

AGREEMENT

BETWEEN

PINCKNEY COMMUNITY SCHOOLS  
BOARD OF EDUCATION

AND

PINCKNEY COMMUNITY SCHOOLS  
CENTRAL OFFICE SUPPORT STAFF



*Education. Innovation. Possibilities.*

Effective

January 1, 2021 through June 30, 2022

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**A. WAGES** (Salary Schedule on last page of Agreement)

Base pay rates are listed in Appendix A.

**B. SICK LEAVE**

1. Each employee covered by this Agreement in Classification 1 and 2 shall be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month: 12 month employees received 12 days per year; 10 month employees receive 10 days per year and part-time employees are prorated. All days cumulative to fifty-five (55) days at the end of any fiscal year. Sick leave for Classification 3 shall be five (5) days per year.
2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury. Medical, dental, optical examinations or treatment shall be allowed. Sick leave days may be used for resident family illness or for the critical illness of non-resident children, mother, father, step-parents, brother or sister or spouse.
3. An employee hired prior to December 18, 2020 who has accumulated ten (10) years of service upon leaving the school system shall receive up to fifty-five (55) days sick leave at full pay for their unused accumulated sick leave days. Employees hired December 18, 2020 or later who have accumulated ten (10) years of service upon leaving the school system shall receive up to fifty-five (55) days sick leave at \$50 per day. Upon death, payment is made to the named beneficiary on the school life insurance policy.
4. Sick day pay-out each year for sick leave days over fifty-five (55) will be paid at 50% of daily rate of pay, calculated as of June 30 each year and paid out in July.

**C. PERSONAL LEAVE**

All employees in Classifications 1 and 2 shall be entitled to a total of four (4) personal leave days; prorated for part-time employees. Employees in Classification 3 shall be entitled to two (2) personal leave days per year. Any of the employee's unused personal leave days shall be accumulated into the employee's sick leave bank in addition to his/her normal accumulation.

**D. INSURANCE COVERAGE**

**Plan A, C, D, E (For employees electing health insurance)**

Bargaining unit members may elect options from Livingston County Health Care Consortium. The Board shall pay 97.5% of the PA 152 2021 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2021 through December 31, 2021, and will pay 97.5% of PA 152 2022 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2022 and continuing thereafter.

Association members enrolled in Plans A, C, D, or E shall be responsible, through payroll deduction, for all health/medical benefits plan costs that exceed the amounts contributed by the Board as specified above.

If a new agreement is not reached prior to January 1, 2023 any premium increase will be the responsibility of the employee.

Current LCHCC ancillary benefit levels are as follows:

Long Term Disability.....	60%; \$6,000 Maximum; 60 calendar day modified fill; freeze on offset;
Dental.....	75/75/75; annual max \$1,500: Ortho 75%; lifetime maximum \$1,000
Negotiated Term Life.....	\$20,000 with AD & D
Vision.....	VSP-2S

Plan B (For employees not electing health insurance)

Long Term Disability.....	60%; \$6,000 Maximum; 60 calendar day modified fill; freeze on offset;
Dental.....	75/75/75; annual max \$1,500: Ortho 75%; lifetime maximum \$1,000
Negotiated Term Life.....	\$20,000 with AD & D
Vision.....	VSP-2S
Cash Stipend .....	\$2,138 per year (pro-rated for less than 8 hours/day)

The employer will pay the full premium amount for Plan B. No insurance or cash stipend for Classification 3 employees.

Association members not currently participating in the District Section 125 Plan (FSA) for medical reimbursements, may access the Health Savings Account (HSA) associated with the Plans D and E. Association members in Plans A, B and C may participate in the District Section 125 Plan (FSA) for medical reimbursements.

1. The foregoing insurance programs shall be provided to the employee during a paid sick leave of absence plus an additional period of time for illness/disability not to exceed one (1) calendar year total time.
2. Board subsidies for insurance or fringe benefit coverage terminate at the end of the month of the effective date of the secretarial staff member's separation from the District.
3. It shall be the responsibility of the employee to make proper written application and to sign the appropriate enrollment and claims forms in order to access the insurance programs specified in this Agreement.
4. All disputes regarding coverage and claims processing shall be between the employee and the insurance policy holder and/or insurance carrier. Such disputes (except the employer's failure to make premium contributions specified in this Article) shall not be subject to the grievance procedure in this Agreement.

5. No insurance benefits will be offered to employees regularly scheduled to work less than 30 hours per week.
6. Subject to the rules of and approval by the insurance carrier, an employee not otherwise eligible for insurance benefits with premiums paid for by the employer may purchase insurance coverage at their own expense in the insurance programs then currently offered to other bargaining unit members. As a condition for purchase of the insurance coverage, the employee must submit a yearly written application to the district's business office during the open enrollment period and execute a payroll deduction authorization for the amount of the premium.
7. The employer will make payment of the total cost of premiums for a Section 125 Cafeteria Plan which will include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 Plan. If opting for the MESSA ABC Plan with an HSA, employees may not participate in the Section 125 for medical reimbursement, per federal law.
8. This article may be reopened at the request of the either party if the insurance rates become disproportionate with those of other major carriers.

**E. FUNERAL LEAVE**

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for death in the immediate family. This time is to be used to attend services and to settle the affairs of the deceased. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, step-parents, immediate parent-in-laws, brothers, sisters and paternal and maternal grandparents, grandchildren, foster children, and step-children. Additional time off will be granted for necessary time to travel to distant states for funeral service by the fastest transportation available. A slower method of transportation shall require time off without pay or additional time can be charged to the individual's sick leave bank. Funeral leave days will be prorated for part-time employees.

**F. VACATION**

1. Employees who are not scheduled to work the entire school fiscal year (July 1 through June 30) are not entitled to an annual vacation day allocation. Fifty-two (52) week employees who are scheduled and actually work shall receive the vacation allotment as specified below.

Employees shall earn their vacation time from July 1 through June 30 of each year. A newly hired employee shall receive a prorated amount of vacation allowance on the first day of July following their date of hire. Each year thereafter the employee shall receive his/her vacation allowance based upon the number of full years completed using July 1 as an anniversary date.

One (1) year service .....10 vacation days with pay  
 Two (2) years of service ..... 11 vacation days with pay

Three (3) years of service .....	12 vacation days with pay
Four (4) years of service .....	13 vacation days with pay
Five (5) years of service .....	15 vacation days with pay
Ten (10) years of service .....	16 vacation days with pay
Eleven (11) years of service .....	17 vacation days with pay
Twelve (12) years of service .....	18 vacation days with pay
Thirteen (13) years of service .....	19 vacation days with pay
Fourteen (14) years of service .....	20 vacation days with pay
Twenty (20) years of service .....	21 vacation days with pay

2. To be eligible for a yearly vacation allotment, a new 52 week employee must have worked eighty percent (80%) of his/her regularly scheduled working hours during a school fiscal year (July 1 - June 30).
3. Vacation requests are to be submitted in writing to the employee's immediate supervisor. The intent is not to allow one employee to monopolize a particular vacation period.
4. Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between July 1 and his/her termination date.
5. If an employee's workload does not permit utilization of all allotted vacation days within the current school year, an employee may carry up to five (5) days into the next school year, subject to supervisor approval.

**G. HOLIDAYS**

1. The employer will pay for the following holidays even though no work is performed by the employee as indicated and per regular number of hours employed on a daily basis:

New Year's Eve	Day before Thanksgiving (if not a school day)
New Year's Day	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	December 26 <sup>th</sup>
Good Friday	Two (2) floating holidays during Christmas Break
Thanksgiving Day	

If a holiday falls on Saturday or Sunday, a regular scheduled workday(s) before or after the holiday, at the discretion of the immediate supervisor, shall be given off with pay. Employees must work the day before and day after holiday to receive holiday pay.

**H. LUNCH**

Each employee shall have a thirty (30) minute unpaid lunch period.

**I. WORK YEAR**

<u>Classification</u>	<u>Work Weeks</u>	<u>Hours Per Week</u>
1	52 Weeks	40
2	52 Weeks	20
3	39 Weeks	40

1. Overtime will be paid at time-and-a-half (1½) after 40 hours of work in a one week period. Comp time may be granted in lieu of overtime as approved by administrator.
2. When school is cancelled district-wide as the result of severe weather, employees shall be paid for the day but shall not be required to report to work. If an employee is required to work on a day when school is cancelled or on a scheduled holiday, the employee will be compensated at time-and-a-half (1½) for hours worked in addition to the snow day/holiday pay.

**J. MILEAGE**

1. Mileage will be paid at the current IRS rate per mile for miles traveled while doing district business.
2. Mileage reimbursement forms must be submitted on a monthly basis.

**K. RETIREMENT**

The Employer agrees to pay the legally required contribution to the Michigan Public School Employee Fund for each employee included in this listing. The Board agrees to make payroll deductions for MPERS deductions subject to applicable law and regulations and upon the employee submitting a properly executed salary reduction agreement.

**L. LONGEVITY PAY**

For employees hired prior to December 18, 2020, a longevity payment will be made to employees in classifications 1 and 2 as follows:

<u>Years of Service</u>	<u>Amount</u>
After 3 Years	\$500
After 5 Years	\$1,000
After 7 Years	\$2,000
After 9 Years	\$2,500
After 13 Years	\$3,000
After 16 Years	\$4,000
After 20 Years	\$4,500

For 2020-21, this longevity payment will be paid on each anniversary date of the employee. Beginning 2021-22, this longevity payment will be based upon service as of

June 30 of each fiscal year and shall be paid on the first pay of the following December each year unless the employee resigns/retires and then it will be paid in their last pay. In calculating longevity, the employee must work and be paid for at least 75% of their work year for it to count as a year of service. If an employee resigns/retires prior to June 30, longevity will be prorated for that final year. Part-time employees will receive pro-rata portion. (Employee completes five years of service, currently working as 0.6 FTE and then receives 60% of longevity payment; employee completes three years of service, currently working as 0.5 FTE, then will receive \$250 for the 4<sup>th</sup> year instead of \$500).

For employees hired December 18, 2020 or after, a longevity payment will be made to employees in classifications 1 and 2 as follows: (Part-time employees receive pro-rata portion):

<u>Years of Service</u>	<u>Amount</u>
After 5 Years	\$500
After 10 Years	\$750
After 15 Years	\$1,000
After 20 Years	\$1.250
After 25 Years	\$1,500

For employees hired prior to December 18, 2020, longevity of \$300 per year will be provided for Classification 3 employees with at least three years in the position. Any employee in this classification hired December 18, 2020 or after will not be eligible for longevity.

**M. VACANCIES AND PROMOTIONS**

Whenever any permanent vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to be posted in every school building and Central Office. Vacancies occurring during the summer months shall be publicized on the district website.

**N. JURY DUTY**

Employees requested to appear for jury qualifications or service shall receive their pay from the Employer for such time as a result of such appearance or service less any compensation received for such jury service, up to a period of sixty (60) days.

**O. LAYOFF-RECALL PROCEDURE**

1. If a reduction in central office support personnel is required, employees in the specific position(s) being reduced or eliminated shall be laid off on the basis of seniority - those with the least seniority to be laid off first. Employees shall be given at least thirty (30) working days' notice of layoff. An employee scheduled to be laid off has the right to be administratively placed in a position for which he/she is qualified as specified below:
2. If the employee scheduled for layoff possesses sufficient seniority, he/she shall first be assigned to displace the least senior employee in the same pay Classification for which he/she is qualified.



3. If displacement cannot occur within the same pay Classification, the employee, if he/she possesses sufficient seniority, shall be assigned to displace the least senior employee in a lower pay Classification for which the employee is qualified.
4. An employee scheduled for layoff shall not be required to displace an employee in a lower pay Classification. The employee may elect to accept layoff rather than accept assignment to a lower pay Classification.
5. Employees shall be recalled on the basis of seniority - those with the most seniority shall be recalled first to a vacant position for which they are qualified. Recall rights shall be maintained for two (2) years from the effective date of layoff.

**P. CAREER ADVANCEMENT INCENTIVE**

1. As an incentive for continued growth and professional development, the Employer shall reimburse employees for time spent on professional development in a given year as follows:

10 Clock Hours	\$100
30 Clock Hours	\$250
60 Clock Hours	\$500

2. Furthermore, the following conditions apply toward payment of this incentive:
  - a. Hours of professional development that occur during employer-provided release time shall not count toward qualified hours.
  - b. Hours to be counted shall be pre-approved by the supervisor.

**Q. WORK-RELATED PROFESSIONAL DEVELOPMENT**

Upon the prior approval of the supervisor, reimbursement will be made for all work-related courses or other professional development activities.

**R. EVALUATION PROCEDURE**

1. Each employee's job performance shall be evaluated by the supervisor in the first year of employment. Upon a satisfactory evaluation in the first year, the employee shall be evaluated at least every three years.
2. A conference will be held between the employee and the immediate supervisor to discuss the contents of the evaluation. At the conclusion of the conference, the employee and the supervisor shall sign the evaluation instrument. A signature on the evaluation instrument does not indicate agreement with its contents but merely an indication that the employee has read the evaluation. In the event an employee disagrees with the written evaluation, he/she may exercise the option of attaching written comments to the evaluation instrument.

## **S. LEAVES OF ABSENCE**

1. The employee shall not lose accrued seniority nor shall she/he accumulate seniority while on an unpaid leave of absence.
2. Requests for leaves of absence shall be in writing and shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
3. An employee returning from a leave of absence shall be reinstated to the position he/she held when the leave began, or a like and similar position as necessitated by district needs. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work.
4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.
5. The employee may choose one of the following options for a childbearing/childcaring leave:
  - a. The employee may utilize accrued sick leave only for the purposes of disability due to pregnancy and childbearing. The employee shall return to work when her doctor verifies that she is physically able to return to work, or;
  - b. The employee may request a childbearing/childcaring unpaid leave for the purpose of bearing and caring of an infant child. Said leave may be granted by the Board for up to three (3) months, or;
  - c. The employee may utilize accrued sick leave for the purpose of disability due to pregnancy and childbearing and commence an unpaid leave for the purpose of childcaring when her doctor verifies that she is physically able to return to work. While the employee may combine sick leave for the duration of the disability and unpaid leave for childcaring after recovery, the total period of absence due to childbearing and childcaring may not exceed three (3) months.
6. An employee who has exhausted his/her accrued sick leave for any period of sick leave will be placed on an unpaid leave of absence for duration of the disability not to exceed one (1) year.
7. Family Medical Leave Act (FMLA). In order to implement the requirements of the Family and Medical Leave Act of 1993 (FMLA), the following will apply.
  - a. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the FMLA to a total of up to twelve (12) weeks per year.
  - b. A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the FMLA.

- c. The board may require an employee to utilize available paid time (sick leave, vacation, etc) and such time will be utilized in computing available time off under the FMLA.
- d. In the event an employee and his/her spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave is attributable to a serious health condition that makes the employee unable to perform the functions of his/her position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the FMLA.
- e. Insurance benefit payments will continue for an employee absent on a qualified leave under this section.
- f. Employees returning from such leaves will be returned to the same or an equivalent position.
- g. In the event this article or other portions of this agreement extend greater benefits to an eligible employee in relationship to qualified leave, the provisions of the agreement will prevail.

**T. GRIEVANCE PROCEDURE**

1. A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging violation of this Agreement shall within ten (10) days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same.
2. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and submit it to the supervisor. Within ten (10) days, the immediate supervisor shall respond in writing.
3. If the grievant is not satisfied with the response of the immediate supervisor, or if no disposition is made within ten (10) days of receipt of the grievance, the grievant may transmit the grievance to the Superintendent. The Superintendent shall meet with the grievant within five (5) days and shall respond in writing within ten (10) days of the meeting.
4. If the grievant is not satisfied with the response of the Superintendent, or if no disposition is made within ten (10) days of the meeting with the Superintendent, the grievant may request a meeting with the Board of Education. The grievance will be placed on the agenda of the Board's next regular meeting. The Board shall render a decision in writing within twenty-five (25) days of the grievance meeting. The decision of the Board is final.
5. The reference to days in this Article shall mean workdays of the district.

**U. DEGREE STIPEND**

Unit members in Classifications 1 and 2 will receive an additional stipend of \$150 per year for attainment of a job-related Associate’s Degree, and \$300 per year for attainment of a job-related Bachelor’s Degree. This shall be paid at the end of the fiscal year as additional salary.

**V. MISCELLANEOUS**

An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.

**W. SIGNATURE**

The terms and conditions of this Agreement will be in effect from January 1, 2021 through June 30, 2022.

The benefits and considerations listed here shall be subject to provisions of basic plans provided by the Pinckney Community School District.

Pinckney Community Schools

Pinckney Central Office Support Staff

\_\_\_\_\_  
Michelle Crampo, Board President

\_\_\_\_\_  
Ginny Pine, Payroll/Benefits

\_\_\_\_\_  
Bethany Mohr, Board Secretary

\_\_\_\_\_  
Judy Werner, Finance Assistant

\_\_\_\_\_  
Rick Todd, Superintendent

\_\_\_\_\_  
Date

**APPENDIX A  
SALARY SCHEDULE  
Effective January 1, 2021**

CLASSIFICATION 1	Step	Wage
Finance Assistant Curriculum/Superintendent Assistant Benefits/Payroll Accountant Data and Student Services Specialist	1	\$17.35
	2	\$18.16
	3	\$18.97
	4	\$19.67
	5	\$20.37
	6	\$20.78
	7	\$21.19
CLASSIFICATION 2		
Accounting Assistant	1	\$15.03
	2	\$15.53
	3	\$16.03
	4	\$16.53
	5	\$17.03
CLASSIFICATION 3		
Receptionist/Office Assistant	1	\$13.00
	2	\$13.50
	3	\$14.00

Other

COVID Vacation day rollover either roll into Sick Day Bank or take payoff for COVID vacation days per FTE at 50% of daily rate of pay. Employee to decide by December 31, 2020.

No steps granted for 2021-22