

# **MASTER AGREEMENT**

**Portland Public Schools Board of Education**

**and the**

**Portland Educational Support Personnel Association**

**2008-2010**

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## PREAMBLE

This Agreement is entered into by and between the Portland Board of Education, Portland, Michigan hereinafter referred to as the "Board" or "Employer" and the Portland Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the "Union".

The parties recognize that this Agreement was reached under the requirements of Act 336, Public Acts of 1947 as amended and that the parties are bound in the duties and responsibilities of that Act.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote early and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

## ARTICLE 1. RECOGNITION

- A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full time and regularly scheduled part time Secretaries, Clerical Assistants, Title I Paraprofessionals, Teacher Aides, General Aides, Material Center Aide, Transportation Aides, Media Center Specialist, Head Cook, Cashier-Manager, Satellite Cook, Kitchen Assistant and Server.

The terms of this Agreement are not applicable to the persons in the employ of the Board in the positions of:

Executive Secretary to the Superintendent of Schools, Assistant to the Director of Finance, supervisors, substitutes and all other positions.

It is further understood that the provisions of this Agreement do not apply to any student or temporary employees of the Board who

may occupy the positions listed above on a temporary or irregular basis, provided that such employees shall not cause loss of the then existing work or jobs.

- B. The Employer will not aid, promote or finance a labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for purposes of undermining the Union.
- C. For the purposes of this Agreement, the following terms shall be defined as:

"Employer" shall include the Board of Education, or its agents.

"Union" shall include the Portland Educational Support Personnel Association/MEA/NEA or its agents.

"Employee" shall include all unit personnel specifically listed in this article.

## **ARTICLE 2. MANAGEMENT RIGHTS**

- A. The Employer, on its own behalf and on behalf of the electors of the Portland School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but not limited to, the right:
  - 1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  - 2. To hire all employees and subject to the provisions of law, determine their qualifications; and the conditions for their continued employment or dismissal or demotion, and to promote and transfer all such employees.
  - 3. To decide upon the means and methods of instruction and the selection of textbooks, teaching aids, other expendable materials and equipment.
  - 4. To determine work schedules, the hours of employment, and the duties, responsibilities and assignments of all employees with respect thereto, and all other terms and conditions of employment.
  - 5. To determine the size and composition of the work force.
- B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of

judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to such extent such specific and express terms hereof are in conformance with the constitution and laws of the United States.

- C. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws or regulations pertaining to education.

### **ARTICLE 3. AGENCY SHOP**

- A. The payment of Union dues or service fees through payroll deduction is required as a condition of employment under this Agreement. The Board shall accordingly payroll deduct dues and service fees pursuant to the authority set forth in M.C.L.A. 408.477.
- B. The Union agrees to indemnify and save the Board, each individual Board member, and all administrators harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that might arise out of, or by reason of action taken by the board for the purpose of complying with Section A of this article, provided that this compliance was demanded by the Union in writing, and that the Union provides the legal counsel.
- C. The district will provide information to the Treasurer of any personnel changes (i.e. layoffs, retirements, new hires, unpaid leaves) that may impact upon the amounts to be deducted in dues and service fees.

### **ARTICLE 4. UNION REPRESENTATION**

- A. There will be one (1) Building Representative in each building. Subject to the approval of the Superintendent, the Building Representative and/or Union President, may be released with pay to process grievances at meetings with Employer agents.
- B. The Union shall advise the Board in writing by September 15 of each year of the names of the Union officers and Building Representatives.
- C. An employee may request the presence of a Building Representative during any activity that might result in a disciplinary action or discharge.

## **ARTICLE 5. UNION RIGHTS**

- A. The Union agrees that it shall conduct all of its activities, unless otherwise specified elsewhere in this Agreement, outside of employees working hours.

Staff members of the Michigan Education Association and National Education Association may transact local Union business on school property provided the visitor registers with the office.

Unless release time is authorized by the Superintendent, the investigation of grievances shall be done outside of work time.

- B. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program, with the advance approval of the building principal. The Union shall pay any additional custodial costs incurred.
- C. The Employer agrees to provide one (1) bulletin board in each school building for the posting of non-partisan material of interest to bargaining unit members. Posted material shall not be defamatory toward the administrators or the Board. The Union shall identify the material as its own and shall accept all responsibility for material posted on the designated board by the Union.
- D. The Union shall have the right to distribute its material to Union members so long as such distribution in no way interferes with the operation of the schools or the work assignments of the members
- E. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.
- F. The Union President, or designee, shall be permitted to use with the approval of the building principal, Employer equipment; including computers and printers, copying machines, calculating machines and audio-visual items. Such use shall be by trained personnel. The Union shall provide its own materials and supplies or shall reimburse the district for the cost of school district materials and supplies consumed.

## **ARTICLE 6. EMPLOYEE PROTECTION**

- A. All employees shall be covered by the Employer's liability policy, subject to the terms and conditions thereof.
- B. Any case of employment-related assault upon an employee, during working hours or arising out of any employment situation, shall be immediately reported to the Superintendent in writing. If the employee is not able to report the assault the same day, it will be reported within three (3) calendar days.

When an employee is requested by proper authorities to participate in the investigation or prosecution of any incident, the employee shall not suffer any loss of pay or benefits.

## **ARTICLE 7. PERSONNEL FILES**

- A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education Office. If an employee's personnel file is requested under the Freedom of Information Act, the employee will be notified and if requested, the district will identify the documents to be released before responding to the request.
- B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of such a nature as to be detrimental to the continuing employment of the employee shall be placed in the file. Such documents shall be copies of originals sent or given to the employee. The original of such documents shall carry the notation "cc: personnel file".
- C. The employee shall have the right to place written responses to any material in the file.
- D. Any employee has the right to review the contents of their own personnel file. The employee may be accompanied by a representative of the Union at such review. Reviews shall be conducted at a time and place designated by the Employer, upon request from the employee. A representative of the employer must be present at such review. The employee may not remove any material from their file.
- E. An employee may have a copy of any material in their file upon payment of a nominal fee to cover the cost of materials and time in making such copies.
- F. All documents, communications, or records dealing with the grievance shall be filed separately from the personnel files of the participants.

## **ARTICLE 8. DISCHARGE AND DISCIPLINE**

- A. The right to discharge or discipline employees shall remain at the sole discretion of the Board; but no discharge or discipline of a non-probationary employee shall be taken without just cause. Interpretation of the term "just cause" shall include, but shall not be limited to the following:
  - 1. Conviction of any criminal act.
  - 2. Incompetence or inefficient work habits.

3. The possession or consumption of intoxicants or controlled substances on school property or reporting to work under the influence of intoxicants or controlled substances.
  4. The use of tobacco on school property.
  5. Willful damage to public property, waste or misappropriation of public supplies, equipment or money.
  6. Intentional falsification of records or reports.
  7. Misuse of employee benefits.
  8. Use of profanity or obscene language on school property.
  9. Verbal abuse, physical violence or threats of physical violence against any administrative or supervisory employee, fellow staff member, parent, student or member of the general public, except in the case of self defense.
  10. Medical conditions or personal hygiene which may have a detrimental effect on the health of students or other staff.
  11. Unsatisfactory work performance or work habits.
  12. Insubordination.
- B. Discipline shall include, but is not limited to, oral reprimands, written reprimands, involuntary demotion, suspensions with pay, suspensions without pay and discharge. Discipline shall be applied in a progressive manner, as applicable. Employees shall not be orally reprimanded in front of other employees, students or the public.
- C. The Employer agrees promptly upon the discharge or suspension of an employee to notify the Building Representative in writing. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Building Representative.
- D. In the case of discharge or suspension the employee may, within five (5) days, file a grievance beginning with the Superintendent's level.

## **ARTICLE 9. GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the express terms of this Agreement or a dispute over its application. The Union President and/or Vice President may file a grievance on behalf of the Union if the alleged violation affects the bargaining unit.
1. **STEP ONE.** If an employee feels there is a grievance, it shall first be discussed with the Building Representative. The Building Representative will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within ten (10) working days, it will be submitted in written form by the Building Representative to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

Written grievances shall be submitted on the Grievance Report Form (as attached - Appendix A) and shall be as complete as possible. The written grievance shall be signed by the



grievant or grievants. The immediate supervisor shall answer the grievance in writing within ten (10) working days.

2. **STEP TWO.** If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within five (5) working days after the supervisor's response is received. A grievance conference shall be held within ten (10) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within ten (10) working days from the date received or ten (10) working days from the conference, if held.
3. **STEP THREE.** If the answer in step two is not satisfactory to the Union, they will within twenty (20) working days of the Superintendent's answer, serve written notice of appeal to the Superintendent or his/her designee. The Superintendent, upon receipt of the Union's notice of appeal, shall within fifteen (15) work days, arrange a meeting of the parties involved for the purpose of dispute resolution. This meeting shall include at least two representatives of the Board and at least two representatives of the Union. Additionally, upon mutual agreement, an impartial third party may be requested to attend.

B. **ARBITRATION**

If, at the conclusion of the above meetings, the dispute remains, the Union shall, within thirty (30) calendar days serve written notice to the Employer of its intent to arbitrate the dispute.

In the event the Employer and the Union are unable to agree on an ad hoc arbitrator within ten (10) calendar days of receipt of the notice, the Union shall submit a Demand to Arbitrate to the American Arbitration Association in accordance with their rules and procedures.

The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

**POWER OF THE ARBITRATOR**

The arbitrator shall be empowered to decide disputes about the interpretation, or application of the clauses of this Agreement, and about alleged violations of the Agreement. The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the Arbitrators substitute their discretion for that of the Board of Education or the Union

where such discretion has been retained by the Board or the Union, nor shall the arbitrator exercise any responsibility or function of the Board of Education or the Union, nor shall the Arbitrator have the power to establish or change any salary schedules, nor shall the Arbitrator have the power to interpret any state or federal laws. However, the Arbitrator shall have no authority to rule on the discipline or discharge of probationary employees. The arbitrator shall be empowered to reverse or sustain an unjust disciplinary action or the discharge of non-probationary employees.

If either party disputes that the matter is not subject to arbitration under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate issue. The arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

Any grievances, which are similar in nature, may be heard simultaneously by the arbitrator, upon written consent of the Board of Education and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board. Any decision of the arbitrator shall be implemented forthwith; however the parties retain the right to appeal to a court of competent jurisdiction.

- C. The failure of the Union to appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the district's last answer. If the district fails to respond to any grievance within the specified time limits in step 2, the grievance will be moved to the next level. Failure by the district to respond to any grievance within the specified time limits outlined in step 3, the Union reserves the right to move the grievance to arbitration. The Union may file an appeal in writing to the next level where the Employer does not respond in a timely manner.

Any grievance may be withdrawn, without prejudice, at any stage of the grievance procedure, without prejudice, upon mutual consent of the Union and the Board. The financial liability of either party shall be limited to those specified in this Article.

- D. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.
- E. For purposes of this Article "work days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

## ARTICLE 10. SENIORITY

- A. New employees hired in the bargaining unit shall be considered as probationary employees for the first forty-five (45) days of permanent employment. Days missed shall serve to extend the probationary period.

Probationary employees are not eligible for paid time off in any form or insurance benefits.

When an employee finishes the probationary period, the employee shall be entered on the seniority lists of the appropriate group, and shall rank for seniority from the date of their last date of hire. If two or more employees shall have the same seniority their placement on the seniority list shall be determined by a drawing conducted by the Union and the Employer. There shall be no seniority among probationary employees.

- B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement; except discharge, discipline or layoff/recall.
- C. Seniority shall be based on continuous years of service in the following groups:
1. Secretarial, Clerical Assistants
  2. General Aides, Material Center Aides and Transportation Aides
  3. Media Center Specialists, Title 1 Paraprofessionals and Teacher Aides
  4. Food Service

Seniority will be frozen in the event of a transfer to another group.

- D. On or before September 15 and February 15 of each year, the Employer shall prepare, based on their records, and transmit to the Union their seniority list showing date of hire, group and seniority. If there is any disagreement with the list, the Union may request, within ten (10) days, a meeting with the Superintendent to resolve the matter. If there is no disagreement, the list will be deemed correct until the next review period and not subject to review through the grievance procedure.
- E. All days paid to an employee, for bargaining unit work shall be considered as days worked for the purpose of computing seniority. Unpaid time off (including Worker's Compensation) and periods of layoff shall be counted for purposes of seniority.

- F. A bargaining unit member who is transferred out of the bargaining unit, but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years.
- G. During their term of office, notwithstanding their position on the seniority list, the President and Grievance Chair shall be deemed to head the seniority list for purposes of layoff and recall; provided that she/he meets the minimum qualifications for the position. Upon termination of their term of office he/she shall be returned to their regular seniority status. Section G shall expire on June 30, 2010.

## **ARTICLE 11. HOURS OF WORK**

- A. The normal workweek shall consist of not more than forty (40) hours, which shall fall between Monday and Friday.
- B. The normal workday shall consist of no more than eight (8) hours.
- C. The employee's immediate supervisor shall establish the length of the workweek, length of the workday, length of work year and the starting and quitting time. Changes in any of the above items shall be communicated to the employee as early as possible.
- D. The Board shall furnish timekeepers in each building. Employees shall establish the time they began work and finish work, as well as any time during the day when they left their building.
- E. Employees shall be entitled to the following breaks:
  - 1. After two (2) and six (6) consecutive hours of work, a ten (10) minute rest period away from their work station; but within their assigned building. The times for such rest periods shall be established by their immediate supervisor. Rest periods shall be without loss of pay.
  - 2. After four (4) and eight (8) consecutive hours of work, a thirty (30) minute meal period away from their work station. The times for such meal periods shall be established by the immediate supervisor. Meal periods shall be without pay.
- F. Individuals who are employed as secretaries in the Adult Education Program may, with the consent of the Employer, waive the provisions of Article 11(B) to allow them to work four, ten (10) hour days and Article 15(A) to allow such hours to be paid at the regular rate.
- G. In the event that the employer and the Union desire to modify the number or length of consecutive work days within a forty (40) hour work week during the summer when school is not in session, such shall become an agenda item for a special conference.

- H. All bargaining unit employees may be required to attend staff meetings. The supervisor shall notify the employees at least two (2) days prior to the meeting.

Employees shall be paid their applicable rate of pay.

## **ARTICLE 12. JOB VACANCIES**

- A. A vacancy shall be defined as any position within the bargaining unit, which the Employer seeks to fill.
- B. Notice of vacancies and newly created positions shall be posted for a period of seven (7) calendar days. During the period of June 15 - August 15 the posting period shall be ten (10) calendar days and notices shall be mailed to the Union President for dissemination. Interested employees shall respond to the notice within the posting period. A copy of such notice shall be mailed to all members of the bargaining unit who are on layoff and shall be mailed to their last known address.

Each posting shall contain the minimum qualifications of the vacancy or newly created position.

- C. The filling of vacancies and newly created bargaining unit positions shall be on the basis of minimum qualifications and seniority.

In the event that the senior applicant is denied the position, notice shall be given in writing to the President. The employee shall be advised, in writing, of the reasons for denial.

The selection of the successful applicant for Secretarial positions (whether internal or external to the district) is at the discretion of the district and is not subject to the grievance procedure.

- D. An employee who takes a different position, except by involuntary transfer, shall be granted a trial period of the first twenty (20) days when work is performed or is scheduled to be performed. During that period the employee shall have the right to revert back to their former position. If during that period the employee is unsatisfactory in that position the employer may transfer him/her to their former position. The employee shall be notified, in writing, of the reasons. A notice of the action shall be sent to the Union President.
- E. The Employer retains the right to involuntarily transfer an employee to a vacant position of the same or higher paying classification. Such transfer shall not affect the employee's seniority or bidding rights.
- F. The Employer has the right to change or abolish positions, provided that such action is not based upon reducing compensation for a

position where no substantial change in duties and/or responsibilities.

- G. The Employer has the right to develop, establish and initiate new positions, including rates of pay. If the Union believes that such positions should be within the bargaining unit they may request a special conference to discuss the matter. If the matter cannot be resolved it may be submitted to the Michigan Employment Relations Commission. If the position is determined to be within this bargaining unit the parties shall negotiate the applicable portion of the contract as they apply to that position, including rate of pay.

### **ARTICLE 13. TEMPORARY ASSIGNMENTS**

- A. Bargaining unit members who wish to be considered for temporary assignments in their same or other classifications shall by September 15, advise the Superintendent's office in writing. A list shall be maintained in seniority order and shall be transmitted to all administrators and the Union as soon after those dates as it can be compiled.
- B. Temporary assignments are defined as a situation created by the absence of an employee for more than ten (10) consecutive work days.

The supervisor shall determine the need to fill the vacancy. Vacancies will be filled by the immediate supervisor from within the building and within the seniority group where the vacancy exists, based on minimum qualifications, experience in the same or similar positions and seniority within the group as defined in Article 10.

If the supervisor is unable to fill the vacancy he/she may require the least senior employee in the group within the building, who meets the minimum requirements, to fill the assignment or he/she may employ an outside substitute.

The vacancy created by transferring an employee into a temporary assignment shall not be considered a vacancy under this section and may be filled by the supervisor in any manner he/she elects.

- C. The immediate supervisor shall see that the employee filling such temporary assignment shall receive proper training in the temporary assignment.
- D. Employees in temporary assignments shall earn the step one hourly rate for the pay classification in which the temporary vacancy exists. In cases of involuntary assignment by a supervisor, their normal compensation rate or the same step of the applicable compensation rate, whichever is higher will be paid to the employee.

## ARTICLE 14. SPECIAL ASSIGNMENTS

- A. Any work activity performed after normal school hours in the Food Service Department, for an event held outside of normal work hours, shall be considered a special assignment and shall be compensated at a rate equal to one and one-half (1½) times the employees normal rate for all hours actually worked.
- B. The immediate supervisor shall approve any special assignments and shall post the necessary number of employees in each classification that will be needed to complete the assignment.

Posting at all schools of such notices shall be as early as practical. Volunteers may sign up for the special assignments by classification, or qualification and used on an equitable rotation basis.

If there are not enough volunteers to complete the necessary assignment, the immediate supervisor shall have the authority to request other employees, including non-union persons to work.

- C. When an employee is called in for a special assignment, the employee will be paid a minimum of one (1) hour's pay. at one and one-half (1 ½) times the employees regular hourly rate.

## ARTICLE 15. OVERTIME

- A. Overtime shall be defined as any work hours (excluding hours worked on a special assignment).
  - 1. Over eight (8) in one workday.
  - 2. Over forty (40) in one workweek.
  - 3. On Saturday or Sunday.

Any overtime work shall be compensated at a rate equal to one and one-half (1½) times the regular hourly rate and shall be paid for the actual time worked.

- B. Overtime allocations shall be within specific classifications in the building.

All overtime allocation shall be based upon the seniority list referred to in Article 10.

- C. Overtime shall be offered to the most senior person and then in descending order to the bottom of the list. Each subsequent overtime opportunity shall begin with the next least senior person. Refusal to accept an overtime assignment shall be treated as if the assignment had been worked.

- D. All overtime must be with the prior approval of the immediate supervisor.

## **ARTICLE 16. LAYOFF AND RECALL**

- A. A layoff shall be defined as the reduction of the number of employees required to perform the functions of the district or a single reduction in work hours and work weeks for a single fiscal year (July 1 to June 30) of at least 90 hours.

No employee will be assigned under this article to a position for which they are not qualified.

- B. Except as set forth herein, an employee whose position is eliminated or reduced as described above or who is displaced will be assigned as follows:

1. To replace the least senior employee in the employee's current group (see Article 10, Section C) whose annual hours are the same as the employee's annual hours before the reduction.
2. If there is no such position, the employee will next be assigned to the position held by the least senior in the group whose position has the closest to (but not more than) than the annual hours of the reduced employee.
3. If there is no less senior employee within the group, the employee will be assigned to the position in another group in which the affected employee has seniority rights using the same procedures set forth in Sections 1 and 2 above.

No Secretary can be displaced under the provisions of this agreement by any person who does not have the same job title at the time of the layoff.

- C. Employees who are to be laid off will be given at least seven (7) calendar days notice, in writing, with concurrent notice being sent to the Union President.
- D. Employees shall be recalled to vacant or newly created positions within their group and for which they meet the minimum qualifications in inverse order of layoff provided however that after the position(s) have first been posted internally.

An employee shall be notified of recall in writing, mailed by registered or certified mail, to their last known address. A concurrent notice shall be sent to the Union President. If an employee fails to respond within five (5) calendar days the Employee shall be considered resigned. Special consideration may be made by the employer on an individual basis.



The recall list shall be maintained by the Employer for a period not to exceed two (2) years from the effective date of layoff. Thereafter, an employee shall lose their right to recall.

- E. The Employer shall not hire any new employee until those eligible for recall have been recalled.

#### **ARTICLE 17. COMPUTATION OF BENEFITS**

- A. All regularly scheduled hours paid to an employee for work under this agreement shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

The calculation of insurance benefits, paid leave and holidays for employees with irregular daily work hours, will be computed based upon the employees average daily hours for the work week divided by forty (40) hours.

- B. Employees may hold more than one position with the Employer provided 1) it does not create an overtime situation, 2) the schedules do not conflict and 3) that hours worked outside of the bargaining unit can not be combined for purposes of insurance benefits.

#### **ARTICLE 18. UNPAID LEAVES**

- A. Once each rolling twelve (12) month period, an employee, who worked for the Employer at least one (1) year and for at least 1,250 hours over the previous twelve (12) months, shall be granted a family and medical leave of up to twelve (12) weeks for the following reasons:

1. Birth and post natal care of a child.
2. Placement of a child with the employee for adoption or foster care.
3. For a serious health condition that makes the employee unable to perform their job function.
4. A serious health care condition of a spouse, son, daughter, or parent of the employee who suffers from an illness, injury, impairment, or physical condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Serious health condition shall be as defined in the Family Medical and Leave Act.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave.

During family and medical leaves, as defined above, the Employer agrees to contribute to the Employee Benefits Cafeteria Plan, an amount equal to the Employer's contribution to the plan which was being used to provide coverage under the group health plan prior to the commencement of the leave.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into the group health plan.

The employee shall request the leave in writing as soon as possible.

- B. No unpaid leaves of absence will be approved for other employment. The Superintendent may grant an employee an unpaid leave for any other reason. The employee shall make their request, in writing, at least thirty (30) days prior to the requested start of the leave. The Superintendent shall evaluate the leave request in light of what benefits both the employee and employer will derive from the Leave. The denial of such leaves is not subject to the grievance procedure.

The actual starting and ending dates of the leave shall be by mutual agreement. In no case shall the leave exceed one (1) year.

- C. Leaves of absence of thirty (30) days or less will be requested in writing to the Superintendent at least ten (10) working days in advance, if possible, and the Superintendent will notify the employee in writing of approval or denial within five (5) working days of the request. The denial of such leaves is not subject to the grievance procedure.

## **ARTICLE 19. HOLIDAYS**

- A. All employees shall receive pay for a normal workday, even though no work is performed, for the following holidays:

New Year's Day, Good Friday, Memorial Day, Fourth of July (full year secretaries only), the Friday before Labor Day, Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Year's day.

A floating holiday, to be set annually by the Board and the Union, on a day when school is not normally in session. The date of the floating holiday will be set no later than the first week of school.

In the event any of the foregoing days is a day of student instruction, an alternative date will be established by the board and Union.

- B. If any of the listed holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a holiday. If any of the listed holidays fall on a Sunday, the employee shall receive the following Monday as a holiday.
- C. Should an employee be requested to work on a listed holiday, the employee shall receive another, mutually agreeable, day as a holiday.

## **ARTICLE 20. PAID LEAVE**

- A. Excused leave as described in this article shall be paid leave.
- B. At the beginning of each work year, or July 1 for full-year employees, each employee shall be credited with one (1) day of excused leave for each month in which work is to be performed plus one (1) additional day per year.

All days shall be computed on the employee's normal workday.

Any employee who shall terminate employment prior to the end of a normal work year shall have excused leave computed on a pro rata basis. The monetary amount of excessive excused leave used shall be deducted from their final paycheck.

- C. Excused leave may be used by the employee for the following reasons:
  - 1. Personal illness or disability, including maternity.
  - 2. Illness or disability in the immediate family, as defined in Section H of this Article.
  - 3. Up to five (5) days per year for the conduct of personal business, but not vacation or recreation.
  - 4. For receiving pay for a day, or days, when employee's services are not required due to a holiday, act of God, parent-teacher conferences, teacher in-service days, or any other week day(s) during the school year that school is not in session.
- D. Except in the case of emergency, the employee shall give the immediate supervisor twenty-four (24) hours written notice of their intent to use Excused Leave and shall state, in general terms, the reason for the use.
- E. Unused excused leave may be accumulated to a maximum equal to one hundred (100) workdays.
- F. Any employee who is summoned for jury duty and as a result is unable to work all or part of their normal workday shall suffer no loss of pay. The employee shall advise the Board of any

compensation he/she shall receive from the court, excluding reimbursement for travel or other related expense. The employee shall be paid the difference between their regular gross pay and the court compensation. Such leave for jury duty shall not be deducted from excused leave.

- G. Any employee who is requested to appear as a witness in a court case involving the school district and at the request of the school attorney or is requested and/or approved to attend an educational conference by their supervisor, shall not suffer a loss of pay and such time shall not be deducted from their accumulated excused leave.
- H. Up to five (5) days per occurrence in the event of a death in the immediate family which necessitates the employee's absence from work, with-out loss of pay and without deduction from excused leave.

Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required. Such time will be without pay or deducted from excused leave.

Immediate family shall be defined as parents, brother, sister, spouse, child, grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee or, at the Superintendent's discretion, any other person.

## **ARTICLE 21. INSURANCE**

A. Employees electing health, dental & vision insurance:

1. 

<u>Job Classification</u>	<u>Enrollment Limitations</u>
Media Center Specialist.	Up to the Full Family Base Amount as applicable.
Secretary .....	Up to the Full Family Base Amount as applicable.
All Other Employees ....	Up to the Single Person Base Amount.
2. The monthly cost limitations set forth below will include the following components:
  - a. The monthly premium per employee billed to the Employer by the insurance provider for Flexible Blues 2 HRA with dental and vision riders.
  - b. The monthly portion of the annual deductible per employee. The monthly portion of the annual deductible is calculated by dividing the annual deductible by 12 months and assumes for purposes of any payroll

deductions, 100% usage of the annual deductible amount in all instances regardless of the actual amount utilized.

3. If the employee elects to receive the insurance package as detailed above, the Employer will pay on a monthly basis the applicable monthly base amount multiplied by the formula in Section C toward the monthly costs per employee for the insurance package.

Enrollment Category	Base Amount Effective October 1, 2009
Single Person:	\$ 558.79
Two Person:	\$1,231.24
Full Family:	\$1,481.30

Any amounts in excess of the district's monthly Base Amounts contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

- B. Eligible employees not electing health insurance:

All eligible employees who do not elect the insurance package in Section A above, are eligible to receive a monthly Section 125 cash benefit of \$120.

- C. The above benefits will be paid in accordance with the following formula for the months in which work is actually performed. If an employee has worked the entire school year the benefit will also be paid for the summer.

**Approved scheduled work hour formula for eligible employees:**

1. If an employee works an approved normal schedule (excludes overtime and extra hours) of 8 hours per day, the employee will receive 100% of the applicable base amount listed in section a above toward his/her monthly insurance or Section 125 cash benefits.
2. If an employee works an approved normal schedule of less than 8 hours per day, the employee will receive a percentage of the applicable base amount listed above toward his/her monthly insurance or Section 125 cash benefits.
3. The approved schedule work hour formula is calculated by dividing the employee's normal scheduled hours of work divided by 8 hours per day.

- D. An employee may elect to contribute, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan.
- E. The plan shall provide the following benefits which can be selected by the employee:
  - BC/BS Flexible Blues 2 with dental and vision riders
  - A medical/dental/vision reimbursement account.
  - A child care reimbursement account.
  - Other insurance options offered by MASB/SET.
  - Medicare Part B coverage.
- F. If any employee or spouse covered under the insurance program shall attain the age of sixty-five (65), the employee shall make application for Medicare coverage under Parts A and B.
- G. All bargaining unit employees shall receive \$15,000 Employer paid group term life insurance.
- H. The Board shall adopt an "employee benefits cafeteria plan" in compliance with Section 125 of the Internal Revenue Code. The operation of that plan shall be governed by a benefit and procedures document.

## **ARTICLE 22. INCLEMENT WEATHER**

- A. If school is not in session due to inclement weather, those employees whose services are not required shall be notified not to report. Subject to the provisions of Section C, those employees shall be paid at their regular rate for their normal workday.
- B. Employees who are required to work on days when school is not in session due to inclement weather shall be allowed to take off an alternate day with no loss of pay. Such alternate day shall be set by the immediate supervisor.
- C. The number of inclement weather days, provided in Section A and B of this article shall be limited to the days that, by statute, do not have to be made up, and shall apply to all bargaining unit members.
- D. When time has to be made up due to inclement weather, all bargaining unit members will be required to work.

## **ARTICLE 23. VACATIONS**

- A. Any employee who is designated as a full-year employee shall be entitled to a paid vacation after completing one (1) year of employment in that position.
- B. Employees entitled to vacation shall receive five (5) days after the first and second years; ten (10) days after the third and fourth years; fifteen (15) days after the fifth and subsequent years; twenty (20) days after the fifteenth and subsequent years.
- C. Vacations shall be taken at a time that is mutually agreeable to the employee and their immediate supervisor.
- D. Vacation time may not be accumulated, nor may the employee receive monetary compensation in lieu of unused vacation time.
- E. When a holiday falls during an employee's vacation, the employee shall be entitled to an additional day off with pay, for the holiday, continuous with their vacation.
- F. In the event an employee becomes ill during their vacation, and a duly licensed physician certifies the inability to continue their vacation as planned, the employee will be eligible for sick leave and to reschedule the unused portion of their vacation.

## **ARTICLE 24. RETIREMENT**

It is agreed that if an employee meets the definition of "retired" as per Section 15 of Act 136 of the Public Acts of 1945, as amended; and is not disqualified by Section 19 of the same Act, he/she shall receive payment for unused accumulated excused leave upon their retirement at the following rate:

- 1. After ten (10) years of continuous employment - one-third (1/3) of their unused days at their current rate.
- 2. After twenty (20) years of continuous employment - one-half (1/2) of their unused days at their current rate.

## **ARTICLE 25. COMPENSATION**

The following footnotes shall apply to all schedules:

- 1. (1) denotes requirement of an Associates degree or completion of two (2) years of college in a program applicable to the job.
- 2. Any employee with one or more of the following valid certifications or licenses will receive a 20 cent per hour premium: Standard First Aid or Food Service Certification.

3. Any employee who has been employed at least seven (7) continuous years in the bargaining unit, as of November 1 of each contract year shall be entitled to longevity pay, which will be paid in the first pay period in November. The employee will receive \$26.00 for each full year of continuous service (as of November 1) with the Employer.

Any employee, who resigns, retires or dies will receive a pro rata share of his next longevity payment. An employee who is on unpaid leave of absence (including workers compensation) and layoff during that year will receive a pro rata benefit. Such leaves and layoffs shall not constitute an interruption of continuous service for the purposes of this benefit but will not be counted as service time.

4. All employees will receive applicable step increases. Step increases will be issued on July 1 each year provided the employee has worked at least fifty (50) percent plus one (1) day of the full year's schedule of hours for the position the prior year.
5. During the trial period under Article 12(D), the employee shall receive the Step 1 rate of the job they are performing if it is a new pay classification. After the trial period the employee shall be placed at a step level in the new position pay classification, which shall be closest to but no less than the rate of pay of their former position. However the transferred employee shall not be paid a rate higher than the top step of the new position pay classification. This same standard will apply to other forms of transfers between pay classifications (i.e. layoff and recall, etc.).



WAGE SCHEDULE 2008-2009	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
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**SECRETARIAL:**

Secretary	8.57	9.38	9.87	10.23	10.73	11.59
Clerical Assistant	8.38	8.73	9.12	9.44	9.83	10.22

**AIDES:**

MC Specialist	9.38	9.83	10.23	10.51	10.83	11.20
MC Specialist (1)	10.66	11.04	11.44	11.75	12.03	12.33
Title I Paraprofessional (1)	9.34	9.83	10.27	10.57	11.04	11.48
Teacher Aide (1)	9.13	9.52	9.97	10.28	10.74	11.19
Transportation Aide	8.16	8.36	8.72	9.12	9.55	9.94
Material Center Aide	8.16	8.36	8.72	9.12	9.55	9.94
General Aide	8.16	8.36	8.72	9.12	9.56	9.94

**FOOD SERVICE:**

Head Cook						
Cashier/Manager	8.80	9.19	9.87	10.30	10.74	11.29
Satellite Cook	8.80	9.19	9.87	10.30	10.74	11.29
Kitchen Assistant	8.56	8.97	9.49	9.97	10.41	10.94
Server	8.06					

WAGE SCHEDULE 2009-2010	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
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**SECRETARIAL:**

Secretary	8.74	9.57	10.07	10.43	10.94	11.82
Clerical Assistant	8.55	8.90	9.30	9.63	10.03	10.42

**AIDES:**

MC Specialist	9.57	10.03	10.43	10.72	11.05	11.42
MC Specialist (1)	10.87	11.26	11.67	11.99	12.27	12.58
Title I Paraprofessional (1)	9.62	10.03	10.48	10.78	11.26	11.71
Teacher Aide (1)	9.31	9.71	10.17	10.49	10.95	11.41
Transportation Aide	8.32	8.53	8.89	9.30	9.74	10.14
Material Center Aide	8.32	8.53	8.89	9.30	9.74	10.14
General Aide	8.32	8.53	8.89	9.30	9.74	10.14

**FOOD SERVICE:**

Head Cook	8.98	9.37	10.07	10.51	10.95	11.52
Cashier/Manager	8.98	9.37	10.07	10.51	10.95	11.52
Satellite Cook	8.73	9.15	9.68	10.17	10.62	11.16
Kitchen Assistant	8.25	8.50	8.98	9.54	9.98	10.46
Server	8.22					

## **ARTICLE 26. SPECIAL CONFERENCES**

- A. Special conferences for important matters will be arranged between the Union President and the Employer or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Union and three (3) representatives of management. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Such request shall also set forth an estimated length of the conference. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. The Union members shall not lose time or pay for time spent in such special conferences.
- B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

## **ARTICLE 27. MISCELLANEOUS**

### **A. RESPONSIBILITY OF DISCIPLINE**

Secretaries will not be responsible for the discipline of students; however, they shall report any disciplinary infractions to the building principal.

### **B. NON ENROLLED STUDENTS.**

Bargaining unit members shall not be assigned duties involving the care and/or control of youngsters, except those who are enrolled or being enrolled in an educational program of the Employer.

### **C. PARKING.**

The Board shall provide adequate free parking space for bargaining unit members.

### **D. TRAVEL REIMBURSEMENT.**

On-the-job travel reimbursement shall be provided in accordance with Board policy.

### **E. SUPPLIES.**

The Board will provide bargaining unit members with adequate supplies in order to accomplish the tasks assigned. By way of example, an adequate supply of laundered towels and cloth aprons in each kitchen within the school district.

### **F. APPAREL.**

Apparel or equipment required by the Employer, or deemed necessary for employee safety, shall be furnished by the Employer.

G. MEDICAL EXAMINATIONS.

Any physical examination, lab work, x-rays or testing required by the Employer will be paid for or provided by the Employer. The Employer may require the employee to go to a specific practitioner for the service desired. Other than return from leave of absence, the Employee may go to other than the Employer's recommended practitioner, without reimbursement.

H. SEVERABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

I. BUILDING TEMPERATURES

All buildings and work areas where bargaining unit employees are assigned will be maintained at reasonable temperatures and sanitary conditions.

J. WORK BY SUPERVISORS

Supervisory or administrative employees will not normally be assigned to work, which is customarily performed exclusively by members of the bargaining unit.

K. CONTINUITY OF OPERATIONS

The parties recognize that the Public Employment Relations Act (PERA), establish certain rights responsibilities and remedies with regard to strikes by public school employees and lockouts by Boards of Education. The parties agree to adhere to the provisions of this law.

L. The Employer may, at his/her discretion, allow employees to enroll in workshops, seminars, community education or formal education courses, which will be useful in the employee's work. The cost of tuition, books and fees for approved educational programs will be paid by the Employer.

M. Prior to the opening of the school year all routes, on which the Employer is planning to utilize a Transportation Aide, will be available for bidding on a seniority basis. Aides who are on a paid leave of absence, unpaid leave of absence (including Worker's Compensation) shall be allowed to participate in this bidding.

## ARTICLE 28. TERMINATION AND MODIFICATION

This Agreement shall become effective upon ratification by the parties and shall continue in full force and effect until June 30, 2010. Employees will not be reimbursed for out of pocket deductions from July 1, 2008 until the new monthly cost limits in Article 21(a)(3) go into effect on October 1, 2009.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current years termination date.
- C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to the Michigan Education Association, 318 S. Bridge Street, Belding, Michigan 48809; and if to the Employer, addressed to 1100 Ionia Road, Portland, Michigan; or to any such address as the Union or the Board may make available to each other.

PORTLAND BOARD OF EDUCATION

\_\_\_\_\_  
President DATE

\_\_\_\_\_  
Secretary DATE

\_\_\_\_\_  
Superintendent DATE

PORTLAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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DATE

**Appendix A—Grievance Form**  
**Portland Educational Support Personnel Association Unit**

**Step One—Supervisor Level**

**Grievance Number:** \_\_\_\_\_ **Grievant's Building:** \_\_\_\_\_ **Grievant's Assignments** \_\_\_\_\_

Date the alleged grievance occurred: \_\_\_\_\_

Date employee discussed with Building Representative: \_\_\_\_\_

Date Building Representative discussed with Supervisor: \_\_\_\_\_

Article(s) and section(s) of the master agreement alleged to having been violated:

\_\_\_\_\_

Statement of facts giving rise to the grievance (attach additional sheets if necessary along with supporting documentation related to the grievance):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Grievant(s):

Date Filed

\_\_\_\_\_

\_\_\_\_\_

Supervisors Disposition (attach additional sheets if necessary along with any supporting documentation):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## **Step Two—Superintendent’s Level**

Date appealed to the Superintendent: \_\_\_\_\_

Signature of appealing party: \_\_\_\_\_

Disposition of Superintendent (attach additional sheets if necessary along with any supporting documentation):

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## **Step Three—Pre-Arbitration Level**

Date of appeal to Step 3: \_\_\_\_\_

Signature of Appealing Party: \_\_\_\_\_

## **Arbitration Level**

Only the Union can authorize an appeal to arbitration and within the contractually stated timelines.