

A MASTER AGREEMENT

Between the

**PICKFORD EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

and the

PICKFORD BOARD OF EDUCATION

September 1, 2010 - August 31, 2013

ARTICLE I AGREEMENT

This Agreement is entered into effective **September 1, 2010**, by and between the Pickford Board of Education, hereinafter called the "Employer" and the Michigan Education Association, hereinafter called "MEA" or the "Union," through its local affiliate, the Pickford Educational Support Personnel Association, MEA/NEA.

ARTICLE II PURPOSE

- A. The Board and the Union have a statutory obligation, pursuant to Act 379 of the Michigan Public Employment Act of 1965 to bargain with respect to rates of pay, wages, hours of employment and other conditions of employment. The parties, following negotiations, have reached certain understandings and it is agreed as follows.
- B. The provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE III RECOGNITION

- A. The Board hereby recognizes the Pickford Educational Support Personnel Association, MEA/NEA, as the sole and exclusive bargaining representative for all full time and regular part time secretaries, custodians, maintenance personnel, cafeteria staff, aides, and bus drivers, health nurse, **and Title aides**. Furthermore, **Title** positions will be remunerated for services within the confines of the **Title** yearly budgets.
- B. The term "employee" when used in this Agreement shall refer to all employees represented by the Union in the bargaining unit described above. Reference to gender in this Agreement shall mean both male and female.

ARTICLE IV EXTENT OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE V EMPLOYEE EVALUATION

- A. Each employee will be evaluated at least once every two (2) years. Each probationary employee will be evaluated at least once during his probationary period.
- B. All evaluations must be discussed with the employee before they are submitted to the Superintendent and shall bear the signatures of the evaluator and the employee. Employees will be provided the opportunity to discuss their evaluation with the supervisor who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicate the employee is familiar with it. If the employee does not agree with the evaluation, he may attach a written response to the evaluation.
- C. A copy of the written evaluation shall be submitted to the employee at the time of their personal interview.
- D. In the event of an unsatisfactory evaluation, the employee may request reevaluation, within ten (10) days, by a different evaluator.

ARTICLE VI GRIEVANCE PROCEDURE

- A. A grievance shall be defined to be a misinterpretation or application resulting in an alleged violation of the terms and conditions of this Agreement. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of, or failure to re-employ any probationary employee.
 2. Any matter not referred to in this Agreement for which there is recourse under State or Federal statutes.
- B. The Association shall designate one (1) representative per building to handle grievances when requested by the grievant. The Board hereby designates the immediate supervisor to act as its representative at Level One as hereinafter described and the Superintendent or his designated representative to act as Level Two as hereinafter described.
- C. The term "days" as used herein shall mean employees work day.
- D. Written grievances as required herein shall contain the following:
1. It shall be signed by the grievant or grievants;
 2. It shall contain the facts giving rise to the alleged violation;
 3. It shall cite the section or subsections of this contract alleged to have been violated;
 4. It shall contain the date of the alleged violation;
 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend to limitations hereinafter set forth.

E. Level One - Any employee alleging a violation of the provisions of this Agreement shall within five (5) days of its alleged occurrence orally discuss the grievance with the immediate supervisor in an attempt to resolve same. If there is no clear, non-bargaining unit supervisor, the employee shall initiate the oral discussion with the superintendent. 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 Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association.

Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of same to the grievant, Association secretary, the immediate supervisor in which the grievance arose, and place a copy of same in a permanent file in his office. If no decision is rendered within five (5) days appeal same to the Board of Education by filing such written grievance along with the decision of the Superintendent, with the officer of the Board in charge of drawing up agenda for the Board's next regularly scheduled Board meeting.

Level Three - Upon proper application as specified in Level Two, the Board shall allow the employee or his Association representative an opportunity to be heard at the next regularly scheduled meeting of the Board. Within ten (10) days of the hearing of the grievance, the Board shall render its decision in writing. 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 one (1) month after the initial hearing. A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor, the grievant, and the secretary of the Association.

Level Four - If the decision of the Board is unsatisfactory to the Association, the Association may, within ten (10) days of receipt of the Board's Level Three answer, file for arbitration with the American Arbitration Association (AAA) and the Superintendent will be notified with a copy of the filing notice within 5 days. Failure to notify the Superintendent or to file for arbitration within the aforementioned time limits shall deem the grievance settled and not subject to arbitration.

The Association shall initiate the process of arbitration. The arbitrator shall be selected within the rules and policies of the AAA.

The authority of the arbitrator shall be limited by the definition of a grievance as aforementioned in this Article. In making his/her decision, the arbitrator cannot modify, detract from, add to, or alter any provisions of this Agreement. The arbitrator shall be bound by the principles of law relating to the interpretation of contracts as followed by courts of competent jurisdiction.

The arbitrator shall be requested to issue his/her decision within thirty (30) days after the close of the hearing.

The decision of the arbitrator shall be final and binding on both parties.

Any costs and expenses for the arbitrator shall be borne equally between the Board and the Association. Witness fees, preparation costs, presentation costs, and other such expenses for each individual party shall be at the expense of the respective individual parties.

During testimony before the arbitrator it is hereby understood, a reasonable number of employees shall be allowed to testify during their assigned working hours without loss of time or pay.

If either party desires a verbatim record of the testimony and proceedings, the requesting party shall cause a record to be made, pay the cost of the record and **shall** make available, at no cost to the other party and the arbitrator.

Nothing contained herein precludes the parties from mutually agreeing to use the Expedited arbitration process.

E. Miscellaneous

1. In the event time limits for an appeal by the Association to the next step are not observed, the grievance shall be considered abandoned.
2. Failure to answer a grievance at any level within the period stated will automatically move the grievance to the next level.
3. Either, or both parties may grant, in writing, a waiver of any and all time limits.
4. Back pay adjustments shall be limited to the actual amount of earnings lost, minus any sums that were earned.

F. The sole remedy available to any employee for any alleged breach of this agreement of any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure; provided, however, that nothing contained herein will deprive any employee of any legal right which he/she presently has, provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

G. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

H. All preparation, filing, presentation, or consideration of grievances shall be held at times other than when an employee or a participating Union representative are to be at their assigned duty stations, unless approved by the immediate supervisor.

GRIEVANCE REPORT:

Grievance # _____

School District Distribution:

- 1. Superintendent
- 2. Principal
- 3. Association

GRIEVANCE REPORT - SUBMIT TO THE PRINCIPAL IN DUPLICATE

Building _____ Assignment _____

Name of Grievant _____ Date Filed _____

Step I.

A. Date Cause of Greivance Occurred: _____

B. Statement of Grievance: _____

Relief Sought: _____

Signature _____ Date _____

(if additional space is needed in reporting the above, use an additional sheet)

C. Disposition by Principal _____

Signature of Principal _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

Step II

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

GRIEVANCE REPORT

Step III

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

Step IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature _____ Date of Decision _____

Note: All provisions of Article VI of the Agreement dated _____ 200__ , will be strictly observed in the settlement of the Grievances.

ARTICLE VII BOARD RIGHTS

- A. The Board, 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 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:
1. To the exclusive management and administrative control of the school system and its properties and facilities and activities of its employees;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, of their dismissal or demotions; and to promote, and transfer all such employees;
 3. To determine the services, supplies and equipment necessary to continue its operation and to determine the methods, schedules, means, methods and processes of carrying on the work including the institution of new and/or improved methods or changes therein;
 4. Adopt rules and regulations:
 5. Determine the number and location or relocation 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,
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, and 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.

ARTICLE VIII UNION RIGHTS

Section A: Bulletin board space shall be made available by the Board in the school lounge, for posting of such notices as:

1. Recreational and social activities of the Union
2. Union meetings.
3. Union elections
4. Reports to the Union Membership

It shall be clearly understood that the use of the bulletin board shall not be used for posting or transmitting materials of a political nature, supporting a political party or candidate or a political issue.

Section B: Union employees shall be permitted to use school equipment including typewriters, **computers, projectors, copying machines, fax machines**, other duplicating equipment, and all type of audio-visual equipment at reasonable times, when such equipment is not otherwise in use at school. Available supplies may be purchased by the Union at cost. **Union employees will be allowed internet access including email through the District provider, provided the employee adheres to and is fully compliant with any and all of the district's acceptable use policies.** No equipment shall be removed from the site without prior permission of the Board or its designee. The Union shall pay for all reasonable cost to the district for any repairs or damage caused by Union use of such equipment. The use of school facilities for Union meetings is also permitted provided it does not interfere with other activities.

Section C: Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, including any time away from the employee's duty station.

Section D: The Board agrees to provide the Union in response to written requests available information which is necessary and pertinent to collective bargaining and/or handling of a grievance. The Union may have copies of this data by paying the district the reasonable cost of producing the copies. however, the Board is under no obligation to prepare studies, reports or surveys for the Association.

Section E: The Board will make payroll deduction upon receipt of written authorization from the employee for the following and any other programs jointly approved by the Union and the Board:

1. Union Dues
2. Credit Union
3. Tax Sheltered Annuities
4. Other deductions mutually agreed upon by the Union and the Board

Section F: Employees may be accompanied by an Association Representative or in the absence of a regular Steward, by an Alternate Steward, This representation shall apply to grievance proceedings, disciplinary actions or evaluations at the request of the employee.

Section G. The right of contracting or subcontracting is vested sole in the Board.

Section H. The employer shall provide, at no cost to the Union, **the equivalent of 4 employee days per year**, of released time for the handling of Union business as deemed appropriate by the Union President. Notification of use of association leave will be made 48 hours in advance to the employer. This time shall be used by officers or local agents of the Association. The agents are approved by the Association's President. A copy of the appointees shall be made available to the Superintendent no later than the second Friday after school commences. Association days are not cumulative.

Section I

1. A bargaining unit member elected to a State office in the Association shall be given release time not chargeable to the Association release time with pay to attend related meetings and activities necessary to fulfill the obligations of that office.
2. The Association will reimburse the school district for released time for an individual serving as a state officer in MEA or serving on an MEA committee.

ARTICLE IX ASSOCIATION DUES/PAYROLL DEDUCTIONS

- A. Members may at any time sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the NEA and MEA). Such authorization shall continue in effect unless, subsequent to August 1 and prior to August 31 of any year, such authorization is formally revoked by the member in writing and copies thereof are delivered to the Association and to the Board.
- B. The deduction of membership dues shall be made from the first regular pay check and each succeeding pay check beginning in September and ending in May of each year. The Board agrees promptly to remit to the respective Associations all monies so deducted, accompanied by a list of members from whom the deductions have been made.
- C. Potential members who for any reason prefer not to become members of the Association shall authorize a deduction equal to the combined national, state, and local dues in amounts of one-ninth (1/9) for the nine (9) months beginning in September and ending in May of each year. Such monies will be set aside in a scholarship fund, and granted after proper screening to deserving Pickford High school graduating senior(s).
- D. The Board agrees that it shall be a condition of employment that all potential members become and remain members of the Association or pay a representation fee stated above. The potential member has thirty (30) work days in which to execute an authorization for payroll deduction of the Association dues or representation fee.
- E. If the authorization is not signed by the potential member at the close of the thirty (30) work day period, the Board agrees that the services of said potential member shall be terminated at the end of the school year, provided that the Association submits a written request for said termination to the Board. The potential member shall be notified of the termination of services immediately after the receipt of the Association's request.

- F. If, at the end of the school year, the potential member or members receiving the termination notice shall then be engaged in pursuing any legal remedies to contest the discharge, either before the Michigan Tenure Commission or a Court of competent jurisdiction, such potential member's services shall not be terminated until such time as a final decision has been rendered as to the validity of said discharge, or such potential member ceases to pursue legal remedies.

- G. In the event that the Board, acting on the request of the Association, discharges or attempts to discharge a potential member for failure to comply with these provisions, the Association agrees to indemnify and hold the Board harmless from any and all claims, damages, demands, costs, suits, judgments or any other liability which may result from such action. If it is necessary for the Board to defend its position and to engage legal counsel and to incur other expenses in so doing, the Association agrees to pay any and all expenses so incurred by the Board.

ARTICLE X EMPLOYEE RIGHTS AND PROTECTION

Section A: "Pursuant to the Michigan Employment Relations Act, the Board agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, the employer 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 Act; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union, his/her participation in any activity of the Union or any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment." Likewise the Association agrees not to discriminate against any bargaining unit members.

- Section B.
1. An employee may, upon request, review the contents of his personnel file. A representative of the Association may accompany the employee in this review. The employee may, within twenty (20) days following the review, submit a written statement to be attached to the material in question.

 2. No material will be placed in an employee's personnel file, originating after initial employment, unless a copy of the material has been given to the employee. Any complaint directed towards an employee shall be promptly called to the employee's attention if considered seriously by the Superintendent, if written into the employee's file, or if used for reprimanding an employee.

3. An employee may request that specific disciplinary material be removed from their personnel file after 3 years if no documentation of subsequent incidents of the same or similar nature have been added since that date.

Section C: No employee shall be disciplined, suspended or discharged without just cause. Upon request, an employee shall be entitled to have present a union representative.

Section D: Any case of criminal assault on an employee by a student shall be promptly reported to the Board or its designee. Time spent in connection with court proceedings by an employee in connection with the incident shall not be charged against the employee provided the employee is not judged the guilty party in the incident by the court.

Section E:

If a freedom of information act (FOIA) request is received for a member's personnel file or personnel file information, the member will be notified of the request and the name of the person making the request when it is received by an administrator. If the member indicates that he/she will challenge whether the information is disclosable under the FOIA, the Board will take the maximum time permitted by the FOIA before it responds to the FOIA request.

ARTICLE XI WORK YEAR, WORK WEEK, AND WEEK DAY

Section A: The normal scheduled work week will be Monday through Friday.

Section B: Time and one-half will be paid for all hours worked in excess of forty hours in one work week.

Section C: Any employee who works seven or more hours per day will receive one 15 minute break in the morning and one 15 minute break in the afternoon in addition to a 30 minute lunch period.

Section D: Each employee who works eight (8) hours per day with the exception of bus drivers, shall receive one fifteen minute rest period during the first half of the work day and one fifteen minute rest period during the second half of the work day. Any employee who works from 4 ½ hours but less than 7 hours will have one continuous 30 minute break only.

Section E: Overtime shall be divided among employees within each department. Advance notice of overtime will be given to the affected employee whenever possible.

Section F: The Board agrees to work employees only within their own classification, unless otherwise mutually agreed to in writing by the affected employee and the supervisor.

Section G: When school is closed due to an "Act of God" employees will receive full pay for the day, but must report for work if so requested by the school administration, on an emergency basis only as determined by the Superintendent.

Section H: Students shall not be used to perform the jobs of bargaining unit members in order to reduce a current unit member's hours.

ARTICLE XII WORKING CONDITIONS

SECTION A: Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health.

SECTION B: The employer shall provide rest areas, lounges, and restrooms for employee use.

SECTION C: The employer will support and assist employees with respect to the maintenance of control and discipline of students in the employee's work area.

SECTION D: No employee shall be required to dispense or administer medication, *with exception of the school nurse, and only then if it falls within the nurse's scope of licensure or training.

SECTION E: The employer will reimburse a bus driver the difference between an operator license and a chauffeur license.

SECTION F: An employee who is required to use their personal vehicle on approved school business will be reimbursed at the prevailing IRS rate per mile.

SECTION G: A bus driver will be compensated at the prevailing minimum wage rate for each hour of attendance at bus driving training school that is required to maintain their certification.

SECTION H: When possible a substitute may be hired for an absent employee.

SECTION I: Regular bus drivers shall have priority in choosing trips over any other paid driver.

SECTION J: A member may use such force as is necessary to protect himself/herself, another member, teacher, administrator, or student, or property from attack, physical abuse, or injury.

SECTION K: The noon hour and recess supervision of the school's playground shall be covered by two aides. For the safety and well being of the students, the district agrees not to deviate from this standard.

SECTION L: The union will designate one person whose goal it will be to meet with the superintendent as a liaison, ideally, on a bimonthly basis or as needed.

Additionally the parties agree to meet for the purpose of discussing items of mutual interest and concern. Such conferences shall be between at least three (3) representatives of the Association and three (3) representatives of Management. One member of management's team will be a board member. Arrangements for such special conferences shall be made in advance by the

Association, through the President, and an agenda of the matters to be taken up at the conference shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. This conference may be attended by representatives of the MEA. The parties will meet during the first week of October, January, March and May.

SECTION M: In the event a bargaining unit member is temporarily absent from their regular daily assignment, and the need for a substitute exists, then the assignment shall be first offered to the most senior person in that classification provided it will extend that person's total number of hours for that particular day. If the most senior person is unable or unwilling to substitute, the assignment shall be offered to the remaining persons in that classification in descending order.

Any employee who substitutes for another member's assignment, will assume the entire daily assignment of the absent member and will forego any and all portions of their own regular assignment for that day.

An employee who chooses to substitute in another job assignment will be entitled to make the rate for the position they hold the greatest number of hours per day, or the substitute rate whichever is greater.

SECTION N: SCHOOL IMPROVEMENT PLAN (SIP)

When employees are participating in School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA; the following will apply:

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of support employees, the Association will assign a sufficient number of support employees to serve on the committee in order to fully comply with the act as required by law.

SECTION O. SITE BASED DECISION MAKING (SBD) as per PA 503

Site Base Committee decisions that require a deviation from the Agreement will be permitted only after a properly executed Letter of Agreement between the Association and the Board.

1. Participation by the employee is voluntary.
2. Participation or non-participation shall not be used as a criterion for evaluation, discipline or discharge.
3. In the event there is insufficient or no voluntary participation on the part of the support employees, the Association will assign a sufficient number of teachers to serve on the committee in order to fully comply with the act as required by law.

ARTICLE XIII EMPLOYMENT STATUS DEFINED

The Employer and Union recognize three categories of employees.

1. Full-time: An employee who is employed at least thirty two (32) hours per week or twelve (12) months.
2. Part-time: An employee who is employed less than thirty two (32) hours per week
 - A. More than 20 hours per week including bus drivers.
 - B. Employed less than 20 hours per week.
3. Probationary: An employee who is employed to fill a full or part-time position for a trial period of forty five (45) days.

ARTICLE XIV VACANCIES, PROMOTIONS AND TRANSFERS

- A. A vacancy shall be defined as any bargaining unit position newly created or not currently filled. Any bargaining unit member may apply for a posted vacancy. The posting will include:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Job description
 - g. Minimum requirements

- B. All vacancies shall be posted on the lounge bulletin board in the district for a period of five (5) working days. Interested employees may apply in writing to the superintendent or designee within the five (5) day posting period. The employer shall notify the employees of vacancies occurring during the summer months (June, July, August) by sending notice to each employee by U.S. Mail, provided that the employee has submitted a written request to the Board indicating an interest in that classification by the end of the school year. Such notice shall be submitted to each employee whose request for a position is on file at the Board Office.
- C. All vacancies will be filled on the basis of qualifications and seniority. All vacancies will be posted in accordance with Section A. Preference shall be given to qualified applicants from within the bargaining unit and seniority will be the weighing factor in filling of any vacancy for which the applicants meet the minimum requirements.

However, Part-time B category employees do not automatically move into Part-time A or Full-time employment.

- D. Bargaining unit members desiring transfer to another job classification may put in writing their interest, their qualifications, and the reasons for transfer. The Board agrees to consider any such request, but is under no obligation to comply.
- E. Employees transferred to a different classification or different position shall retain their same rate for a period of thirty (30) days as a trial period. Effective with the satisfactory completion of the trial period the employee shall be compensated at the rate for the new classification including the thirty (30) day trial period. Any employee involuntarily transferred from their classification to another classification with the bargaining unit, shall be paid either their present rate or the rate of the position to which the employee is transferred, whichever is higher.

Under no circumstances shall any employee's hours of employment be reduced due to involuntary transfer.

F. Temporary Vacancies

1. Temporary vacancies will be posted if the vacancy is expected to extend beyond three (3) weeks. The posting will include:
 - a. Type of work
 - b. Location of work
 - c. Starting date
 - d. Rate of pay
 - e. Hours to be worked
 - f. Job description
 - g. Minimum requirements
 - h. Expected duration of the assignment

2. Interested employees may apply in writing within five (5) working days or the date of posting.
 3. Vacancies shall be filled with the most senior and qualified applicant. An employee who meets the posted minimum requirements shall be deemed qualified for that position.
 4. Upon expiration of the temporary position, the employee shall be returned to his/her former position.
- G. The employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association/Union.
- H. The parties agree that involuntary transfers are to be minimized and avoided whenever possible.
- I. Subbing shall be defined as a vacancy if it entails at least one day and less than three weeks.
1. Interested employees may apply in writing each school year.
 2. Subbing positions shall be filled with the most senior and qualified applicant.
 3. This clause will not supercede Article XVI Section I.

ARTICLE XV SENIORITY

Section A: A newly hired employee shall be on probationary status for forty- five (45) working days, taken from and including the first day of employment. Probationary employees who are absent on scheduled work days or who serve their probationary period during the nonschool session period in which their job is not operative, shall work additional days equal to the number of days that the employee was absent or equal to the number of days the job was not operative and such employee shall not have completed their probationary period until these additional days have been worked.

Section B. Upon satisfactory completion of the probationary period the employee's seniority will be retroactive back to the date of hire. Part time employees shall accrue seniority on a prorated basis.

Section C: An updated seniority list shall be furnished to the union representative on or before October 1st of each year. Such list will contain (1) Employee's name. (2) date of hire, (3) classification, (4) seniority in classification(s). Seniority in classification shall be as of the date of entry into the classification. **An employee will arrange to meet with the Superintendent or his designee within five (5) workdays to discuss any discrepancies to the seniority list. If agreement cannot be reached at this meeting the employee will have the right to grieve the seniority list using the procedure set forth in this agreement.**

Section D: Those employees who are funded under special State or Federal programs are subject to the conditions of that specific program in regard to their employment status.

Section E: An employee will lose their seniority for the following reasons:

1. The employee resigns;
2. The employee is discharged;
3. The employee is laid off for a period of 1 year;
4. The employee is absent for 3 consecutive working days without properly notifying the Board;
5. An employee is laid off, fails to notify the Board of their intent to return to work within three working days from the date that the employee received notification that they are to return to work;
6. The employee retires.

Section F: The following classifications shall include:

1. Secretaries (Elementary and Secondary)
2. Food Service (Head Cook, Cook, Cafeteria Assistant)
3. Educational Aides (Teacher, Library, Special Ed.)
4. General Aides (Playground, Bus)
5. Custodial (Custodians, Head Custodian)
6. Transportation (Bus Drivers)
7. Head of Maintenance
8. Bus Mechanic
9. Transportation Supervisor
10. Compensatory Ed
11. School Nurse
12. Library Technician

ARTICLE XVI REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- A. The word "Layoff" means a reduction in the work force.
- B. Upon determination by the Employer that a reduction in work force is necessary, the Employer shall meet with the Association President, or designee, at least two (2) weeks prior to the effective date of layoff except in case of emergency, then this limit will be waived. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work location.

- C. Employees to be laid off will be given notice of the layoff fourteen (14) calendar days prior to their layoff date, except in the case of emergency.
- D. If the district deems a reduction in the work force is necessary employees shall be laid off by classification as follows:
 - 1. Probationary employees
 - 2. Employees with the least seniority
- E. There shall be no "bumping" across classification. Employees who transfer from one classification to another shall have their seniority frozen in the old classification and will be placed at the bottom of the new classification seniority list.
- F. In the event of recall to any job classifications, laid off employees shall be recalled in inverse order of layoff. Notice of recall will be sent to the employees last known address by register mail.
- G. Any employee who is laid off shall have the right to exercise their seniority, in that classification and return to a vacant position in that classification which occurs during the layoff period. The Board will give first consideration to the most senior laid off employee for new job positions which may not fall into their job classification status.
- H. In the event of a reduction in the work hours in a department, an Employee may claim seniority over another Employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater departmental seniority than the Employee he/she seeks to replace. In no case shall a reduction of any Employee's work hours take effect until the Employer gives ten (10) work days written notice to the affected Employee(s), provided Job assignments can be covered.
- I. A laid off employee will be given priority consideration on the substitute list. Laid off employees may continue the insurance benefits subject to the terms and conditions of the insurance carrier at their own expense.

ARTICLE XVII WORKING DUTIES AND COMPENSATION

Section A. The basic compensation of each employee shall be set forth in Schedule A. There shall be no deviation from said compensation rates during the life of this agreement.

Section B. Time and one-half will be paid for all hours in excess of forty hours in one work week.

Section C. Double time will be paid for all hours worked on Sundays and holidays.

Section D. At the option of the Superintendent, he may grant compensatory time off equivalent to the extra hours worked. This compensatory time is in lieu of receiving overtime pay. Compensatory time may accrue up to a maximum of 25 hours then overtime compensation will be paid to the employee.

Section E. Employees may elect to be paid on a twenty-six bi-weekly installment plan provided a majority of any one classification requests payment in this manner.

Section F. Bus Drivers - Special Trips

1. Bus Drivers shall be paid their regular rate for actual travel time and waiting time pursuant to Article XVII, Section F (3g).
2. On overnight trips, the driver shall be compensated at their regular rate for actual travel time and for waiting time pursuant to Section F (3g) however, not to exceed eight (8) hours per day.
3. All qualified bargaining unit members gaining seniority as bus drivers shall be allowed to sign up for special trips. The special trips will be covered in the following manner:
 - a. A meeting will be scheduled between the parties to be conducted within seven (7) days of the beginning of the school year, for the purpose of signing up for fall athletic trips. A similar meeting will be scheduled for winter athletic trips.
 - b. Drivers who sign up will be numbered according to seniority
 - c. Extra trips will be numbered consecutively as they are received in the director's office. Drivers will be given twenty-four (24) hours notice whenever possible.
 - d. Special trips will be assigned on a rotational basis beginning with the driver with the most classification seniority. Failure to accept an assignment on rotation will count as the same as accepting the trip.
 - e. Drivers on "special trips" where meal stops are necessary will be reimbursed for the meal as per prevailing rate as set by Board policy.

f. "Waiting time" for the purpose of this Agreement, shall be that period of time which elapses between the arrival at the destination on a "special trip" and the time of departure home.

g. Bus Drivers - Extra Bus Runs

Driving: **\$9.50/hour**

Layover: **Minimum Wage/hour**

Minimum: **\$30.00**

*During layover, the driver is to remain with the respective activity except for refueling or for having a meal. The activity leader/coach should be able to contact the driver immediately, if needed.

Section G. Food Service

Food service personnel shall be paid for two (2) days to get ready to start school, and one (1) day to close up the kitchen for the year after school is dismissed for the year.

Section H. Longevity - In recognition of an employee's service to the district, the following longevity schedule shall apply to all employees in the bargaining unit.

2010-11, 2011-12, 2012-13

	Full	Part Time A	Part Time B
5 th – 9 th year	138.90	69.47	48.64
10 th – 14 th year	243.08	138.90	69.47
15 th – 19 th year	347.25	173.63	104.18
20 th year on	486.13	208.35	138.90

Full-time is defined as 32 hours per week or 12 months.

Part-time A is less than 32 hours but more than 20 hours.

Part-time B is less than 20 hours per week.

Longevity incentives shall be paid in a separate check by June 15 of each year.

Section I: Food Service, Custodial, and Maintenance employees who serve as supervisor for paid student workers shall receive an additional 15 cents per hour above their regular hourly rate for those hours that they supervise. Only one employee for any group of students is entitled to the additional compensation with a maximum of 6 student workers at one time. The person entitled to the additional compensation shall be the one who performs the main supervisory functions such as meeting with program personnel (i.e. JTPA case workers), handling paperwork, making recommendations for hiring or firing, and evaluating student workers and setting work schedules and assignments.

ARTICLE XVIII RETIREMENT

A. If an employee's service is terminated voluntarily, he shall receive compensation for every accumulated sick leave day up to 110 days, providing the employee has served at least 10 years in the district, according to the following scale:

Full time	\$28.73
Part time A	\$22.10
Part time B	\$13.81

Ten years shall also apply to #1 and #2.

1. Voluntary termination to include layoff. At the time of layoff, the above shall apply at the option of the employee.
2. If the employee is recalled, and has been paid according to the above, he/she shall be reemployed with no sick leave.

B. In recognition of service to the district, a retiring employee who has been employed by the district for ten (10) continuous years shall receive forty dollars (\$40) per year for each year of service in the district. Payment of this amount shall be immediately after the employee has received his/her first retirement check from the Michigan Public School Employees Retirement System.

ARTICLE XIX VACATIONS

- A. Only full-time, twelve (12) month employees are eligible to earn vacation time. Vacation time is not cumulative and must be taken or it will be lost.
- B. Arrangements for vacations must be made with the approval of the Superintendent.
- C. Vacation days must be taken on days when school is not in session unless by special permission of the administration. Vacations must be requested at least two (2) weeks prior to the desired beginning date.
- D. The Board reserves the right to require employees to take their vacation days on (5) consecutive work days if the work load should dictate it. If two (2) or more employees apply at the same day for vacation covering the same period, the following factors will be taken into consideration in granting vacation.
 1. Seniority in the classification
 2. Necessity of that person's presence during the requested leave period.

- E. Vacation time will be paid at the employee's normal rate. If an employee is requested to work during their vacation time they shall be compensated at one and one-half (1 1/2) times their normal rate of pay.
- F. Vacation time will be credited as follows:
 - After one year of employment - 5 working days
 - After two to nine years --- 10 working days
 - After ten years to fifteen years 15 working days
 - Then one vacation day for each working year after that, up to twenty-five (25) days.

ARTICLE XX HOLIDAYS

A. Only full time twelve (12) month employees are eligible for holiday pay. The Board will pay the normal days pay at their regular rate for the following holidays:

- | | |
|------------------------|-------------------|
| Labor Day | New Years Eve Day |
| Thanksgiving Day | New Years Day |
| Day after Thanksgiving | Good Friday |
| Christmas Eve Day | Easter Monday |
| Christmas Day | Memorial Day |

1. All full time employees will be paid the following holidays:

- Thanksgiving
- Christmas
- New Years Day
- Memorial Day

B. Employees who are scheduled to work the month of July will also receive the 4th of July as a holiday. **Employees who are scheduled to work in August will also receive Labor Day as a holiday.**

C. In the event that the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior off; in the event that the holiday falls on a Sunday, the employee shall receive the Monday off. In the event that either the Friday prior to the holiday or the Monday after the holiday are school session days, the employee shall be granted a day off with pay for the holiday on a future date that is applied for by the employee and approved by the administration.

D. Personnel are not required, with the approval of the Board's designee, to report for work during teacher inservice time unless their specific job requirements dictate such attendance. Employees may, (1) use compensation time for this purpose, (2) work additional hours at another time of the week (**at a time mutually agreed upon by the employee and the superintendent**), or (3) suffer loss of compensation for this time.

ARTICLE XXI PAID LEAVE

A. General Conditions

1. The Employer **will include an up-to-date total of leave time on the regularly issued pay checks.**
2. An Employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall upon application be granted a leave of absence without pay for the duration of such illness or disability, up to one year, and the leave may be renewed each year upon written request of the Employee.

B. Emergency Leave

Each regular Employee of the school district shall be credited with twelve (12) days emergency leave per year, the unused portion of which shall accumulate to 136 days. The leave days may be taken by an Employee for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The Employee may use all or any portion of his leave to recover from his own illness or disability.
2. Death in the Immediate Family - The Employee may take a maximum of four (4) days per death. Immediate family shall be interpreted to mean husband, wife, mother, father, brother, sister, children, grandchildren, father and mother-in-law, aunt, uncle, grandparents, and any other person who is living in the same household.
3. Other Deaths - The Employee may take one (1) day per death to attend the funeral of any person, with administration approval.
4. Medical or Nursing Care - The Employee may take three (3) days to make arrangements for the medical or nursing care for a mother, father, child, or any member of the immediate household.
5. Marriage in the Immediate Family - The Employee may take leave for a marriage in his/her immediate family, with the Superintendent's approval.
6. Personal Business - Upon prior request to the immediate supervisor or superintendent of at least twenty-four (24) hours, **three (3)** days sick leave may be used each year for personal business. These personal business days do not accrue and have no restrictions on usage other than prior notification; days may not be used before or after holidays; may not be used during mid-year and final exams and are contingent on the availability of a substitute.

7. Illness in the Immediate Family - The employee may take a maximum of four (4) days per illness of husband, wife, parents of both husband or wife, children or a member of the same household, to be cleared with immediate supervisor or superintendent if immediate supervisor is not available.

For serious immediate family illness (residing in same household as member) additional emergency days may be granted with the superintendent's approval.

C. Professional Days for Training

Non-instructional staff should be granted 2 days per year administrative leave for the purpose of training for workshops, etc. to improve their work performance subject to approval of the Superintendent.

- D. Personnel called to serve on juries or subpoenaed to serve as a witness shall be granted the difference in daily rate of pay over and above the amount paid by the court. Personnel must provide a court payment voucher. This amount shall be paid at the earliest payroll date.

ARTICLE XXII UNPAID LEAVES

A. General Conditions

1. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an Employee without loss of accumulation of seniority.
2. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave. Parental/child-care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child.
3. An Employee returning from a leave of absence shall be reinstated to the same or similar position and classification he/she held when the leave began. At least ten (10) working days prior to the date a leave is scheduled to expire, an Employee shall notify the Employer of his/her intent to return to work.

B. Unpaid leaves of absence may be taken for the following purposes:

1. Military Leave - A military leave of absence shall be granted to any Employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave an Employee who has been honorably discharged shall be placed in the same classification and experience level as he/she would have been had he/she worked in the district during such period.

Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill may have their leave extended for a period of one year. Application for such leave shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

2. An unpaid leave may be granted to an employee who elects not to receive sick leave payments for the purpose of child birth and subsequent child care of the newborn infant for a duration, not to exceed one (1) year, unless renewed at the discretion of the Board.

An employee may continue to work as long as they can continue their regular work assignments. The Board may request an employee's physician to furnish a statement concerning an employee's ability to continue their job responsibilities.

The application for said leave must be made at least sixty (60) calendar days prior to the effective date of the child care leave and must state the date of return from said leave.

ARTICLE XXIII SAVINGS CLAUSE

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

ARTICLE XXIV NEGOTIATIONS PROCEDURES

Section A: By March 1 prior to the expiration of this Agreement, the parties agree to open negotiations for a successor agreement.

Section B: 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.

ARTICLE XXV INSURANCE PROTECTION

The Board of Education shall provide, without cost to the bargaining unit member, the MESSA PAK described below for a full twelve (12) month period for each year of this Agreement for the bargaining unit member and his/her eligible dependents as defined by MESSA, including sponsored dependents. **Effective August 1, 2011 each bargaining unit member will contribute a monthly co-pay equal to 10% of the cost of the monthly premium for both Plan A and Plan B as described below. The Board agrees to establish a qualified Section 125 Plan to allow employees to pay this co-pay through a pre-tax payroll deduction.**

Bargaining unit members electing health insurance shall receive Plan A of the MESSA PAK which shall include the following benefits **effective August 1, 2011:**

Plan A

Health	MESSA Choices II \$20 office visit \$200/400 deductible (fully reimbursed by the District) SAVER Rx Prescription Card (Brand name prescriptions costing \$40 for 30 day supply will be reimbursed to \$20 by the District; and Brand name prescriptions costing \$80 for a 90 day supply will be reimbursed to \$40 by the District.)
Life Insurance	\$20,000 AD & D
Long Term Disability	70% \$3,000 maximum 90 Calendar Days - modified fill Pre-existing limits waived Minimum payout - 5% Mental/Nervous - same as any other illness Alcohol/Drug - same as any other illness
Vision	VSP 2
Dental	(100:90/90/90:\$1,500) with Adult Ortho Class I, II, III Maximum \$1,000

Plan B (for those employees not electing health insurance)

Long Term Disability	same as above
Negotiated Life	\$20,000 AD & D
Vision	VSP-3
Dental	(100:90/90/90: \$1,500) with Adult Ortho Class I, II, III Maximum \$1,000

The Board agrees to establish a qualified Section 125 Cafeteria Plan and upon application by employees not taking health insurance, agrees to pay **\$400** per month in lieu of health insurance. Said amount may be used to purchase any of the MESSA variable options and/or annuities, or may be taken as cash. Any amount exceeding the employer subsidy shall be payroll deducted.

NATIONAL HEALTH INSURANCE

In the event a National Health Program is enacted that would effect the benefits in this agreement, both parties would agree to meet and negotiate over the impact of such a program on the above benefit package. However, the benefits of the employee shall not be lowered during the life of this agreement or altered until an agreement is reached.

ARTICLE XXVI DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, **2010** and shall continue in effect until the 31st day of August **2013**.

If pursuant to such negotiations an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual consent.

- B. Copies of this Agreement shall be distributed to each employee by the employer within 30 days after ratification of this Agreement. The employer shall provide the Union President with 10 copies of this Agreement. The Union shall share the expense of printing this Agreement with the Board on an equal basis.

ARTICLE XXVII CERTIFICATE OF RATIFICATION

The undersigned, official representatives of the Board of Education of Pickford Public Schools and of the Pickford Education Support Personnel Association, hereby certify that the contract language comprising this Agreement has been ratified by a majority vote of the membership of their respective organization.

For the Pickford Education Support Personnel Association:

_____ Dated: _____

For the Board of Education:

_____ Dated: _____

PICKFORD ESP - SALARY SCHEDULE A (2010-11 to 2012-13)

- 2010-2011 0% Wage Increase**
- 2011-2012 0% Wage Increase (If two bargaining unit members switch from MESSA PAK Plan A to Plan B, the salary schedule will increase by 1%; if three or more bargaining unit members switch from MESSA PAK Plan A to Plan B, the salary schedule will increase by 2%.)**
- 2012-2013 0% Wage Increase (If two bargaining unit members switch from MESSA PAK Plan A to Plan B, the salary schedule will increase by 1%; if three or more bargaining unit members switch from MESSA PAK Plan A to Plan B, the salary schedule will increase by 2%.)**

SCHEDULE A							
	Steps	2009-10					
Elem. Sec	1	10.63					
	2	10.98					
	3	11.33					
	4	11.68					
	5	12.15					
	6	13.90					
Secondary Sec	1	10.63					
	2	10.98					
	3	11.33					
	4	11.68					
	5	12.26					
	6	14.13					
Cook	1	9.53					
	2	9.84					
	3	10.16					
	4	10.47					
	5	10.79					
	6	11.41					
Head Cook	1	11.12					
	2	11.49					
	3	11.85					
	4	12.22					
	5	12.47					
	6	13.32					

Kitchen Aide/Asst	1	8.10					
	2	8.36					
	3	8.63					
	4	8.90					
	5	9.34					
	6	10.23					
Teachers Aide (Teacher- Library/spec. ed/ playground/bus)	1	8.90					
	2	9.19					
	3	9.49					
	4	9.78					
	5	10.37					
	6	11.83					
Custodian	1	9.69					
	2	10.01					
	3	10.33					
	4	10.65					
	5	11.18					
	6	13.10					

Head custodian shall receive an additional \$.50/hour

Head of maintenance shall receive an additional \$1.00/hour

Comp Ed Aide	1	9.99					
	2	10.32					
	3	10.65					
	4	10.98					
	5	11.63					
	6	13.28					
Bus Supervisor	1	7.54					
	2	7.78					
	3	8.03					
	4	8.28					
	5	8.70					
	6	9.52					
Nurse	1	11.02					
	2	11.38					
	3	11.74					
	4	12.11					

	5	12.71					
	6	13.32					
Library Technician	1	9.09					
	2	9.39					
	3	9.69					
	4	10.00					
	5	10.60					
	6	12.10					

2010-11, 2011-12, 2012-13

Bus Drivers	Opt I	Opt II
Skill Center	53.40	55.44
Special Ed	53.40	55.44
Regular Run	40.60	42.54
Kindergarten	22.22	23.20

Health Insurance for Drivers

Drivers picking Option I receive 50% of a driver’s yearly premim as provided for in Article XXV.

For Option II: **\$80/month** for 12 months

Mileage - all routes - all miles...\$.09

Nurse – professional development monies will be made available each year for reimbursement for required contact hours with prior approval of the Superintendent. Payment will be made upon completion of hours with receipts submitted to the district.

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A MASTER AGREEMENT

Between the

**PICKFORD EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

and the

PICKFORD BOARD OF EDUCATION

September 1, 2010 - August 31, 2013