

# **Master Working Agreement**

**(Summary of Wages, Benefits, and Working Conditions)**

**Between**

**Pellston Educational Support Personnel (ESP)/  
MEA/NEA**

**And the**

**Board of Education of Pellston Public Schools**

**August 1, 2020-July 31, 2023**

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**Section 1. RECOGNITION**

- 1.1 The Pellston Public Schools Board of Education of Pellston, Michigan, hereinafter called the “Employer” and the Pellston Educational Support Personnel/MEA/NEA, hereinafter called the “Association” hereby enter into the following mutual covenants and agree with one another as follows:
  - A. The Employer hereby recognizes the Pellston Educational Support Personnel Association (PESPA/MEA/NEA) as the sole and exclusive bargaining representative for all regularly scheduled full-time and part-time food service, secretaries, associate teachers and paraprofessional employees employed by Pellston Public Schools, but excluding the Superintendent’s secretary, all bus drivers, certified teachers, vocationally certified personnel, supervisory, administrative and executive personnel, substitute and temporary employees, and all other personnel of the District.
  - B. Pursuant to and in accordance with all applicable provisions of the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, this Agreement is entered into to establish wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined for the entire term of this Agreement.
- 1.2 The Association recognizes its responsibility as bargaining agent and will represent all employees in the bargaining unit without discrimination or coercion.
- 1.3 It is contemplated that matters not specifically covered in negotiating this Agreement but of common concern to the parties may be subject to discussion. Any written agreement reached as a result of discussions with the Superintendent and/or the Employer becomes, after approval of the Employer and the Association, an addendum to this Agreement.

**Section 2. MANAGEMENT RIGHTS**

- 2.1 The Employer on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it, or not specifically withheld from it, by the Michigan School Code (as revised and amended) and the laws and the Constitutions of the State of Michigan and of the United States. Illustrative of these rights are the following:
  - A. To exercise the executive management and administrative control of the school system and its properties and facilities, and the professional activities of its employees;
  - B. To determine the number of location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities;
  - C. To hire all employees and to determine the size of the work force, and, subject to the provisions of this Contract and of the law, to determine their qualifications, and the condition of their continued employment, or their dismissal or demotion, and the right to promote and transfer all such employees;
  - D. To determine the services, supplies and equipment necessary to continue the operation of its schools, and to determine schedules, standards of operation, the means, methods, and

processes of carrying out the work, and the institution of new and/or improved methods of operation, including automation;

E. To carry out an evaluation of program and to evaluate the effectiveness of individual employee performance;

F. To adopt reasonable rules and regulations.

2.2 The exercise of the foregoing powers, rights, duties, and responsibilities by the Employer and adoption of policies, rules, regulations and practices in the furtherance thereof, shall be limited only by the provisions of this Agreement.

### **Section 3. ASSOCIATION DUES, FEES AND PAYROLL DEDUCTIONS**

3.1 The Employer shall make deductions from each employee's pay and make appropriate remittance as noted below:

A. Federal Withholding Tax

B. State Withholding Tax

C. Social Security and Medicare Tax

D. MPSERS deductions for MIP participants

E. MPSERS deductions for the Tax Deferred Payment (TDP) program as available under guidelines as developed and approved by the Office of Retirement Services (ORS) and/or the Michigan Public School Employees Retirement System (MPSERS) for participating employees

F. Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)

G. Other deductions as may be required by the express terms of this agreement and/or as may be agreed to in writing by the parties

H. Tax sheltered annuities as authorized by the employee

### **Section 4. GRIEVANCE PROCEDURE**

4.1 The definitions which apply to this section:

A. A "grievance" is a written claim by a bargaining unit member, more than one bargaining unit member, or the Association that there has been an alleged violation, misinterpretation, or a misapplication of the express written terms included in this Agreement.

B. A "day" is a weekday (Monday through Friday) exclusive of Saturday, Sunday, a legal holiday or a vacation period during the regular school year or summer months.

#### **INFORMAL LEVEL**

4.2 In the event a bargaining unit member believes there is a basis for a grievance, the bargaining unit member shall first discuss the problem with his/her immediate supervisor (or designee as assigned by the immediate supervisor) with the objective of resolving the matter informally. The

bargaining unit member may choose to notify the Association of the meeting and have an Association representative present at the meeting.

#### **FORMAL LEVEL I**

- 4.3 If, as a result of the informal discussion with the immediate supervisor, the complaint is not resolved, a formal grievance shall be submitted in writing to the immediate supervisor within ten (10) days following the date of the alleged grievance. The written grievance shall include:
- A. Identification of the grievant(s).
  - B. The specific facts upon which the grievance is based.
  - C. Identification of the applicable section(s), subsection(s), paragraph(s), or portion(s) of the Agreement allegedly violated, misinterpreted or misapplied.
  - D. The specific relief requested.
  - E. The date on which the alleged grievance occurred.
  - F. The date on which the grievance is being filed.
  - G. A signature attesting to the facts presented.
- 4.4 Within ten (10) days of receipt of the formal written grievance, the immediate supervisor (or designee) shall meet with an Association representative and the grievant in an effort to resolve the grievance. The grievant may be excused from all or a portion of this meeting by mutual agreement of the Employer and the Association. The immediate supervisor (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

#### **FORMAL LEVEL II**

- 4.5 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at FORMAL LEVEL I, or in the event that no decision has been rendered within five (5) days after the meeting with the supervisor at FORMAL LEVEL I, the Association may submit the grievance to the Superintendent within five (5) days after receipt of the FORMAL LEVEL I response, or within ten (10) days of the meeting with the supervisor (if the supervisor does not respond in writing).
- 4.6 Within five (5) days after receipt of the formal grievance, the Superintendent (or designee) shall meet with the Association representative and the grievant in an effort to resolve the grievance. The grievant may be excused from all or a portion of this meeting by mutual agreement of the Employer and the Association. The Superintendent (or designee) shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Association.

#### **FORMAL LEVEL III**

- 4.7 In the event the Association (and/or the aggrieved employee) is not satisfied with the disposition of the grievance at FORMAL LEVEL II, or in the event that no decision has been rendered within

five (5) days after the meeting with the Superintendent (or designee) at FORMAL LEVEL II, the Association may submit the grievance to the Secretary of the Board within five (5) days after receipt of the FORMAL LEVEL II response, or within ten (10) days of the meeting with the Superintendent (or designee), if the Superintendent (or designee) does not respond in writing.

- 4.8 Within one (1) month from receipt of the grievance the Board and Superintendent (or a committee of the Board, which committee may include the Superintendent) shall consider the grievance.
- 4.9 The Board may hold a hearing, or may designate one or more of its members to hold a hearing or otherwise investigate the grievance, or prescribe such procedure as it may deem appropriate for consideration of 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 two (2) weeks after the Board (or a committee of the Board) has conducted a hearing or has otherwise investigated the grievance within thirty (30) days from the date the grievance was submitted to it.
- 4.10 If the Association is not satisfied with the disposition of the grievance by the Board, the grievance shall be taken to mediation as provided by the Michigan Employment Relations Commission. It is agreed that three (3) members of the Board of Education will be assigned by the Board to participate in the mediation process.

**GRIEVANCE TIME LINES**

- 4.11 The time limits established by this grievance procedure shall be strictly construed; provided, however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced by the Association and/or grievant to the next step in the grievance procedure within the time limits specified shall be deemed abandoned. In the event the Employer’s representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.

**Section 5. DEFINITIONS OF EMPLOYMENT STATUS**

- 5.1 The following employees shall be covered by this employment agreement:

Extended School Year Employee	40 hrs/week	Extended School Year
School Year Employee	35-39 hrs/week	School Year
Part-time	Less than 35 hrs/week	School year/less than school year

(See attached Addendum – Employee Days and Hours)

**Section 6. WORK SCHEDULES, WORK WEEK, BREAKS, OVERTIME, ETC.**

- 6.1 The work week will begin on Monday and end on Friday
- 6.2 Work Day: The beginning and ending of the regular work day shall be scheduled by the Employer. Except for changes due to holidays, any change of the regular work day schedule in excess of one (1) hour shall not take place until the Employer has discussed the need for the change with the

local unit Association President. Except for changes due to holidays, any change in the beginning and ending of an employee's regularly assigned work day shall not occur with less than a one (1) week prior notice to the employee (except in unusual or extenuating circumstances). The Employer reserves the right to add work time to a part-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time and as long as the additional time does not exceed the hours of a more senior employee in the same classification. In this case the position shall be reposted.

- 6.3 Lunch Breaks: Each employee scheduled over four (4) hours per day shall be entitled to a thirty (30) minute, duty-free unpaid lunch period outside of the regular scheduled work day. Employees who have assigned responsibilities during their lunch period shall receive a paid lunch period. Employees may not move the lunch period to the beginning of the day in order to arrive thirty (30) minutes late, and employees may not move the lunch period to the end of the work day in order to leave thirty (30) minutes early without permission from the supervisor.
- 6.4 Work Breaks: Each employee shall be entitled to a ten (10) minute paid work break each work day for each scheduled uninterrupted four (4) hours of work. The time of the break shall be worked out with the approval of the employee's immediate supervisor. Break times from day to day shall be as uniform as possible for employees. Break times cannot be used to increase the lunch break, delay the start of a work day or allow for an early departure at the end of the work day without permission from the supervisor. Break time cannot accumulate from one day to the next.
- 6.5 Overtime: An employee who is assigned and/or receives approval to work in excess of forty (40) hour in a work week will be entitled to overtime pay (time and one-half). An employee must have administrative approval prior to working overtime. Overtime shall be offered on a rotating basis by seniority within the classification except for secretaries and clerical employees. Secretaries and clerical employees may take compensatory time equal to time and one-half for hours worked in excess of forty (40) hours per week. Compensatory time may be taken at a mutually agreeable time between the employee and the supervisor except that overtime compensatory time may accumulate to no more than two (2) days after which the employee shall be compensated at the overtime rate.
- 6.6 Callbacks: Whenever an employee has left work and is then asked to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked but not for less than one (1) hour. Callbacks of less than two (2) hours shall be compensated at the rate of time and one-half.
- 6.7 Holiday Work: Employees asked to work on a scheduled holiday shall receive overtime pay for actual time worked but not less than two (2) hours, and shall be paid their regular hourly rate for any holiday pay still due them.
- 6.8 Unplanned and Planned Closures (UPC): Employees will be paid for the first three (3) full day scheduled UPC days. Employees will receive pay for each of the first three (3) full days at the number of hours scheduled for the employee on that day. Any staff not scheduled to work on a UPC day will not be paid for the UPC day. Any employee not scheduled to work on a UPC day will not have the day counted as one (1) of the three (3) paid UPC days. Employees will be allowed to

use flex time or unpaid time off during UPC days. Employees not scheduled to work on a UPC day will not be allowed to use flex time during the UPC day. Employees will be required to work any required make-up days and will be compensated at their regular rate of pay with the hours to be determined by their direct supervisor. Any employee requesting to be absent during make-up days will be required to submit a request in writing to the Superintendent of Schools, approval for requested absence will be at the discretion of the Superintendent.

In the case of a partial UPC day:

1. In the event that the school day is delayed (one (1) or two (2) hour delays), employees will report to work either one (1) or two (2) hours later than their regularly scheduled start time. Employees will not be paid for hours not worked due to a delay in the start of school. Employees will not be allowed to use flex time during the delay time in the start of school.

2. In the event that there is an early dismissal, employees will be released from work at the end of the student dismissal time. Employees will not be paid for hours not worked due to an early dismissal. Employees will not be allowed to use flex time to complete a regular day pay during an early dismissal.

6.9 Food Service Activities: In the event extra help is needed for banquets and other food service activities, support staff in the appropriate classification that have expressed interest in writing, and are available, will be offered first chance to work. Selection of employees shall be on a rotating basis with those individuals who have the greatest seniority being offered the work first.

6.10 Extra Work and Substituting: Support staff employees shall be permitted to work or substitute in other classifications for which they are qualified, subject to the following:

A. Employees interested in extra work assignments or substitute work shall notify the supervisor in writing prior to September 20 each year. The request shall state the classification(s) and/or position(s) for which the employee wishes to be considered. Employees may change their choices with two weeks' notice. The Board is not required to offer substitute work to employees who have not signed up.

B. Eligible employees will be asked to work extra work assignments or substitute on a seniority rotational basis.

C. When selected by the supervisor to work or substitute, the employee will not gain seniority in another classification.

D. In the event an employee is chosen to work in someone else's position for five (5) consecutive work days or more, the individual will be paid at the pay scale of that employee for whom he/she is substituting or at his/her own regular hourly schedule, whichever is greater, with such pay rate to begin after the 4th consecutive work day.

E. An employee will not be permitted to work more than ten (10) hours in a day or more than forty (40) hours in a week in any combination of jobs unless mutually agreed to by the Employer and the employee.



- 6.11 Working Alone: It is understood that an employee may be scheduled to work alone in a school facility. In the event an employee is schedule to work alone, with no one else in a school facility, the Employer will provide the employee with a means of communication to be used in an emergency.
- 6.12 To assure the health and safety of all employees the parties agree to abide by work standards set forth by MIOSHA.
- 6.13 The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may use such physical force with a student as is necessary only to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as the law permits.
- 6.14 Bargaining unit members may be required to dispense or administer medication or medically related procedures. In this event, the Board shall designate the person/persons responsible to perform these tasks and have in place procedure to be followed. Violations of these procedures shall be subject to the grievance procedure.

#### **Section 7. SENIORITY**

- 7.1 Probationary Status: A newly hired employee shall be on probationary status until he/she has completed sixty (60) worked days. The probationary period shall be counted from and including the first day of regularly assigned employment. Employment during the probationary period shall be solely at the discretion of the Employer on a day-to-day basis. Employment during the probationary period shall not include any paid holidays or paid sick leave.
  - A. Probationary employees may be terminated with or without cause during the probationary period. The employer reserves the right, as its sole discretion, to terminate a probationary employee without such notice.
  - B. After satisfactory completion of the probationary period, an employee will be given the status of a regular employee. After the probationary period, an employee shall be eligible for leave time as outlined in this Agreement, and shall be moved from probationary salary schedule to the regular salary schedule.
- 7.2 Seniority Defined: Seniority shall be defined as the length of service within the bargaining unit beginning with the first day the employee is assigned to work. If two (2) or more employees have the same start date, the employee with the lowest last four (4) digits on his/her Social Security card shall be deemed to be the most senior. Seniority within a classification shall be determined by the date an employee first performed service for the Employer in the classification. If an employee changes classifications, his/her seniority shall remain frozen in each previous classification(s). Seniority classifications are: Secretary, Food Service, Associate Teacher and Paraprofessional.
- 7.3 Seniority Accrual: Seniority shall not accrue during layoff or during an authorized leave of absence in excess of thirty (30) work days.

- 7.4 Seniority List: The Employer shall prepare and maintain a seniority list. Four (4) copies of the list shall be furnished to the Local Association Representative by September 30 of each school year. The Local Association Representative shall post the Seniority List on the bulletin board made available to the Association by the Employer. After thirty (30) days, if there are no corrections, the list shall be considered accurate and final.
- 7.5 Loss of Seniority: Seniority shall be lost if the employee:
- A. Voluntarily quits or retires. Notice of such shall be filed in writing to the Superintendent or designee.
  - B. No longer works in a position represented by the bargaining unit.
  - C. Is involuntarily terminated and the termination is not reversed.
  - D. Is absent for three (3) consecutive days without notifying the Employer, fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall otherwise expressly agree in writing, or unless emergency circumstances prevent such notification or reporting.
  - E. Does not return to work when recalled from layoff, unless emergency circumstances prevent such reporting.
  - F. Fails to return to work on the first scheduled working day following termination of any leave of absence without valid reason for failure to return to work.

### **Section 8. LAYOFF AND RECALL**

- 8.1 Layoff Defined: Layoff shall be defined as a reduction in the number of positions/hours in the work force. It is understood that the Board may reduce an employee's hours without the layoff provision (Section 8.2).
- 8.2 Reduction of Hours: In the event the hours of a bargaining unit position must be reduced, the Employer shall notify the affected employee in writing, ten (10) work days prior to the effective date of the reduction of the position, that their position is being reduced in hours and the reason for the reduction. The employer will then post the new position with the reduced hours. The affected employee may exercise their seniority rights to displace the least senior employee with the same hours and wages that they are qualified for or they may sign the posting for the newly created position.
- 8.3 Layoff Notice: No employee shall be laid off pursuant to a reduction in the work force unless said employee shall have been notified of said layoff at least ten (10) work days prior to the effective date of the layoff.
- 8.4 Layoff Procedures: In the event of a reduction in work force, the Employer shall first lay off probationary employees in the affected classification. After the layoff of probationary employees in the affected classification, the Employer shall layoff by seniority and qualifications within the affected classification. If qualifications are essentially equal, then layoff shall be by seniority. Qualifications will be defined as the skill level of the employee and the specific work skill needed. The remaining bargaining unit members will then bid on positions by seniority in the affected

classification or classifications. Employees may also exercise frozen seniority in other classifications to maintain their hours.

- 8.5 Recall Procedures: The Employer shall give written notice of recall from layoff by personal service or by sending a certified letter, return receipt requested to the employee at his/her last known address as it appears on the Employer records. It shall be the responsibility of each employee to notify the Employer of any change in address. Laid off employees shall remain on the recall list for two (2) calendar years from the anniversary date of the layoff.
- 8.6 Reporting Procedures: If the employee fails to report for work within five (5) days from the date of receipt or attempt to deliver mailing of such notice of recall or personal service, unless an extension is granted in writing by the Employer, the employee shall be considered a voluntary quit. The five (5) day reporting limitation may be extended if emergency circumstances prevent such reporting.
- 8.7 Laid Off Employees: The Employer agrees to give first consideration to laid off employees for substitute work if they indicate in writing that they are interested in working as a substitute, and if they are qualified to do that work. If a laid off employee accepts a substitute position for a period of ten (10) or more days, beginning with the eleventh (11th) day, the substituting laid off employee shall be paid the greater of the same hourly rate of pay they were receiving at the time of the layoff, or at the rate of pay the person for whom they are subbing was receiving, as long as that rate of pay does not exceed the rate of pay listed in the compensation section of this Agreement for the classification in which the substituting employee is working.

## **Section 9. VACANCIES**

- 9.1 Notices of all vacancies and newly created positions shall be posted on employee bulletin boards within one (1) pay period from the date the position is declared vacant or from the date of the creation of a new position. Students will not be assigned bargaining unit work on a regular basis except with the mutual agreement of the parties.
- 9.2 Employees shall be given seven (7) business days to apply for the new position or vacancy. The seven (7) business days from the posting date will be waived for positions posted within seven (7) business days of the annual beginning day of school for students. The Employer reserves the right to add up to one (1) hour in regular daily work time to a part-time position without reposting said part-time position, as long as the employee assigned to that part-time position is willing to accept and work the additional time and the additional time does not exceed the hours of a more senior bargaining unit member.
- 9.3 If the posting occurs during a time when all employees are not scheduled to work (i.e. summer, vacation periods, layoff, etc.), the Employer will mail such postings to each employee who leaves a self-addressed stamped envelope with the Employer for such mailings and/or postings on the school website and email to those members who have provided email addresses. As an alternative, the non-working employee may telephone the Superintendent's office to inquire about any new postings.
- 9.4 Newly created positions or vacancies shall be posted as to classification, qualifications, type of work, starting date, rate of pay, and time and hours to be worked.

- 9.5 The most highly qualified applicant for a particular vacancy will be selected by the Employer to fill the vacancy, at the sole discretion of the Employer. If qualifications between an external and an internal applicant are the same, the internal applicant shall be awarded the position.
- 9.6 The Superintendent or designee may place an employee within a classification to a position deemed to be in the best interest of the district. No placements shall be made without the prior knowledge and agreement of the Association.
- 9.7 Trial Period: A trial period will apply when a bargaining unit member changes classification.
- A. A successful internal applicant will be placed on a twenty (20) work-day trial period which may be extended with the approval of the Superintendent at the new rate of pay commensurate with the new position.
- B. During the trial period in a new position, the employee may elect to return to his/her former position. The Employer may elect, for cause, to return the employee to his/her former position ("cause" may include the Employer's assessment that the employee is not performing satisfactorily in the new position).
- C. During the trial period, the employee's former position may, at the Employer's discretion be filled with a substitute or temporary employee.

#### **Section 10. EMPLOYEE DISCIPLINE**

- 10.1 Discipline: No employee who has successfully completed his/her probationary period shall be disciplined, reprimanded, reduced in rank or compensation, or dismissed without just cause. While discipline is intended to be corrective in nature, the parties acknowledge that sometimes an employee must be dismissed due to the grievous nature of his/her action which resulted in the discipline, or due to his/her failure to correct behavior which may have resulted in a previous disciplinary action. The Employer and Association will work together to reduce or eliminate publicly embarrassing employees who are being disciplined.
- 10.2 Procedure: While the parties mutually subscribe to progressive discipline, intended to be corrective in nature in dealing with many issues, (1) verbal warning or reprimand, (2) writing written warning or reprimand, (3) suspension, and/or (4) discharge, it is understood between the parties that the seriousness of an offense may cause the Employer to move directly to an advanced step of the disciplinary procedure, even to discipline as severe and permanent as dismissal.
- 10.3 Representation: An employee shall have the right to have a representative from the employee's classification or a representative from the Association present at any disciplinary hearing before the Employer.
- 10.4 Notice: A written record of any disciplinary action will be placed in the personnel file maintained in the employee's name by the district, and a copy will be forwarded to both the employee and the Association. After three (3) years, disciplinary actions may be removed from the personnel file at the Superintendent's discretion.

- 10.5 Personnel File: Timely written notice shall be provided to an employee in those cases where the district has received a Freedom of Information Act request for materials from the personnel file maintained in said employee's name. Notice to the employee will include information about the specifics of the request, including the name(s) of the person(s) making the request.
- 10.6 Drug-Free Work Place: The Employer believes it must maintain a drug-/alcohol-free environment for students and employees of the District. Therefore, the use, possession, distribution, dispensation or manufacturing of alcohol or an illegal drug (drugs and controlled substances, the possession of which is unlawful pursuant to Federal or State laws) by any support staff employee on school property or at a school function shall be cause for disciplinary action up to and including termination of employment.
- 10.7 Drug Testing: The Employer may require any support staff employee to submit to test(s) by licensed professional(s) to determine if the employee has reported to work with alcohol and/or an illegal drug present in his/her body or system, under the following circumstances:
- A. If an administrator or supervisor has reasonable suspicion that the employee is under the influence of alcohol or illegal drug(s) while at work; or
  - B. If a formal written complaint/report is received by an administrator or supervisor which claims that a support staff employee used alcohol or illegal drug(s) on school property, or he/she is believed to be at work on school property while under the influence of alcohol or illegal drug(s), or he/she is believed to be at work on school premises while alcohol or illegal drug(s) are present in his/her body or system. The Employer will respond to the complainant and provide a copy of the response to the employee (except as may be prohibited by law).
- 10.8 Any support staff employee who violates these drug-free workplace subsections of the contract (10.6 & 10.7) shall be subject to disciplinary action up to and including termination of employment. If the employee is not terminated, the Employer reserves the right to require the employee to satisfactorily participate in a drug assistance or rehabilitation program.
- 10.9 When/if an administrator or supervisor requires a support staff employee to be tested, the administrator shall send the support staff employee to the appropriate professional(s) for the test(s) the administrator or supervisor determines to be appropriate (i.e. blood, urine or breath), and the cost of the test(s) shall be the responsibility of the District. The employee shall sign a release, which permits the professional to provide the results of the test(s) (as it concerns alcohol or illegal drugs) to the Superintendent of Schools, which the Superintendent may also submit to the Board of Education in compliance with the Open Meetings Act. Illegal drugs shall include, but are not limited to: marijuana, cocaine, opiates, amphetamines and phencyclidine (PCP). The administrator shall set the time and place for the testing to be performed and, if deemed necessary, make provision for transportation. If it is a test(s) for alcohol it shall be performed immediately. If it is a test(s) for illegal drug(s), it shall be performed within 24 hours.

Should an employee test positive on an initial screen s/he shall have the right to a confirmatory screen paid for by the Employee if the confirmatory test is conducted within a 24-hour period. The Board will consider action only when the two (2) test results match. An Association representative may be present at any meeting regarding test results.

- 10.10 If a support staff employee refuses or neglects to attend the examination(s) scheduled for the test(s) or refuses to sign the necessary consent to enable the Employer to obtain the results, the employee may be deemed to have violated the non-alcohol/non-illegal drug policy set forth herein and said refusal(s) may be cause for termination.

### **Section 11. AUTHORIZED LEAVE**

- 11.1 Each Non-Probationary School-Year employee shall be credited with nine (9) flex days each year (based on the employee's full-time or part-time assigned work hours, July 1-June 30). Flex days shall be prorated if for less than a full year.

Employees who regularly work more than the school year, but less than full-year shall receive an additional flex day for each month or portion thereof worked over nine (9) months.

Each non-probationary extended year employee shall be granted ten (10) flex days (based on the employee's full-time or part-time assigned hours) during his/her first non-probationary pay period of the fiscal year (July 1-June 30). Flex days shall be prorated if for less than a full year.

- 11.2 Flex time may be used for personal use, personal illness or family illness. Illness use will follow FMLA guidelines. Employees may also use flex/FMLA days for other persons not defined in FMLA if the person is designated as guardian and is residing within the same household. Flex days may also be used for special circumstances of illness or death if prior approval by the Superintendent or his/her designee, on a case-by-case basis.

### **PERSONAL USE OF FLEX TIME**

No less than twenty-four (24) hours notification is required for prearranged flex day leave for pre-planned appointments. Flex time may not be used during the first ten (10) days and during the last ten (10) days of the original year end of school. Employees may use flex time during unpaid holidays when school is not in session. When school is in session, no more than three (3) consecutive flex days may be used without preapproval of the Superintendent. If they exhaust available accrued time and thus need time-off without pay due to illness or for personal reasons, they could be subject to discipline.

- 11.3 Employees shall not be permitted to use a flex day immediately before or after a holiday or vacation period except in unusual or extenuating circumstances, and then only with the written approval of the Superintendent.
- 11.4 Flex days will be credited at the beginning of each fiscal year. Recognized holidays falling within a flex day period shall not be counted as flex days. If an employee voluntarily terminates his/her employment and has already used the full amount of flex days for the year, the amount of the unearned flex days used will be deducted from the last paycheck (i.e. the days available will be prorated, based on the portion of the year worked).
- 11.5 Unused flex days shall accumulate to a maximum of ninety (90) days.
- 11.6 An employee retiring from the Pellston Public Schools after a minimum of five (5) years of service shall receive a lump sum payment of twenty dollars (\$20) for each unused flex day.
- 11.7 Flex Leave Bank

A. A Flex Leave Bank shall be established consisting of a number of days equal to twice the support staff census of which one half (1/2) day shall be contributed by each support staff member, and one half (1/2) day per support staff member shall be contributed by the employer. Days shall be credited at the beginning of each fiscal year. In subsequent years, support staff members and the employer will make equal contributions to maintain the beginning of the fiscal year total at the level of twice the support staff census. Support staff member contributions to maintain the Flex Leave Bank beginning total mentioned above will be in order of seniority (most to least) on a continuous rotating basis.

B. Upon depletion of his/her personal flex days, a support staff member may make application to the Flex Leave Bank Review Board. This Board will consist of three (3) members chosen for the duration of each contract period by support staff and the Superintendent of Schools. The Superintendent of Schools, upon the recommendation of the support staff members of the Flex Leave Bank Review Board, will determine whether or not the applicant's request will be approved; however, a bargaining unit member can only borrow a number of days equal to what she/he can accumulate in that school year.

C. An individual support staff member who utilizes Flex Leave Bank days during a school year must "pay back" days used from their annual flex leave allowance in subsequent years at an annual rate not to exceed four (4) days per year. It will be the responsibility of the support group employee to fully reimburse the Flex Leave Bank for days used if the employee quits or is terminated or moves to another position outside of the support agreement. Individual support staff members and the employer who must contribute on an annual basis to the Flex Leave Bank beginning year total under Section 2 will be assessed contribution days after the required "pay backs" of Flex Leave Bank users have been determined.

D. If an employee has borrowed days from the Flex Leave Bank and is by action of the Board of Education or designee terminated from district employment, any unreturned days will become part of the termination agreement and days will be restored to the Flex Leave Bank by the Board of Education.

## **BEREAVEMENT**

11.8 Employees shall be granted up to three (3) arranged days leave for each death in the immediate family without loss of pay for the time lost from regularly scheduled work. For purposes of this provision, "immediate family" shall include mother, father, brother, sister, spouse, children and step-children, grandparents and grandchildren or step family (i.e. Stepfather, etc.) of the employee or the employee's spouse.

## **JURY DUTY**

11.9 An employee who is summoned and reports for jury duty or court appearance at which time the employee otherwise would have been scheduled to work for the Employer, or is subpoenaed to give testimony before a judicial or administrative tribunal, shall be compensated the difference between his/her daily pay and the pay received for the performance of such obligation (minus any allowable mileage reimbursement). Time lost will not be deducted from any leave time.

- 11.10 In order to receive payment for jury duty or court appearance, an employee must give the Employer prior notice that s/he has been subpoenaed/summoned for such duty and must furnish satisfactory evidence that s/he reported for or performed such acts on the day(s) for which she/he requests payment. An employee is to report back to work if excused from jury duty or court appearance early enough to work at least two (2) hours of his/her regular work day.
- 11.11 The Employer shall not be obligated to pay an employee compensation for jury duty, court appearance, or when subpoenaed to give testimony before a judicial or administrative tribunal when such testimony is connected with the employee's non-school employment, or results from Association or bargaining unit initiated judicial or administrative tribunal proceedings.

#### **UNPAID LEAVES**

- 11.12 All requests for unpaid leaves of absence are to be in writing, and must contain the reason(s) and the specific length (listing dates) for the requested leaves.
- 11.13 An employee may be granted or denied an unpaid leave of absence at the sole discretion of the Employer. The approval and/or denial of unpaid leaves of absence shall not be subject to the grievance procedure.
- 11.14 An employee shall not be granted a leave of absence for the purpose of seeking or holding employment elsewhere.

#### **SHORT TERM LEAVES**

- 11.15 The Board and the Association agree that it is in their mutual interest and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA) and revisions of January 2009. In doing so, the parties agree that employees requesting leaves of absence, pursuant to FMLA, who are found eligible under the terms and conditions of the Master Agreement during their FMLA leave time. The employee shall have the option of using paid sick leave days. While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand any employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

#### **LONG TERM LEAVES**

- 11.16 An unpaid leave of absence exceeding twenty (20) work days or more shall require action by the Board of Education.
- 11.17 Except in an emergency or unusual or extenuating circumstances, written requests for unpaid leaves of absence in excess of twenty (20) work days are to be submitted to the Superintendent at least a full month in advance of the anticipated leave.

#### **ASSOCIATION LEAVE**

- 11.18 At the beginning of each fiscal year, the Association shall be credited with three (3) days to be used by employees who are officers or agents of the Association for Association business. The use of these days must be approved by the local Association President. The Association agrees to



reimburse the Employer for the total cost of the substitute who fills in for the absent employee. The Association will notify the Superintendent not less than five (5) days in advance of an employee taking such leave. Not more than one (1) employee shall be absent on the same date under the subsection. More employees may be excused at the discretion of the Superintendent.

## **Section 12. HOLIDAYS**

12.1 Non-probationary employees shall receive the following paid holidays:

- A. Fourth of July (extended year)
- B. Labor Day (extended year)
- C. Thanksgiving Day
- D. The Friday after Thanksgiving Day
- E. Christmas Day
- F. New Year's Day
- G. Memorial Day

If students start before Labor Day, it will be a paid holiday.

12.2 In order to be eligible to receive pay for a holiday as listed above, an employee must work on his/her last scheduled work day before and the first scheduled work day after the holiday unless s/he is on an excused paid leave day.

12.3 Employees who work an extended school year (260 or more days) shall be paid for any holiday that falls within their work year.

## **Section 13. UNIFORMS**

13.1 The Employer will provide:

- A. For each Cook covered by this Agreement two (2) aprons will be provided to each cook by the district on an annual basis.

13.2 Aprons will be replaced by the Employer when they are worn out and turned in to the Employer for replacement.

13.3 It shall be the responsibility of employees who are provided aprons to wear the clothing while at work performing the duties as an employee of the school district.

13.4 It shall also be the responsibility of employees who are provided aprons to maintain the clothing in a clean and orderly condition as part of his/her reasonable performance of duties.

## **Section 14. WORKSHOPS, CONFERENCES AND SEMINARS**

14.1 Attendance at Employer approved workshops, conferences or seminars, and attendance at any Employer approved workshop or meeting held to provide updates, shall be compensated at the

employee's regular wage for any hours in attendance that are in excess of the normal work schedule.

- 14.2 Registration and fees to attend Employer approved events as noted in 14.1 (above) shall be paid by the Employer.
- 14.3 Employees who are required to serve on committees or attend meetings beyond the work day shall be paid minimum wage for each hour of attendance. This provision does not apply to classes or training sessions the employee requested and received approval to attend.

### **Section 15. EVALUATION**

- 15.1 The Employer will be responsible for evaluating bargaining unit employees once a year.
- 15.2 Forms and criteria used in evaluation will be changed or revised only after requesting input and advice from bargaining unit employees.
- 15.3 Within sixty (60) days of the signing of this agreement, the parties shall mutually establish the criteria for each skill level of each job.
  - A. Employees shall only be expected to meet the criteria of the program in which they are enrolled.
  - B. Criteria shall be in effect for the life of the contract.
- 15.4 The supervisor will hold a meeting with the employee to go over the evaluation unless the employee waives such a meeting by checking the waiver box on the evaluation form. An employee signature on his/her evaluation document is not intended to indicate agreement with ratings or comments of the evaluator, but merely is to indicate that the employee has knowledge of the content and has received a copy of his/her evaluation. If the employee disagrees with the written evaluation, he/she may submit a written response within ten (10) days and the written response shall be attached to the file copy of the evaluation in question.

### **Section 16. COMPENSATION**

- 16.1 Each employee shall receive an hourly rate of pay based on his/her classification and pay lane ("Entry" or "Experienced").
- 16.2 An employee's wages will be based on demonstrated competence criteria levels of the employee. To move from "Entry" to "Experienced," the employee must make known their desire in writing to the Superintendent. Their written request should include but is not limited to experience, training and longevity.

It is the responsibility of the employee to pursue training programs that will result in the employee's promotions to an advanced level of competence. The employer will approve training so that an employee can advance in the most expedient manner.

- 16.3 Prior to changing established criteria, the Employer will request input from a committee of bargaining unit employees. The Employer will request representation from each classification prior to revising or changing competence criteria. Recommendations to move an employee from

one level to another will be made by the Superintendent in consultation with the employee's supervisor.

- 16.4 An employee has the right to request a review of the competence evaluation if s/he is denied a move to a higher level. The review Board shall consist of the Supervisor, the Superintendent and a bargaining unit member appointed by the Association.
- 16.5 Due to the unique and challenging circumstances surrounding the COVID-19 pandemic, wage negotiations, above a 1% increase will be put in abeyance until January 2021.

Should the district receive a clearer financial picture prior to January 2021, further negotiations on wage (only) will be resumed.

Beginning September 2021

<u>Classification</u>	<u>Entry</u>	<u>Experienced</u>
Food Service	\$13.86	\$14.58
Para Professional	\$14.51	\$14.83
Cashier	\$15.32	\$15.66
Secretary	\$17.17	\$17.55

Beginning September 2022

<u>Classification</u>	<u>Entry</u>	<u>Experienced</u>
Food Service	\$14.28	\$15.02
Para Professional	\$14.95	\$15.27
Cashier	\$15.78	\$16.13
Secretary	\$17.69	\$18.08

Employees that are currently receiving Professional Stipend and Plus Stipend will continue to receive the current stipend amount of forty-five cents (\$0.45) for the duration of their employment.

A yearly stipend of one hundred fifty dollars (\$150.00) will be annually authorized to building level secretaries for their work in the administration of student medical needs. The one hundred fifty dollars (\$150.00) stipend will also be paid to those paraprofessionals that consistently assist students with significant medical needs, including personal hygiene care and toiletry assistance.

- 16.6 During the sixty (60) work day probationary period employees will receive ninety-five percent (95%) of the Entry Level rate of pay.
- 16.7 The Employer may make corrections or adjustments in an employee's pay due to bona fide Employer or Employee error. In such cases, a written explanation of the reason for the correction or adjustment will be provided to the employee.

16.8 Employees shall become eligible for longevity pay beginning on the first pay period of the new school year.

12 years of employment: \$0.20 per hour over the salary schedule amount

15 years of employment: \$0.35 per hour over the salary schedule amount

20 years of employment: \$0.50 per hour over the salary schedule amount

**Section 17. FRINGE BENEFITS**

17.1 All employees shall receive Long Term Disability Insurance fully paid by the Board as follows:

66 2/3 of Max Eligible Salary

Maximum Monthly Benefit \$1,500

90 days modified fill

Mental/Nervous Same as Illness

Alcohol/Drug Same as Illness

Freeze on Offsets

Vision – VSP 3 Gold; single subscriber only

**SALARY REDUCTION ARRANGEMENTS**

17.2 Employees may, subject to the guidelines of the District’s Section 125 Cafeteria Plan approved under the Internal Revenue Code, sign a Salary Reduction Agreement for the purpose of purchasing benefits and/or participating in other plan options. Health benefits available to bargaining unit employees under this Cafeteria Plan will be limited to those available to other employees of the District.

**Section 18. NEGOTIATION PROCEDURES**

18.1 The parties acknowledge that during 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.

**Section 19. CONTINUITY OF OPERATIONS**

19.1 The Employer and Association agree that all differences between them shall be resolved by the orderly procedures provided herein, without interruption of the services which support school programs. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike or any other form of work cessation. As used in this paragraph, “strike” shall be defined pursuant to Act No. 112 of the Public Acts of 1994, as amended.

**Section 20. DURATION OF AGREEMENT**

20.1 This Agreement shall be effective as August 1, 2021 and shall continue in effect until July 31, 2023.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this \_\_\_\_\_

ASSOCIATION

EMPLOYER

\_\_\_\_\_

\_\_\_\_\_

President

President

\_\_\_\_\_

\_\_\_\_\_

Vice President

Vice President

\_\_\_\_\_

\_\_\_\_\_

Secretary

Secretary

\_\_\_\_\_

\_\_\_\_\_

Treasurer

Treasurer

\_\_\_\_\_

\_\_\_\_\_

Negotiations Committee

Trustee

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Negotiations Committee

Trustee

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Negotiations Committee

Trustee

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Negotiations Committee

Superintendent