



**A G R E E M E N T**

between

**PARCHMENT SCHOOL DISTRICT**

and

**PARCHMENT EDUCATIONAL ASSOCIATES ORGANIZATION/**

**MICHIGAN EDUCATIONAL SUPPORT**

**PERSONNEL ASSOCIATION**

**July 1, 2011 – June 30, 2012**

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## A G R E E M E N T

THIS AGREEMENT made as of the date hereinafter set forth by and between PARCHMENT SCHOOL DISTRICT, County of Kalamazoo, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the PARCHMENT EDUCATIONAL ASSOCIATES ORGANIZATION/ MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION (hereinafter called the "Association");

WITNESSETH:

### ARTICLE I - PURPOSE AND RECOGNITION

**1.1 Purpose.** The general purpose of this Agreement is to promote orderly and peaceful relations between the Employer and the Employees for the mutual benefit of the public, the Employer, the Association, and the Employees.

**1.2 Recognition.** The Employer recognizes the Association as the sole and exclusive collective bargaining representative of the Employees (as hereinafter defined) in regard to wages, hours, and other conditions of employment.

**1.3 Employee Defined.** The word "Employee" as herein used shall mean all full-time and regular part-time secretaries who have completed their probationary period, but shall exclude the respective secretaries to the Superintendent and Assistant Superintendent, and all other Employees.

### ARTICLE II - DUTIES AND WORK PROCEDURES

#### **2.1 Employment Schedule.**

**2.11 Work Week.** The regularly scheduled work week for full-time Employees shall consist of forty (40) hours.

**2.12 Work Day.** The normal work day for full-time Employees shall consist of eight (8) hours plus not less than a thirty (30) minute uninterrupted duty-free lunch period. An Employee shall be entitled to a fifteen (15) minute rest period in the morning and one in the afternoon, provided that if an Employee is scheduled to work overtime for three (3) or more hours, such Employee shall be entitled to an additional fifteen (15) minute rest period after two (2) hours of overtime work and provided further that rest periods shall not interfere with the normal operations of the Employer.

#### **2.2 Transfers and Promotions.**

Notice of a vacancy or newly created position within the bargaining unit shall be posted for five (5) days from the date of the Employer's decision to fill the position.

**2.21 Notice.** Notice of all vacancies and newly created positions within the bargaining unit shall be provided in the following manner:

**2.211 School Year.** Whenever a vacancy occurs, notice of such vacancy shall be sent to each building and the PEAO President. Laid-off bargaining unit members subject to recall shall also be notified.

**2.212 Summer Schedule.** A notice shall be sent to all bargaining unit members. An Employee shall have eight (8) days from the mailing of notice in which to make application.

**2.22 Selection.** Within ten (10) workdays after the expiration of the posting period, the Employer shall make known its decision as to which internal applicant, if any, has been selected to fill a posted position. Each qualified internal applicant shall be so notified in writing with a copy provided to the Union.

**2.23 Qualifications.** The Employer declares its support of a policy of filling vacancies with the most qualified person to perform the job. To be eligible to fill a vacancy, an Employee must have performed satisfactorily in her present position and meet the minimum qualification for the job. Vacancies shall be filled on the basis of qualifications, experience, competency, and seniority. Only applicants deemed qualified by the Employer shall be interviewed. The position shall be awarded to the most qualified Employee. If two or more Employees are deemed equally qualified, the position shall be awarded to the most senior Employee who has the qualifications, competency and experience necessary to perform the duties of the vacant position. If the vacancy is not filled by bidding, the Employer shall have the right to employ a new hire. The Employer declares its support of a policy of filling vacancies from within the bargaining unit.

**2.24 Trial Period.** Each transferred or promoted Employee shall be placed in a trial period status: The trial period shall expire at the end of thirty (30) work days. For purposes of this Article only, work days shall be defined as days in which the transferred or promoted Employee fulfills the duties of the new position. The Employer may at any time during the trial period, based upon an inability to satisfactorily perform the requirements of such new classification or position, reassign said Employee to her former classification or position.

**2.25 Compensation.** The Employee shall be entitled to receive during the trial period the rate of pay designated for the new position.

**2.26 Other Transfers or Promotions.** Nothing herein shall limit the right of the Employer to temporarily transfer or promote an Employee for a period not to exceed thirty (30) work days or to transfer an Employee working less than a full work day to a temporary position requiring a longer work day, if the Employer determines that the temporary position is likely to extend for more than thirty (30) but less than one hundred twenty (120) work days by reason of the extended absence of a regular employee. An Employee shall not suffer a loss of pay as a result of such transfers or promotions. Transferred employees will receive the higher rate of pay that applies to the new position upon notice of transfer and commencement of new duties. The parties agree that involuntary transfers of Employees are to be avoided whenever possible.

**2.27 Additional Work.** When additional bargaining unit work is available, such work will first be offered to unit members who work less than forty (40) hours per week based on qualifications, availability and seniority.

**2.3 Emergency Dismissal.** If school is closed by reason of bad weather or other emergency such that the day cannot be counted for purposes of State Aid, Employees are to report or remain on duty for the first two such days at the direction of their supervisor. For the third and subsequent such days, Employees shall report at the discretion of the supervisor. However, if required to report and work a full day on a day which cannot be counted for purposes of State Aid, the Employee shall not report on the subsequent rescheduled day(s). Should the Employee not be required to work on a day that cannot be counted for purposes of State Aid, she/he shall report on the subsequent rescheduled day(s).

The above notwithstanding, should one or more buildings be closed due to a power outage, loss of water, etc., but classes are held in the rest of the District such that the day in question is counted as an instructional day for State Aid purposes, Employees assigned to said building(s) are to report to a designated building or be released without loss of pay.

**2.4 Support Services.** In addition to the rights of the Employer set forth in other provisions of this Agreement, the Employer may use persons not covered by this Agreement for the emergencies, and/or supportive services that shall be limited to incidental and ancillary activities and shall not cause the displacement of or the reduction in hours of any bargaining unit positions.

## ARTICLE III - COMPENSATION AND BENEFITS

**3.1 Basic Compensation.** The basic compensation of each Employee shall be as set forth on Schedule "A". Advancement on the salary schedule shall be as follows:

- 1200 or more hours worked - one year
- 400-1199 hours worked - one half year

For the 2011-2012 school year, advancement on Schedule A/Basic Compensation shall occur at the mid-point of the employee's work year. For example: if an employee was placed at the 2<sup>nd</sup>-5<sup>th</sup> Years wage column in the 2010-2011 school year and at the beginning of the 2011-2012 school year and otherwise has sufficient experience to be advanced to the 6<sup>th</sup>-9<sup>th</sup> Years wage column in 2011-2012, that employee will be advanced to the 6<sup>th</sup>-9<sup>th</sup> Years wage column upon completing one-half of her scheduled work days in the 2011-2012 school year. When this step advancement occurs, there shall be no retroactive payments to that employee for any date prior to the date on which the employee first becomes eligible for step advancement in 2011-2012, as described above.

Those bargaining unit members who do not receive a step increase (as described above) in the 2011-2012 school year, other than those bargaining unit members on the 1<sup>st</sup> Year Wage column who are first hired in the bargaining unit in the 2011-2012 school year, shall receive a one-time off-schedule payment of \$100, to be remitted on the next possible payroll after ratification. This payment is limited to the 2011-2012 school year and shall not be an obligation of the Board subsequent to the 2011-2012 school year.

**3.2 Overtime Compensation.** An Employee shall be entitled to receive overtime compensation at the rate of one and one-half (1 ½) times her regular rate of pay for hours worked in excess of forty (40) hours during a work week.

All paid time will be considered as hours worked in computing overtime, except the hours paid for vacations and personal business days. Overtime work shall be as scheduled by the Employer and, except in the case of an emergency, must be authorized by the Employer in advance. All work performed on a holiday shall be paid at the rate of time and one-half. This is an addition to the regular holiday pay.

**3.3 Fringe Benefits.** The Employer shall provide fringe benefits as set forth on Schedule "B".

**3.4 Deductions.** The Employer shall have the right to deduct from the pay of each Employee such amounts as may be required by law together with such additional sums as may be mutually agreed upon by the Employer and Employee.

**3.5 Tuition Reimbursement.** Each bargaining unit member shall be reimbursed for tuition up to \$55.00 per semester credit hour or the entire tuition cost of an enrichment course for continuing education which is related to the Employee's position provided that prior administrative approval is obtained and the course work is beyond a high school degree. To be eligible for such reimbursement the Employee must show proof of successful completion of the course which shall require a B- or its equivalent or a 'pass' grade for a class graded on a pass/failure basis. Payment shall be made in a check to the Employee, other than the Employee's normal paycheck, within thirty (30) days after proof of class completion is submitted.

## ARTICLE IV - LEAVES

**4.1 Sick Leave.** Upon the completion of the initial probationary period, each full-time Employee shall be credited with twelve (12) days sick leave in advance of each twelve (12) months of employment. The sick leave allowance of part-time Employees and of those Employees working less than twelve (12) months shall be reduced proportionately. Sick leave shall be administered in accordance with the following guidelines, namely:

A. Sick leave may be used for:

1. Any physical or mental condition which disables an Employee from performing her assigned duties, excluding any condition compensable by Workers' Compensation or for a disability resulting from

maternity to the extent expressly required by law.

2. Any communicable disease which would be hazardous to the health of students or other employees.
  3. Physical examinations, medical, dental or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the regular work day.
  4. Funeral leaves, to the extent hereinafter provided.
  5. The critical or emergency illness of the spouse, child or parent of the Employee, or of a permanent resident of the Employee's household. Such leave shall be limited to the use of twenty (20) days per year and shall be taken only to the extent that the presence of the Employee is reasonably required, except that for good cause shown the Employee shall have the right to use up to five (5) additional days upon prior notification of the Superintendent or his designate by the Employee. Any leave days taken pursuant to this provision in excess of the unused portion of the Employee's annual sick leave allowance shall be deducted from sick leave accumulated from a prior year.
- B. Sick leave shall accumulate without limit. The amount of unused leave for each Employee shall be certified by the Employer at least each twelve (12) months. No payment for unused sick leave shall be made except as hereinafter provided in Schedule "B". If an Employee shall not complete the contract period, the Employer shall be reimbursed for any days, or fractions of days, used in excess of the proportionate leave days earned as of the termination date.
- C. The Employer may require verification by a competent medical authority.
- D. Except as the Employer shall otherwise agree, leaves shall be allocated in one (1) day increments, shall be charged against duty days only, and shall cease to accumulate during such period as the Employee is on a leave of absence, laid off, receiving Workers' Compensation or disability insurance benefits, or otherwise not regularly providing services to the Employer.

#### **4.2 Funeral Leave.**

**4.21 Immediate Family** (Includes step-member relationships). If a spouse, father, mother, or child shall die and the employee shall attend the funeral of such person, she shall be entitled to five (5) days leave with pay, if reasonably required, which days shall not be charged against sick leave. If a father-in-law, mother-in-law, grandparent, grandparent-in-law, brother, sister, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or grandchild of the Employee, including also anyone who permanently resides with the Employee, shall die and the Employee shall attend the funeral of such person, she shall be entitled to three (3) days leave with pay, if reasonably required, which days shall not be charged against sick leave. Up to two (2) additional days, deducted from sick leave, shall be allowed for out-of-state travel.

**4.22 Others.** Up to one (1) day funeral leave may be allowed for the purpose of attending the funeral of a friend or a relative outside the immediate family. Such leave shall be deducted from sick leave.

**4.3 Personal Business Leave.** All Employees covered by this Agreement shall be allowed up to two (2) personal business leave days per year, with pay, not deducted from sick leave. Two (2) days of unused personal business leave may be carried over to the next year to make a total of four (4) days personal business available for use in one year. Personal business absences shall be governed by the following:

- A. A written request shall be made to the Employer in advance of the anticipated absence, and it may approve or disapprove the request. In case of emergency, verbal request shall be considered but must be reduced to writing at a later date agreed upon between the parties.

- B. Personal business leave shall be used for legitimate business or family obligations which cannot reasonably be scheduled outside the regular work day or on a non-work day. A written request for personal business leave shall constitute a certification by the Employee that the leave will be used for the purposes herein set forth.

**4.4 Court Leave.** An Employee who is required to appear for jury service or is subpoenaed as a witness in proceedings which arose out of and in the course of her employment with the Employer and in which the personal interests of the Employee are not involved shall be entitled to receive her regular compensation less any fees paid, provided, however, that an Employee who is subpoenaed as a witness in other proceedings shall be entitled to receive her regular compensation less any fees paid for a period not exceeding twelve (12) work hours. The Employee shall return to her duties whenever her attendance in Court is not actually required.

**4.5 Special Leaves.** The Employer at its own discretion may require or grant a leave of absence based on but not limited to the following criteria:

- A. The past performance of the Employee;
- B. The staffing needs of the Employer;
- C. The length of service of the Employee and the probability that the Employee will return to the service of the Employer; and
- D. The purpose or purposes of the leave.

**4.6 Service Leave.** Elected or appointed officers of MESPA shall, upon request, be granted a professional service leave of absence, without pay, for a period of up to one (1) year.

**4.7 Association Leave.** The Association shall be allowed four (4) days per year for an officer to use for Association business. These days shall not be charged to the individual.

**4.8 Disability Leaves.** An Employee who is or will be physically or mentally disabled for more than ten (10) work days shall be granted a leave of absence in accordance with the following guidelines:

**4.81 Foreseeable Disability.** If the Employee knows, or reasonably should know, that the Employee has a physical or mental condition which will result in disability, the Employee shall:

- A. Notify the Employer as to the nature and extent of the expected disability in accordance with Section 4.91.
- B. Furnish the Employer a statement from the attending physician specifying in the physician's opinion
  1. Any limitations on the performance of duties;
  2. The probable date when the Employee will be significantly impaired in the performance of the Employee's duties; and
  3. The probable length of time, if any, during which the Employee will be disabled from performing the Employee's work assignments.
- C. Furnish the Employer such other information as the Employer shall determine necessary to assure the safety and welfare of the Employee, students, other Employees and the public.



**4.82 Unforeseeable Disability.** If an Employee is disabled by unforeseen circumstances, and the Employee desires to be granted a disability leave, the Employee shall, as soon as practicable, furnish the Employer the information herein required for a foreseeable disability.

**4.83 Duration of Leave.** An Employee shall be granted a leave of absence for the period of disability except that:

- A. The Employer shall not be required to grant a leave for more than one (1) year unless the law requires a longer period.
- B. An Employee who has materially failed to comply with the disability leave provisions may be denied a leave but shall be permitted to terminate the Employee's employment relationship at such time as the Employee would otherwise have been eligible for the commencement of a disability leave.

**4.84 Compensation Benefits.** An Employee who has completed the probationary period and has been granted a disability leave shall receive:

- A. Payment from accumulated sick leave benefits to the extent eligible, and
- B. The continuation of the payment of any insurance premiums normally paid by the Employer through the end of the third calendar month in which any accumulated sick leave has been depleted, the employment relationship is terminated, or the Employer's obligation to pay such benefits ends, whichever shall first occur.

#### **4.9 Leave Administration.**

**4.91 Notice.** An Employee shall give the Employer notice of her need to be granted a leave so that the Employer shall have the maximum time to provide for the Employee's absence. A leave for elective health care, personal business leave, court leave, a foreseeable disability, a special leave, a service leave or an Association leave shall be requested at least seven (7) work days prior to the leave date, except that a shorter notice may be permitted because of unforeseeable circumstances.

**4.92 Leave Agreement.** A leave for elective health care, a foreseeable or unforeseeable disability, a special or a service leave, or any other such leave for more than ten (10) work days shall be agreed to in writing by the Employer and the Employee, or the Employee's personal representative in the case of mental incapacity or physical inability or absence. Each leave agreement shall include a requirement that the Employee notify the Employer in writing prior to a specific time that the Employee intends to return, which notification date shall not be unreasonable under the circumstances provided, however, that prior to such date the Employer shall give notice to the Employee of her obligations pursuant to this provision. If the Employee fails to give such notice within ten (10) work days from the date of such mailing of the Employer notice, the Employee shall be considered a voluntary quit.

**4.93 Verification.** The Employee shall have the responsibility of verifying her eligibility for leave and any benefits due. If the Employer determines that an Employee knowingly withheld or misrepresented material information concerning the purpose of the Employee's eligibility for leave or for any leave benefits, the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this Agreement.

**4.94 Reinstatement Rights.** On the termination of a leave, the Employee shall be returned to the job which she held prior to such leave or, if the job has been eliminated, to a similar job, provided that she is still qualified, subject to the rights of other Employees pursuant to this Agreement.

## ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

**5.1 Association Rights.** In order to facilitate the administration of this Agreement, the Association shall have, in addition to other rights expressly set forth herein or provided by statute, the following rights:

**5.11 School Facilities.** The Association may have the use of school buildings at reasonable hours for meetings related to negotiations, provided that such use shall be without cost to the Employer and shall not interfere with the primary educational use of the facilities.

### **5.12 Association Representation.**

**5.121 Association Membership.** Each Employee covered by this Agreement shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues, less any amounts not permitted by law. The Employee may authorize deduction for such fee.

**5.122 Arrearages.** An Employee who shall tender or authorize the deduction of membership dues (or the service fee) shall be deemed to meet the conditions of this Article so long as such Employee is not in arrears of payments of such dues or fees. The Association shall notify the Employee and Employer of the current amount of delinquency and warn the Employee that the Association shall request her termination, unless the delinquent service fees are paid or a properly executed deduction form is tendered within fourteen (14) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.

**5.123 Certification of Dues.** The Association shall certify, at least annually to the Employer, fifteen (15) days prior to the date of the first payroll deduction for Association dues or service fees, the amount of said fees. The Employer shall deduct a prorated amount from each Employee's pay in ten (10) monthly installments from the payroll in each month of the school year and transmit within twenty (20) days thereafter together with a listing of each Employee for whom deductions were made.

**5.124 Objections.** Employees paying the service fee provided for herein may object to the use of the service fee for matters not permitted by law.

**5.125 Application and Indemnification.** The Employer shall not be required to discharge any Employee under the provisions hereof during such time as litigation is pending concerning personal discharge of such Employee. The Association assumes full responsibility for the validity and legality of the provisions herein set forth. The Association by the execution of this Agreement expressly agrees to indemnify and save the Employer harmless from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions herein set forth or by reason of claims or demands made by the Association that an Employee be discharged because of the provisions herein set forth.

**5.2 Association Responsibilities.** The Association shall have, in addition to the other responsibilities expressly set forth herein or required by law the following responsibilities:

**5.21 Authorized Representatives.** The Association shall promptly notify the Employer in writing of the names of those persons who have currently been authorized to act on its behalf and the authority of each such person, which notice shall remain in effect until superseded by a new written notice.

**5.22 Association Cooperation.** The Association agrees that it will in good faith cooperate with the Employer in attempting to assure that reasonable work standards, schedules and the rules and regulations of the Employer are complied with.

## ARTICLE VI - EMPLOYER RIGHTS AND RESPONSIBILITIES

**6.1 Management Rights.** The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon it or vested in it by the laws and Constitution of the State of Michigan, or of the United States, and all rights and power to manage and conduct the activities of the Employer and to utilize and direct its Employees, except as otherwise expressly provided in this Agreement.

**6.2 Employer Cooperation.** The Employer agrees to cooperate with the Association in the application of this Agreement.

**6.3 Nondiscrimination.** The Employer agrees that it will not discriminate against or between employees on the basis of race, nationality, religion, gender, age, handicap, height, weight, family status, any other protected group as defined by the Elliott-Larsen Civil Rights Act, or by reason of membership in the Association.

## ARTICLE VII - EMPLOYEE RIGHTS AND RESPONSIBILITIES

### **7.1 Employee Conduct and Responsibilities.**

**7.11** Although the parties acknowledge the difficulty of completely and precisely defining the responsibilities of each Employee, it is recognized that the responsibilities include the following:

**7.111** The performance of all duties with reasonable diligence and in a professional manner.

**7.112** The prompt notification to the Employer of any physical or mental condition of the Employee which may temporarily or permanently impair the ability of the Employee to discharge her responsibilities.

**7.113** The prompt notification to the Employer of any defective condition in the physical facilities of the District which may cause injury or damage in order that the Employer may provide proper maintenance.

**7.114** Compliance with all applicable laws, regulations, policies and directives which are not contrary to law or to this Agreement.

**7.115** The avoidance of tardiness or absence and the reasonable anticipation of any event which will necessarily result in tardiness or absence and the prompt reporting of any such tardiness or absence to the Employer.

**7.2 Personnel File.** An Employee shall be given prompt written notice of the intention to insert any materials in her personnel file which adversely reflect on the character of the performance of her duties. If the Employee believes that the material is inaccurate she may within ten (10) days following notification of the Employer's intention to insert such material in her personnel file, submit a written statement concerning such material, which statement will be attached to such adverse material and placed in her personnel file.

**7.3 Seniority.** Seniority shall be defined as the length of service within the bargaining unit. Accumulation of seniority shall begin on the employee's first working day.

**7.31** Effective 7/1/96, a unit member will gain a full year's seniority for a contract year totaling 1600 hours of work. Part-time members will have a seniority year prorated based upon the 1600 hour base. Seniority will be determined by the most recent date of hire.

**7.32** An employee shall be in a probationary status until she shall have satisfactorily completed sixty (60) work days of employment at which time her seniority shall revert to the first day of work. During such probationary period, the Employee shall not be eligible for paid sick leave, vacation time or personal business leave.

**7.33** Laid-off or discharged probationary employees shall have no recourse to the terms of this Agreement.

7.34 The seniority list shall be adjusted annually and distributed to members of the bargaining unit by the 2nd Friday of October.

7.35 **Loss of Seniority.** Seniority shall be lost on the termination of the employment relationship. The employment relationship shall terminate if an employee:

- A. Voluntarily quits
- B. Retires
- C. Is totally and permanently disabled (as determined by an outside medical expert.)
- D. Is discharged and not reinstated
- E. Is laid off and not recalled pursuant to Article 7.4, or
- F. When an employee transfers to a non-unit position within the School District, her seniority shall be frozen and cease to accumulate. Such employee may return to a bargaining unit position provided there is either a newly created position or an existing vacant position; and further provided that such move does not result in the loss of a bargaining unit position.

7.4 **Layoff and Recall.** If the number of Employees shall be in excess of the current requirements of the Employer, the Employer shall have the right to reduce the number of Employees. The Employee shall be given fifteen (15) days written notification of such reduction.

7.41 **Procedure.** The Employee with the least seniority shall be laid off first. In the event of a reduction in excess of two (2) work hours, an employee may claim seniority for the purpose of maintaining full-time status, provided the senior employee is qualified to perform the duties of the position to be staffed.

7.42 **Recall Procedure.** The Employer shall re-hire Employees in the inverse order in which they were laid off provided the senior Employee is qualified to perform the duties of the position to be staffed.

7.43 **Notice of Recall.** The Employer shall give written notice of recall by sending a certified letter to the Employee at the last address furnished to the Employer in writing. If the Employee fails to report to work within seven (7) days of the mailing of the notice of recall, unless an extension is granted by the Employer, the Employee shall be considered as a voluntary quit and shall thereby terminate her employment relationship with the Employer. The obligation of the Employer to rehire an Employee shall terminate eighteen (18) months following such layoff.

7.5 **Discipline.** No Employee shall be discharged or disciplined without just cause.

### **ARTICLE VIII - GRIEVANCE PROCEDURE**

It is the objective of the parties to resolve disputes at the earliest possible time through normal administrative procedures. Accordingly, an Employee grievance shall not be deemed to exist until such Employee has discussed the subject matter of the possible grievance with the supervisor designated by the Employer. Such discussion must take place either no later than ten (10) days after the event which the employee alleges gave rise to the possible grievance or no later than ten (10) days after the Employee had or should reasonably have had knowledge of the event. The Employee shall inform the supervisor that the discussion relates to an alleged contract violation and that the potential for a subsequent grievance exists. The immediate supervisor shall be afforded up to five (5) days after the discussion to resolve the Employee's complaint.

### **Step I**

If the complaint is unresolved by the disposition of the supervisor, the Employee must, within ten (10) days of the response of the immediate supervisor, but no later than twenty (20) days following the event, file a written grievance with the supervisor on the form appended to this Agreement. At a minimum, the grievance must contain the section(s) of the contract allegedly violated, the remedy sought, and the signature of the grievant. The supervisor shall respond in writing within five (5) days and return the form to the grievant.

### **Step II**

If the grievance is unresolved by the disposition at Step I, the grievant must, within five (5) days of the response in Step I, advance the grievance to the Superintendent or his designee. At the request of the Employee, the Superintendent or his designee will schedule a formal conference with the grievant and/or union representatives in an attempt to resolve the dispute. Within five (5) days following such conference, or within five (5) days following receipt of the grievance, if no conference is requested, the Superintendent or his designee shall respond in writing and return the form to the grievant.

### **Step III**

If the grievance is unresolved by the disposition at Step II, the grievant must, within five (5) days from the response at Step II, advance the grievance to Step III by filing the grievance form with the office of the Superintendent. At the time of such filing the grievant shall elect to process the grievance by means of either A or B below.

1. Within ten (10) days following such filing, the grievance committee of the Board of Education shall meet with the grievant and, at his or her discretion union representatives, in an attempt to resolve the dispute. Within five (5) days following such conference, the Board shall respond in writing and return the form to the grievant.
2. The grievance shall be submitted to a mediator appointed by the state mediation service. If the Employer and the grievant are unable to reach an amicable settlement within five (5) days of a mediation hearing, unless extended by mutual agreement, proceedings pursuant to Step III shall be terminated.

### **Step IV**

If the grievance is unresolved by the disposition at Step III, the grievant may, within fifteen (15) days from the response at Step III A, or within twenty (20) days following the mediation hearing at Step III B, advance the grievance to arbitration by filing the grievance form with the office of the Superintendent. The following protocol shall apply:

1. An arbitrator may, within fifteen (15) days of filing be appointed by mutual agreement of the parties.
2. In the event the parties do not agree to an arbitrator, the grievance shall be submitted to the American Arbitration Association.
3. The decision of the Arbitrator shall be final and binding, provided that, within ten (10) days following receipt of the award, neither party applies to a court of competent jurisdiction for determination of the grievance de novo.
4. Fees charged by the Arbitrator and/or the Arbitrator's organization (if applicable) shall be shared equally by the parties unless the Arbitrator for cause shall determine otherwise. Each party shall be responsible for its own costs.

### **Power of the Arbitrator**

1. The Arbitrator shall have no power to vary from the terms of this Agreement or to determine that any provision is contrary to any constitution, statute or regulation, it being expressly understood that such determination shall be made by the appropriate court of law. The Arbitrator's decision must be drawn from the essence of the Agreement rather than on his or her personal idea of equity.

2. No evidence shall be introduced during the Arbitration Hearing which has not been disclosed to the other party at least five (5) days prior to the hearing.
3. The Arbitrator shall have no power to rule on disputes pending before any administrative tribunal, agency, or court of law.

**Miscellaneous Provisions**

- A. The parties agree that time lines are of the essence, and they therefore shall be strictly followed unless mutually extended by the parties.
- B. Any grievance or request for advancement to the next step which is not made within the prescribed time shall be considered withdrawn and any further proceedings shall automatically terminate. Failure by the administration to respond at any step within the timeline shall be deemed a denial of the grievance.
- C. The parties may agree to waive certain steps of the grievance procedure.

**ARTICLE IX - DEFINITIONS**

**9.1 Interpretation.** Whenever possible each provision shall be interpreted in such manner as to be effective and valid under applicable State or Federal law, but if any provision shall be prohibited or be deemed invalid, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**9.2 Captions.** Captions are included only for convenience or reference and shall not modify in any way the language of any Article, Section, or Provision contained in this Agreement to which such captions may refer.

**9.3 Gender.** Whenever in this Agreement the feminine gender is used, it shall be deemed to include the masculine gender and vice versa.

**9.4 Definition.** For all purposes of this agreement (except Article 2.24), "days" shall mean "work days." Work days shall be defined as days that the Administrative Offices are open for business.

**ARTICLE X - CONTRACT ADMINISTRATION**

**10.1 Notices.** Any written notice given pursuant to this Agreement, unless personally served, shall be deemed to have been received, three (3) days following its deposit in the United States Mail, postage prepaid, when addressed as follows:

- |                 |  |
|-----------------|--|
| A. Employer:    | Office of the Superintendent<br>Parchment School District<br>520 North Orient<br>Parchment, MI 49004 |
| B. Association: | MESPA<br>5600 Portage<br>Kalamazoo, MI 49002   |
| C. Employee:    | As set forth in the records of the Employer  |

**10.2 Scope, Waiver and Alteration.** This Agreement is intended to set forth the entire understanding between the parties and each party waives the right to enter into negotiations on any subject during the term of this Agreement, unless the Agreement makes express provision therefore. No alteration or modification of this Agreement shall be effective unless executed in writing by the parties. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of the Agreement.

**10.3 Reclassification.** In the event the duties of a job change significantly, such that the possibility of reclassification exists, as defined in the Classification Study of Secretarial Positions Final Report, June, 1986, the parties mutually agree to negotiate such reclassification based on said Final Report.

**10.4 Prohibited Activity.** The Association agrees that it will not directly or indirectly engage or assist in any strike as defined by Section one of the Public Employment Relations Act.

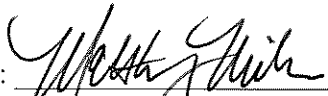
**10.5 Emergency Manager.** An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.


**10.5 6 Effective Date and Termination.** This Agreement shall commence as of July 1, 2011 and shall continue in full force and effect until midnight, June 30, 2012.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of January 17 , 2012.

**PARCHMENT SCHOOL DISTRICT,  
COUNTY OF KALAMAZOO, MICHIGAN**

**PARCHMENT EDUCATIONAL ASSOC.  
ORGANIZATION/MICHIGAN EDUCA-  
TIONAL SUPPORT PERSONNEL ASSOC.**

By:   
\_\_\_\_\_  
Matthew J. Miller  
Superintendent

By:   
\_\_\_\_\_  
Paula Smeed  
President

**SCHEDULE "A"**

**BASIC COMPENSATION**

**Section 1: Classifications**

- I. Media Secretary
- II. Program Secretary  
Accounting Assistant  
General Secretary - High School  
Student Records Secretary  
Summer School Secretary
- III. Secretary to the Principal - Elementary Schools  
Secretary to the Principal - Middle School  
Secretary to the Principal - High School  
Curriculum Secretary
- IV. Accounting Section Leader  
Payroll Section Leader

**2011-2012**

	<u>1st Year</u>		<u>2nd-5th Years</u>		<u>6th-9th Years</u>		<u>10th + Years</u>	
	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>	<u>Index</u>	<u>Rate</u>
I.	1.000	\$12.49	1.027	\$12.83	1.054	\$13.16	1.081	\$13.50
II.	1.090	13.61	1.117	13.95	1.144	14.29	1.171	14.63
III.	1.170	14.61	1.197	14.95	1.224	15.29	1.251	15.62
IV.	1.250	15.61	1.277	15.95	1.304	16.29	1.331	16.62

**Section 2: Longevity Pay.** Beginning with the tenth (10th) year of service in the Bargaining Unit, an employee shall be entitled to receive longevity pay. Longevity shall be increased at the beginning of each subsequent year of service to the School District according to the following schedule. Provided, that In the 2011-2012 school year longevity advancements shall not occur until the mid-point of an eligible employee's work year, so that the employee will receive one-half of the increased longevity amount resulting from the advancement. Example: At the beginning of the 2011-2012 school year and in the 2010-2011 school year, the employee was placed at Year 12 Longevity at \$1,065. Upon completion of the mid-point of the employee's work year in 2011-2012, the employee will be moved to Year 13 Longevity but will receive \$1128.50 as a total longevity payment for 2011-2012.

Longevity payments for employees working less than 1600 hours shall be prorated based upon regularly scheduled hours per year worked at the time of eligibility. One-half (1/2) of the applicable amount shall be paid on the first pay date in November. The remainder shall be paid on the last pay date in June.

<u>Year</u>	<u>2011-2012</u>	<b>For 52 Week Employees Only:</b>	
		<u>Years</u>	<u>2011-2012</u>
10	814		
11	939		
12	1,065	15	1,352
13	1,192	16	1,480
14	1,316	17	1,606

**Section 3: Retirement.** The Employer will pay the contribution to the Michigan Public School Employees' Retirement Fund for each Employee employed under the provisions of this Agreement.



**SCHEDULE "B"**

**FRINGE BENEFITS**

**Section 1: Vacation.**

- A. **Twelve-Month Employees.** Each twelve-month Employee shall be entitled to have a vacation with pay at a time mutually agreeable to the Employee and the Employer in accordance with the following schedule, namely:

<b><u>Employment Period</u></b>	<b><u>Vacation Allowance</u></b>
After One (1) year of uninterrupted service	Ten (10) work days
Beginning with the Seventh (7th) year of uninterrupted service	Fifteen (15) work days
Beginning with the Thirteenth (13th) year of uninterrupted service	Twenty (20) work days

- B. **Other Employees.** Each Employee, other than a twelve-month Employee, who works at least forty (40) weeks during a fiscal year shall be entitled to receive a vacation bonus upon completion of the employment period in accordance with the following schedule, namely:

<b><u>Employment Period</u></b>	<b><u>Vacation Bonus</u></b>
One (1) to Five (5) years of uninterrupted service	One (1) week's pay
Six (6) to Nine (9) years of uninterrupted service	One (1) week's pay plus one (1) day's pay for each additional full year of service beginning with sixth year
Ten (10) or more years of uninterrupted service	Two (2) week's pay

**Section 2: Holidays.** The following holidays shall be observed, namely:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
July 4 <sup>th</sup>	Day before Christmas
	Christmas Day

An Employee shall receive regular compensation for the above holidays except that if the observed holiday falls on a day that school is scheduled the day shall not be a paid holiday. When holidays are observed on Saturday and/or Sunday it shall be observed on the previous Friday and/or following Monday. Employees will not be paid for those

holidays which fall during their unassigned time. To be eligible for holiday pay the Employee shall not be on unassigned time. Unassigned time shall be defined as time during which the Employee is not scheduled for duty. By way of example, 40 to 45 week employees are normally unassigned during Christmas break, spring break and summer recess. Unassigned time shall commence at the end of the regularly scheduled shift of the Employee and conclude at the start of the shift following such unassigned time.

**Section 3: Insurance.**

Subject to the provisions hereinafter set forth, each full-time Employee shall have the right to select one (1) of the following Plans, namely:

**Plan A.** The Employer, on behalf of each Employee who has completed the initial probationary period, agrees to contribute to MESSA Choices II (with a 10/20 prescription drug card) health insurance:

	<u>Employer Pays</u>
Self	\$400.00
Self + 1	\$850.00
Full Family	\$950.00

Also including: Delta Dental Insurance (70/60/60)  
 VSP - 2 Vision Insurance  
 \$5,000 Negotiated Group Term Life Insurance

The stated amounts above are for employees who work 2080 hours annually. The above will be reduced proportionately for employees who work less than 2080 hours annually. However, no employee shall receive less than the Delta Dental, the VSP 2 Vision monthly premium and \$5,000 Negotiated Group Term Life premium.

**Plan B.** The Employer, on behalf of each Employee who has been employed by the District for at least twelve (12) months agrees to pay the rate below for MESSA Choices II (with a 10/20 prescription drug card) health insurance without options during the contract period beginning July 1, 2011 and terminating June 30, 2012. Should a secretary whose spouse qualifies for insurance, or who herself qualifies for insurance elsewhere, elect insurance under this provision, the resultant net increase in cost to the district will be deducted from the overall increase in wages for the entire unit.

1. Employees working less than 2080 hours will have the Employer rate reduced accordingly. Members of the PEAO who were hired prior to January 1, 2007 and maintained continuous membership by employment will have the 1600 hour proration apply.

Employer Pays

2. The rate will be:
 

Self	\$400.00
Self + 1	\$850.00
Full Family	\$950.00

Also included: Delta Dental Insurance (70/60/60)  
 VSP - 2 Vision Insurance  
 \$5,000 Negotiated Group Term Life Insurance

**Plan C.** The Employer agrees to contribute up to \$252.00 monthly as Cash-in-Lieu through the payroll system. This amount will be reduced proportionately for any employee working less than 2080 hours annually.

Also including: Delta Dental Insurance (70/60/60)  
 VSP - 2 Vision Insurance  
 \$5,000 Negotiated Group Term Life Insurance

The aforesaid insurance benefits shall be subject to the following limitations and conditions, namely:

1. Regular Part-Time Employees. The contribution of the Employer shall be proportionately reduced for regular part-time Employees. Such proportionate amount will be calculated on the part-time employee's regularly scheduled hours per year rather than hours actually worked. No contribution shall be made for an Employee whose hours of employment are less than those required by the insurance carrier for membership in the group.
2. Duration of Coverage. If an Employee provides services for forty (40) weeks or more during a fiscal year, the Employer's insurance contribution shall extend for twelve (12) calendar months beginning October 1 and terminating September 30. If an Employee provides services for less than forty (40) weeks, the Employer's insurance contribution shall be reduced pro rata.

**Section 4: Payment for Unused Sick Leave.**

An Employee who has completed ten (10) or more years of service in the District and who retires or is involuntarily retired by reason of health, or dies while employed by the Employer, shall receive a cash payment equivalent to fifty per cent (50%) of the number of adjusted full-time days of unused accumulated sick leave credited on the date of the Employee's retirement or death. Payment shall be computed at the rate of \$45.00 per day. Payment will be based upon a contracted schedule base of an eight hour day for 40 weeks per year or 1600 hours per year with a maximum \$4,000.00 payment. If the Public School Employees' Retirement Act is amended to provide a benefit to an eligible Employee based upon unused accumulated sick leave, such benefit shall be deducted from any payment made pursuant to this provision. In the event of death, payment shall be made to a beneficiary designated by the Employee in writing, or in the absence thereof, to the Employee's estate.

This provision shall give no vested right to any Employee for payment for unused sick leave, it being expressly recognized and agreed that any such payment may be changed or eliminated in successor agreements and that an Employee's right to such payment shall be governed by the Payment for Unused Sick Leave provision, if any, set forth in the Collective Bargaining Agreement in the year of retirement, or death, as the case may be.

Union: \_\_\_\_\_

**EXHIBIT I**

**GRIEVANCE REPORT FORM**

\_\_\_\_\_  
Building

\_\_\_\_\_  
Assignment

\_\_\_\_\_  
Name of Grievant

Pre Grievance Resolution Information  
(to be completed by grievant)

A conference was held on \_\_\_\_\_ to discuss a possible infraction of the Master Agreement.  
Present were \_\_\_\_\_

As a consequence the conference, a grievance is hereby filed for formal processing.

\_\_\_\_\_  
Date of Filing

\_\_\_\_\_  
Date cause of grievance occurred

\_\_\_\_\_  
Signature of grievant

**STEP I - Immediate Supervisor**

Statement of grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section(s) of the contract allegedly violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Response of immediate supervisor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of immediate supervisor      Date

Advance the grievance to STEP II (check box if a conference is requested):

\_\_\_\_\_  
Signature of grievant      Date

Union: \_\_\_\_\_

STEP II - Superintendent or Designee

Response of Superintendent or Designee: \_\_\_\_\_

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\_\_\_\_\_  
Date of Conference  
(If requested)

\_\_\_\_\_  
Date of response

\_\_\_\_\_  
Signature of Superintendent  
or Designee

Advance the Grievance to STEP IIIA (Board of Education or its Committee):

**OR**

Advance the Grievance to STEP IIIB (Mediation):

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

STEP IIIA - Board of Education (Committee)

Board of Education (Committee) response: \_\_\_\_\_

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\_\_\_\_\_  
Date of Meeting

\_\_\_\_\_  
Signature of Board of Education  
Representative

\_\_\_\_\_  
Date

Advance the Grievance to STEP IV - Arbitration

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date