
Plymouth-Canton



Community Schools

Agreement
between the
Plymouth-Canton Board of Education
and the
Plymouth-Canton
Extended Day Association
PCEDA

2018 – 2021

Wage reopener 2020/21

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ARTICLE I
RECOGNITION

The Board recognizes the association as the sole and exclusive bargaining representative for extended day employees including Site Directors, Supervisors, Assistants and Floating Extended Day Personnel. Extended Day administrator(s), extended day office personnel and all other district employees are excluded.

ARTICLE II
JUST CAUSE

No employee shall be disciplined or discharged without just cause. The specific grounds forming the basis for disciplinary action or discharge shall be made available to the employee and the PCEDA President in writing. Any cause for discipline or discharge known to the employer and on which action or notification has been initiated by the employer shall follow due process.

ARTICLE III
NON-DISCRIMINATION

The employer and the association agree to not discriminate against any employee on the basis of religion, race, color, national origin, age, gender, height, weight, handicap, sexual orientation, marital status, membership or participation in, or association with the activities of the association, in accordance with the law.

ARTICLE IV
MANAGEMENT RIGHTS

- 4.1 The Board hereby and retains onto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws, and the constitution of the State of Michigan and of the United States. The matters contained in this agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between parties during the term of this Agreement, unless by mutual consent. Such rights shall include, by way of illustration and not by way of limitation, the right:
- A. To the executive management and administrative control of the school system and its properties, facilities, equipment, operation, activities and responsibilities of its employees;

- B. to determine the size of the workforce including the right to hire all employees and, subject to provision of the law, to determine his/her qualifications and the conditions for his/her continued employment, his/her placement or his/her dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
- C. to establish levels and assignment of employees as deemed necessary or advisable by the Employer;
- D. to determine services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operations; 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;
- E. to establish, modify, or change any work or business or school hours or days;
- F. to adopt rules, regulations, and determine the number of employees required and the length of their assignments;
- G. to determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings or other facilities;
- H. to determine the size of the management organizations, its functions, authority, amount of supervision and table or organizations, provided that the Employers shall not abridge any rights from employees as specifically provided for in this Agreement;
- I. determine financial policies including all accounting procedures and all matters relating to public relations;
- J. to determine the policy affecting the selection, testing or training of employees providing that such selection shall be based upon lawful criteria;
- K. the right of Administration to perform work in training, supervising, and filling in for association members in emergency situations as they have in the past.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement and shall be expressly limited by said provisions.

- 4.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application 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 the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.

ARTICLE V

UNION MEMBERSHIP

- A. Employees covered by this agreement may elect to become a member of the Plymouth-Canton Extended Day Association. If an employee elects to join the union and pay union dues, or pay to the union a representation service fee, the amount which shall be determined by the union as the employee's pro rata share of the union's cost of negotiating and administering the collective bargaining agreement.
- B. Any employee who is a member of the union, or who has applied for membership, may sign and deliver to MEA a membership form authorizing deduction of dues, as established by the union.
- C. The union shall have the right to use school buildings, property and facilities without charge to conduct union business. Arrangements shall be made with the building administrator at least one week in advance.
- D. Inter-school phone service, email, mail delivery and available technology to support the program shall be granted to the Extended Day programs.
- E. The employer agrees not to discriminate against any employee on the basis of membership or participation in the union.
- F. The bargaining teams of the Plymouth-Canton Community Schools and the Plymouth-Canton Extended Day Association, MEA/NEA have a mutual obligation pursuant to Act 379 of the Michigan Public School Act of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for personnel represented by the union.
- G. A digital copy of the completed master agreement will be emailed to the PCEDA President. The PCEDA President will distribute an electronic copy of the master agreement to all PCEDA members. A copy of this agreement shall be duplicated and distributed to each building where PCEDA members are present within thirty (30) days of ratification.
- H. The union shall be granted the use of seven (7) paid days per year for association business and/or attendance at the representative assemblies, conferences, conventions, workshops and training. The PCEDA President shall notify the Extended Day Coordinator in advance of dates, times and members using association days. Additional time shall be granted upon agreement between the President of the association and the human resources administrator based upon a specific situation. Consideration shall also be given to the possible effect of the Extended Day program needs.

ARTICLE VI

PROBATION AND SENIORITY

- A. Seniority standing shall be granted to all employees covered by this agreement. All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of sixty (60) working days of employment. Probationary employees may be discharged or disciplined by the employer without the same causing a breach of this agreement or constituting a grievance. Seniority ties shall be broken by social security number. The employee with the highest last four digits of the social security number shall be placed ahead of others with the same seniority. Seniority for full time or part time extended day staff shall be defined as total years of service from date of unit hire including leave and layoff periods.
- B. An employee's seniority shall terminate:
1. If an employee resigns or is discharged.
 2. If the employee is absent without properly notifying the employer, unless a satisfactory reason is given.
 3. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.
 4. If the employee's lay off period exceeds two times his/her seniority or reaches a two (2) year maximum.
 5. If the employee retires.
 6. If the layoff is to be a temporary situation, the employee shall be offered the opportunity at preferred substitute work.
 7. Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and leave days.
- C. The employer shall prepare, maintain and submit to the union the seniority list. The initial seniority list shall be submitted to the union within thirty (30) days of the ratification of this agreement, with revisions submitted thereafter upon request of the PCEDA President.

ARTICLE VII

GRIEVANCE PROCEDURE

- 7.1 A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation or misapplication of the specific terms of this agreement.

- A. A working day shall be Monday through Friday, excluding holidays.
- B. Time limits may be extended by mutual agreement.
- C. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed settled on the basis of the last decision rendered.
- D. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.
- E. No grievance shall be processed based on the occurrence of a condition prior to the execution of the agreement.

7.2 INFORMAL CONFERENCE

The employee may within ten (10) working days of the alleged occurrence discuss his/her problem with the Extended Day Coordinator and/or his or her designee.

Any employee not satisfied with a personal conference may take his/her problem to the PCEDA President for consultation. The PCEDA President may visit the Extended Day Coordinator in a further effort to resolve the grievance, which said visit shall occur within the ten (10) working days after the event giving rise to the problem. The Extended Day Coordinator shall give his/her decision to the PCEDA President within five (5) working days.

The PCEDA President shall take the decision to the PCEDA Executive Committee, where the Executive Committee shall approve of, and process all grievances to be pursued beyond informal conference level of the grievance procedure.

7.3 All grievances shall follow this procedure:

A. Step 1 – Extended Day Coordinator

If the problem is not resolved in the informal conference, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the Extended Day Coordinator by the PCEDA President within fifteen (15) working days after the alleged occurrence. The written grievance may be discussed with the Extended Day Coordinator by not more than two (2) union representatives accompanied by the employee, at the discretion of the union. Within ten (10) working days after receiving the written grievance, the Extended Day Coordinator shall communicate his/her decision in writing to the PCEDA President with copies to the Director who oversees Extended Day and the Human Resources Director responsible for Extended Day.

B. Step 2 - Director who oversees Extended Day

Within ten (10) working days after delivery of the Extended Day Coordinator's decision, the grievance may be appealed to the Director who oversees Extended Day or his/her designee, by the union. The appeal shall be in writing and shall set forth specifically the

act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within ten (10) working days after delivery of the appeal, the Director who oversees Extended Day or his/her designee shall investigate the grievance and shall communicate his/her decision in writing to the PCEDA President, the Human Resources Director responsible for Extended Day and the Extended Day Coordinator.

C. Step 3 – Human Resources Level

Within ten (10) working days after delivery of the Director who oversees Extended Day decision, the grievance may be appealed to the Assistant Superintendent of Human Resources or his/her designee, by the union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by previous decisions. Within ten (10) working days following a hearing, the Assistant Superintendent of Human Resources or his/her designee shall communicate his/her decision in writing together with the supporting reasons to the PCEDA President, the Director who oversees Extended Day, the Human Resources Director responsible for Extended Day and the Extended Day Coordinator.

D. Step 4 – Arbitration Level

Any unresolved grievance which relates to the alleged interpretation, application or enforcement of a provision of this agreement, which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:

1. Arbitration shall be invoked within ten (10) working days of the decision in step 3 by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules except where expressly provided otherwise in the agreement.
2. The arbitrator, the union or the employer may call any witness in an arbitration hearing.
3. Each party shall be responsible for expenses of the witnesses they may call.
4. The arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this agreement.
5. The arbitrator shall not have jurisdiction to add to or subtract from or modify any part of this agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
6. The decision of the arbitrator shall be final, conclusive and binding upon the parties.

7. The expenses of the arbitrator shall be borne equally by the parties.
8. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

ARTICLE VIII

PROGRAM STAFFING

- A. The Board will follow state guidelines for state licensing in regard to student/staff ratio.
- B. The Board will post all vacancies and notify all Extended Day staff of open positions.
- C. The Board will periodically review hiring requirements for all Extended Day positions and will follow district standard practices for interviewing and hiring.
- D. Employees will be given tentative assignments by August 1. The assignments will indicate site location and hours for the next school year. Employees reduced in hours by the district which would make them benefit ineligible, would be able to continue their benefit level the next school year.
- E. Extended Day will accommodate changes in regularly scheduled school calendar days and times. A normal working day will include planning time.

ARTICLE IX

SUMMER CAMP STAFFING

- A. Those Extended Day employees desiring to work the summer camp program shall submit the preferred work schedule form by the deadline.
- B. Staff shall be placed in the summer camp program by seniority within the bargaining unit, experience with grade levels and availability.
- C. If Extended Day employees do not receive their 1st or 2nd position and shift preference, they will be contacted directly before any further placement.
- D. Summer camp positions shall be filled by current bargaining unit members before placement of any preschool staff or external candidates.

ARTICLE X

EVALUATION

- A. It is the intent of the parties that the Extended Day employees be evaluated annually. The Extended Day Coordinator shall meet with the Site Directors of each site to obtain verbal input on each employee’s performance before writing and signing the evaluation of each employee.
- B. A committee comprised of three PCEDA members and three members of the administrative staff shall be established to review the effectiveness of the evaluation process on a periodic basis.
- C. When possible, evaluations shall be completed by June 1 of each year. Evaluation form(s) shall be included in the Employee Handbook.

ARTICLE XI

LONGEVITY

For the 2018 school year only, eligible employees will receive longevity payments in the 1st pay of December. In following years, longevity payments will be paid on the anniversary date of the employee.

6 – 9 years	\$250
10 – 13 years	\$450
14 – 18 years	\$700
19 years and above	\$950

ARTICLE XII

SITE DIRECTOR MENTOR PROGRAM

- A. The Board will provide a site director mentor program with up to two (2) site directors based on availability recommended by the Extended Day Coordinator.
- B. The site directors are eligible to decline the recommendation.
- C. There will be a stipend of \$200 for each site director serving as a mentor.
- D. At least one (1) mentoring site director will meet with each new site director hire at their new site.

- E. Mentoring site directors are also available to those who have been promoted to site director positions.
- F. The mentoring site director shall maintain a meeting log complete with dates and times.

ARTICLE XIII

HOLIDAYS

Staff members working twenty (20) or more hours will receive the following holidays:

- | | |
|------------------------------|------------------|
| 1. Thanksgiving | 5. New Years Day |
| 2. Friday after Thanksgiving | 6. Good Friday |
| 3. Christmas Eve | 7. Memorial Day |
| 4. Christmas Day | |

ARTICLE XIV

BENEFITS

14.1 Leave Days

- A. Staff members working 16-19 hours per week will receive 2 leave days each year.
- B. Staff members working 20 hours or more per week will receive 5 leave days each year.
- C. Leave days placed in employee's leave bank on July 1 each year.
- D. Leave days carry over year to year.

14.2 Health Insurance – Single Health Benefits

- A. The Plymouth-Canton Community Schools agrees to adhere to the hard cap provision set forth in PA152. The district will pay for single health care expenditures each year not to exceed the hard cap limits set forth in PA152, for all regular employees working 30 or more hours per week.
- B. Employees working 20-29 hours per week who were hired prior to November 14, 2018 will be grandfathered for single health benefits based on hours at the time of ratification. Subsequent changes to hours will not change their benefit eligibility.

ARTICLE XV
SALARY SCHEDULE

PLYMOUTH-CANTON EXTENDED DAY ASSOCIATION SALARY SCHEDULE 2018/19			
STEP	Assistants	Supervisors	Site Directors
1	\$10.17	\$12.75	\$14.10
2	\$10.67	\$13.39	\$14.81
3	\$11.21	\$14.06	\$15.55
4	\$11.77	\$14.76	\$16.33
5	\$12.36	\$15.50	\$17.15

2018/19 – Place employees on new pay scale closest to current salary then a step increase. Any employee hired into a new position after June 30, 2018 will be placed on step 1 in the new salary schedule for 2018/19.

2019/20 – Step increase

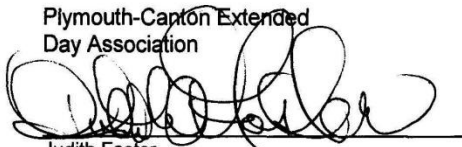
2020/21 – Wage reopener

DURATION OF CONTRACT

This language of this contract will become effective 11/14/2018 and terminate on June 30, 2021

FOR:

Plymouth-Canton Extended
Day Association



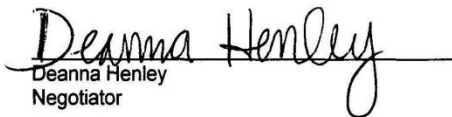
Judith Foster
PCEDA, President



Robin Wiley
Negotiator



Jason Foster
Negotiator



Deanna Henley
Negotiator

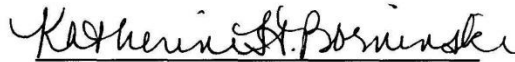


Jerina Foster
Negotiator

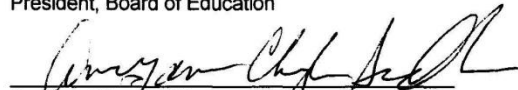


Charles B. Portelli
MEA UniServ Director

Plymouth-Canton Community Schools



Katherine Borninski
President, Board of Education



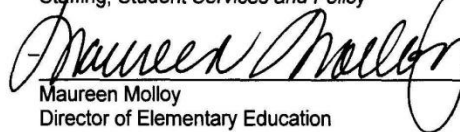
Anupam Chugh Sidhu
Secretary, Board of Education



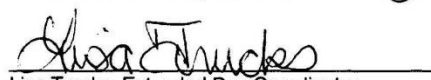
Dr. Elizabeth Vartanian-Gibbs
Assistant Superintendent of
Human Resources and Labor Relations



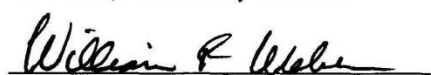
Kurt Tyszkiewicz
Executive, Director of
Staffing, Student Services and Policy



Maureen Molloy
Director of Elementary Education



Lisa Trucks, Extended Day Coordinator



Dr. William Weber

PLYMOUTH-CANTON Community • Schools

APPENDIX A

EXTENDED DAY

Employees working 30 hours or more per week

Benefit Summary Sheet

Eligibility Period: 90 calendar days

HEALTH

Company: Blue Cross Community Blue PPO Plan
Telephone: 1-800-637-2227 (claims & I.D. Cards)
Internet address: www.bcbsm.com
Group/Suffix: 71711

Benefits: Employees working 30 or more hours per week can pay the difference in premium to add dependent children to the plan.

(SEE ATTACHED SHEET FOR PLAN CHOICE 1, 2, 3, 4 OR 5)

Effective: End of eligibility period
Employee Cost: Amount above hard cap set by PA 152
Open Enrollment: May to be effective September 1
(Only time to enroll or add dependents if not done at the time of the event)
Benefit Year: January – December
Coverage: Single Only

FLEXIBLE SPENDING ACCOUNT

Company: HealthEquity
Telephone: 1-866-346-5800
Plan year: September - August

EMPLOYEE ASSISTANCE PROGRAM

Company: CIGNA
Telephone: 1-800-538-3543

***NOTE:** All insurance claim forms are available in the School office and in the Employee Benefit office.

Plymouth Canton Community Schools

Plan Offering - EXTENDED DAY (30+ Hours)

BCBS COMMUNITY BLUE PPO	Plan Choice #1		Plan Choice #2		Plan Choice #3		Plan Choice #4		Plan Choice #5	
	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>	<i>In-Network</i>	<i>Out-of-Network</i>
Deductible (Single/Family)	\$250 / \$500	\$500 / \$1,000	\$500 / \$1,000	\$1,000 / \$2,000	\$500 / \$1,000	\$1,000 / \$2,000	\$1,250 / \$2,500	\$2,500 / \$5,000	\$1,450 / \$2,900	\$2,900/\$5,800
Office Visit / Urgent Care	\$20 copay	80% after deductible	\$20 copay	70% after deductible	\$20 copay	60% after deductible	\$30 copay	80% after deductible	\$15 Office Visit/\$40 Urgent Care	70% after deductible
Emergency Room	\$100 copay (waived if injury or if admitted)	\$100 copay (waived if injury or if admitted)	\$100 copay (waived if injury or if admitted)	\$100 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)	\$150 copay (waived if injury or if admitted)
Preventive Care	100% (not subject to deductible)	Not Covered	100% (not subject to deductible)	Not Covered	100% (not subject to deductible)	Not Covered	100% (not subject to deductible)	Not Covered	100% (not subject to deductible)	Not Covered
Coinsurance	100% after deductible	80% after deductible	90% after deductible	70% after deductible	80% after deductible	60% after deductible	100% after deductible	80% after deductible	90% after deductible	70% after deductible
Coinsurance Maximum (Single/Family) Not Including Deductible	None	\$1,000 / \$2,000	\$1,000 / \$2,000	\$2,000 / \$4,000	\$1,000 / \$2,000	\$3,000 / \$6,000	N/A	\$3,000 / \$6,000	\$1,000 / \$2,000	\$2,000 / \$4,000
Prescription Drugs	\$10 Generic /\$40 Brand Copay (Mail Order x 1)	75% of approved amount; plus copays	\$10 Generic /\$40 Brand Copay (Mail Order x 2)	75% of approved amount; plus copays	\$10 Generic /\$40 Brand Copay (Mail Order x 2)	75% of approved amount; plus copays	\$10 Generic /\$40 Brand Copay (Mail Order x 2)	75% of approved amount; plus copays	\$10 Generic /\$40 Brand Copay (Mail Order x 2)	75% of approved amount; plus copays
Out-of-Pocket Maximum <small>In-Network includes applicable deductibles, coinsurance and copays. Out-of-Network excludes copays</small>	\$6,350 per member/\$12,700 for 2 or more members per calendar year	\$12,700 per member/\$25,400 for 2 or more members per calendar year	\$6,350 per member/\$12,700 for 2 or more members per calendar year	\$12,700 per member/\$25,400 for 2 or more members per calendar year	\$6,350 per member/\$12,700 for 2 or more members per calendar year	\$12,700 per member/\$25,400 for 2 or more members per calendar year	\$6,350 per member/\$12,700 for 2 or more members per calendar year	\$12,700 per member/\$25,400 for 2 or more members per calendar year	\$6,350 per member/\$12,700 for 2 or more members per calendar year	\$12,700 per member/\$25,400 for 2 or more members per calendar year

B			
Benefits	11	Management Rights	4
D		N	
Duration of contract	13	Non-Discrimination	3
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H		Recognition	3
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J		Seniority standing	6
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