

**MASTER AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION**

**OF THE**

**SCHOOL DISTRICT OF THE CITY OF PONTIAC**

**AND**

**PONTIAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION –  
MEA/NEA**

**SEPTEMBER 1, 2005 – AUGUST 31, 2011**

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**MASTER AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF THE CITY OF PONTIAC  
AND  
PONTIAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, MEA/NEA**

This Agreement is entered into this September 1, 2008, by and between the Board of Education of the School District of the City of Pontiac, Michigan, hereinafter called the "Board," and Pontiac Educational Support Personnel Association hereinafter called the "Association." Whereas the parties have reached certain understandings with respect to hours, wages, terms and conditions of employment which they desire to confirm in this Agreement, the parties hereby agree to as follows:

**ARTICLE 1 – PURPOSE AND INTENT**

- Item 1     The general purpose of this Agreement is to promote orderly and peaceful labor relations for the mutual interest of the Board, the employee and the Association. The Board and the Association shall encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.
  
- Item 2     During the term of this Agreement, both parties shall meet at the request of either party for the purpose of discussing any provision of the Agreement.
  
- Item 3     The provisions of this Agreement shall be applied equally and without favoritism to all employees without discrimination as to sex, marital status, handicap, race, color, creed, national origin or political affiliation. The Board and Association will continue to work together to assure equal employment opportunities to all.
  
- Item 4     The terms "Board" and "Association" shall include authorized officers, representatives and agents. Despite reference herein, the "Board" and "Association" as such, each reserves the right to act hereunder by committee or designated representative.
  
- Item 5     The term "Employee" shall refer to personnel defined in the Recognition Article.
  
- Item 6     The Association shall establish a Personnel Relations Committee which shall meet periodically during the school year with the Executive Director of Employee Relations, or designated representative(s), as representative(s) of the Board to discuss matters of mutual interest concerning the District which fall outside the provisions of the Agreement. The purpose of these meetings shall be to provide a means whereby: items of concern to the Association may be brought to the attention of the Board representative(s) for consideration; items of concern to the Board representative(s) may be brought to the attention of the Association for consideration; information may be exchanged; a high level of mutual understanding may be maintained; and, matters pertinent to the general welfare of the Association and the Board may be discussed. In addition to the foregoing, the committee shall also discuss questions relating to job classifications and duties there under. Upon agreement of the joint committee, any revisions or modifications of the job classifications or duties there under shall be implemented.

## ARTICLE 2 – RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative “in respect to wages, hour of employment, or other conditions of employment” for all full-time employees working thirty (30) or more hours per week as: Clerical Assistants, Parent Coordinators, Teacher Assistants, Research Assistants, Vocational Assistants and Staff Assistants employed in the District.

The following classifications: Proctors, Community Assistant, Placement Assistant and Supervisory Assistant will be reviewed during the life of this contract to determine if stated classifications should remain part of the recognition clause.

## ARTICLE 3 – BOARD RIGHTS

Item 1 Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations.

Item 2 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

2.1 Manage and control its business, its equipment and its operations and to direct the workforce and affairs of the Board.

2.2 Continue its rights, policies, practices of assignments and direction of its personnel, determine the number of personnel and scheduling of all the foregoing and the right to establish, modify or change any work or business or school hours or days.

2.3 Direct the workforce, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the workforce, job content and to layoff employees.

2.4 Determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of disseminating, and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein. The Association recognizes the right of the Board to subcontract: however, the Board agrees that in exercising this right no employee will be laid off or suffer loss of any benefits as a result of subcontracting.

2.5 Adopt reasonable employee rules and regulations.

2.6 Determine the qualifications of employees, including physical conditions.

2.7 Determine number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relation of closing of offices, department, divisions or sub-divisions, buildings or other facilities.

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- 2.8 Determine the placement of operations, production, service maintenance or distribution of work and the source of materials and supplies.
- 2.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 2.10 Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
- 2.11 Determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria.
- 2.12 Establish course of instruction and in-service training program for employees and to require attendance at any workshop, conference etc., by employees, including special programs. Employees who are required by the Board to attend the aforementioned activities will do so at no cost to the employee.
- 2.13 Extend or curtail any or all services presently provided in that the fiscal capacity of the School District is predicted solely upon taxes and other public funds.

### ARTICLE 4 – ASSOCIATION AND EMPLOYEE RIGHTS

- Item 1 Nothing contained in this Agreement shall be construed to deny or to restrict rights conferred by the Michigan Employment Relations Act, the Michigan General School Laws, or application laws or regulations and the Constitutions of Michigan and the United States. The rights granted to employees in this Agreement shall be deemed in addition to those provided by Board policy or established procedure. The Board shall not directly or indirectly discourage employees in their employment of the above rights nor shall they be discriminated against in any way because of their activities in the Association to achieve these rights.
- Item 2 The Association shall be permitted to use school buildings for regular and special business meetings of the Association and for committee meetings on Association business, provided that such use is requested and can be arranged in advance without disrupting other commitments of use of premises and does not incur additional cost to the Board.
- Item 3 In response to reasonable requests, the Board shall provide the Association with information concerning the financial resources of the District, including the annual financial reports and audits, preliminary and final budget documents, treasurer's reports, agendas and minutes of Board meetings and membership data. Information on file in the personnel office on employees, as well as other recorded information that is readily available to assist the Association in representing employees, shall be available to the Association upon approval of the employee. Restricted or confidential information pertaining to the evaluation of an employee's performance prior to employment in the District and Board evaluations contained in the personnel file shall not be available to the Association. The Association shall assume the cost of copies when only the original is available.
- Item 4 The Association shall have the right to post notices of activities and matters of concern on employee bulletin boards, at least one of which shall be provided. The Association representative has the responsibility to maintain the bulletin board space assigned for Association use. All notices posted on

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this board must be signed by the Association representative if they are not identified as from the Association. A copy of any notice shall be forwarded to the Board on request. In no case shall obscene or scurrilous printed or written matter be placed on any bulletin board.

- Item 5 All notices required to be given by the Agreement shall be sufficient if mailed to the Board by interschool mail unless the terms of this Agreement indicate otherwise to such address as the Association shall direct in writing. All notices to be given to an employee shall be mailed by interschool mail unless the terms of this Agreement indicate otherwise. Notices required by this Agreement to be sent by ordinary mail shall be mailed to the last address recorded in the Personnel Office. It shall be the responsibility of employees to notify the Personnel Department and their immediate supervisor of any change of address and phone number within ten (10) calendar days of such change. If the employee does not do this, the Board's obligation is fulfilled and shall not be a factor in a grievance.
- Item 6 Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this shall not interfere with or interrupt the normal school operation, employee assignments, the instruction or management of pupils or special assignments of any district employees.
- Item 7 The Association shall appoint Representatives and alternate Representatives. No Representatives or alternate, regardless of when selected, shall function as such until the Board has been notified in writing by the President of the Local Association.
- Item 8 A Representative or alternate Representative having a grievance in connection with the Representative's own work may ask that another Representative or alternate or Association official assist in adjusting the grievance with the Supervisor.
- Item 9 Representatives and their alternates and other Association officials shall be permitted to engage in Agreement negotiations and the adjustment of grievances subject to the limitations set forth in this Agreement.
- Item 10 Employees selected by the Association to serve in Agreement negotiations shall be released from work with pay when negotiation meetings with the Board are scheduled during their regular work hours.
- Item 11 In each fiscal year, the Association shall be granted released time not to exceed twenty (20) days to enable officers and/or designated representatives to conduct out-of-district Association business. Requests for released time shall be submitted in writing and approved in advance by the Assistant Superintendent of Personnel/Employee Relations.
- Item 12 If an employee is complained against or sued as a result of any action taken by the employee while fulfilling job responsibilities, the Board shall provide legal counsel and render all necessary legal assistance to the employee in the defense. In addition, the Board shall provide protection to employees under its liability policy in the amount of \$1,000,000 judgment.
- Item 13 Employees shall have the right, upon request, to review the contents of their personnel file. The employee must make an appointment with the Director of Personnel. A representative of the Association may, at the employee's request, accompany the employee in his/her review.

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- 13.1 At the request of the employee, disciplinary reports, letter of reprimand, or other disciplinary action shall be expunged from the employee's personnel record after two (2) years. Any disciplinary action relating to unprofessional behavior as defined by the State Legislative Act 189 shall remain in the personnel file.
- Item 14 Copies of this Agreement shall be printed at the expense of the Board and presented to employees covered by this Agreement.
- Item 15 Any case of assault upon an employee as a result of carrying out their job duties schedule during work hours shall be promptly reported to the Board or its designated representatives. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the employee in connection with handling the incident by law enforcement and judicial authorities.
- Item 16 The Board shall reimburse the employee for damage or destruction of clothing or personal property worn by the employee while on duty or properly secured in an area designated by the building administrator. This reimbursement shall exclude personal property brought into the building unless previously approved by the building administrator. This reimbursement shall exclude claims under ten (\$10.00) dollars and the maximum allowed on any single claim shall be one hundred (\$100.00) dollars. Reports of such damage or destruction must be reported to the building administrator immediately upon knowledge. Evidence of amount of loss may be required. This reimbursement shall not be applicable if such damage or destruction is due to negligence on the part of the employee.
- Item 17 For current Para Educators electing to meet the requirements of (20 USC 6319 (c).) through an academic assessment, training shall be provided by the district in the following manner, utilizing district wide ½ day professional development days, 2 professional development days (Article 12 Section K), use of PLATO lab, and the district will pay and/or reimburse the employee for the registration cost for taking the local assessment (limited to one test) or whatever test the Michigan Department of Education deems comparable.
- Item 18 Effective January 1, 2006, an employee subject to the requirements of 20 USC 6319 (c) who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position of equal pay and hours as soon as such vacancy occurs; provided he/she does not otherwise apply for and receive such a position. In the event no such vacancy is available, he/she will be considered surplus and be subject to the provisions of Article 7, Section H, and further provided that said transfer shall not supercede the vacancy, transfer, layoff or recall provisions of the Agreement.

**ARTICLE 5 – ASSOCIATION SECURITY**

To the extent that the laws of the State of Michigan and the United States permit, it is agreed that:

- Item 1 Employees covered by this Agreement at the time it becomes effective who are regularly scheduled for twenty (20) or more hours per week and who are members of the Association at that time shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.
- Item 2 Employees hired after the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week shall be required as a condition of continued employment to become



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members of the Association or pay a service fee equal to the amount of regular monthly dues for the duration of this Agreement. They shall pay dues or a service fee to the Association by the tenth (10<sup>th</sup>) day after the thirtieth (30<sup>th</sup>) day following their probationary periods.

- Item 3 Employees hired prior to the effective date of this Agreement who are regularly scheduled for twenty (20) or more hours per week are required to become Association members or pay a service fee to the Association by the tenth (10<sup>th</sup>) day after the thirtieth (30<sup>th</sup>) day following their probationary periods.
- Item 4 Association members shall meet the conditions of this Article as long as they are no more than sixty (60) days in arrears in payment of dues or service fee. The Board shall be notified in writing by the Association of employees covered in Items 1, 2 and 3 of this Article who are sixty (60) days in arrears in payment of membership dues or service fee.
- Item 5 Employees may have their monthly membership dues or service fee deducted from their earnings by signing an authorization for check off of dues or fee form or make a single payment for the full year dues directly to the Association treasurer. The Association will provide the Board with signed authorization for check off of dues or fee form, which will state the amount of dues or service fee to be deducted.
- Item 6 ~~The appropriate Personnel Director shall meet once each month with a designated representative to~~ notify the Association of new employees recently hired including the date of employment and the location assignment and to notify the Association of recently terminated employees. A list of all substitutes currently utilized in the District will be made available to the Association.
- Item 7 The Association shall assume the legal defenses of any suit or action against the Board regarding this Article. The Association further shall indemnify and save harmless the Board for any cost including damages which may be incurred by the Board as a result of said suit or action, subject; however, to the following conditions: the damages have not resulted from negligence, misfeasance or malfeasance of the Board or its agents; the Association, after consideration with the Board, has the right to decide whether or not to appeal the decision with any court or other tribunal regarding the validity of the Article or the defense which may be assessed against the Board or tribunal; the Association's legal counsel has the authority to direct the defense of any lawsuit involving this Article; and the Association shall have the right to compromise or settle any claims made against the Board under this Article.

### ARTICLE 6 – HOURS OF EMPLOYMENT

- Item 1 The Board shall determine the hours of employment of employees. The total hours assigned each employee shall be determined by needs of each individual school program. Employees shall be offered the most hours available within his/her classification/building/program in accordance with seniority.
- Item 2 An unpaid lunch period, if applicable, shall be established by the immediate supervisor in accordance with the organizational pattern best suited to the building and/or department. Such lunch period shall not be considered a part of the regular paid workday, but if assigned, shall be a minimum of thirty (30) minutes.
- Item 3 Employees working more than four (4) hours per day, but less than six (6) hours, shall be entitled to one (1) fifteen minutes daily rest period. Employees working six (6) or more hours per day shall be

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entitled to two (2) fifteen minute daily rest periods. Rest periods shall be considered as a part of the regular paid workday and shall be taken at a time and in a manner that does not interfere with the efficiency of the work unit. The rest period is intended to be a recess to be preceded and followed by an extended work period; thus, it shall not be used to cover an employee's late arrival to work or early departure, nor shall it be regarded as accumulative if not taken.

- Item 4 The daily schedule will be adjusted to allow attendance of required meetings beyond the regular workday.
- Item 5 The Board may consider employment of one (1) full-time employee when two (2) part-time positions could be combined. For the purpose of this provision a part-time employee shall be one who works less than twenty (20) hours per week.
- Item 6 Employees shall receive time and one-half (1 ½) for all hours worked in excess of forty (40) hours in any workweek, or for work on Saturdays, Sundays, holidays.
- Item 7 The availability of overtime and the number of available hours shall be determined by the District. Overtime work shall be distributed equally to employees within the same job classification in the same building who have completed their probationary period. A continuous record of overtime hours charged to each employee by classification shall be kept by the building administrator, principal or immediate supervisor and shall be posted on the departmental bulletin board every pay period.

Effective with ratification by the parties in 2003, overtime shall first be offered to the most senior person, then the next senior, etc. in each classification until every person has been offered overtime at least once. After this has occurred (every person has been offered overtime at least once) thereafter, and for the life of the agreement, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours credited at that time. If this employee does not accept the assignment, the employee will be charged for the overtime hours involved and the employee with the next higher number of overtime hours credited shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. If an employee is absent when overtime is offered, the employee will move to the bottom of the rotation list.

### ARTICLE 7 – OTHER CONDITIONS OF EMPLOYMENT

#### Section A Transfers

- Item 1 A transfer is a lateral move from one building to another within the same job classification and with the same wage compensation.

Employees that are interested in changing positions shall submit a request form to the Personnel Department within the time specified on the posting.

- Item 2 Employees may be denied transfers under the provisions of this Article where such employees have received unsatisfactory written performance evaluations, or discipline during the twelve (12) month period prior to the requests for transfer.

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Item 3 Whenever permanent vacancies or new positions are posted, the most senior employee applying for the vacancy shall be selected. In areas where the particular position requires some testing and/or interviewing due to the technical or bilingual nature of the position, the appropriate test or interview may be given with the most senior qualified employee being the one selected. A position that has been vacated by an employee who has retired, quit or been discharged by the Board shall be posted no later than ten (10) working days after said employee vacates the position, unless the Board has notified the Association in writing within the ten (10) working day period that the position will not be posted and/or filled.

Whenever a permanent vacancy arises, the Board shall post a notice of such vacancy on each designated bulletin board of a period not less than seven (7) calendar days. The notice shall include a description of the job and any qualifications the successful candidate must possess, starting and ending times, the low and high wage of the position, location of the actual job site. Any employee interested in submitting a bid on any posted position shall do so in accordance with directions included on the posting. Permanent employees will be the only employees permitted to submit bids for permanent vacancies. In the event that there is no laid off and/or senior permanent employee qualified and available to fill said vacancy, the Board shall have the right to fill the vacancy with new and/or other non-bargaining unit employees.

In the event an employee cannot meet the responsibilities of the new position, or presents a reason acceptable to the Board indicating their inability to remain in the new position, that employee may, within thirty (30) calendar days, elect to return to his or her former position, if available. The new position shall then be reposted.

An employee must remain in the assigned classification for one (1) year except when awarded a position in a higher classification or when the Board determines that a transfer is necessary to fulfill the efficiency of designated operations.

Item 4 When involuntary transfers from one building to another are necessary, volunteers will be solicited with preference going to the employee with the most seniority.

Item 5 If an involuntary transfer is necessary, the employee in the affected building with the least seniority will be transferred first.

Item 6 Administration shall only make internal transfers which are in the best interest of the instructional program and upon five (5) days notification to the affected employee with a copy to the Association, except in cases of emergency. Individuals awarded positions as a result of an internal transfer shall not be transferred from that position for at least one (1) semester, unless another transfer is necessary for the good of the instructional program.

Item 7 An involuntary transfer shall not include a reduction in the affected employee's hourly rate of pay and hours worked.

Item 8 Temporary assignments shall not exceed a period longer than ninety (90) workdays.

### Section B Postings

Job vacancies in positions of twenty (20) hours or more per week shall be posted in all schools seven (7) calendar days during the regular school year prior to the filling of vacancies. Job vacancies will be posted on the staff bulletin board. A copy of job postings and notification of employees awarded posted vacancies shall be sent to the

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Association President by the Board in writing. Postings shall state whether a position is permanent or temporary, location, length of work year, hours of work, job description, qualifications and date available. Positions will be awarded within thirty (30) calendar days after the expiration of the posting period, provided a qualified candidate has applied for and accepts the position. In the event a posted vacancy is not to be staffed, employees responding to the posting and the Association President shall be notified in writing.

### Section C Summer Postings

A notice of potential summer work opportunities will be posted on or about June 1. Employees who are interested in working during the summer must complete a Summer Job Application Form and return it to the Personnel/Human Resources Office within the seven (7) day posting period. Only employees who have submitted a Summer Job Application Form have the right to be considered for summer positions.

Positions that arise after the initial posting will be filled from the pool of employees, who have previously submitted timely Summer Job Application Forms, provided qualified employee(s) are available in the pool. The most senior qualified employee shall be selected to fill the summer position. If no qualified employees are available in the pool, the Board may exercise its discretion in filling the position(s).

The number of summer positions to be filled remains at the discretion of the Board.

### Section D Seniority

- Item 1 The first six (6) months of a new employee's employment shall be a probationary period. A probationary employee shall have no security in the classification in which employed and may be discharged any time during the probationary period, if in the opinion of the Board the employee is not suited to the District's needs.
- Item 2 An employee continued in employment for more than six (6) months shall have seniority rights within the District. Such seniority shall be computed from the date of employment in this unit and is defined as length of continuous service in this unit.
- Item 3 Seniority shall not be interrupted by reason of sick leave or leave of absence authorized by the Board. All seniority rights shall terminate by reason of layoff after eighteen (18) months from the date of layoff or if the employee fails to return to work when recalled in accordance with the Recall Section in the Article.
- Item 4 The Board shall maintain an up-to-date seniority list at all times and make this available to the Association upon request. The seniority list shall include the employee's name, job title, work location, rate of pay, number of hours worked and date of hire.
  - 4.1 If two (2) or more employees have an identical period of bargaining unit seniority, seniority shall be determined by the last four (4) digits of their social security number when considered as a whole number. The employee with the highest number will be considered the most senior (e.g., 8765 is higher than 5678).
- Item 5 An employee's seniority shall terminate if the employee:

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- 5.1 Quits, retires or is discharged, unless the discharge is reversed through the grievance procedure;
- 5.2 Is absent from work for three (3) consecutive days without notifying the supervisor prior to such three (3) day period of a justifiable reason for such absence if it was possible for such notice to be given.
- 5.3 Following a layoff for lack of work or funds, the employee fails or refuses to notify the Board of his/her intention to return to work within three (3) calendar days after written notice, sent by certified mail of such recall, is sent to the employee's last address on record with the Board or, having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after the receipt of such notice or upon the day established for the employee's return, whichever is later. Additionally, employees subject to layoff shall be provided a Xeroxed copy of this Agreement.
- 5.4 Fails to request a leave of absence or does not return to work within three (3) workdays immediately following the termination of a leave of absence or vacation, unless, in the latter case, the employee presents a justifiable reason acceptable to the Board that it was impossible for him/her to return at the expiration of such leave or vacation.
- 5.5 Is laid off for lack of work or funds for a continuous period equal to the seniority which the employee had acquired in the bargaining unit at the time of layoff or eighteen (18) months, whichever is greater.
- 5.6 Notwithstanding the above, this section shall not be deemed to include all grounds for discharge.

### Section E Health Requirements

- Item 1 New employees shall provide proof of freedom from tuberculosis no later than fourteen (14) days after employment. It must be current within the last year. In case free service is not available, employees shall furnish proof at their own expense.
- Item 2 Current employees shall furnish annual or triennial proof of freedom from tuberculosis as determined by the County Health Department. This may be done by x-ray or skin test.

### Section F Discipline

- Item 1 Disciplinary action shall include oral reprimand, written reprimand, suspension and dismissal. ~~Suspension and dismissal shall be only by the Personnel Department with the authority of the Board of Education.~~ Depending on the severity of the offense, discipline may begin with any disciplinary actions.
- Item 2 The purpose of discipline is corrective rather than punitive. No employee shall be disciplined without just cause.

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- Item 3 Discipline shall occur if the employee fails to perform the duties required of the position in an acceptable manner, neglects the duties and responsibilities of the position or demonstrates inappropriate behavior.
- Item 4 An employee may request and shall be entitled to have a Association representative present when being disciplined. Any disciplinary action shall be done in privacy and in a discreet manner. If an employee is given an oral reprimand, the supervisor shall state a reprimand is being given to the employee.
- Item 5 The employee shall be provided written notification at the conclusion of the investigation when the decision is to take no disciplinary action.

### Section G Evaluation

Each employee will be evaluated every third (3<sup>rd</sup>) year after the completion of the probationary period. Probationary employees will be observed and/or evaluated at the discretion of the Board.

Those employees being evaluated in a given school year will be notified individually in writing by the evaluating administrator no later than November 1.

The administrator, the employee and the classroom teacher, if appropriate, shall meet in a pre-evaluation conference as soon as possible after November 1 to discuss at least one mutually agreeable professional goal to be worked on during the school year. The employee, the administrator, and/or the classroom teacher will discuss strategies for accomplishing the goal, resources available to aid in the accomplishment of the goal and the desired outcomes. They shall set a mutually agreeable date for the submission of the employee's written plan for accomplishment of the goal.

At the pre-evaluation conference, the employee, administrator and classroom teacher will discuss whether observations will be scheduled by the administrator as part of the evaluation process. The final decision with respect to observation is reserved to the administrator.

If observations are to be scheduled, there shall be at least two scheduled at least one month apart. The time of the observation shall be determined by the administrator in consultation with the employee. All observations shall be reduced to writing and discussed with the employee. Another observation summary shall be given to the employee.

The final evaluation form will be discussed with the employee no later than June 1 of the school year and progress on the mutually agreed upon goal will be included in the discussion. A copy of the completed form shall be provided to the employee and shall be placed in the employee's personnel file.

If the administrator believes an employee is doing unacceptable work, the reasons shall be set forth in specific terms together with identification of the specific ways in which the employee is to improve, and of the assistance to be given by the employer towards that improvement. After a reasonable time for improvement, but within sixty (60) workdays, a follow-up review of any areas where performance deficiencies were reported shall take place.

It is understood that a classroom teacher shall provide input to be used by the administrator in the evaluation of classroom teacher assistants, and may perform one of the two observations. If one of the two observations is not done by the administrator, the first observation is rescinded.

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### Section H Layoff

- Item 1 Reductions in the workforce shall be effected through the following procedures:
- 1.1 Probationary employees in the affected classification and/or program shall be immediately laid off first.
  - 1.2 The necessary number of least senior employees in the affected classification and/or program shall then be laid off.
- Item 2 Employees to be laid off shall be given at least ten (10) calendar days advance written notice of the layoff except when the layoff is caused by circumstances beyond the Board's control.
- Item 3 In the event of temporary layoffs due to acts or occurrences not initiated or controlled by the Board, employees immediately affected may be laid off without notice and regard for seniority for a period not to exceed one (1) week. Temporary layoffs which exceed the one (1) week period shall be regulated by seniority applications.
- Item 4 Laid off employees must accept recall to positions with the same or higher rate of pay or with the same number of working hours as his/her original position for which he/she qualifies. Employees who refuse recall to positions with the same or higher rate of pay or same number of working hours shall be stricken from the recall list, and seniority shall terminate.
- 4.1 If an employee accepts a position, his/her name shall be removed from the recall list. The employee shall be able to bid on posted positions.
  - 4.2 An employee may refuse recall to a position with fewer hours than his/her original position without losing his/her rights to recall.
  - 4.3 An employee will inform the Board in writing at the time of layoff that he/she is interested in recall to a position. Failure to do so within ten (10) calendar days from the date of layoff will result in being stricken from the recall list.
  - 4.4 An employee who refuses recall to a position with fewer hours or a lower rate of pay shall not be offered recall to such positions.
- Item 5 Proposed reductions in personnel shall be reviewed with the Association prior to being submitted for approval by the School Board and implementation. These discussions will cover, but not be limited to, the necessity of reduction, the degree of reduction, the financial situation of the School District and the educational plans.
- Item 6 All bargaining unit members may bid on vacant positions. If a currently employed member of the bargaining unit is qualified and has more seniority, that employee will be awarded the position.
- Item 7 The Board will endeavor to employ qualified laid off bargaining unit members in classifications other than their original positions as soon as the existing recall lists for classifications are exhausted.

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- Item 8 An employee may use total accumulated bargaining unit seniority to replace the most junior employee in a classification that he/she is qualified to perform. Upon return the senior employee shall be paid according to his or her seniority on the salary schedule.
- Item 9 When a reduction in the workforce is necessary, or program/building closing, employees affected shall be able to exercise their seniority to bump the least senior employee in the bargaining unit. In this case, the employee must meet qualifications for the job as determined by the Board.
- 9.1 Employees identified for layoff may exercise their right to bump into a lower paying classification or fewer hours than his/her original position without losing his/her rights to recall.
- 9.2 Employees wishing to exercise their bumping rights must do so within ten (10) working days from the date of mailing of layoff notice.

### Section I Recall

- Item 1 Laid off employees shall be recalled in the order of qualification and seniority. The most qualified senior employee shall be recalled to the first opening in the classification from which the employee was laid off. When there are no more qualified seniored laid off employees in the classification in question, the next seniored laid off employees shall be recalled to the first vacancy outside of their original classification, provided that the Board has determined the employee is qualified for the position. An employee may refuse recall to a position outside of his/her original classification without loss of recall rights, subject to Article 7, Section H, Item 2. The Board shall fill vacant positions within the bargaining unit with laid off employees prior to hiring new employees, provided the laid off employee is qualified for the vacant position.

Recall shall be by written certified letter, return receipt requested, to the employee's last known address on file with the Board. The letter shall require that the employee report for work within five (5) calendar days after the date of delivery or proof of non-delivery.

The Board may discharge an employee who fails to inform the Board of his/her intention to return to work within five (5) calendar days after receipt of the written notice of such recall, or having notified the Board of his/her intent to return, fails to do so within five (5) calendar days after such notice is received or upon the day established by the Board for his/her return, whichever is later.

- Item 2 The Board shall remove an employee from the recall list if the employee has been laid off for lack of work or funds for a continuous period of eighteen (18) months.

### Section J Safety

The safety committee shall report to the Superintendent or designee recommendations which will improve the safety of the working conditions of employees. Two (2) members selected by the Association shall serve on the safety committee. The safety committee shall meet two (2) times a year or on an as needed basis to review the problems involving safety submitted by employees.



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### Section K Job Description

The Board shall provide general job descriptions for all classifications in the bargaining unit and maintain updated job descriptions. A joint labor-management job review committee shall be established and made up of no more than two (2) Association members, one (1) School Administrator and one (1) Personnel Administrator. The committee shall review job descriptions by June 30, 2004 and provide recommendations for change, if need be, to the designated Human Resource Administrator.

### Section L Substitutes

- Item 1 Substitutes shall work for not more than thirty (30) calendar days from the date a vacancy is identified, except as provided in Item 2 below.
- Item 2 Substitutes may be used to fill the position of an employee who is on an approved leave for the duration of such leave or the end of the fiscal year, whichever occurs first.
- Item 3 An employee will inform the Board at the time of layoff if he/she is interested in substitute work. Substitute work in the bargaining unit will be awarded by seniority from among those qualified who have so informed the Board.

## ARTICLE 8 – GRIEVANCE PROCEDURE

### Purpose

The purpose of the grievance procedure shall be to settle equitably, at the lowest possible supervisory level, issues which may arise from time-to-time within the definition of a grievance.

### Definition

An employee with a complaint considered to be a violation or misinterpretation or inequitable application of any of the provisions of the Agreement may register a complaint in the following manner:

#### Level One

The grievance must be presented to the immediate supervisor within five (5) workdays after the date of the occurrence or within twenty (20) workdays should extenuating circumstances exist. A written knowledge thereof or response will be provided within five (5) days.

#### Level Two

If the employee is not satisfied at Level One, a written grievance shall be filed with the designated administrator in the Personnel Department within five (5) workdays of the Level One hearing. The designated administrator in the Personnel Department shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and grievant shall be present at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

#### Level Three

If the grievant is not satisfied at Level Two, a written grievance shall be filed with the administrator designated to hear Level Three grievances within five (5) workdays of the written decision at Level Two. The administrator designated to hear Level Three grievances shall review the claim and provide a hearing within five (5) workdays of receipt of the claim. The Association representative(s), Board representative(s) and the grievant shall be present

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at this hearing. A written decision shall be issued to the Association and the grievant within five (5) workdays after the hearing.

### **Level Four**

If the Association is not satisfied at Level Three, the Association shall within fifteen (15) workdays of the written decision at Level Three and by written notice to the Board, request arbitration. The cost of the arbitrator's services, including expenses if any, shall be borne equally by the Association and the Board.

Within ten (10) workdays after such notice to arbitrate, the Association and the Board shall endeavor to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators will be made to the American Arbitration Association by the party seeking arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator. The arbitrator so selected will hear the matter as promptly as possible and will issue the decision within thirty (30) days from the date of the close of hearings. The arbitrator's decision shall be in writing and will set forth findings of facts, reasoning and conclusions on the issue submitted.

The arbitrator's powers stem from this Agreement. The arbitrator's function is to interpret and apply this Agreement and to pass upon alleged violations thereof. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement. The decision of the arbitrator shall be final and binding upon the Board, Association and grievant.

### **Association Representation**

The employee at any step in the grievance procedure may request and have representation. Representative/s shall be permitted a reasonable amount of time in which to investigate grievances and must get authorization from their supervisor prior to leaving job assignment.

### **Exceptions**

Nothing contained herein shall limit the right of an employee with a grievance to discuss the matter informally with any supervisory or administrative personnel, or to have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

### **Time Limits**

No grievance shall be processed unless it is presented within five (5) workdays of its occurrence or within twenty (20) workdays should extenuating circumstances exist. The time limits set forth in Level One through Four may be extended upon mutual consent of the parties. The time limits set forth herein or agreed upon shall be adhered to by both parties. In the event the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed settled on the basis of the Board's last answer at any level of the grievance procedure within the specified time limits, the Association may pursue the grievance at the next Level.

## **ARTICLE 9 – NO STRIKE CLAUSE**

Item 1 Association officers and/or employees for the term of this Agreement and/or while negotiations are in progress shall not authorize, sanction, condone, engage in or acquiesce in any strike as defined in the Michigan Public Act 336 and as amended or may be hereinafter amended by Public Act 379 or any other appropriate act.

Strike shall also be defined to include slowdowns, stoppages, sit-in, picketing, boycotts, work stoppage of any kind, the concerted failure to report for duty, the willful absence from one's position,

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the stoppage of work, or the abstinence in whole or in part from full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation or the rights, privileges, or obligations of employment and any other connected or concerted activities having the effect of interrupting work or interference of any kind whatsoever with the operation of any of the facilities of the District.

Item 2 In the event of any such violation of this Article, the Association shall endeavor to return the employees to work as expediently and quickly as possible by:

2.1 Delivering immediately to the Board a notice addressed to all employees repudiating such acts of the employees and ordering them to cease such acts and return to work; and

2.2 Taking such other action which it deems reasonable and appropriate to bring compliance with the terms of this Agreement.

2.3 Taking prompt, affirmative action to prevent strikes and picketing or any other action as described in this Article by notifying the employees and the public that the Association and its officers and membership disavow their actions.

Item 3 There shall be no liability for damages on the part of the Association if it promptly takes such action as indicated herein.

Item 4 Should difference arise between the Board on the part of the Association if it promptly takes such action as indicated herein.

Item 5 The Association agrees the Board has the right to discipline, including discharge, any or all employees who violate this Article.

## ARTICLE 10 – PAID LEAVE

### Section A Leave Days

Item 1 In August, each employee who regularly works thirty (30) hours or more a week for ten (10) months shall be advanced ten (10) leave days; each employee who regularly work thirty (30) hours or more a week for twelve (12) months shall be advanced twelve (12) leave days. New employees shall be advanced a prorated number of leave days after the completion of one (1) month of employment. These days may be used for the following reasons:

1.1 Floating leave day when school is not in session (excluding summer).

1.2 Personal illness, disability or quarantine of the employee.

1.3 Serious illness in the immediate household of the employee if it is necessary for the employee to attend to the needs of the individual who is ill.

1.4 Death in the family.

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- 1.5 Days when school is not in session (i.e. Friday before Labor Day, winter break, mid winter and spring break). Use of available leave days will be mandatory when school is not in session as determined by the Superintendent.
  - 1.6 The Superintendent will send advance written notice of five (5) calendar days to the affected employees and it shall be posted on the Association bulletin board in the affected buildings.
- Item 2 Proof of illness, disability or death may be required at any time.
- Item 3 The unused portion of the leave days shall accumulate without limit.
- Item 4 An employee injured on the job and approved to receive Worker's Disability Compensation wages (starting after an absence of seven (7) workdays) shall have time deducted from the employee's accumulated sick leave at the rate of one-half (1/2) day for each day for which compensation is received. The total income received from Worker's Disability Compensation and Board sick leave payments shall not exceed the employee's regular wage.
- Item 5 All leave accumulated by an employee shall be forfeited if the employee resigns or is dismissed.
- Item 6 The Board shall dock the pay of employees who use leave days advanced before they are earned.

### Section B Approved Leave Days

- Item 1 Three (3) days per school year may be used as approved leave days for employees who regularly work twenty (20) or more hours per week.
- Item 2 Approved leave days shall be deducted from accumulated sick leave.
- Item 3 Approved leave days shall not be cumulative.
- Item 4 Approved leave days may be used, but not limited to, for the following reasons:
- 4.1 Registration for on-campus college or university courses when such registration cannot be accomplished at a time other than the employee's regular work hours.
  - 4.2 Religious holiday which require absence from work.
  - 4.3 Transaction of legal business when it cannot be done at a time other than the employee's regular work hours.
  - 4.4 Emergencies such as home fires which require the employee's presence.
  - 4.5 Leaves denied by immediate supervisors may be appealed with the Director of Personnel.

**ARTICLE 11 – UNPAID LEAVE**

Item 1 Leaves of absence without pay may be authorized for employees upon the recommendation of the appropriate Personnel Director. Leave reasons and procedures are as follows:

1.1 Certified personal illness, disability or quarantine.

1.1.1 To apply for such a leave, a request must be presented in writing to the Personnel Department accompanied by proof of personal illness, disability or quarantine which has been certified by the employee's physician. The Board may require the employee to see a physician of its choice to verify the health condition.

1.1.2 In the event the personal illness or disability could affect the employee's ability to perform assigned responsibilities, the Board shall require the employee to provide on a monthly basis a physician's certificate that the employee is able to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

1.1.3 To return from such leave, the employee shall immediately notify the Board in writing of ~~termination of the illness, disability or quarantine, indicate anticipated return to work~~ date and provide a physician's certification of ability to perform assigned responsibilities. The Board may require the employee to see a physician of its choice to verify the health condition.

1.2 Serious illness, injury or disability in the immediate family (mother, father, sister, brother, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, grandparent or grandchild).

1.2.1 To apply for such a leave, a request must be presented in writing to the Personnel Department accompanied by proof of illness, injury or disability by an appropriate authority to certify the necessity for the employee to attend to family needs.

1.2.2 To return from such leave, the employee shall immediately notify the Board that the reason for the leave or condition no longer exists and indicate the anticipated date of return.

1.3 Education

1.3.1 To apply for such a leave, a written request must be presented to the Personnel Department accompanied by the study program which the employee is to pursue.

1.4 Association Representation

1.4.1 To apply for such leave, a written request must be presented to the Personnel Department accompanied by appropriate certification that the employee holds an elected or appointed full-time position with the Association.

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1.5 All employees entering active duty for the United States military service shall have return rights for employment governed by applicable Veteran Reemployment Rights Law, copy of which shall be kept on file in the Personnel Office.

Item 2 To be eligible for a leave of absence, an employee must have been employed by the Board at least two (2) years, except where leaves are required by applicable Federal and State law.

Item 3 Leave of absence shall be granted for a maximum of one (1) year and shall be renewable annually to a maximum of two (2) years. Seniority shall be broken and employment terminated if (1) the leave procedures are not followed, (2) a written request and appropriate certification for leave renewal is not made annually, (3) the employee fails to notify the Board when the unpaid leave reason or condition no longer exists, or (4) the employee accepts other employment while on leave.

Item 4 The employee's position will be guaranteed on return from a leave of absence if the employee returns from a leave of absence before the end of the fiscal year in which the leave was granted. An employee returning from a leave after the fiscal year in which the leave was granted, may exercise his/her seniority in his/her classification to bump the least senior employee in that classification.

4.1 In the event that the employee's position is unavailable as a result of a reduction in the workforce, reinstatement of an employee will be to a position of like nature and status.

Item 5 Employees regularly working less than twenty (20) hours per week shall be excluded from the provisions of this Article.

Item 6 An employee who qualifies for leave of absence shall submit a written request, accompanied by appropriate documentation, to the Personnel Department no later than four (4) calendar weeks after expiration of sick bank, or the last day of work, as appropriate. During this four (4) calendar week period, the employee's position and all benefits, less salary related thereto, will remain in full force and effect provided the employee:

6.1 Provides a physician's statement certifying the illness or injury and anticipated return to work date no later than seven (7) calendar days after expiration of sick bank or last day of work, as appropriate.

6.2 Makes reasonable effort to keep the immediate supervisor informed of the most likely date of return to work. Reasonable effort is defined as at least weekly telephone contact. If an employee fails to make such a reasonable effort and there are no mitigating circumstances related to the absence or the employee fails to report for duty or apply for a leave of absence prior to the expiration of the four (4) calendar week-period, such failure shall be considered a voluntary quit.

6.2.1 Another job is not a justifiable reason for absence.

Item 7 An employee requesting said leave may, with at least thirty (30) calendar days advance notice to the Director of Personnel, be granted a Career Option Leave for one (1) year, which may be renewable for one (1) additional year to explore career options outside of education. Such leave shall expire at the close of the school year in June. The employee must provide notice to the Director of Personnel by May 15<sup>th</sup> of the current year of resignation or intent to return or renew leave request, if applicable. Returning employee shall be expected to return for their scheduled workday in the new fiscal year.

Item 8 The employer agrees to adhere to the Family and Medical Leave Act of 1993 (FMLA) and its regulations and the State leave law and its regulations for all eligible employees in the bargaining unit. The leave year for FMLA shall be the same leave year used for the employer's entire workforce.

8.1 An eligible employee who has been granted an FMLA leave for the employee or a family member as provided by the Act, shall have the option to use accrued paid leave time and/or vacation time during the life of the FMLA leave for the purpose of maintaining pay.

## ARTICLE 12 – ECONOMIC FRINGE BENEFITS

### Section A Health Benefits

Item 1 Effective March 1, 2009, the Board shall pay the health benefit cost up to full family coverage for MESSA Choices II (3P) with a \$10/\$20 drug card with a \$100/\$200 deductible.

1.1 The Board shall provide each employee upon written application with health insurance for up to full family coverage. In 2010-2011 if the cost of insurance is greater than 8% of the rate paid in 2009-2010 the District and the Association agrees to review benefits.

1.2 The District will create a one time insurance drug card pool of \$30,000.00. Each employee upon submitting proof of payment of co-pay will receive ½ of their cost returned to them either \$5.00 or \$10.00 per prescription. The District will present to the Association quarterly reports on this pool of money.

Item 2 Pak B as per MESSA Choices II (3P).

Plan B For employees not electing health insurance.

- a. Long Term Disability – 60%
- b. Life Insurance - \$35,000 with AD&D
- c. Vision – VSP-3
- d. Delta Dental: - 100: 90/90/90: 1,500  
- \$1,500 max for class I and II

### Section B Life Insurance

The same as MESSA Choices II (3P).

### Section C Optical Benefits

The same as MESSA Choices II (3P).

### Section D Dental Benefits

The same as MESSA Choices II (3P).

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LTD Pak B

As per MESSA Choices II (3p).

**Section E Holidays**

- Item 1 Memorial Day, Thanksgiving, Friday after Thanksgiving, Christmas Eve, Christmas, (\*see attached letter of agreement), New Year's Eve, New Year's Day Good Friday and Easter Monday (\*see attached letter of agreement), are holidays for eligible employees without loss of pay providing the employee works the last workday prior to the holiday and the first workday after the holiday unless excused through legitimate illness. July 4 and Labor Day are paid holidays for employees scheduled to work on that date.
- Item 2 The Board may require a doctor's statement that the employee was disabled on the last workday prior to the holiday and/or the first workday after the holiday.
- Item 3 If a holiday falls on Sunday, the following Monday will be a holiday if school is not in session. If Monday is already a holiday, then Friday immediately prior to the holiday will be a holiday providing school is not in session. If a holiday falls on Saturday, the day of Friday immediately prior to the holiday shall be a holiday providing school is not in session. If an employee were to lose a holiday because school is in session, the employee shall be given a day off in lieu of the holiday on a day determined by the Board. All employees may not receive the same day, but shall be scheduled based on the District's needs.
- Item 4 The holiday pay shall be a sum computed by multiplying the employee's current hourly rate of pay times the number of hours in the normal workday.
- Item 5 Employees working less than twenty (20) hours per week shall not be eligible for this benefit.

**Section F Vacation**

- Item 1 Vacation days shall be granted to employees who work a full-time year assignment from September 1<sup>st</sup> to August 31<sup>st</sup>.

<u>Seniority</u>	<u>Vacation Days</u>
6-10 years	5 days
11 years plus	8 days

- 1.1 Vacation days for full-time employees in 52 week positions shall not be taken prior to being earned and certified on August 31<sup>st</sup> of each year.
- 1.2 Employees shall not be reimbursed for earned vacation time which the employee does not use. The Personnel Department may make exceptions if serious extenuating circumstances exist.
- 1.3 When a paid holiday falls in an employee's paid vacation week, the paid holiday shall not be charged as a paid vacation day.



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- 1.4 Seniority employees with six (6) or more years of service shall be paid their accrued vacation days upon resignation or retirement.
- 1.5 In the event of death, the employee's accrued vacation days shall be paid to his/her heir(s) or estate.
- 1.6 Unused vacation days shall not accumulate from year to year.
- 1.7 Vacation days will be granted September 1 following the completion of six (6) years of service in the District.

### **Section G Inclement Weather**

Should it be necessary for the District to close schools because of inclement weather, employees scheduled to work shall be paid the normal hours of pay provided the employee works the day prior to and the day following the day(s) the schools are closed, unless excused by the Board according to contractual agreement.

### **Section H Student Disturbance**

Should it be necessary for the District to close a school because of a student disturbance, the Staff Assistant is paid the normal hours of pay for that time, provided the employee works the normal hours toward the resolution of the disturbance.

### **Section I Mileage Reimbursement**

Mileage reimbursement for approved use of personal car in the performance of position responsibilities shall be at the maximum rate allowable under the Internal Revenue Code before such amount becomes taxable as income.

### **Section J Jury Duty and Court Service**

An employee who is summoned and reports for jury duty as prescribed by applicable law or who is subpoenaed to serve as a witness in a court action involving the Board arising out of employment shall be paid by the Board an amount equal to the difference between the amount of wages the employee would otherwise have earned by working for the Board on that day and the daily jury fees or witness fees paid or ordered paid by the Court. Such leaves shall not be charged against the employee's leave days. The employee shall submit proof of such services and amount of pay received.

### **Section K Staff Development**

The equivalent of two (2) workdays per year for each employee shall be provided for staff development. This session shall be jointly planned by a committee of employees, principals, the appropriate Personnel Director and the Executive Director of Employee Relations. These days shall be in addition to the normal workdays.

### **Section L Cost of Living Adjustment**

The economic adjustment in this Section shall not be in force during the term of this Agreement.

**Section M Tuition Reimbursement**

- Item 1 Twelve thousand (\$12,000) dollars shall be provided to reimburse employees for tuition costs for courses completed during the fiscal year (July 1 – June 30). The following shall be used to administer the reimbursement program:
- 1.1 Courses completed must be an institution approved in advance by the appropriate Personnel Director and related to the employee's service in the District.
  - 1.2 Employees shall submit a request for reimbursement for courses taken during the fiscal year (July 1 – June 30) on forms provided with an official transcript of credits, and with appropriate receipts, no later than July 15 of the following year. Reimbursement shall be made during the following September to employees who are employed in the District at that time.
  - 1.3 Employees shall be entitled to receive full reimbursement of tuition costs providing that the appropriation of twelve thousand (\$12,000) dollars is sufficient to meet all claims. In the event the cost of the claims exceed the appropriation, reimbursement shall be on a pro-rata basis.

**Section N Higher Classification Rate**

Employees who are assigned to the duties of a higher classification within this bargaining unit shall be compensated at the rate of that higher classification for the duration of that assignment.

**Section O Emergency Closing**

If a worksite is closed due to an emergency after the employee reports to work, employees shall receive their regularly scheduled hours of pay at the regular rate of pay or the number of hours actually worked, whichever is greater. The Board reserves the right to assign the affected employees within classification based upon the Board's needs in order of least seniority first.

**Section P Retirement Severance**

- Item 1 An employee who retires and who has applied for retirement under the State Retirement Board shall receive his/her current rate of pay at the time of retirement for one-half (1/2) of the first forty (40) days of accumulated paid leave time, and an additional two (2) full days pay for each ten (10) remaining days. The maximum severance payment shall not exceed thirty-eight (38) full days of pay.
- 1.1 The estate or heir of an employee who qualifies for severance pay at the time of death shall be paid the severance pay due under item 1.

**ARTICLE 13 – WAGE SCHEDULE**

Item 1 The wage schedule below to take effect 2005-2008 is a 1.5% wage increase to the wage re-opener.

<b>JOB CLASSIFICATION</b>	<b>STEP 1 0-5 YEARS</b>	<b>STEP 2 6-10 YEARS</b>	<b>STEP 3 11+ YEARS</b>
Clerical/Research Asst.	9.42	10.66	11.95
Service Officer./Lay Sup.	9.42	10.66	11.95
Teacher Assistant	9.42	10.66	11.95
1. Title I	9.42	10.66	11.95
2. Special Education	9.42	10.66	11.95
3. Bilingual	9.42	10.66	11.95
4. Early Childhood	9.42	10.66	11.95
5. Medicare	9.42	10.66	11.95
6. In-House Suspension	9.42	10.66	11.95
<b>Vocational Teacher Assistant</b>	<b>Step 1 0-5 Years</b>	<b>Step 2 6-10 Years</b>	<b>Step 3 11+ Years</b>
1. Aquatic	9.71	11.83	14.08
2. Building Trades, Welding, Auto Mech.	9.71	11.83	14.08
3. Cosmetology	9.71	11.83	14.08
4. Cook-General Foods	9.71	11.83	14.08
5. Childcare	9.71	11.83	14.08
6. Clerical	9.71	11.83	14.08
7. Robotics	9.71	11.83	14.08
8. Music (Accompanist)	9.71	11.83	14.08

**Step 2** may be accomplished with 6-10 years of experience with district, an Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Step 3** may be accomplished with 11+ years experience with district or a Bachelors Degree.

**Vocational Step 1** may be accomplished with 0-5 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Vocational Step 2** may be accomplished with 6-10 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Vocational Step 3** may be accomplished with 11+ years experience or Bachelors Degree.

Item 2 In 2008-2009 each active employee will be paid 1% off scale.

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Item 3 The wage schedule to take effect September 1, 2008 – August 31, 2009 contract year with 0% increase.

JOB CLASSIFICATION	STEP 1 0-5 YEARS	STEP 2 6-10 YEARS	STEP 3 11+ YEARS
Clerical/Research Asst.	9.42	10.66	11.95
Service Officer./Lay Sup.	9.42	10.66	11.95
Teacher Assistant	9.42	10.66	11.95
1. Title I	9.42	10.66	11.95
2. Special Education	9.42	10.66	11.95
3. Bilingual	9.42	10.66	11.95
4. Early Childhood	9.42	10.66	11.95
5. Medicare	9.42	10.66	11.95
6. In-House Suspension	9.42	10.66	11.95
Vocational Teacher Assistant	Step 1 0-5 Years	Step 2 6-10 Years	Step 3 11+ Years
1. Aquatic	9.71	11.83	14.08
2. Building Trades, Welding, Auto Mech.	9.71	11.83	14.08
3. Cosmetology	9.71	11.83	14.08
4. Cook-General Foods	9.71	11.83	14.08
5. Childcare	9.71	11.83	14.08
6. Clerical	9.71	11.83	14.08
7. Robotics	9.71	11.83	14.08
8. Music (Accompanist)	9.71	11.83	14.08

Item 4 The wage schedule to take effect September 1, 2009 – August 31, 2010 contract year with 1 1/4% increase.

JOB CLASSIFICATION	STEP 1 0-5 YEARS	STEP 2 6-10 YEARS	STEP 3 11+ YEARS
Clerical/Research Asst.	9.54	10.79	12.10
Service Officer./Lay Sup.	9.54	10.79	12.10
Teacher Assistant	9.54	10.79	12.10
1. Title I	9.54	10.79	12.10
2. Special Education	9.54	10.79	12.10
3. Bilingual	9.54	10.79	12.10
4. Early Childhood	9.54	10.79	12.10
5. Medicare	9.54	10.79	12.10
6. In-House Suspension	9.54	10.79	12.10
Vocational Teacher Assistant	Step 1 0-5 Years	Step 2 6-10 Years	Step 3 11+ Years
1. Aquatic	9.83	11.98	14.26
2. Building Trades, Welding, Auto Mech.	9.83	11.98	14.26
3. Cosmetology	9.83	11.98	14.26
4. Cook-General Foods	9.83	11.98	14.26
5. Childcare	9.83	11.98	14.26
6. Clerical	9.83	11.98	14.26
7. Robotics	9.83	11.98	14.26
8. Music (Accompanist)	9.83	11.98	14.26

**Master Agreement: PESPA 2005-2011**

**Step 2** may be accomplished with 6-10 years of experience with district, an Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Step 3** may be accomplished with 11+ years experience with district or a Bachelors Degree.

**Vocational Step 1** may be accomplished with 0-5 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Vocational Step 2** may be accomplished with 6-10 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Vocational Step 3** may be accomplished with 11+ years experience or Bachelors Degree.

Item 5            The wage schedule to take effect September 1, 2010 – August 31, 2011 contract year with 1 ¼% increase.

<b>JOB CLASSIFICATION</b>	<b>STEP 1 0-5 YEARS</b>	<b>STEP 2 6-10 YEARS</b>	<b>STEP 3 11+ YEARS</b>
Clerical/Research Asst.	9.66	10.93	12.25
Service Officer/Lay Sup.	9.66	10.93	12.25
Teacher Assistant	9.66	10.93	12.25
1. Title I	9.66	10.93	12.25
2. Special Education	9.66	10.93	12.25
3. Bilingual	9.66	10.93	12.25
4. Early Childhood	9.66	10.93	12.25
5. Medicare	9.66	10.93	12.25
6. In-House Suspension	9.66	10.93	12.25
	<b>Step 1 0-5 Years</b>	<b>Step 2 6-10 Years</b>	<b>Step 3 11+ Years</b>
Vocational Teacher Assistant			
1. Aquatic	9.95	12.13	14.43
2. Building Trades, Welding, Auto Mech.	9.95	12.13	14.43
3. Cosmetology	9.95	12.13	14.43
4. Cook-General Foods	9.95	12.13	14.43
5. Childcare	9.95	12.13	14.43
6. Clerical	9.95	12.13	14.43
7. Robotics	9.95	12.13	14.43
8. Music (Accompanist)	9.95	12.13	14.43

**Step 2** may be accomplished with 6-10 years of experience with district, an Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Step 3** may be accomplished with 11+ years experience with district or a Bachelors Degree.

**Vocational Step 1** may be accomplished with 0-5 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

**Vocational Step 2** may be accomplished with 6-10 years experience, State Certification/Associates Degree, or 60 credit hours from an Institution of Higher Education.

Master Agreement: PESPA 2005-2011

Vocational Step 3 may be accomplished with 11+ years experience or Bachelors Degree.

Item 6 The wage schedule takes effective September 1, 2008 – August 31, 2009 contract year.

JOB CLASSIFICATION	Step 1	Step 2	Step 3
Parent Coordinators	9.42	10.66	11.95

Item 7 The wage schedule takes effect September 1, 2009 – August 31, 2010 contract year with 1 ¼% increase.

JOB CLASSIFICATION	Step 1	Step 2	Step 3
Parent Coordinators	9.54	10.79	12.10

Item 8 The wage schedule takes effect September 1, 2010 – August 31, 2011 contract year with 1 ¼% increase.

JOB CLASSIFICATION	Step 1	Step 2	Step 3
Parent Coordinators	9.66	10.93	12.25

**Section A Longevity**

	07/08	08/09	\$ Amt	09/10	\$ Amt.	10/11	\$ Amt
Hired on or before	9/1/02	9/1/03	\$175.00	9/1/04	\$177.19	9/1/05	\$179.40
Hired on or before	9/1/97	9/1/98	\$350.00	9/1/99	\$354.38	9/1/99	\$358.01
Hired on or before	9/1/91	9/1/92	\$500.00	9/1/93	\$506.25	9/1/84	\$512.58
Hired on or before	9/1/87	9/1/88	\$625.00	9/1/89	\$632.81	9/1/90	\$640.72
Hired on or before	9/1/82	9/1/83	\$725.00	9/1/84	\$734.06	9/1/85	\$743.24

Item 1 Employment must be on a continuous basis; and an employee must be employed on December 1 each year in order to qualify for payment.

Item 2 Longevity payments will be split evenly between a payment to be made the first check in the month of January and the last check in June.

**Section B Experience Credit**

Item 1 Employees shall receive experience credit, step, provided the employee has served the School District for a period of six (6) months or more the previous year.

Master Agreement: PESPA 2005-2011 -

Item 2 Years experience specified in each Wage Schedule shall be defined as one (1) year's experience in that job and/or related classification in this District or two (2) related experience acceptable to the Board.

Section C College Credit

Employees who qualify for a new level on the wage schedule based on college credit must present an official transcript of credits earned prior to September 15.

ARTICLE 14 - DURATION OF THE AGREEMENT

Item 1 This Agreement incorporates the entire understandings of the Association and the Board in respect to wages, hours of employment, or other conditions of employment which have been the subject of negotiation. During the term of this Agreement, neither party shall be required to change any matter in this Agreement.

Item 2 This Agreement shall continue in full effect until 12:00 midnight on August 31, 2011.

2.1 If either party desires to terminate or modify this Agreement, written notice shall be filed sixty (60) days prior to the Agreement termination date.

2.2 This Agreement shall cover the period of September 1, 2002 through August 31, 2005.

2.3 This Agreement shall become effective upon ratification by the members of PESPA and approval by the School District of the City of Pontiac Board of Education.

Date 8-12-09

By [Signature]  
President

By [Signature]  
Secretary

PONTIAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION-MEA/NEA

Date 12 Aug 09

By [Signature]  
President

Date Aug. 12, 2009

By [Signature]  
Secretary

APPENDIX A

SCHOOL DISTRICT OF THE CITY OF PONTIAC

LETTER OF AGREEMENT

This letter confirms an agreement between the Pontiac Board of Education and Pontiac Educational Support Personnel Association – MEA/NEA, that the parties shall continue the job classification study, during the terms of this Agreement.

8/12/09  
Date

  
Board Representative

8/12/09  
Date

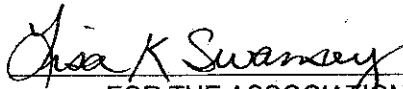
  
Association Representative



APPENDIX B

LETTER OF UNDERSTANDING  
BETWEEN  
THE PONTIAC EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
AND  
BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF PONTIAC

If a Drug and Alcohol Policy is put in place by the Board of Education of the School District of the City of Pontiac, the Pontiac Educational Support Personnel Association reserves the right to challenge the reasonableness of the policy for a period of thirty (30) days from the issuance of said policy. The Association reserves the right to file a grievance on behalf of any Association member who may face charges as a result of the policy.

  
FOR THE ASSOCIATION

  
FOR THE BOARD OF EDUCATION

12 Aug 09  
DATE

8/13/09  
DATE

**APPENDIX C**

**Letter of Understanding  
between  
The School District of the City of Pontiac  
and  
Pontiac Educational Support Personnel Association (PESPA)**

Whereas, the School District of the City of Pontiac has received \$78,000 from the FIA through the state of Michigan for a Behavior Support Room, and;

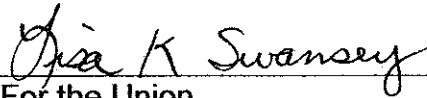
Whereas, the School District of the City of Pontiac desires to implement the concept of a Behavior Support Room at the Mark Twain Elementary School, and;

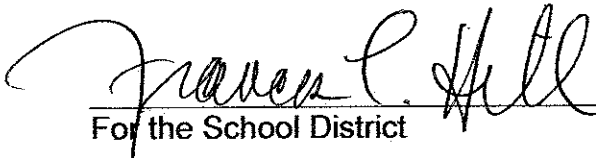
Whereas, the plan involves the employment of a Support Room Specialist, and;

Whereas, PESPA is willing to cooperate in the implementation of the Behavior Support Room on the following terms and conditions;

Now, therefore, the Parties have agreed as follows:

1. The District will proceed with the implementation of the Behavior Support Room during the 2003-2004 school year effective with the date of signing this Letter of Understanding.
2. Should the District receive funding from FIA or the State of Michigan for the continuation of a Behavior Support Room at Mark Twain Elementary during the 2004-2005 school year, then the position of support room specialist will be accreted into the PESPA bargaining unit.

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the School District

Dated 12 Aug 09 \_\_\_\_\_

Dated 8/12/09 \_\_\_\_\_

**APPENDIX D**  
**LETTER OF AGREEMENT**

The Board of Education for the School District of the City of Pontiac and the Pontiac Educational Support Personnel Association (PESPA)/MEA/NEA, agree that the terms and conditions of the 2002-2005 Master Agreement apply to all members of PESPA hired prior to the ratification of said Agreement, including those who may work less than thirty (30) hours per week. It is further agreed that all references to twenty (20) hours per week in the predecessor agreement are changed to thirty (30) hours per week in the 2002-2005 Master Agreement effective with ratification of the 2002-2005 Master Agreement.

8/12/09  
Date

12 Aug 09  
Date

Francis Hill  
For the Pontiac Board of Education

Lisa K. Swaney  
For PESPA/MEA/NEA

Letter of Agreement  
Between  
Pontiac Educational Support Personnel Association  
and  
The Pontiac Board of Education

The parties in an effort to reach an amicable agreement over an issue defined below have agreed to the following:

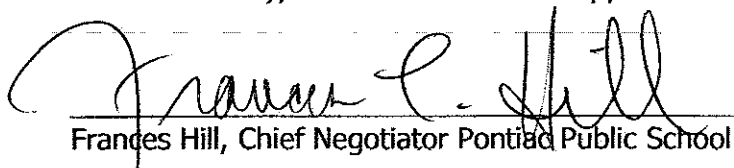
1. This agreement is without precedent or prejudice and may not be used in any other forum or proceeding except to enforce the specific provisions of this agreement.
2. The parties agree to address the impact that the Oakland School Common Calendar has had on the P.E.S.P.A. Collective Bargaining Agreement, Article 12 Section E Holiday for the years: 2008-09, 2009-10, 2010-11, 2011-12, 2012-13.
3. Further, the parties agree that each employee shall have the designated days listed below to be taken in lieu of specified Holidays that conflict with the Oakland Schools Calendar:

2008-2009	April 8, 2009
2009-2010	April 6, 2010
2010-2011	April 7 and 8, 2011
2011-2012	April 5, 2012
2012-2013	April 2, 2013
4. The parties agree that reference to the Holiday changes will be noted by and asterisk (\*) within Article 12 Section E and in the Table of Content, under Letters of Agreement.
5. The parties agree that in the event Oakland Schools (ISD) implements calendar changes that further impact P.E.S.P.A. members it will be subject to bargaining.



Lisa K. Swansey, Pontiac Educational Support Personnel Association

8/12/09  
Date

  
Frances Hill, Chief Negotiator Pontiac Public School

8/12/09  
Date

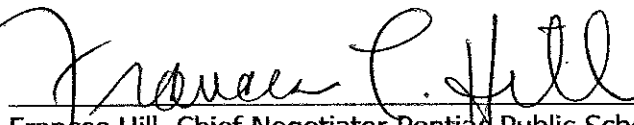
Letter of Agreement  
Between  
Pontiac Board of Education  
and  
P.E.S.P.A.

All Pontiac Educational Support Personnel members will be reimbursed 60% of Fingerprinting cost to comply with PA 112 (Public Act 112) and said funds will be paid through the District.

This is a one time only, non precedent setting resolution and settlement.

  
\_\_\_\_\_  
Lisa K. Swansey, Pontiac Educational Support Personnel Association

8/12/09  
Date

  
\_\_\_\_\_  
Frances Hill, Chief Negotiator Pontiac Public School

8/12/09  
Date

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