

# MASTER AGREEMENT

Between

Pinckney Community Schools  
Board of Education

and the

Pinckney Educational Support Personnel  
Association/MEA/NEA



*Education. Innovation. Possibilities.*

July 1, 2022 to June 30, 2024

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**ARTICLE 1  
AGREEMENT**

This Agreement is made by and between the Board of Education of the Pinckney Community Schools, hereinafter called the "Board," and the Pinckney Educational Support Personnel Association (PESPA) affiliated MEA/NEA, hereinafter called the "Association."

**ARTICLE 2  
RECOGNITION**

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regularly scheduled part-time (Employees working at least 10 or more hours per week on a regular basis) secretarial/clerical personnel including secretaries to building administrators, secretaries to assistant building administrators, media clerks, technology clerks and office clerks, high school counseling secretary and high school receptionist. Excluding paraprofessionals, special education assistants, classroom and office assistants, hall monitors, seasonal, temporary, casual (including lunchroom/playground aides), substitute, per diem, co-op students, and all other employees and/or persons. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

**ARTICLE 3  
BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, 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 without limiting the generality of the foregoing the right:

- A. The executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, establish skill level classifications, assign work including extra duties to employees, subcontract extra activities, determine the size of the work force and to layoff employees.
- C. Continue its rights to assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.

- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.
- E. Adopt rules and regulations.
- F. Determine the qualifications of employees.
- G. Determine the number and location or relocations of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine all financial and educational policies.
- I. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.

The exercise of the foregoing powers, rights, authority, duties and 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 the extent such specific and express terms whereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

**ARTICLE 4**  
**EMPLOYEE RIGHTS AND RESPONSIBILITIES**

A. Non-Discrimination

The Board agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of their membership in the Association; their participation in any activities of the Association or collective negotiations with the Board, their institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. Any grievance which may arise under this specific charge of discrimination must state clearly the manner in which all parties were treated differently than said grievant which forms the basis for the charge of discrimination.

B. Discipline

1. Non-probationary employees shall not be disciplined without good and sufficient reason. Any such discipline shall be subject to the grievance procedure. The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.
2. An employee shall be entitled to have present Association representation during any meeting which disciplinary action is expected to take place. When a request for such representation is made, no action shall be taken with respect to the employee until the employee's local Association steward is present. Whenever the possible discipline is more severe than a written reprimand, such representative may, at the employee's request, be a MEA staff representative. This shall not deny the Board or its agents the right to temporarily suspend an employee for serious offenses.
3. Non-probationary employees shall not be discharged without just cause.

C. Files and Records

1. Each employee shall have the right to review non-confidential district records maintained in the employee's personnel file. A representative of the Association may accompany the employee in such review. The review shall be done by appointment within five (5) working days of the request.
2. No material, including but not limited to, student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had the opportunity to review the material. The employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the materials in question. Any employee's signature on materials indicates awareness of but not necessarily agreement with the material.

**ARTICLE 5  
ASSOCIATION RIGHTS**

A. Special Conferences

Special conferences for important matters will be arranged between the Association President and the designated representative of the Board upon the request of either party.

B. Bulletin Boards and School Mails

The Association may use a portion of the staff lounge bulletin board, if available, for the purpose of posting Association materials. The Association also has the right to use the school mails or email to distribute association materials, provided it does not require the Board or

its representatives to process or handle such mail. Employees may use the designated bulletin board space for the purpose of personal messages and items of interest which do not detract from the orderly performance of work or the ability of employees and/or supervisors to maintain and foster positive working and personal relationships at work.

C. Use of Facilities and Equipment

The local Association shall have the right to use school facilities for meetings and school equipment including computers, duplicating equipment, and all types of audio-visual equipment during non-duty time when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for proper operation of all such equipment. School equipment shall not be operated by persons who do not have knowledge of the manner by which to operate it properly.

D. Relevant Information

The Board and the administration will grant reasonable specific requests for "readily available" and pertinent information which may be relevant to negotiations or the processing of any grievance in accordance with the Freedom of Information Act.

E. Association Released Time

The Employer shall provide up to a total of ten (10) working days per contract year of released time for unit members to attend a function of the Association such as conferences, training sessions and conventions. The Employer shall pay the first five (5) days of any substitute costs incurred and the Association shall pay the ORS costs as required by law. Substitute costs incurred for days six (6) through ten (10) and ORS costs shall be paid for by the Association. No more than two (2) unit members at any one time may utilize such release time unless approved by the Board or its designated representative.

**ARTICLE 6  
ASSOCIATION SECURITY**

The Board agrees not to negotiate with any labor organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.

**ARTICLE 7  
LEAVES**

A. Sick Leave shall accrue as follows:

1. At the beginning of each fiscal year, employees shall be credited with eleven (11) sick days for employees in Classifications 1 and 2, and ten (10) sick days for employees in Classification 3. Sick leave is earned at the rate of one (1) day per month and will be prorated if an employee leaves the district prior to completing the year. A "day" shall be defined as the number of average daily hours worked in a five-day week. Employee sick leave accrual shall be recorded in hours. Unused sick leave shall accumulate from year to year but shall not exceed a maximum of 800 hours available for use by the employee. An employee who is on unpaid leave for twenty (20) workdays or more shall not accumulate additional sick leave during the absence from work.
2. An Employee may use sick leave when they are incapacitated from the performance of their duties by sickness or injury. Medical, dental, optical examinations or treatment shall be allowed, however, employees will make every attempt to schedule appointments outside the normal working hours. Sick leave shall also be granted when a member of the immediate family of the employee is seriously ill. Immediate family is defined as spouse, children, parents, step-parents, parents of spouse, grandparents, grandchildren, brother(s) and sister(s) are included for critical illness.
3. Employees hired prior to December 7, 2020, upon severance of employment with the school district and with ten (10) or more years of service, shall receive payment for unused sick leave accumulated, to a maximum of 320 hours, at the employee's hourly rate of pay in effect at severance. Employees hired December 7, 2020 or after upon severance of employment with the school district and with ten (10) or more years of service, shall receive payment for unused sick leave accumulated, to a maximum of forty (40) days, at \$50 per day.
4. Upon request the employee will receive a written statement setting forth their accumulated sick leave.

B. Personal Leave

Employees shall be entitled to a total of three (3) personal business days per school year (prorated for less than a full work year). Employees may request to use up to two additional personal business leave days, to be deducted from their sick leave days accumulation, to attend to personal business that cannot be attended to during the workday, such as attending field trips with their child, as approved by their building administrator. Employees cannot use more than three (3) personal business days consecutively. Any of the employee's unused personal business leave days shall be accumulated into the employee's sick leave bank. Business leave usage is subject to application and administrative approval. Application must be made at least forty-eight (48) hours in advance except in emergencies which preclude such advance notice.

C. Funeral Leave

All employees covered by this Agreement shall be granted up to five (5) working days off with pay for a death in the immediate family. The immediate family shall be construed to mean one of the following: husband, wife, children, stepchildren, parents, step parents, immediate parents-in-law, grandparents, grandchildren, brother and sister. Additional time off with pay will be granted for necessary time to travel to distant states for funeral services by the fastest transportation available. A slower method of transportation shall require time off without pay or additional time may be charged to the individual's sick leave bank with administrative approval.

D. Jury Duty

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

E. Unpaid Leave

1. The employee shall not lose accrued seniority or accumulate seniority while on an unpaid leave of absence. Leaves as granted may be renewed, upon petition of the employee, for up to one (1) year.
2. Leaves of absence without pay or benefits up to one (1) year in duration may be granted for illness or disability of the employee or a member of the employee's immediate family, upon written request from an employee.
3. Requests for leaves of absence shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
4. An employee returning from a leave of absence shall be reinstated to the position they held when the leave began, or a like and similar position as necessitated by district needs. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of their intent to return to work.
5. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.
6. An employee may request an unpaid leave of absence for the purpose of childbearing and/or child care of the employee's newborn or newly adopted infant. Said leave may be granted by the Board for up to one (1) school year and may be extended by the Board beyond the current school year.

F. In order to implement the requirements of the Family and Medical Leave Act of 1993 (FMLA), the following will apply.



1. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the FMLA to a total of up to twelve (12) weeks per year.
2. A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the FMLA.
3. The Board may require an employee to utilize their available sick leave in computing time off under the FMLA.
4. In the event an employee and their spouse are employed by the district, whether within or outside of the bargaining unit, an aggregate of twelve (12) weeks will be provided, unless the leave is attributable to a serious health condition that makes the employee unable to perform the functions of their position. In such instances, the total amount of time for each spouse will not exceed twelve (12) weeks for all leaves covered by the FMLA.
5. Insurance benefit payments will continue for an employee absent on a qualified leave under this section.
6. Employees returning from such leaves will be returned to the same or an equivalent position.
7. In the event this Article or other portions of this agreement extend greater benefits to an eligible employee in relationship to qualified leave, the provisions of the agreement will prevail.

**ARTICLE 8  
EMPLOYEE PROTECTION**

Any case of assault upon an employee associated with employee-student or employee-parent relationships shall be promptly reported to the Board or its designated representative. The Board shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

**ARTICLE 9  
WORKING CONDITIONS**

A. Work Year

Job Classification	Work Year
CLASSIFICATION 1 Lead Building Secretary	Lead Building Secretaries will be employed forty (40) hours weekly. Elementary – Up to 205 days per year Pathfinder, Navigator – Up to 210 days per year High School – Up to 217 days per year
CLASSIFICATION 2 Secretaries (School offices, Athletics, and Student & Family Services Center)	Secretaries will normally be employed thirty-five to forty (35-40) hours weekly and up to 201 days per year (Up to 217 days for Athletic Secretary)
CLASSIFICATION 3 Clerks (Technology, Media, and Office)	Clerks will normally be employed up to thirty-five (35) hours weekly and up to 183 days per year (Up to 201 days for Office Clerks).

2. Overtime will be paid at time and a half (1½ ) after forty (40) hours worked in a one week period. Comp time may be granted in lieu of overtime as approved by administrator.
3. Hours and weeks worked will be established by the Board of Education annually and are subject to change at the discretion of the Board.
4. Employees shall receive written notice ten (10) days in advance when there is to be a change in the normal scheduled hours noted herein above.

B. Breaks

1. Each employee covered by this Agreement shall be entitled to paid breaks according to the following criteria:
  - a. Employees who work six (6) or more consecutive hours per day shall be entitled to one (1) 15 minute AM break during the morning portion of the daily work schedule and one (1) 15 minute PM break during the afternoon portion of the daily work schedule.
  - b. Employees who work three (3) or more hours but less than six (6) consecutive hours shall receive one (1) 15 minute break during the course of their daily work schedule.
  - c. Employees who work less than three (3) consecutive hours per day, shall receive no break.
  - d. The breaks shall be scheduled for a designated time by the employee's supervisor and the employee may reasonably expect to take the break at the designated time, unless the demands of the moment require that the break be delayed.

2. Employees who work six (6) or more consecutive hours on a daily work schedule shall receive a thirty (30) minute unpaid lunch break which shall be free from duty. The lunch break shall be scheduled for a designated time by the employee's supervisor and the employee may reasonably expect to take the break at the designated time, unless the demands of the moment require that the break be delayed. Employees who work less than six (6) hours per day shall receive no lunch break.
  3. With approval of the immediate supervisor the employee who is entitled to a thirty (30) minute lunch break, may combine the AM and/or PM breaks with the lunch break for an extended lunch period not to exceed one (1) hour.
- C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
  - D. The normal work week for all employees is Monday through Friday unless the work week must be extended to make up for strike days.
  - E. The Board shall provide rest rooms for employee use.
  - F. The Board shall support employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to assist the employee with respect to students who are disruptive or repeatedly violate rules and regulations.
  - G. Employees required and authorized by their supervisor to provide their own transportation to travel from building to building on school business shall be reimbursed at the uniform rate, established by the Board, for mileage for all employees.
  - H. Employees covered under this Agreement shall not be required as part of their regular daily assignment to supervise the lunchroom or playground except on an emergency basis.

**ARTICLE 10  
GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article and are hereby expressly excluded from the grievance and arbitration procedures of this Agreement:
  1. The discipline or termination of services of any probationary employee.
  2. Any claim, complaint or matter for which the employee can seek redress via another forum established by law or by regulation having the force of law.

## B. General Conditions

Written grievances as required herein shall:

1. Be signed by the grievant or the grievants;
2. Be specific and relate to contractual provisions alleged to have been violated;
3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of this contract alleged to have been violated;
5. Contain the date of the alleged violation;
6. Specify the relief requested.

Any written grievance not filed in accordance with the requirements of this Article shall be rejected as improper. Such rejections shall not extend the limitations hereinafter set forth.

The term "days" when used in this Article shall mean workdays. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement.

Grievance shall be signed by the grievant(s) or the local Association president.

A grievance which may affect more than one work location, may after oral discussion at Level One, be entered at Level Three of the procedure.

## C. Hearing Levels

Level One: An employee alleging a violation of the express terms of this Agreement shall within ten (10) days of its alleged occurrence, verbally discuss the grievance with their immediate supervisor in an attempt to resolve same. The Association may be notified and a representative thereof may be present with the employee at such meeting.

Level Two: If no resolution is obtained within three (3) days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) days of said discussion to file a copy of the written grievance with their immediate supervisor. Within ten (10) days the immediate supervisor shall prepare a written response to the submitted written grievance and shall provide their answer to the grievant with a copy to the Association.

Level Three: If the Association is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within ten (10) days of receipt of the grievance, the grievance shall be transmitted to the Superintendent or their designated agent. Within ten (10) days of receipt of the grievance, the Superintendent or their designated agent shall arrange a meeting with the Association on the grievance. Within ten (10) days of the discussion, the Superintendent or their designated agent shall render their decision in writing with copies to the Association and the grievant(s).

Level Four: If no decision is rendered within ten (10) days of the discussion, or if the written decision is unsatisfactory to the Association, the Association shall within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent or their designated agent with the officer of the Board in charge of drawing up the agenda for the Board's next regularly scheduled Board meeting.

Upon proper application as specified in Level Three, the Board or its designee shall allow the Association to represent the grievant in a hearing at a meeting for which the grievant is scheduled. Within twenty-five (25) days from the hearing of the grievance, the Board shall render its decision in writing with copies to the Association and the grievant(s). The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty five (25) days after the initial hearing.

Level Five: Individual employees shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, it shall, within fifteen (15) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. For communications purposes only, a copy of the Association's Demand for Arbitration shall be simultaneously served upon the Board within the above fifteen (15) day period. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall also govern the arbitration proceeding.
2. Powers of the arbitrator are subject to the following limitations:
  - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
  - b. They shall have no power to establish salary scales or to change any salary scale.
  - c. They shall not hear a grievance barred through this Agreement from the scope of the grievance procedure.
  - d. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
  - f. The arbitrator shall have no power to award punitive damages.

- g. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- h. All evaluations shall be specifically excluded from review by the arbitrator.
- i. The fees and expenses of the arbitrator shall be apportioned as follows:
  - (1) If the grievance is granted in full as requested by the union, the employer shall pay the fees and expenses of the arbitrator in full.
  - (2) If the grievance is denied, the fees and expenses of the arbitrator shall be paid in full by the union.
  - (3) If the grievance is granted in part and denied in part, the arbitrator shall apportion the fees and expenses on a percentage basis according to the degree to which each party failed to prevail.

**ARTICLE 11**  
**SENIORITY**

- A. All employees hired into the unit shall serve a minimum of ninety (90) calendar days probationary period with at least sixty (60) calendar days of probation served on days students are in attendance. A newly hired probationary employee shall not accrue seniority until the completion of the probationary period, but then shall accrue seniority from the date of hire.

Employees transferring from one job classification to another job classification shall be subject to a thirty (30) calendar day trial period. Employees transferring within the same job classification to a different level (i.e.- elementary, middle school, high school) shall be subject to a thirty (30) calendar day trial period. During this trial period the employee shall have the opportunity to revert back to their former assignment. If the employer deems the employee is not performing sufficiently in the new position, the employer has the right to return the employee to their former position. The employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.

- B. Seniority shall be defined as the length of continuous service within the bargaining unit. Accumulation of seniority shall begin on the employee's most recent date of hire and continue until termination of employment. Transfer, promotions, demotions, leaves of absence and/or layoff (unless an employee fails to comply with the recall provisions as stated elsewhere in this Agreement) shall not constitute an interruption in continuous service. Unpaid leaves will cause adjustment to the seniority date by the amount of unpaid leave time.

- C. A seniority list shall be prepared and maintained by the district. Employees shall be listed in order of seniority. Accompanying the name of each employee shall be a listing of the employee's current job classification. Said seniority list shall be presented to the Association annually at the beginning of the school year for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter by the employee and/or the association. In the absence of a timely objection, the employer's seniority list will be considered conclusive and not subject to the grievance process.

Ranking of Employees who assume their duties on the same day shall be done in order of the highest last four digits of the Employees' social security numbers. In the event of ties which develop as a result of loss of seniority, ranking shall be determined by giving the highest seniority ranking to the Employee who was senior according to the previous seniority list.

- D. Seniority shall be lost by an employee upon termination, resignation, retirement, or the failure to return from a leave or layoff as elsewhere stipulated in this Agreement.

## **ARTICLE 12 VACANCIES AND PROMOTIONS**

- A. A vacancy shall be defined as any position, either newly created or a present position that is not filled. An interim unfilled position due to the layoff procedure shall not be construed as a vacancy. An interim unfilled position due to an employee transferring to another position within the bargaining unit shall not be construed as a vacancy during the trial period.
- B. Whenever any vacancy shall occur, the Board shall inform the Association, provide electronic notice to employees, and post the vacancy on the district website. Upon posting a vacancy, as outlined above, the position shall remain vacant for a minimum of five (5) working days. Any position may be filled on a temporary or emergency basis while posting or notice requirements are being satisfied. Vacancies that occur within the two (2) weeks prior to the opening of school will be posted as noted above with the five (5) day timeline waived. Any transfer request letters from unit members on file as of June 1 shall receive consideration for relevant vacancies.
- C. When a vacancy occurs, an employee shall be granted an interview if they meet the minimum qualifications as posted.
- D. When an employee is asked by a supervisor to substitute in a position in a higher paying classification for five (5) consecutive days or more, said employee shall be paid retroactively to the first consecutive day at a step (which may be a lower step than their current step) in the higher paying classification assuring the increase is a minimum of fifty cents (\$0.50) per hour. If the increase is not a minimum of fifty cents (\$.50) per hour, then the employee will be placed at the next step in the higher paying classification.

- E. New hires may be placed no higher than step two of the wage scale for any classification based on relevant experience. Higher placement may be granted if agreed upon between the Superintendent and Association. When an employee applies for and is transferred to a new position in a higher paying classification, the employee shall be paid at a step (which may be lower than their current step) in the new higher paying classification assuring the increase is a minimum of fifty cents (\$0.50) per hour. If the increase is not a minimum of fifty cents (\$0.50) per hour, then the employee will be placed at the next step in the higher paying classification.
- F. In the event of a transfer to a lower classification, the bargaining unit member will be placed on the same step in the new classification as in the previous classification.

**ARTICLE 13  
LAYOFF AND RECALL**

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational support staff and that the procedures set forth in this article shall be used in laying off employees.

LAYOFF

- A. The Board shall give no less than twenty-one (21) calendar days; notice to the employee covered under this Agreement being laid off. One (1) day notice shall be given in case of employee work stoppage by any employee group of the school district.
- B. In the event of a reduction in work force, the Board shall first lay off newly hired probationary employees within a specific classification. If further reductions are necessary within a specific classification, then the employee with the least cumulative district seniority in the specific classification being affected by reduction in work force shall be laid off next. In the event positions are cut back by a significant number of hours (at least 20% or result in a loss of benefits), the employee impacted may utilize their seniority to bump into a position within the same or lower classification held by the least senior employee, provided the senior employee is qualified to perform the job responsibilities of the position.
- C. A non-probationary employee who is laid off pursuant to paragraph B of this Article has the right to be administratively placed in a position for which they are "qualified" under the procedures specified below.
  - 1. The laid off non-probationary bargaining unit member, if they possess sufficient seniority, shall first be assigned to displace the least senior employee within the same job classification.
  - 2. If displacement cannot occur within the employee's existing job classification, the bargaining unit member, if they possess sufficient seniority within another job classification, shall be assigned to displace the least senior employee in the next lower job



classification covered by this Agreement provided that the bargaining unit member meets the posted job qualifications of the position for which they seek assignment. A full-time employee will be considered for a full-time placement if possible. A part-time employee will be considered for a position commensurate with their current hours of employment. If the employer determines that the job specifications would be met through assignment of the displaced bargaining unit member to another job classification, that employee will be subject to a thirty (30) workday trial period in their new assignment. At any time during or at the conclusion of this period, the district shall have the right to remove the employee from the new assignment if the district determines that the employee's performance in that assignment is not satisfactory. In such event, the employee shall be returned to layoff status with recall rights to any subsequently vacant positions occurring in the job classification from which they were originally laid off.

3. The parties recognize that the purpose of the above trial period is to enable a displaced senior employee to exercise their seniority rights in another classification, provided that they meet the posted job requirements for the assignment in the other classification. The parties also recognize the need in this context for continued job efficiency, quality and productivity. Accordingly, during the trial period the employer will render reasonable assistance to the employee in familiarizing him/her with the requirements and specific responsibilities of the position. Similarly, during the trial period the employee is responsible for assimilating this information and for attaining a satisfactory level of performance.
4. A bargaining unit member shall be regarded as "qualified" to occupy an assignment within their current classification provided that the current position has been held for more than one (1) school year. A bargaining unit member shall be regarded as "qualified" for administrative placement outside their current classification (in accordance with the above procedures) if they meet the posted job requirements/specifications and satisfactorily completes the required trial period.
5. A bargaining unit member who bumps a less senior employee in the same or lower classification shall be placed on the same step of the wage scale in the new position that they were on in their previous position. A bargaining unit member returning to a position from a bump or layoff, shall be placed at the same step of the wage scale that they were on when the bump or layoff occurred.

#### RECALL

- D. Employees shall be recalled on the basis of seniority (i.e. those with the most seniority shall be recalled first) to a vacant position for which they are qualified (as outlined in Section C above) for up to two (2) years from the effective date of the original layoff. Newly hired probationary employees have no right to be recalled by the district. No new employees shall be hired by the Board while there are employees of the district who are laid off unless there are no laid off employees qualified (as outlined in Section C above) to fill the vacancy which has arisen. Laid off employees shall be recalled if they can reasonably be oriented to the job responsibilities for another position, subject to the thirty (30) workday trial period. It is

understood between the parties that the employer is not required to train an employee to acquire new skills for trial in a recalled position. An example of training would be enhancing the employee's skill level, such as increasing typing speed from 30 wpm to 60 wpm. An example of orientation would be familiarizing an employee with the details of a new position, such as a different computer program.

- E. The Board shall file written notice of recall from layoff by sending a registered or certified letter to said employee at their last known address. It shall be the responsibility of the employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee. If the employee fails to report to work within ten (10) calendar days of the date of the sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit regardless of the classification recalled to, and shall thereby terminate their individual employment contract and any other employment relationship with the Board.
- F. It is further agreed that any layoff pursuant to this Article shall suspend for the duration of the layoff the Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement. All insurance benefits will continue in effect until such time as an Employee on notice of layoff actually misses the first day of work. Thereafter, upon carrier approval, a laid off employee may continue insurance coverage at no expense to the employer.
- G. For purposes of this Article, Classification shall be as identified in Article 16, Section A.
- H. If reduction in staff and/or hours results in a situation not anticipated by the parties in reaching agreement on this layoff and recall language, including but not limited to implementation of Section B of Layoff and Section D of Recall, the parties will meet to attempt to work out an understanding and/or agreement to cover the situation.
- I. If a member disagrees with the implementation of their assignment under Section B of Layoff or with the implementation of orientation under Section D of Recall, the member may ask for a review or reconsideration by the parties pursuant to Section H above. However, the issue of assignment under Section B and orientation under Section D shall not be arbitrable.

#### **ARTICLE 14 SCHOOL CLOSING**

When a scheduled workday is cancelled due to schools being closed on a day previously scheduled for student instruction, employees will not report for work and will be paid for the day, unless the day is rescheduled for student instruction and is to be worked on a date which is in addition to the employee's originally scheduled work year. If the day is rescheduled for student instruction and is to be worked by the employee on a date which is in addition to the employee's originally scheduled work year, the employee will not be paid for the cancelled day but will work and be paid for the rescheduled day only.

**ARTICLE 15  
HOLIDAYS**

Employees shall not be scheduled to work nor be paid during the traditional Christmas and Spring breaks, as defined in the school calendar except that Employees will receive the current daily rate of pay for the following holidays, based on their regularly scheduled day, even though no work is performed:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Labor Day*	Day after Christmas

\*Labor Day is for those employees whose work year is inclusive of this holiday. Holiday pay for eligible part-time employees will be based on the proportionate number of weekly hours the employee is scheduled to work out of a 35 hour standard work week. Employees must work both the scheduled workday before and after a holiday (unless approved by administration) to qualify for holiday pay. Employees off sick on the scheduled workday before or after the holiday shall be required to submit medical proof of illness to receive holiday pay.

**ARTICLE 16  
COMPENSATION  
WAGE SCALE**

Classification 1	STEP	2022-24
Lead Building Secretaries	1	\$16.00
	2	\$16.60
	3	\$17.22
	4	\$17.87
	5	\$18.54
Classification 2		
Secretaries	1	\$14.68
	2	\$15.20
	3	\$15.73
	4	\$16.28
	5	\$16.85
Classification 3		
Clerks: Media, Technology, Office	1	\$13.50
	2	\$13.97
	3	\$14.46
	4	\$14.97
	5	\$15.49

On the above scale, employees will be placed on steps as follows:	
2021-22 steps 1-2, move to step 1 for 2022-23	2021-22 step 4, moves to step 3 for 2022-23
2021-22 step 3, moves to step 2 for 2022-23	2021-22 step 5, moves to step 4 for 2022-23
Steps granted for 2023-24 if employee worked 75% of year in 2022-23	

If step advancement is negotiated for the upcoming year, employees must have worked 75% of their scheduled work year to advance a step. Bargaining unit members shall receive compensation bi-weekly upon their return to work each school year.

Longevity

After ten (10) years of service, an employee is entitled to longevity payment of \$1,500 in additional salary to be paid on each anniversary date of that employee (effective 2021-22 the payment will be made in December as noted below). For employees hired prior to December 7, 2020, this longevity amount increases to \$2,500 after fifteen (15) years of service, \$2,800 after twenty (20) years of service and \$3,500 after twenty-five (25) years of service.

Beginning in 2021-22, this longevity payment will be based upon service as of June 30 of each fiscal year and shall be paid on the first pay of the following December each year unless the employee resigns/retires and then it will be paid in their last pay. In calculating longevity, the employee must work and be paid for at least 75% of their scheduled work year for it to count as a year of service.

**ARTICLE 17  
INSURANCE**

For employees who are regularly scheduled to work thirty (30) or more hours per week, the Employer shall make payment for premiums as described below for health insurance coverage for the employee and their dependents for the insurance benefits of either Plans A, C, D, E or Plan B. Employees who are regularly scheduled to work less than thirty (30) hours per week shall not be entitled to any Board-paid premiums for medical, dental or vision insurance, nor receive a cash stipend in lieu of medical, dental or vision insurance benefits.

PLAN A, C, D, E: For Employees Electing Medical Insurance

The Board shall pay 97.5% of the PA 152 2022 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes through December 31, 2022, and will pay 98.0% of PA 152 2023 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2023 through December 31, 2023, and will pay 98.5% of PA 152 2024 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2024 and continuing thereafter.

If a new agreement is not reached prior to January 1, 2025 any premium increase will be the responsibility of the employee. Association members enrolled in Plans A, C, D, E shall be responsible, through payroll deduction, for all health/medical benefits plan costs that exceed the amounts contributed by the Board as specified above.

Current LCHCC Ancillary Benefits are as follows:

Long Term Disability..... 60%; \$6,000 maximum; 60 calendar days/modified fill; freeze on offset.  
Dental..... (75-75-75, annual max \$1,500; ortho 75, \$1,000 lifetime max)  
Negotiated Term Life..... (\$20,000 with AD and D)  
Vision.....VSP-2S

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

PLAN B: For Employees not electing medical insurance

Long Term Disability..... 60%; \$6,000 maximum; 60 calendar days/modified fill; freeze on offset.  
Dental.....(75-75-75, annual max \$1,500: ortho 75, \$1,000 lifetime max)  
Negotiated Term Life..... (\$20,000 with AD and D)  
Vision.....VSP-2S  
The employer will pay the full premium amount for Plan B.

For employees working less than thirty (30) hours per week

Negotiated Term Life (\$20,000 with AD and D)  
Long Term Disability (As described in Plan A above)

OTHER PROVISIONS

- A. The foregoing insurance program shall be provided to the employee during a paid sick leave of absence.
- B. Board subsidies for insurance or fringe benefit coverage terminate at the end of the month of the effective date of the bargaining unit member's separation from the District.
- C. It shall be the responsibility of the bargaining unit member to make proper written application and to sign the appropriate enrollment and claims forms in order to access the insurance programs specified in this Agreement.
- D. All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policyholder and/or insurance carrier. Such disputes (except the employer's failure to make premium contributions specified in this Article) shall not be subject to the grievance procedure in this Agreement.
- F. For employees who work at least twenty (20) hours per week, the employer will make payment of the total cost of premiums for a Section 125 Cafeteria Plan which will include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 plan. Employees participating in a Health Savings Account are prohibited by federal law from participating in a medical reimbursement Section 125 plan.
- G. The Employer, in order to effect cost savings of premiums, retains the right to bid the insurance coverage for any or all of the insurance plans listed above provided comparable coverage is maintained. The Board shall be the policyholder for all insurance programs.

**ARTICLE 18  
MISCELLANEOUS**

- A. If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.
  
- B. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between and executed by the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
  
- C. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
  
- D. The parties recognize that Section 1178 of the Michigan School Code of 1976 authorized administratively designated school employees to administer medication to pupils. Bargaining unit members so designated by a supervising administrator shall be required to administer medication to pupils in accordance with the following procedures:
  - 1. Medication will only be administered in the presence of another adult.
  - 2. Written permission shall be obtained from the parent or guardian of the pupil.
  - 3. Medication shall only be administered by school personnel in accordance with instructions from the student's physician. Such instructions may be provided either directly from the physician or through the parent/guardian.
  - 4. Should a bargaining unit member believe that any of the above conditions have not been satisfied or reasonably doubt whether a particular procedure falls within their statutory authority to administer medication to pupils, the bargaining unit member shall immediately bring the matter to the attention of their supervising administrator.

- E. Employees may apply or may be required to attend specialized training activities. If the request is approved by the employer, the employer will pay for registration fees and related costs.
- F. Should a student require specialized care/medical treatment such as diapering, toileting, feeding, changing of personal hygiene products, tube feeding, catheterization or similar services, the employer shall negotiate terms and conditions of employment with the Association prior to these services being performed.
- G. Employees may enroll in classes, workshops or other professional development opportunities with the tuition and fees to be paid for by the District. These professional development opportunities must be related to the unit member's current or prospective job assignment with the Pinckney Community Schools and must have prior approval of their supervisor and the Assistant Superintendent for Business who will determine whether the request fits within the District's budget for support staff professional development.
- H. When an employee is assigned to perform medically related duties as part of their regular job duties and they have concerns about those duties, the employee may request a meeting of the medically related job duties review committee. The committee shall be composed of two employer representatives and two association representatives. The committee shall meet within 30 days of receipt of the written request for review. The committee shall consider the specific employee concern, including complexity of the duty, time taken to perform the duty, necessary training and any other relevant factor, and by consensus, make recommendations to Human Resources as the committee deems appropriate.
- I. An emergency manager under the Local Financial Stability and Choice Act, MCL 141.541, *et seq.*, may reject, modify, or terminate this Agreement as provided in that Act.

**ARTICLE 19**  
**NO STRIKE CLAUSE**

The Board and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of the profession, without interruption of the school program. Accordingly, the Association and each employee agree that during the term of this Agreement, they will not direct, instigate, participate in, encourage or support any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from their position, or stoppage of work, or concerted use of paid leave time, or sympathy, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment) or job action against the Board by any employee or group of employees.

In the event of a violation of this Article, the Board may enforce this Article by injunctive relief in addition to whatever remedies which may be available by law.

**ARTICLE 20  
EVALUATION PROCEDURE**

- A. Each employee's job performance shall be evaluated at least annually in writing by their immediate supervisor. Probationary employees shall be evaluated in writing with a sufficient time period to allow for improvement to be made before the completion of the agreed upon probationary period.
- B. Evaluations shall be completed prior to the end of the school year each year. If an employee receives an unsatisfactory evaluation, the employer shall outline in detail the improvement plan that the employee should follow in order to be successful. This plan shall be reviewed with the administrator at least every sixty (60) days. Training/class time required by the employer shall be paid by the employer, with time required beyond the regular workday compensated at the employee's regular hourly wage.
- C. Employees to be evaluated will be notified of the evaluation process and receive a copy of the evaluation instrument. Evaluations shall be based on observations, work performance at the work site and input from appropriate personnel with whom they work.
- D. Only documented reports concerning written evaluations and/or substantiated reports concerning disciplinary problems shall be used to determine an employee's job status.
- E. When disciplining or questioning an employee regarding delinquency in performance, the employer shall carry out the questioning or discipline privately and shall inform the employee of their right to union representation.
- F. A conference will be held between the employee and the immediate supervisor to discuss the contents of the evaluation. At the conclusion of the conference, the employee and the supervisor shall sign the evaluation instrument. A signature on the evaluation instrument does not indicate agreement with its contents but merely an indication that the employee has read the evaluation. In the event an employee disagrees with the written evaluation, they may exercise the option of attaching written comments to the evaluation instrument.

**ARTICLE 21  
DURATION**

All Articles of this Agreement shall be effective July 1, 2022 through June 30, 2024. In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

PINCKNEY COMMUNITY SCHOOLS  
BOARD OF EDUCATION

PINCKNEY EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION

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

\_\_\_\_\_  
Anne Stevelinck, President

\_\_\_\_\_  
Amanda Winningham, Secretary

\_\_\_\_\_  
Jessica Podhola, Secretary

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

\_\_\_\_\_  
Date



**Pinckney Community Schools  
Evaluation Instrument  
Pinckney Educational Support Personnel Association**

Name \_\_\_\_\_ Date \_\_\_\_\_

Assignment \_\_\_\_\_ Location \_\_\_\_\_

Supervisor \_\_\_\_\_

**Evaluation Criteria Definition:**

**Meets Job Requirements**

*Performance consistently meets the requirements of the position. Has demonstrated ability to solve problems and carry out duties and expectations/responsibilities set for the position.*

**Does Not Meet Job Requirements**

*Performance is below the requirements of the position. Performance needs improvement. Does not consistently meet the major requirements of the position. Requires more than usual guidance, supervision, and follow up to assure that work assignments are completed.*

**Not Applicable/Not Observed**

*Is not relevant to employee or job performance*

**EVALUATION CRITERIA**

<b>Knowledge and Skills</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>N/A</b>
Demonstrates required knowledge for the position.			
Demonstrates ability to effectively and efficiently perform specific duties.			
Demonstrates proficiency when using technology and equipment required for the position.			
Understands and accepts the scope of the job responsibilities.			

**Conclusion:**     Meets Job Requirements     Does Not Meet Job Requirements

**Basis for Conclusion:**

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<b>Performance of Duties</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>N/A</b>
Performs job duties in a timely manner.			
Quality of work.			
Demonstrates initiative in performing duties and responsibilities.			
Maintains an efficient and productive work environment.			
Maintains a punctual and reliable attendance pattern.			

**Conclusion:**     Meets Job Requirements     Does Not Meet Job Requirements

**Basis for Conclusion:**

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<b>Interpersonal Relations with Staff, Students, and Others</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>N/A</b>
Communicates and corresponds with staff, students and others in a professional manner.			
Maintains a nurturing and child-centered focus.			

**Conclusion:**     Meets Job Requirements     Does Not Meet Job Requirements

**Basis for Conclusion:**

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<b>Professional Growth and Behavior</b>	<b>Meets</b>	<b>Does Not Meet</b>	<b>N/A</b>
Open to professional growth and continuous learning activities.			
Adapts effectively to complexities of the position and organization.			
Represents the building/district in a professional manner.			
Maintains an efficient and productive work environment.			
Maintains a punctual and reliable attendance pattern.			

**Conclusion:**     Meets Job Requirements     Does Not Meet Job Requirements

**Basis for Conclusion:**

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**OVERALL Conclusion:**  Meets Job Requirements     Does Not Meet Job Requirements

**Basis for Overall Conclusion:**

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**Recommendation/Suggested Action for Meeting Job Requirements:**

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\_\_\_\_\_  
**Employee**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Supervisor**

\_\_\_\_\_  
**Date**

**Employee Comment (optional)**

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Shared drive/file folder: Evaluation Forms PESPA Support Staff

**APPENDIX B  
PINCKNEY COMMUNITY SCHOOLS  
PESPA GRIEVANCE REPORT FORM**

Grievance Number: \_\_\_\_\_ School Building: \_\_\_\_\_

Grievant: \_\_\_\_\_ Assignment: \_\_\_\_\_

Date Cause of Grievance Occurred: \_\_\_\_\_

**LEVEL 1. INFORMAL.** Date Grievance was discussed with Immediate Supervisor: \_\_\_\_\_

**LEVEL 2.** Date of filing written Grievance with Immediate Supervisor: \_\_\_\_\_

1. Statement of Grievance (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

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

2. Relief Sought:

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

\_\_\_\_\_  
PESPA Representative

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

B. Disposition of Immediate Supervisor:

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

\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Date

C. Disposition of Grievant and/or Association: Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
PESPA Representative

\_\_\_\_\_  
Grievant

\_\_\_\_\_  
Date

**LEVEL 3.**

A. Date Received by Superintendent: \_\_\_\_\_

B. Disposition of Superintendent or Designee:

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

\_\_\_\_\_  
Superintendent Date

C. Disposition of Grievant and/or Association: Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

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

\_\_\_\_\_  
PESPA Representative Date

**LEVEL 4.**

A. Date Received by Board Office: \_\_\_\_\_

B. Disposition of Board:

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

\_\_\_\_\_  
Superintendent Date

C. Disposition of Grievant and/or Association: Satisfactory: \_\_\_\_\_ Unsatisfactory: \_\_\_\_\_

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

\_\_\_\_\_  
PESPA President Date

**LEVEL 5.**

A. Date Submitted to Arbitration: \_\_\_\_\_

Date of Decision \_\_\_\_\_ Decision Attached \_\_\_\_\_