respect to students who are disruptive or repeatedly violate rules and regulations.
- E. Employees may use such physical force with a student as is necessary to protect them, a fellow employee, a teacher, an administrator or another student from attack, physical abuse or injury, or to prevent damage to district property as may be consistent with the "Corporal Punishment" law, MCL 380.1312, set forth in the revised school code.
- F. No employee shall be required to dispense or administer medication except in emergency or where the employee has been trained to dispense or administer medication as part of his/her job duties as defined in the district's adopted policy of April 13, 1998.
- G. Appearance affects how students and parents perceive us. All employees will dress as professionals in clothing that is appropriate to the school setting. Casual clothing may be allowed in certain circumstances such as field trips, messy projects, and field days. Blue jeans will be allowed on Fridays, paired with tops containing school colors, higher educations and others supporting educations. Cooks and bus drivers will wear appropriate clothes (drivers: field trips, games) (cooks: serving banquets, school wide picnics) with school logo and dark pants. Cooks and bus drivers will be allowed to wear hats; however, no hats will be allowed in school buildings with the exception of kitchen staff. In addition, kitchen staff will not be allowed to wear pants shorter than above the knee.
- H. The Board and Whittemore-Prescott Support Staff Personnel agree to the following conditions, which shall govern drug and alcohol testing for all bargaining unit members. The Whittemore-Prescott Area Schools recognizes the contributions of individual employees and their right to make choices for which they accept responsibility. Therefore, the parties agree that there should be opportunities for employees to seek counseling and/or rehabilitation. It is also understood that Michigan Department of Transportation (MDOT) requirements will supersede any portion of this provision. Thus, Bus Drivers may be subject to additional and/or other requirements. Employees who believe they have a substance abuse problem are encouraged to self-identify or voluntarily refer themselves to the Employer or seek other treatment options. To this end, employees who voluntarily request assistance or self-identify, before discipline is pending or imposed pursuant to this agreement will not be subject to discipline because of the self-identification.

1. Types and Times of Testing.

Employees and subs are subject to two (2) types of drug testing, random and reasonable suspicion. Mandatory drug testing will be required for all new employees. All testing will occur at the Administrative Board office utilizing a third-party tester and will be fully paid for by the District.

No random or reasonable suspicion tests will be administered during the summer for term employees unless working as summer subs. If for any reason an employee is called in over summer break, they will receive two (2) hours pay plus mileage if the test occurs outside of normal work hours.

2. Administrative Responsibilities:

Administrative staff will be required to receive reasonable suspicion training. Two administrators must confirm reasonable suspicion. During a one-year period (July 1 – June 30) if an employee has been subjected to two (2) reasonable suspicion tests and has tested negative, the employee cannot be asked to be tested unless their name is drawn from a random pool for the remainder of the year. The administrator will be responsible for making personal contact with the employee for notification of testing.

3. Employee responsibilities:

If a test result is positive, then the employee must seek help and mandatory testing before re-entry to their position. A last chance agreement will be developed with the employee upon re-entry to the position after the first positive test and disciplinary action. Mandatory periodic retesting for up to one year will be required. In addition, they must provide documentation of rehabilitation. Contact information will be made available to the employee for necessary rehabilitation.

A second positive test will result in an automatic termination of the employee.

- I. All monitoring or observation of the work of each bargaining unit member shall be conducted in person and with the full knowledge of the bargaining unit member and this serves as notification of that monitoring or observation. Bargaining unit member evaluation shall be by observation of bargaining unit member work. If a formal observation is necessary, it will be conducted in a timely manner and shall be arranged by the supervising administrator and employee. Observations shall be ongoing during the course of the year and accurately samples the bargaining unit member's work. Each bargaining unit member, upon his/her employment or at the beginning of the work year, whichever is later, shall be apprised of the specific criteria upon which he/she will be evaluated. The criteria shall be limited to the actual performance of the job duties as agreed to by the Employer and the Union, and are a part of the job performed. Evaluations will occur every year. Absent a written evaluation, job performance will be considered as satisfactory. Work outside of the bargaining unit member's normally assigned duties shall not be evaluated. Evaluations shall be by personal observation conducted by the bargaining unit member's immediate supervisor.

All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the bargaining unit member disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement. In subsequent observation reports, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.

Following each evaluation, which shall include a conference with the evaluator; the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments, within ten (10) days after receipt of written evaluation, to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file. At the request of the employee, a copy will be sent to the union President. Annual evaluation will be completed by March 1 of each year.

At the completion of the probationary period, an evaluation of the bargaining unit member's work shall be completed, following the procedures of this provision. In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons therefore in writing, with a copy to the Union. Each bargaining unit member's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this bargaining unit member is ____ satisfactory, ____ unsatisfactory (check one)." (See attachment B)

ARTICLE VII--SENIORITY

- A. Seniority shall be defined as the length of service contiguously employed within the district as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. In the event more than one individual has the same starting date of work, position on the seniority list shall be determined by a time date stamp placed on employee's letter of notification at the time of hire. Both the hiring administrator and the new employee will initial the document at the time of hire. A copy will be provided to the Association President at the time of hire.

- B. New employees shall be considered probationary employees until they have completed a probationary period of forty-five (45) workdays. Each probationary employee will be provided weekly written evaluations by the administrator or his designee and assistance in monitoring by Association president or designee and building representative. Upon satisfactory completion of the probationary period, seniority will be retroactive to the first day of employment.

- C. 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.
- D. All employees shall be placed in one of the following classifications based on their current assignments. District seniority counts for bidding in any current classification held. Qualifications are used for bidding outside of classification.

Classification A

Building Heads
General Custodian - 2nd year
General Custodian - 1st year
New General Custodian – 45-day probation
Maintenance Helper

Classification B

Food Service Managers
Food Service Personnel

Classification C

Cafeteria Monitor

Classification D

Paraprofessionals

Classification E

Office and Library Clerks

Classification F

Mechanic Helper

Classification G

Bus Driver

Classification H

Secretaries
Bookkeeping, Internal Accounting, Etc.

Classification I

Computer Specialist

Classification J

Media/Library Specialist

- E. 'The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) days after the effective date of the Agreement with revisions and updates.
- F. State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.
- G. Any employee who has been incapacitated at his regular work by injury or compensable occupational disease while employed by the Board may be employed at other work on a job that is operating by the Board.
- H. Seniority shall be lost by an employee:
 - 1. Upon termination, resignation or retirement.
 - 2. Discharged permanently for proper cause after receiving due process;
 - 3. Absent for three (3) consecutive days without notifying the Building Principal, unless satisfactory reason is provided;
 - 4. Seniority will be frozen for a period of one year if an employee transfers to a position not covered by this agreement. Following this period, employees reentering a position covered by this agreement will be placed at the seniority date of reentry.

ARTICLE VIII—REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a shortage of funds or lack of work.
- B. No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of layoff except in the case of a severe financial cutback in which case a two-week notice will be given.
- C. In the event of a necessary reduction in work force classification(s), the Board shall first lay off probationary employees, then employees with the least seniority. In no case shall a new employee be employed by the Board while there are laid off employees who are qualified for a vacant or newly created position.

- D. Employees whose positions have been eliminated due to reduction in work force or who have been displaced by a layoff shall have the right to assume a position for which they are qualified, which is held by an employee with less seniority. Employees are considered qualified for all classifications for purposes of bumping due to layoff only if they meet the district's customary qualificational standards or job duties and requirements contained in position description and any state or federal law, regulations or requirements.
- a. Secretaries: Satisfactory completion of the "secretarial test" historically administered by the District.
 - b. Paraprofessional: High School diploma and satisfactory completion (e.g., passing score) of the MTTC test, sixty (60) college credit hours, or an associate's degree and any requirements imposed by state or federal law.
 - c. Driver: Possession of CDL, class B with a "P" endorsement and satisfactory completion of bus driver training to include "S" endorsement (or other test approved by the State of Michigan).
 - d. Custodian/Maintenance: Standards historically used by the District.
 - e. Custodian: Standards historically used by the District.
 - f. Food Service: Standards historically used by the District.
 - g. Head Cook: Serv Safe Food service certification per Michigan Department of Health standards and standards historically used by the District.
 - h. Library Specialist: High school diploma and satisfactory completion of the MTTC test, sixty (60) college credit hours, or an associate's degree and standards historically used by the District.
 - i. Clerk: Standards historically used by the District.
 - j. Computer Specialist: High school diploma, college computer credits, pass a basic computer test, satisfactory completion (e.g., passing score) of the MTTC test, sixty (60) college credit hours or an associate's degree and any standards historically used by the District.

Qualifications for (D-J above) and basic job descriptions for all classifications shall be mutually developed and incorporated into this agreement.

Employees who have previously been in a different classification shall continue to be deemed qualified in the classification by the administration after consultation with the association provided that they meet all qualificational requirements imposed by state or federal law.

Employees notified of layoff or displacement, in writing, shall have five (5) business days to respond, in writing, of their intent to bump or take the layoff. If the employee does not respond to the written notice of layoff, they shall be determined to have elected to accept layoff. Within five (5) business days of the layoff notice, the superintendent and association president will meet with the employee(s) to effect and administer the bumping process.

- E. In the event of a reduction in the work hours in a department, an employee may claim seniority over another employee for the purpose of maintaining their normal work schedule, provided they have greater departmental seniority than the employee they seek to replace and are qualified to perform the duties of that position. In no case shall a reduction of any employee's work hours take effect until the Board gives ten (10) workdays written notice to the affected employee(s).
- F. Employees shall be recalled in inverse order to their district seniority. Up to a forty-five (45) day trial period, will be in effect if the employee is called back to a different classification. Should a displaced employee bump into a classification different from the classification currently held the forty-five (45) day trial period will be in effect. Should the employee be evaluated out of the position, they will then be placed on layoff.
- G. Notice of recall shall be sent by certified mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Board notified as to their current mailing address. A recalled employee shall be given at least three (3) working days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, provided the employee notifies the District of his/her intent to return within the three (3) day period.

Employees recalled to work for which they are qualified are obligated to take said work if the hours offered are at least seventy-five (75%) percent of the hours worked before lay-off. If the hours offered are less than seventy-five (75%) percent of the hours worked before lay-off the employee may decline the position with no penalty. An employee who declines recall to perform work for which they are qualified shall forfeit their seniority rights.

- H. Employees on layoff shall retain their seniority for the purpose of recall for a period of three (3) years, and shall continue to accrue seniority. Any employee on layoff for more than three (3) years shall lose their seniority and any further rights under this Agreement.

ARTICLE IX—VACANCIES, TRANSFERS AND PROMOTIONS

- A. A vacancy shall be defined as a bargaining unit position either newly created, or a present position that is not filled. The Board shall determine if a vacancy is to be filled.

B. All vacancies shall be posted internally (for association members currently working in the District) in a conspicuous place in each building of the District for a period of five (5) working days. 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. Job Description

Interested and qualified employees may apply in writing to the superintendent, or designee, during the posting period. The Board shall notify employees of vacancies occurring during the summer months (June, July, August) by sending notice of same to each employee by District email.

C. Vacancies shall be filled by the applicant with the most seniority currently within the classification posted. An employee previously displaced from the affected classification, either by layoff or the reduction in work force, shall be considered eligible for a position in that classification for a period of three (3) years. This Article assumes the person applying for the position in question has the qualifications to apply.

As the District becomes aware of testing opportunities, notification will be made available. Qualification for any job must be met prior to the end of the posting date. Internal test requirements for positions will be made available upon request (i.e. secretarial test). If an employee is interested in the Serv Safe Certification offered to our Food Service Staff, they must put in writing a request to the Food Service Director with a copy to the Union President and Superintendent of their interest in training no sooner than August 1 and no later than September 30. That request will be good for the period of 1 year. In return, the Food Service Director will respond in writing, with copies to the Union President and Superintendent, within five (5) business days, their receipt of the request along with a date for the training. If there is no training scheduled, the Food Service Director will respond to the identified parties with a scheduled date as soon as it becomes available within that 1-year period.

D. Should no qualified employee from the affected classification apply, the Board shall award the vacancy to the bargaining unit member with the most seniority who meets the district's qualifications

E. When an employee is awarded a job under the provisions of "C" above, he/she shall be given a reasonable period of time as determined by the Board, but no more than forty-five (45) scheduled work days to demonstrate his/her ability to perform the job. The Board shall give the employee reasonable assistance to enable them to perform normal and customary job functions, but this period shall not be considered a training period.

All evaluations shall be made available to the Association President and/or designee. If the employee is unable to fulfill the job requirements, or within fifteen (15) work days, at

the option of the affected employee, the employee shall be returned to his former job. Any postings awarded to backfill positions will have a temporary forty-five (45)-day waiting period to coincide with the forty-five (45)-day trial period. If an employee returns to their former job for any reason, everyone affected by the change will revert back to their original positions. The Association President shall be notified of the reasons for reassignment. Any action taken under section D or E shall not be grievable.

If action is taken under this section either by the Board or by the employee, the employee will not be allowed to bid on another position within the classification in which action was taken for one (1) calendar year from the date the employee returns to their previous status.

- F. Within ten (10) workdays after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
- G. After the trial period, employees shall not be placed on a lower step on the salary schedule or wage scale except for voluntary transfers.
- H. The parties agree that involuntary transfers of employees are to be minimized and avoided whenever possible. In all cases, involuntary transfers will be affected only for reasonable and just cause.
- I. Any employee asked by a supervisor to temporarily assume the duties of another employee will be paid the rate for those duties. An employee's pay rate shall not be reduced by any temporary change in duties.
- J. If a vacancy occurs within the parapro classification, management has the right to temporarily assign any parapro to that position pending a posting. Postings for these types of vacancies will occur twice during the school year, at the end of each semester. All 1 to 1 parapro position will be based on student needs and will not be split between two people if the position is a full day position.
- K. Para pros hired after July 1, 2007 can be sent home without pay if their assigned student is absent from school. However, if there is a sub working, then the sub shall be sent home instead and replaced with the parapro employee.

ARTICLE X—PAID LEAVE

- A. General Conditions:
 - 1. The Board shall furnish each employee a written statement at the beginning of each school year setting forth the total sick leave credit. Such statement may be printed on the employee's pay stub.
 - 2. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall, upon application, be granted a

leave of absence without pay for the duration of such illness or disability, up to one (1) year, and the leave may, in the sole discretion of the Board, be renewed each year upon written request of the employee.

3. Absence due to injury or industrial illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave for the day of the occurrence. If an employee is absent due to an injury or illness, which is compensable under the worker's compensation laws, the Board shall prorate the use of accumulated sick days for the purpose of offsetting the reduced payments received under Worker's Compensation, at the option of the employee.
4. In case of death, any unused sick leave shall be paid at the rate of one hundred (100%) percent of one (1) day's pay for one (1) day of sick leave accumulated to a maximum of one thousand eight hundred (\$1,800) dollars in a lump sum to the survivor named by the employee.

B. Illness and Disability

1. Sick leave shall be eleven (11) days per school year and fourteen (14) days for twelve-month employees. Three (3) of these days shall be allowed for personal business. These days shall accumulate to one hundred (100) days. Each employee shall receive Eighteen Dollars (\$18.00) per each sick day granted at the beginning of the year, which make his/her total exceed one hundred (100) days. Computation of pay shall be at the end of the school year. Example: If employee has one hundred four (104) days accumulated at the end of the year, he/she will be entitled to four (4) days of reimbursement seventy-two (\$72.00) dollars.

Employee's contract shall be based on twenty-one (21) pays and shall include all hours worked in the school year that are a required part of the employee's day. In no event shall this provision be interpreted to require that employees receive payment for hours not worked.

Example: Paraprofessionals that monitor the lunchroom for breakfast and/or lunch periods as a part of their regular assignment (not by their choice) will have those hours included in their contract. Hours not included in contracts will be those when the employee has made the choice to work the extra hours and can give up those hours without giving up their regular assignment, such as a bus driver that chooses to have a shuttle, an extra trip, etc., that is not part of their daily morning and afternoon runs.

Each employee shall be credited with eleven (11) sick leave days at the start of each school year. Three (3) days may be used for personal business. All twelve (12) month employees shall be credited with fourteen (14) days at the start of each school year.

An employee for the following reasons and subject to the following conditions may take the sick leave days:

- a. Personal Illness or Disability. The employee may use all or any portion of their leave to recover from their own illness or disability. Employees claiming sick leave, which is considered excessive or abusive, may be requested to take a physical examination, at Board expense (including transportation) by a physician of the Board's choice. In addition, the employee may be required to furnish documentation for more than 3 consecutive days absent. For purposes of this section "excessive" is defined as use of more than sick and personal total days given per year. Abusive is defined as patterned use of sick days around weekends and or holidays. Excessive or abusive patterns may lead to disciplinary actions.
 - b. Medical or Nursing Care. The employee may take three (3) days to make arrangements for medical or nursing care for a member of their immediate family.
 - c. Illness in the Immediate Family. The employee may take a maximum of five (5) days per illness. Exceptions to be approved by the Superintendent. "Immediate Family" shall be defined as in number two (2) below.
2. Death in the Immediate Family. The employee may take a maximum of five (5) accumulated sick, personal or vacation days per death. Immediate family shall be interpreted as husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law and grandparents. The employee may take a maximum of three (3) accumulated sick, personal or vacation days per death for other family members. Other family members shall be interpreted as current brother-in-law/sister-in-law, current first cousin, and current son-in-law/daughter-in-law. These five (5) or three (3) days are exempt from "excessive" absence.

C. Personal Business Days:

It is agreed that personal business days are to be used for business, which cannot normally be conducted outside of the school day. Personal business days are not to be used to extend time when school is not in session according to the school calendar or for purposes of recreation. No personal business days may be used the day before or day after a day when school is not in session unless authorized by the Superintendent or designee.

D. Jury Duty:

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 their full compensation less appearance fees for such time.

E. Personal or sick days taken according to this contract article can only be taken if the employee has days accumulated and/or available as listed in Article X, Section B, 1.

ARTICLE XI—UNPAID LEAVES

A. General Conditions

1. Special Leaves--the Board may grant on request a special leave of absence when appropriate circumstances warrant.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of such leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. General Regulations Affecting Leaves of Absence
 - a. Leave of Absence--Extension
A leave of absence may be extended at the discretion of the Board.
 - b. Application for Return
Application for return from leave of absence shall be filed with the Superintendent of Schools not later than the end of the first semester proceeding the August of the September in which he wishes to return.
 - c. Condition for Return
 1. Qualifications--Competent proof must be given to the Board that the employee applying for return from leave of absence is competent and qualified to perform the duties of the position for which an application is made.
 2. Policy and Intent--It is the intent and it shall be the policy of the Board to return an employee on leave of absence to the same position, status and pay, unless circumstances make it impossible to return the employee to a position of like nature. In addition, an employee will be granted an increment if not at the maximum step. This provision shall be interpreted in a manner consistent with the family and medical leave act (FMLA).

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave. A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as they would have been had they worked in the district during such period.

2. FMLA Leave. Eligible employees may avail themselves of Family Medical Leave Act (FMLA) leave as permitted by law for up to twelve (12) weeks in a twelve (12) month period for the following:
 - a. Due to the birth of a child, the care of a newborn, or placement of a child for foster care of adoption;
 - b. Because the employee is needed to care for a child, spouse or parent with a serious health condition, or
 - c. Due to the employees own serious health condition, which makes the employee unable to perform his/her job.

The Board may require an employee to substitute accrued vacation, personal or family leave for otherwise unpaid leave periods permitted under the act.

ARTICLE XII--HOLIDAYS

All Twelve-Month Employees

They will work the regular five (5) day week (forty (40) hours) Monday through Friday while school is in session, five (5) day week (forty (40) hours) Monday through Friday when school is not in session with the following exceptions:

- | | | |
|----------|---|---|
| One day | - | Labor Day |
| One day | - | Deer Season Vacation |
| Two days | - | Thanksgiving and the day after |
| Two days | - | Christmas and the day before or after--
Supt. and the building head decision |
| Two days | - | New Year's and the day before or after--
Supt. and the building head decision |
| One day | - | Good Friday |
| One day | - | Monday after Easter--because of calendar differences, when the day after Easter is established as a school day, custodians will have the option of using this vacation day at their discretion in conjunction with consultation of the Principal or Program Administrator |
| One day | - | Memorial Day |
| Two days | - | Independence Day and the day before or after--
Supt. and the building head decision |

If a holiday falls on a Saturday, then the preceding Friday shall be the holiday; if the holiday falls on Sunday, then the Monday following shall be the holiday. If deer vacation falls on a Saturday or Sunday, there shall be no vacation allowed.

Each head custodian will inspect his heating plant and building every day that the boiler is in operation. If there is sickness or accident a sub will be called in--unless there is an emergency situation. No full-time custodian will work double shifts for more than a period of one day.

ARTICLE XIII--VACATIONS

Twelve-month employees will receive paid vacation as follows:

- One (1) week paid vacation after one (1) year of service
- Two (2) weeks paid vacation after two (2) years of service
- Three (3) weeks paid vacation after five (5) years of service
- Four (4) weeks paid vacation after ten (10) years of service

Vacations shall be scheduled with the building principal and superintendent with seniority having preference of time. It is understood that earned vacation days may be taken any time during the year with supervisor or superintendent's approval.

Excluding twelve-month employees, if an employee wishes extra time off without pay, and not to exceed ten (10) working days, such leave may be arranged at the discretion of the building principal and superintendent and the employee's immediate supervisor. If an employee is denied these days by their immediate supervisor, they shall have the right to appeal to the superintendent. Additionally, deduct days do not count as excessive absences if pre-approved.

ARTICLE XIV—GRIEVANCE PROCEDURES

- A. Should disputes arise between the Board and the Association, or its members employed by the Board, as to the interpretation and application of the provisions of this Agreement or the established policy of the Board, there shall be no stoppage of work by the employee covered hereby on account of such differences, but an earnest effort shall be made to resolve grievances in the following grievance procedure:

STEP 1: Within five (5) working days (see exceptions, Section D) of the occurrence of the act or condition giving rise to the dispute, the aggrieved employee and the committee person shall meet with the Supervisor to discuss and attempt to resolve the matter. The employee must identify the discussion as involving a grievance matter. The supervisor must give an answer within five (5) working days after such meeting.

STEP 2: If the grievance is not settled in Step 1, the employee or employee's committee person shall within five (5) working days from the receipt of Step 1 answer, meet with the Supervisor to file a grievance in writing on forms furnished by the Association, and present two (2) copies to the Supervisor who shall have five (5) working days in which to reply in writing. In such meeting, specific reasons why the grievance is not resolved will be given. When the grievance is reduced to writing, the grievance will be limited to the scope of the written grievance and the Board's written answer.

STEP 3: If the grievance is not resolved in Step 2, the Grievance Committee shall, within five (5) working days from receipt of the Supervisor's answer then submit a copy of the grievance to the Board's designated representative or Superintendent. A meeting will then be held as soon as possible, but not later than five (5) working days after submission of the grievance at Step 3, between the Board representatives and the Grievance Committee with the employee for the discussion of the grievance. The decision of the Board's designated representative or Superintendent shall be made in writing within five (5) working days after the meeting.

STEP 4: If the grievance is not resolved in Step 3, the Grievance Committee shall within five (5) working days from receipt of the Board Representative's answer then notify the Board in writing of their desire for a meeting with the Board. Such meeting, which will include the employee, committee person and the Staff Representative, shall be held within five (5) working days from the receipt of such notice and the Board must give its written answer within ten (10) working days after the meeting.

STEP 5: If the grievance is not settled in Step 4, the Association may, at its option, within five (5) working days from the receipt of the Board's answer, request the mediation services of the Michigan Employment Relations Commission (MERC) in resolving the dispute.

STEP 6: If the grievance is not settled in Step 4 or Step 5 as the case may be, the Association may, within fifteen (15) working days from receipt of the report from the Mediator or from receipt of the Board's answer notify the Board that the grievance is appealed to arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected in accordance with the rules of the American Arbitration Association or the parties may request that the Michigan Employment Relations Commission provide a list of arbitrators.

Neither party shall be permitted to insert in such arbitration proceeding any issues which have not been set forth in the original grievance except upon mutual agreement. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator shall be without power or authority to make any decision, which requires the commission of any act prohibited by Law or which is violative of the terms of this Agreement. An arbitration hearing will be held which both parties will be required to attend. Each party may present the testimony of witnesses and any pertinent written evidence.

If either party shall claim before the arbitrator that a particular grievance is not arbitrable, the arbitrator shall decide that issue. If he decides it is arbitrable, he shall proceed to hear the case on its merits at that same hearing. If he decides it is not arbitrable, he shall refer the case back to the parties without a decision on the merits. The same arbitrator shall hear all arbitrable grievances, if possible, simultaneously or consecutively.

The cost of the arbitrator shall be borne equally by the School Board and the Association.

- B. The parties may mutually agree to by-pass any step or to use alternative methods in settling grievances.
- C. Failure to Proceed--After the grievance has been reduced to writing the failure of a grievant to proceed to the next step of the grievance procedure within the time limits as set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board, or its representative, to respond to any step within the time limits specified shall advance the grievance to the next step.
- D. Time limits--The Board and the Association agree to process grievances promptly in accordance with the grievance procedure. All time limits may be extended by mutual agreement.
 - 1. Grievances with respect to errors in pay may be filed within thirty (30) working days from the issuance of alleged erroneous check.
 - 2. In case of layoff, a grievance claiming that an employee or employees were laid off out of line of seniority, must be filed in writing within five (5) working days from the date the Board first submitted a list to the Chairman of the Grievance Committee, of the employee or employees so laid off.
 - 3. Employees upon recall who have returned to work and find they have been deprived of their rights as outlined in this Agreement, shall have five (5) working days in which to file a grievance. However, retroactive relief is limited to thirty (30) days prior to the date the grievance is filed.
- E. Association Representatives Authority--The Board acknowledges the right of the Association to select representatives for the purpose of collective bargaining and to present complaints or grievances to the management. The Association shall advise the Board of the names of the representatives (or their alternates) in the settlement of differences arising between the Board and the Association or its members employed by the Board. Any and all grievances resolved at any step of this grievance procedure shall be final and binding on the Board, the Association, and all members of the bargaining unit.
- F. Grievance Meetings--The Grievance Committee shall meet with Management at such time as may be mutually acceptable and as will not conflict with operations.

Due to the nature of bus driving for school children and the problems caused by interruption of scheduled routes, Grievance Committee members must necessarily process grievances and attend grievance meetings during other than normal working hours.

Employees called to meetings--Any employee or group of employees who are called into any meeting regarding any matter, which comes under the jurisdiction of the Association, may request the presence of a member of the Grievance Committee and such request shall not be denied.

ARTICLE XV—INSURANCE PROTECTION

- A. At the time of employment, employees working thirty (30) hours or more per week shall be offered the following medical and non-medical insurance coverage (PAK A, C, or D) at a single subscriber coverage rate.
- B. If an employee working thirty (30) hours or more per week declines PAK A, C, or D medical insurance coverage at a single subscriber coverage rate, that employee will receive two hundred (\$200) dollars per month towards the cost of PAK B non-medical insurance coverage. Once the PAK B non-medical insurance premium has been covered, the remainder of the two hundred (\$200) dollars will be used to purchase a tax deferred annuity or as a cash payment option. Cash payments shall be made by January 31 and June 30 of each year. The employee will pay twenty (20%) percent of the two hundred (\$200) dollars per month through payroll deductions as outline in letter L below.
- C. At the time of employment, employees working twenty (20) hours and less than thirty (30) hours shall be offered the following non-medical insurance coverage (PAK B) at a single subscriber coverage rate.
- D. At the time of employment, employees working less than twenty (20) hours are not eligible for insurance benefits.
- E. Employees hired prior to July 1, 1998, will continue to receive that two-party or full family medical and non-medical insurance coverage until they elect another coverage plan. It is understood that these bargaining unit members are able to move between coverage plans as determined by family status.
- F. Insurance will be provided with employee premium co-pays in accordance with the law for a twelve (12) month period from September 1 until August 31.
- G. It is understood that the Board or Association may open this Agreement for the express purpose of reviewing Medical and Non-Medical Benefits insurance bids. The bid from the carrier must be equal to or exceed the specifications as contained in this Article. A change in benefits will only take place if both parties are in agreement.
- H. The District shall pay eighty (80%) of the total cost of the medical premiums (which includes non-medical benefits) as described below, eighty (80%) of the non-medical premiums as described below, and eighty (80%) of the annual deductible funding to the employee's "Health Equity" (HEQ) Health Savings Account (HSA) for each medical benefit plan coverage year for employees enrolling in an ABC medical plan.
- I. Employees who enroll in a MESSA ABC Plan shall have eighty (80%) percent of the IRS deductible minimums for HSA eligible health plans (currently one thousand three hundred (\$1,300) dollars for self only and two thousand six hundred (\$2,600) dollars for two person and full family) deposited into their HEQ HSA account no later than January tenth (10th)

annually by the employer. The amount of the IRS deductible paid by the District is determined through negotiations.

- J. Each employee enrolled in a MESSA PAK A, C, or D Plan that includes both medical and non-medical benefits shall pay twenty (20%) percent of the premium and twenty (20%) percent of the annual deductible funding to their HEQ HSA for their elected medical benefit plan coverage year. The employee is also responsible for one-hundred (100%) percent of the annual deductible unfunded by the District (currently fifty (\$50) dollars for self only and one-hundred (\$100) dollars for two party and full family plans).
- K. Each employee enrolled in a MESSA PAK B Plan that included non-medical benefits shall pay twenty (20%) percent of the premium.
- L. The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from the employee's first paycheck through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employee's HSA accounts administered through HEQ.
- M. Employees may contribute, through payroll deduction and electronic transfer, additional money towards their HEQ HSA up to the maximum amounts allowed by Federal Law.

N. Health Benefits:

PAK A – For employees electing health insurance.

Health – MESSA ABC Plan 1

- Medical: MESSA ABC Plan 1
- IN Deductible: Currently \$1,350 (1P)/\$2,700 (2P & FF), changes are determined by law
- 0% Co-insurance
- OV/UC/ER Copay: N/A
- RX Drug Copay: ABC Rx
- Riders Included: EA1

PAK C – For employees electing health insurance.

Health – MESSA ABC Plan 1

- Medical: MESSA ABC Plan 1
- IN Deductible: Currently \$1,350 (1P)/\$2,700 (2P & FF), changes are determined by law
- 0% Co-insurance
- OV/UC/ER Copay: N/A
- RX Drug Copay: 3 Tier Mail
- Riders Included: EA1

PAK D – For employees electing health insurance.

Health – MESSA ABC Plan 1

- Medical: MESSA ABC Plan 1
- IN Deductible: Currently \$1,350 (1P)/\$2,700 (2P & FF), changes are determined by law
- 20% Co-insurance
- OV/UC/ER Copay: N/A
- RX Drug Copay: 3 Tier Mail
- Riders Included: EA1

O. Non-medical Benefits:

PAK A, B, C, or D—Ancillary benefits.

Non-Medical—MESSA PAK B:

- Dental: 80/80/80 Class I, II, III Annual Max \$2,000; 80 Class IV, Lifetime Max \$2,000, Riders: 2-Cleanings
- Vision: VSP 3
- LTD (Long Term Disability) Benefit: 60%, Max \$2,500, Maximum monthly salary \$4,167, Waiting Period 60 CDMF
- Alcohol/Drug: Same as any other illness
- Mental/Nervous: Same as any other illness
- Family Social Security Offset
- Pre-existing Condition Waiver: Yes
- COLA: No
- Negotiated Life: \$30,000
- AD&D (Accidental Death and Dismemberment): \$30,000

- P. The Board’s annual premium for employees working thirty (30) hours or more per week electing Medical and Non-Medical Insurance shall be in compliance with one of the two insurance payment calculations identified in current legislation (PA 54 and PA 152). Employees will pay their portion of the premium co-pays divided equally over 21 pays. The Board may adjust employee’s payroll deductions as necessary in order to be compliant with PA152. The employee’s contributions shall be communicated in a timely manner with supporting documentation to the employee and/or the Association upon request.
- Q. In the event that the District moves from an 80/20 to hard cap premium co-pay, on January 1, 2020, the 2020 hard cap implementation shall be aligned with the January 1 through December 31 medical plan year. This, and each subsequent hard cap implementation, shall occur on January 1 per MCL 15.563 and specified in the Michigan Department of Treasury annual memorandum and as determined by law.
- R. In the event that the District moves from an 80/20 to hard cap premium co-pay, employees who enroll in a Medical Insurance Plan shall have the IRS deductible

minimums for HSA eligible health plans (currently one thousand three hundred fifty (\$1,350) dollars for self only and two thousand seven hundred (\$2,700) dollars for two person and full family) deposited into their HEQ HSA account no later than January tenth (10th) annually by the employer.

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with the HSA eligibility is increased beyond the current deductible, the deductible will automatically adjust to meet the federal minimum requirement.

- S. In the event that the District moves from an 80/20 to hard cap premium co-pay, the member's portion will be determined by subtracting the annual hard cap from the medical portion of PAK A, C, or D plus the IRS deductible minimum. The remaining amount will be the member's co-pay. For example, if the PAK A premium for a single subscriber is \$588.59 per month then the annual premium would be \$7,063.08. If the annual IRS deductible amount is \$1,350. Added together, the annual medical portion for MESSA PAK A is \$8,413.08. If the annual hard cap amount is \$6,685.17, then the medical premium portion for the District is \$6,685.17 and the employee's is \$1,727.91.
- T. In the event that the District moves from an 80/20 to hard cap premium co-pay, the District will pay for one hundred (100%) percent of the non-medical cost of PAK A, B, C, and D Plans. Article XV (section B) listed above will no longer be used to fund non-medical (PAK B) insurance benefits for employees working thirty (30) hours or more per week that decline medical insurance coverage under PAK A, C, or D Plans if the District moves from 80/20 to hard cap premium co-pay since the District will be paying one hundred (100%) percent of the non-medical cost of PAK B Plan.
- U. The Board's obligation to pay insurance premiums in accordance with the preceding Article, on behalf of the employee who ceases active service and are on illness or disability leave, shall end when the employee's accumulated sick leave is exhausted or at the end of one (1) year following the month active service ceased, whichever is later.
- V. The Board's obligation to pay insurance premiums in accordance with the preceding sections of this Article on behalf of employees who cease active service commence leaves of absence other than sick or disability leave shall end after the month following the month the employee ceased active service.
- W. Employees who cease active service due to lay-off will be required to make necessary arrangements to pay for their insurance while on lay-off commencing with the beginning of the month following the month in which the employee was laid off.

ARTICLE XVI--DISCIPLINE

- A. No employee shall be disciplined (including warnings, reprimands, suspensions, reduction in rank, or professional advantage, discharges, or other actions of a disciplinary nature) without just cause. Discipline of personnel under the provisions of this Agreement will be conducted in accordance with the basic concepts of due process.

Any such discipline shall be subject to the Grievance Procedure. A copy of the written disciplinary complaint made against an employee shall be promptly called to their attention and a corrective procedure given to the employee.

- B. Any complaint made against an employee will be promptly called to the employee's attention. The Administration may conduct an investigation into the complaint if it's serious enough to warrant said investigation. It is recognized that in the case of potential criminal charges, notification may not occur immediately. Should the investigation result in no substantiation of the complaint, all documents regarding the complaint and investigation will not be in the employees personnel file or destroyed upon legal mandate.

From the date of ratification of this agreement forward no document, upon which discipline or adverse performance evaluations may be based, will be placed in the employee's personnel file without written notification to the employee. All such documents will be dated. The employee will be provided a copy of any document placed in his/her file.

ARTICLE XVII--RETIREMENT

Within fifteen (15) days after an employee retires under the provisions of the Michigan Public School Employees Retirement of 1979, as amended and has ten (10) years of employment in the Whittemore-Prescott Area Schools, the Board shall pay to the employee an amount equal to one (1) day's pay for each two (2) days of sick leave accumulated to a maximum of one thousand eight hundred (\$1,800) dollars. It is understood that a minimum of forty (40) accumulated sick leave days is required before becoming eligible for payment under this provision. (Not to exceed 75 days.)

ARTICLE XVIII—SAVINGS CLAUSE

If any provisions of the Agreement or any application of the Agreement to any employee or group of employees shall be found 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.

ARTICLE XIX—SCHOOL CALENDAR

A Representative from the Whittemore-Prescott Education Association, the Whittemore-Prescott Board of Education and the Whittemore-Prescott Support Staff Association will work cooperatively to develop a calendar for the following year by April 1st of the preceding year.

ARTICLE XX—DURATION OF AGREEMENT

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule or regulation which 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 employees at the time this Agreement is executed.

This Agreement shall be effective March 8, 2019 and shall continue in effect until June 30, 2022. Negotiations between the parties shall begin at least ninety (90) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period, or periods, by mutual written agreement of the parties.

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 bargaining unit employees now employed, hereafter employed or considered for employment by the Board.

**WHITTEMORE-PRESCOTT AREA SCHOOLS
BOARD OF EDUCATION**

**WHITTEMORE-PRESCOTT SUPPORT
STAFF PERSONNEL ASSOCIATION**

By: _____
Elizabeth Prescott, President

By: _____
Rhonda Kruch, MEA SNAP

By: _____
Sandy Wilson, Vice President

By: _____
Suzie Hall, WP ESP President

By: _____
George Reeve, Treasurer

By: _____
Elizabeth Jordan, WP ESP Negotiator

By: _____
Lynn Mervyn, Secretary

By: _____
Chris Voss, WP ESP Negotiator

By: _____
Dean Horn, Trustee

By: _____
Dawn Hockersmith, WP ESP Negotiator

By: _____
Mary Phinney, Trustee

By: _____
Paula Currie, WP ESP Negotiator

By: _____
April Mason, Trustee

By: _____
Joseph J. Perrera, Superintendent

ATTACHMENT "A"

At no time will a non-bargaining unit receive a higher hourly rate as a substitute than a bargaining unit.

All bargaining units will receive 1st year rate as a substitute outside of their classification.

All bargaining unit members will receive a three hundred fifty (\$350) dollar bonus for not missing any (0) time for each semester up to seven hundred (\$700) dollars per school year. Examples of missed time would include, but not limited to shuttle runs, leaving early, arriving late, etc. Continuous a.m. and p.m. shuttle runs are considered part of the assignments and, if missed, count against the bonus. Administrative leave time may or may not be considered time missed pending investigation. In addition, to qualify you must work your full shift(s). Authorized and/or required Professional Development and other school business are considered time worked. An employee can only qualify for 1 (one) bonus per semester. Twelve (12) month custodian's bonus will be paid 3 times per year as follows: One-third (1/3) per each of the two semesters and one-third (1/3) for summer.

Salary Schedule

Office and Library Clerks: Example: 180 days @ 7 hours per day = 1,260 hours

The library clerk will receive two (2) extra hours pay per day when the librarian is gone and she assumes the responsibility of the library.

The position of clerk provides general supportive clerical assistance within the school system. Typical duties include typing, filing, and preparation of materials, record keeping, and other duties as assigned by the building principal. The clerk is general under the direct supervision of the building principal unless assigned to a specific area. (Example: Library clerk is responsible to librarian.)

Paraprofessionals: Example: 180 days @ 6.5 hours per day = 1,070 hours

All paraprofessionals will be paid in accordance with the adopted days and hours in the school calendar.

The position of paraprofessional generally works directly with and for pupils. Typical duties include pupil tutoring, recess monitoring, assisting the teacher in room organization, pupil records and other duties as assigned by the building principal. The paraprofessional is generally assigned and responsible directly to one or more teachers under the overall direction of the building principal.

Computer Specialists: The Computer Specialist will work five (5) extra days either before or after the academic school year @ 8 hours per day.

The position of the Computer Specialist provides assistance in the computer labs and helps maintain good operating condition of all computers. The Computer Specialist is under the direct supervision of the Network Administrator.

Media/Library Specialists: The Media/Library Specialist will work five (5) extra days either before or after the academic school year. (New pay scale for the Media/Library Specialist effective February 1, 2003.)

The position of the Media/Library Specialist is directly responsible for running and maintaining the daily operation of the assigned library. Typical duties include typing, filing, ordering and preparation of materials, record keeping, running library computer programs, and other duties.

Cafeteria Monitor: Example: 171 days @ 2 hours per day = 342 hours

The cafeteria monitor is responsible for maintaining order and control in the cafeteria and hallway during the lunch periods. The cafeteria monitor is directly responsible to the building principal.

Food Service Managers: Example: 177 days @ 8 hours per day

Food Service Personnel

Food service personnel will receive time and one-half (1.5) for any hours over forty.

Cooks will receive the following pay rates when cooking for outside and extra school activities, except where it interferes with the Fair Labor Standards Act.

The food service manager is responsible for the planning, ordering and organization of personnel for meal serving, preparation and cleanup. The food service manager is responsible to both the building principal and the superintendent.

Food service personnel are responsible for the preparation, serving and cleanup of the kitchen and the meal program in his/her particular school. Food service personnel are responsible to the food service manager and the building principal.

Custodians: Example: 40 hours per week = 2,080 hours

Building heads will receive four hundred (\$400) dollars more per year than the above rate.

Building Heads will receive fifteen (\$15) dollars per alarm visit if called to the building for alarm visit.

No reimbursement will be made for lunches.

Coaches and sponsors are responsible for their students at evening activities.

It is the responsibility of maintenance, building heads and custodians to maintain, repair, and the cleanliness of the school physical plant and its adjacent areas. They are responsible to help wherever requested by the building principal or the superintendent. They are directly responsible to the building principal.

Secretaries: Example: 200 days @ 8 hours per day = 1,600

Special Education Secretary: The secretary to the special education director shall work the same number of days as the director: Example: 200 days @ 8 hours per day

Bookkeeping/Internal Accounting

The Board reserves the right to adjust working hours. If any secretary is asked by his/her immediate supervisor to stay extra hours to get work done, he/she is to receive time and one-half (1.5) according to Article IV B1.

The duties of the secretary are direct support to an administrative position (or counselor). Typical duties include typing, filing, appointment management and other duties as assigned by the administrator. The secretary is directly responsible to the administrator to which he/she is assigned.

Bus Garage/Transportation

Bus drivers will receive a three hundred fifty (\$350) dollar bonus for not missing any (0) time for each semester up to seven hundred (\$700) dollars per school year. Examples of missed time would include, but not limited to shuttle runs, leaving early, arriving late, etc. Continuous a.m. and p.m. shuttle runs are considered part of the assignments and, if missed, count against the bonus. Administrative leave time may or may not be considered time missed pending investigation. In addition, to qualify you must work your full shift(s). Authorized and/or required Professional Development and other school business are considered time worked. An employee can only qualify for 1 (one) bonus per semester.

Media van, special education runs and extra trips will be paid fifteen (15) minutes pre-trip before the time the bus or van is scheduled to leave until it returns, plus reasonable cleanup time.

If a bus trip is two (2) hours or less, cancelled or the driver is sent home, that driver will receive the next trip.

When meal receipts are turned in, the Board of Education will pay for the actual cost of the meal, up to a maximum of ten (\$10) dollars if the trip covers the meal time.

Breakdown time will be paid at the time of breakdown.

Any extra-curricular trip that necessitates two (2) vans will instead be given one bus in order to ensure that drivers are chosen to drive.

The Board shall provide reimbursement for the cost of licenses, or the renewal of licenses required for a bus driver to perform his/her job or assignment after successful completion of two consecutive years of employment as a bus driver in the Whittemore-Prescott School District.

When extra trips interfere with regular bus runs, the driver who takes the extra trip will be paid the higher of the two trips.

If administration requests a conference with a parent, drivers will be paid at an hourly rate for the meeting.

All trips will be posted and drivers rotated in seniority order. In addition, a separate rotation list will be maintained for Saturday trips.

Proposed route changes are defined as a change in the mileage bracket, which would result in a change in wages. At the beginning of the school year a "bid meeting" shall be held between August 15th and 30th of each year by the currently employed bus drivers and will be held on an in-service day. Drivers at the bid meeting may only bid on routes that have changed or are vacant. In addition, shuttles runs will also be bid on and will become part of their route for that year if they are contiguous with their a.m. or p.m. route.

The bus driver is responsible for the safe and prompt transportation of pupils. He/she is responsible to keep their certification to drive bus current. He/she is responsible to immediately report any vehicle defects to the bus supervisor. He/she is responsible to report discipline problems to the proper principal according to procedure. The bus driver is responsible for the interior cleanliness of his/her assigned vehicle. The bus driver is directly responsible to the transportation director.

Employees will be paid at the prevailing IRS rate per mile for approved travel expenses.

**Whittemore-Prescott ESP Salary Schedule
2018-2022**

	18-19	19-20	20-21	21-22
Office & Library Clerks	0.9% Inc.	1.5% Inc.	1.5% Inc.	1.5% Inc.
1st Year	\$ 10.27	\$ 10.43	\$ 10.58	\$ 10.74
2nd Year	\$ 10.82	\$ 10.98	\$ 11.14	\$ 11.31
3rd Year	\$ 11.56	\$ 11.74	\$ 11.91	\$ 12.09
Paraprofessional				
1st Year	\$ 10.29	\$ 10.45	\$ 10.60	\$ 10.76
2nd Year	\$ 10.87	\$ 11.03	\$ 11.20	\$ 11.36
3rd Year	\$ 11.56	\$ 11.74	\$ 11.91	\$ 12.09
Computer Specialist				
1st Year	\$ 11.89	\$ 12.06	\$ 12.25	\$ 12.43
2nd Year	\$ 12.54	\$ 12.73	\$ 12.92	\$ 13.11
3rd Year	\$ 13.12	\$ 13.31	\$ 13.51	\$ 13.72
Media/Library Specialist				
1st Year	\$ 11.39	\$ 11.56	\$ 11.74	\$ 11.91
2nd Year	\$ 11.98	\$ 12.16	\$ 12.34	\$ 12.52
3rd Year	\$ 12.70	\$ 12.89	\$ 13.09	\$ 13.28
Cafeteria Monitor				
All	\$ 14.36	\$ 14.57	\$ 14.79	\$ 15.01
Food Service Manager				
1st Year	\$ 11.25	\$ 11.42	\$ 11.59	\$ 11.76
2nd Year	\$ 11.89	\$ 12.06	\$ 12.25	\$ 12.43
3rd Year	\$ 12.38	\$ 12.57	\$ 12.75	\$ 12.95
Food Service Personnel				
1st Year	\$ 10.36	\$ 10.52	\$ 10.68	\$ 10.84
2nd Year	\$ 10.95	\$ 11.11	\$ 11.28	\$ 11.45
3rd Year	\$ 11.56	\$ 11.74	\$ 11.91	\$ 12.09
Outside/Extra Cooking				
All	\$ 13.66	\$ 13.87	\$ 14.07	\$ 14.29

Custodians

Building Head	\$	14.57	\$	14.79	\$	15.01	\$	15.24
Maintenance	\$	14.17	\$	14.38	\$	14.59	\$	14.81
General-1st Year	\$	13.01	\$	13.20	\$	13.40	\$	13.60
General-2nd Year	\$	13.77	\$	13.98	\$	14.19	\$	14.40
45-day Probationary	\$	12.55	\$	12.74	\$	12.93	\$	13.13

Secretaries

1st Year	\$	11.89	\$	12.06	\$	12.25	\$	12.43
2nd Year	\$	12.54	\$	12.73	\$	12.92	\$	13.11
3rd Year	\$	13.12	\$	13.31	\$	13.51	\$	13.72

Bookkeeping/Internal Accounting

All	\$	14.22	\$	14.43	\$	14.65	\$	14.87
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Bus Garage/Transportation**Following Paid per Hour:**

Breakdown/Conference Mechanic Helper	\$	10.91	\$	11.07	\$	11.24	\$	11.41
1st Year	\$	13.66	\$	13.87	\$	14.07	\$	14.29
2nd Year	\$	14.40	\$	14.61	\$	14.83	\$	15.06

Following Paid per Day:

Kindergarten Runs	\$	21.07	\$	21.38	\$	21.70	\$	22.03
Bay-Arenac Run (1 hr. waiting time plus	\$	11.68	\$	11.86	\$	12.04	\$	12.22

	18-19 0.9% Inc.	19-20 1.5% Inc.	20-21 1.5% Inc.	21-22 1.5% Inc.
Bus Drivers				
Mileage Driven				
Under 35 Miles	\$ 1,101.54	\$ 1,118.06	\$ 1,134.83	\$ 1,151.85
35-40 Miles	\$ 1,132.14	\$ 1,149.12	\$ 1,166.36	\$ 1,183.85
40-45 Miles	\$ 1,162.65	\$ 1,180.09	\$ 1,197.79	\$ 1,215.76
45-50 Miles	\$ 1,193.27	\$ 1,211.17	\$ 1,229.34	\$ 1,247.78
50-55 Miles	\$ 1,222.97	\$ 1,241.31	\$ 1,259.93	\$ 1,278.83
55-60 Miles	\$ 1,254.47	\$ 1,273.29	\$ 1,292.39	\$ 1,311.77
60-65 Miles	\$ 1,285.13	\$ 1,304.41	\$ 1,323.98	\$ 1,343.84
65-70 Miles	\$ 1,315.64	\$ 1,335.37	\$ 1,355.40	\$ 1,375.73
70-75 Miles	\$ 1,346.23	\$ 1,366.42	\$ 1,386.92	\$ 1,407.72
75-80 Miles	\$ 1,376.85	\$ 1,397.50	\$ 1,418.47	\$ 1,439.74
80-85 Miles	\$ 1,407.45	\$ 1,428.57	\$ 1,449.99	\$ 1,471.74
85-90 Miles	\$ 1,437.99	\$ 1,459.56	\$ 1,481.45	\$ 1,503.67
90-95 Miles	\$ 1,468.60	\$ 1,490.63	\$ 1,512.99	\$ 1,535.68
95-100 Miles	\$ 1,499.23	\$ 1,521.72	\$ 1,544.55	\$ 1,567.72
100-105 Miles	\$ 1,527.86	\$ 1,550.78	\$ 1,574.04	\$ 1,597.65
105-110 Miles	\$ 1,559.96	\$ 1,583.36	\$ 1,607.11	\$ 1,631.22
110-115 Miles	\$ 1,588.03	\$ 1,611.86	\$ 1,636.03	\$ 1,660.57
115-120 Miles	\$ 1,618.12	\$ 1,642.40	\$ 1,667.03	\$ 1,692.04
120-125 Miles	\$ 1,646.80	\$ 1,671.50	\$ 1,696.57	\$ 1,722.02
125-130 Miles	\$ 1,678.06	\$ 1,703.23	\$ 1,728.78	\$ 1,754.71
130-135 Miles	\$ 1,709.94	\$ 1,735.59	\$ 1,761.63	\$ 1,788.05
135-140 Miles	\$ 1,742.42	\$ 1,768.56	\$ 1,795.09	\$ 1,822.01
140-145 Miles	\$ 1,775.56	\$ 1,802.19	\$ 1,829.22	\$ 1,856.66
145-150 Miles	\$ 1,809.27	\$ 1,836.41	\$ 1,863.95	\$ 1,891.91
150-155 Miles	\$ 1,843.66	\$ 1,871.32	\$ 1,899.39	\$ 1,927.88
155-160 Miles	\$ 1,878.71	\$ 1,906.89	\$ 1,935.49	\$ 1,964.52
160-165 Miles	\$ 1,914.36	\$ 1,943.07	\$ 1,972.22	\$ 2,001.80
165-170 Miles	\$ 1,950.74	\$ 1,980.00	\$ 2,009.70	\$ 2,039.85
170-175 Miles	\$ 1,987.81	\$ 2,017.63	\$ 2,047.89	\$ 2,078.61
175-180 Miles	\$ 2,025.60	\$ 2,055.98	\$ 2,086.82	\$ 2,118.12
180-185 Miles	\$ 2,064.08	\$ 2,095.04	\$ 2,126.47	\$ 2,158.36
185-190 Miles	\$ 2,103.28	\$ 2,134.83	\$ 2,166.85	\$ 2,199.36
190-195 Miles	\$ 2,143.25	\$ 2,175.40	\$ 2,208.03	\$ 2,241.15
195-200 Miles	\$ 2,183.96	\$ 2,216.72	\$ 2,249.97	\$ 2,283.72

Attachment B

**Whittemore-Prescott Area Schools
PERFORMANCE APPRAISAL FOR SUPPORT STAFF**

Name _____ Building/Assignment _____

Evaluator _____ Date of Review _____

Numerical Rating Criteria					
5	4	3	2	1	
Outstanding	Good	Average	Below Average	Poor	N/A
Excels in this trait, performance or ability	Exceeds the basic requirements in this trait, performance or ability	Meets requirements in this trait, performance or ability	Does not adequately meet the requirements in this trait, performance or ability — needs improvement	Does not meet the requirement in this trait, performance or ability	Does not apply to this support staff employee

Directions

The following statements describe the support staff who achieves success. Based on cumulative performance information, the evaluator estimates support staff's effectiveness in meeting each criterion. Rate the area that most closely describes the support staff's attainment of the criterion.

I. PERSONAL PERFORMANCE ATTRIBUTES

- Presents a positive role model that supports the mission of the school district.
- Maintains an effective working relationship with supervisors.
- Complies with all district and/or classroom routines and regulations.
- Effectively communicates with colleagues, students and parents, as applicable.
- Maintains professional appearance.
- Exhibits integrity, honesty, and dependability.

- Respects confidentiality.

Comments _____

II. CONTRIBUTES TO DISTRICT IMPROVEMENT

- Maintains high standards of productivity.
- Makes judgments using critical thinking skills and objective information.
- Manages time to address priorities and complete tasks/obligations.
- Keeps records organized, up-to-date and accurate.

Comments _____

III. PERFORMANCE OF ASSIGNMENT

- Demonstrates knowledge of job and application of skills for assigned tasks.
- Demonstrates ability in organization, efficiency, and completion of tasks.
- Demonstrates oral communication skills, speech, telephone etiquette, etc.
- Demonstrates proper use, maintenance and storage of equipment and materials.
- Manages/maintains proper files, correspondence, schedules and routine procedures.

Supports an instructional environment conducive to learning.

Initiates instructional support of student's classroom goals and objectives provided by the teacher.

Comments _____

IV. STUDENT MANAGEMENT

Interacts effectively with students to promote positive attitudes toward school.

Maintains proper safety and security precautions to prevent unnecessary or unreasonable risk of injury to students, self or others.

Treats students with respect.

Comments _____

V. PROFESSIONAL GROWTH AND DEVELOPMENT

Participates In professional growth activities.

Demonstrates a willingness for professional growth

Comments _____

VI. STAFF RELATIONSHIPS

Assists teacher with plans and implementation of appropriate learning experiences, as appropriate.

Communicates effectively with teachers concerning student progress, as applicable.

Accepts constructive criticism and suggestions in a professional manner.

Demonstrates ethical conduct with students, parents, and colleagues.

Comments _____

EVALUATORS GENERAL EVALUATION STATEMENT

(Summary statement concerning overall effectiveness, including statements as to strengths and weaknesses.
Requires a general statement of whether or not employee's overall performance is satisfactory or unsatisfactory)

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Whittemore-Prescott Area Schools
INDIVIDUALIZED DEVELOPMENT PLAN (IDP) FOR SUPPORT STAFF

Employee _____

Date _____

School Year _____

Establish Goals:

Identify resources needed AND SPECIFIC MANNER OF ADMINISTRATIVE SUPPORT:

Develop A Sequential Plan of Action:

Establish A Time Line:

Evaluator's Initials: _____

Employee's Initials: _____

Note: A plan must be developed if an employee receives an average score of two (2) or below in any category.