

AGREEMENT

BETWEEN

PINCKNEY COMMUNITY SCHOOLS

BOARD OF EDUCATION

AND

PINCKNEY COMMUNITY SCHOOLS

CENTRAL OFFICE SUPPORT STAFF

EFFECTIVE

JUNE 30, 2011 THROUGH JUNE 30, 2013

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PINCKNEY COMMUNITY SCHOOLS

June 30, 2011 Through June 30, 2013

CENTRAL OFFICE SUPPORT STAFF AGREEMENT

A. WAGES (See last page of Agreement for Salary Schedule)

1. Base pay rates for the 2011/12 and 2012/13 school years are listed in Appendix A.

B. SICK LEAVE

1. Each employee covered by this Agreement shall be entitled to sick leave accumulated in a single sick leave bank at the rate of one (1) day per month: 12 month employees, 12 days per year; 10 month employees, 10 days; part-time employees are prorated. All days cumulative to fifty-five (55) days.
2. Sick leave shall be granted to an employee when he/she is incapacitated from the performance of his/her duties by sickness or injury. Medical, dental, optical examinations or treatment shall be allowed. Sick leave days may be used for resident family illness or for the critical illness of non-resident children, mother, father, step-parents, brother or sister or spouse.
3. An employee who has accumulated five (5) years of service upon leaving the school system shall receive up to fifty-five (55) days sick leave at full pay for their unused accumulated sick leave days. Upon death, payment is made to the named beneficiary on the school life insurance policy.
4. Sick day pay-out each year for sick leave days over fifty-five (55) may be taken at 50% of daily rate of pay. Fifty percent (50%) compensation days may be taken in place of 50% of daily rate pay if by mutual agreement of employee and administrator.
5. Donation of Sick Time:

An employee shall have the option of donating his/her accumulated sick time to another employee in this unit who has exhausted his/her sick days and remains on sick leave. Such donation shall be voluntary and confidential, and is subject to review by the Superintendent or his/her designee.

This option is in effect until June 30, 2007. Continuation of such option beyond that date shall be mutually agreed upon by the employee group and the Board of Education.

C. PERSONAL LEAVE

1. All employees shall be entitled to a total of four (4) personal leave days. Any of the employee's unused personal leave days shall be accumulated into the employee's sick leave bank in addition to his/her normal accumulation.

D. INSURANCE

The benefit structure for those employees entitled to fringe benefits shall be as described below:

1. Plan A

Effective August 1, 2011 employees will move to the Michigan Educational Health Insurance Pool (MiEHIP) with the same coverage (Office Visit \$15, Deductible \$250/\$500, Rx co-pay \$10/\$40 2x MOPD) less a 10% + \$200 per year employee premium contribution, which shall be payroll deducted on a pre-tax basis. [From June 30, 2011 through July 31, 2011, the insurance program is the Priority Health POS 1 insurance program (Office Visit \$15, Deductible \$250/\$500, Rx co-pay \$10/\$40 2x MOPD).]

The insurance increase for 2012/13 will be split between the Board and the employee (e.g. if rates increase 5.0%, the Board pays 2.5% and the employee 2.5%). Employee premium contribution and Plan B cash-in-lieu will be adjusted by the employee share of the contribution.

Long Term Disability - 60%; \$3,000 maximum; 60 calendar days/modified fill; freeze on offset; alcohol/drug addiction (2 year limit); mental/nervous (2 year limit).

Dental – less 10% toward any claim.
(75-75-50: \$1,000)

Negotiated Term Life
(\$20,000 with AD and D)

Vision - VSP-2 equivalent – less 10% toward any claim.

2. Plan B (For employees not electing health insurance)

Dental – less 10% toward any claim.
(75-75-50: \$1,000)

Vision - VSP-2 equivalent - - less 10% toward any claim.

Negotiated Term Life
(\$20,000 with AD and D)

Long Term Disability
(As described in Plan A above)

Cash Stipend
\$1,562 per year [pro-rated for less than full-time (full-time = 8 hour day)]

3. The foregoing insurance programs shall be provided to the employee during a paid sick leave of absence plus an additional period of time for illness/disability not to exceed one (1) calendar year total time.
4. Board subsidies for insurance or fringe benefit coverage terminate at the end of the month of the effective date of the secretarial staff member's separation from the District.
5. It shall be the responsibility of the employee to make proper written application and to sign the appropriate enrollment and claims forms in order to access the insurance programs specified in this Agreement.
6. All disputes regarding coverage and claims processing shall be between the employee and the insurance policy holder and/or insurance carrier. Such disputes (except the employer's failure to make premium contributions specified in this Article) shall not be subject to the grievance procedure in this Agreement.
7. No insurance benefits will be offered to employees regularly scheduled to work less than 30 hours per week.
8. Subject to the rules of and approval by the insurance carrier, an employee not otherwise eligible for insurance benefits with premiums paid for by the employer may purchase insurance coverage at their own expense in the insurance programs then currently offered to other bargaining unit members. As a condition for purchase of the insurance coverage, the employee must submit a yearly written application to the district's business office during the open enrollment period and execute a payroll deduction authorization for the amount of the premium.
9. The employer will make payment of the total cost of premiums for a Section 125 Cafeteria Plan which will include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 Plan.
10. This article may be reopened at the request of the either party if the insurance rates become disproportionate with those of other major carriers.

E. FUNERAL LEAVE

1. All employees covered by this Agreement shall be granted up to five (5) working days off with pay for death in the immediate family. This time is to be used to attend services and to settle the affairs of the deceased. The immediate family shall be construed to mean one (1) of the following: husband, wife, children, parents, step-parents, immediate parent-in-laws, brothers, sisters and paternal and maternal grandparents, grandchildren, foster children, and step-children. Additional time off will be granted for necessary time to travel to distant states for funeral service by the fastest transportation available. A slower method of transportation shall require time off without pay or additional time can be charged to the individual's sick leave bank. Funeral leave days will be prorated for part-time employees.

F. VACATION

1. Employees who are not scheduled to work the entire school fiscal year (July 1 through June 30), are not entitled to an annual vacation day allocation. Fifty-two (52) week employees covered by this Agreement who are scheduled and actually work shall receive the vacation allotment as specified below.

Employees shall earn their vacation time from July 1 through June 30 of each year. A newly hired employee shall receive a prorated amount of vacation allowance on the first day of July following their date of hire. Each year thereafter the employee shall receive his/her vacation allowance based upon the number of full years completed using July 1 as an anniversary date.

One (1) year service	10 vacation days with pay
Two (2) years of service.....	11 vacation days with pay
Three (3) years of service	12 vacation days with pay
Four (4) years of service	13 vacation days with pay
Five (5) years service	15 vacation days with pay
Ten (10) years service	16 vacation days with pay
Eleven (11) years service	17 vacation days with pay
Twelve (12) years service	18 vacation days with pay
Thirteen (13) years service	19 vacation days with pay
Fourteen (14) years service	20 vacation days with pay
Twenty (20) years service	21 vacation days with pay

2. To be eligible for a yearly vacation allotment, a new 52 week employee must have worked eighty percent (80%) of his/her regularly scheduled working hours during a school fiscal year (July 1 - June 30).
3. Vacation requests are to be submitted in writing to the employee's immediate supervisor. The intent is not to allow one employee to monopolize a particular vacation period.
4. Employees terminating employment or on a leave of absence shall receive pro-rated vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between July 1 and his/her termination date.
5. If an employee's workload does not permit utilization of all allotted vacation days within the current school year, an employee may carry up to five (5) days into the next school year, subject to supervisor approval.

G. HOLIDAYS

1. The employer will pay for the following holidays even though no work is performed by the employee as indicated and per regular number of hours employed on a daily basis:

New Year's Eve	Day before Thanksgiving (if not a school day)
New Year's Day	Friday following Thanksgiving
Memorial Day	Christmas Eve Day
July Fourth	Christmas Day
Labor Day	December 26 th
Good Friday	Two (2) floating holidays to be used during the
Thanksgiving Day	Christmas Break

If a holiday falls on Saturday or Sunday, a regular scheduled workday(s) before or after the holiday, at the discretion of the immediate supervisor, shall be given off with pay.

H. LUNCH

1. Each employee shall have a thirty (30) minute unpaid lunch period.

I. WORK YEAR

<u>Classification</u>	<u>Work Weeks</u>	<u>Hours Per Week</u>
1	52 Weeks	40
2	52 Weeks	40
3	52 Weeks	40
4	52 Weeks	40

1. Overtime will be paid at time-and-a-half (1½) after 40 hours of work for Classifications "1" through "4" or compensation time will be granted.
2. When school is cancelled district-wide as the result of severe weather, employees shall be paid for the day but shall not be required to report to work. If an employee is required to work on a day when school is cancelled or on a scheduled holiday, the employee will be compensated at time-and-a-half (1 ½) for hours worked in addition to the snow day/holiday pay.
3. The data processing (Classification 2) position will be adjusted to 52 weeks per year/40 hours per week effective with the 2006 school year. The Employer reserves the right to make adjustments to this schedule (weeks per year and hours per week) as district needs dictate subject to appropriate notice to the employee in this position.

J. MILEAGE

1. Mileage will be paid at the current IRS rate per mile for miles traveled while doing district business.
2. Mileage reimbursement forms must be submitted on a monthly basis.

K. RETIREMENT

1. The Employer agrees to pay the legally required contribution to the Michigan Public School Employee Fund for each employee included in this listing. The Board agrees to make payroll deductions for MPERS deductions subject to applicable law and regulations and upon the employee submitting a properly executed salary reduction agreement.

L. LONGEVITY PAY

1. After three (3) years of in district service, an employee is entitled to a longevity increment of \$750 in additional salary to be paid on each anniversary date of that employee.
2. After six (6) years of in district service, an employee is entitled to a longevity increment of \$1,000 in additional salary to be paid on each anniversary date of that employee.
3. After nine (9) years of in district service, an employee is entitled to a longevity increment of \$2,000 in additional salary to be paid on each anniversary date of that employee.
4. After thirteen (13) years of in district service, an employee is entitled to a longevity increment of \$3,000 in additional salary to be paid on each anniversary date of that employee.
5. After twenty-five (25) years of in district service, an employee is entitled to a longevity increment of \$4,000 in additional salary to be paid on each anniversary date of that employee.

M. VACANCIES AND PROMOTIONS

1. Whenever any permanent vacancy shall occur, the Board shall publicize the same by giving written notice of such vacancy to be posted in every school building and Central Office. Vacancies occurring during the summer months shall be publicized on the Job Hotline.

N. JURY DUTY

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

O. LAYOFF-RECALL PROCEDURE

1. If a reduction in central office support personnel is required, employees in the specific position(s) being reduced or eliminated shall be laid off on the basis of seniority - those with the least seniority to be laid off first. Employees shall be given at least thirty (30) working days notice of layoff. An employee scheduled to be laid off has the right to be administratively placed in a position for which he/she is qualified as specified below:
 - a. If the employee scheduled for layoff possesses sufficient seniority, he/she shall first be assigned to displace the least senior employee in the same pay Classification for which he/she is qualified.
 - b. If displacement cannot occur within the same pay Classification, the employee, if he/she possesses sufficient seniority, shall be assigned to displace the least senior employee in a lower pay Classification for which the employee is qualified.
 - c. An employee scheduled for layoff shall not be required to displace an employee in a lower pay Classification. The employee may elect to accept layoff rather than accept assignment to a lower pay Classification.
2. Employees shall be recalled on the basis of seniority - those with the most seniority shall be recalled first to a vacant position for which they are qualified. Recall rights shall be maintained for two (2) years from the effective date of layoff.

P. CAREER ADVANCEMENT INCENTIVE

1. As an incentive for continued growth and professional development, the Employer shall reimburse employees for time spent on professional development in a given year as follows:

10 Clock Hours	\$100
30 Clock Hours	\$250
60 Clock Hours	\$500

2. Furthermore, the following conditions apply toward payment of this incentive:
 - a. Hours of professional development that occur during employer-provided release time shall not count toward qualified hours.
 - b. Hours to be counted shall be pre-approved by the supervisor.

Q. WORK-RELATED PROFESSIONAL DEVELOPMENT

1. Upon the prior approval of the supervisor, reimbursement will be made for all work-related courses or other professional development activities.

R. EVALUATION PROCEDURE

1. Each employee's job performance shall be evaluated by the supervisor in the first year of employment. Upon a satisfactory evaluation in the first year, the employee shall be evaluated at least every three years.
2. A conference will be held between the employee and the immediate supervisor to discuss the contents of the evaluation. At the conclusion of the conference, the employee and the supervisor shall sign the evaluation instrument. A signature on the evaluation instrument does not indicate agreement with its contents but merely an indication that the employee has read the evaluation. In the event an employee disagrees with the written evaluation, he/she may exercise the option of attaching written comments to the evaluation instrument.

S. LEAVES OF ABSENCE

1. The employee shall not lose accrued seniority nor shall she/he accumulate seniority while on an unpaid leave of absence.
2. Requests for leaves of absence shall be in writing and shall include the reason for the leave, along with notification of the beginning and ending dates of said leave.
3. An employee returning from a leave of absence shall be reinstated to the position he/she held when the leave began, or a like and similar position as necessitated by district needs. At least thirty (30) days prior to the date a leave is scheduled to expire, an employee shall notify the Board of his/her intent to return to work.
4. An employee failing to return from leave of absence at the date stipulated on the leave request form shall be considered terminated from employment with the Board.
5. The employee may choose one of the following options for a childbearing/childcaring leave:
 - a. The employee may utilize accrued sick leave only for the purposes of disability due to pregnancy and childbearing. The employee shall return to work when her doctor verifies that she is physically able to return to work, or;
 - b. The employee may request a childbearing/childcaring unpaid leave for the purpose of bearing and caring of an infant child. Said leave may be granted by the Board for up to three (3) months, or;

- c. The employee may utilize accrued sick leave for the purpose of disability due to pregnancy and childbearing and commence an unpaid leave for the purpose of childcaring when her doctor verifies that she is physically able to return to work. While the employee may combine sick leave for the duration of the disability and unpaid leave for childcaring after recovery, the total period of absence due to childbearing and childcaring may not exceed three (3) months.
6. An employee who has exhausted his/her accrued sick leave for any period of sick leave will be placed on an unpaid leave of absence for duration of the disability not to exceed one (1) year.

7. Family Medical Leave Act (FMLA)

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

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

T. GRIEVANCE PROCEDURE

1. A grievance shall be an alleged violation of the express terms of this Agreement. An employee alleging violation of this Agreement shall within ten (10) days of its alleged occurrence, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same.
2. If no resolution is obtained within five (5) days of the discussion, the employee shall reduce the grievance to writing and submit it to the supervisor. Within ten (10) days, the immediate supervisor shall respond in writing.
3. If the grievant is not satisfied with the response of the immediate supervisor, or if no disposition is made within ten (10) days of receipt of the grievance, the grievant may transmit the grievance to the Assistant Superintendent for Human Resources. The Assistant Superintendent for Human Resources shall meet with the grievant within five (5) days and shall respond in writing within ten (10) days of the meeting.
4. If the grievant is not satisfied with the response of the Assistant Superintendent for Human Resources, or if no disposition is made within ten (10) days of the meeting between the grievant and Assistant Superintendent for Human Resources, the grievant may transmit the grievance to the Superintendent. The Superintendent shall meet with the grievant within five (5) days and shall respond in writing within ten (10) days of the meeting.
5. If the grievant is not satisfied with the response of the Superintendent, or if no disposition is made within ten (10) days of the meeting with the Superintendent, the grievant may request a meeting with the Board of Education. The grievance will be placed on the agenda of the Board's next regular meeting. The Board shall render a decision in writing within twenty-five (25) days of the grievance meeting. The decision of the Board is final.
6. The reference to days in this Article shall mean work days of the district.

U. Degree Stipend

Unit members will receive an additional stipend of \$150 per year for attainment of a job-related Associate's Degree, and \$300 per year for attainment of a job-related Bachelor's Degree. This shall be paid at the end of the fiscal year as additional salary.

V. Miscellaneous

An emergency manager appointed by the State pursuant to MCL 141.1501 – 141.1531 is allowed to reject, modify, or terminate the collective bargaining agreement as provided under the law.

V. SIGNATURE

The terms and conditions of this Agreement will continue in effect through June 30, 2013.

The benefits and considerations listed here shall be subject to provisions of basic plans provided by the Pinckney Community School District.

Ginny Pine
Benefits/Payroll Accountant

Nancy Weaks
Instruction, Assessment and Technology
Assistant

Karla Flora
Administrative Assistant

Anne Schimelpfenig
Student Data Systems/Tech. Support Specialist

Susan Katona
Community Education Assistant

Debby Stahl
Accounting Assistant

Kathy Robinson
Human Resources Assistant

Anne Colone, President
Board of Education

Brian G. Higgins
Board Negotiator

Margaret Eibler, Secretary
Board of Education

Approval Date

W. APPENDIX A (SALARY SCHEDULE)

CLASSIFICATION	2011/12 and 2012/13
1. ADMINISTRATIVE ASSISTANT (Salaried 52 Weeks)	
1 to 2 Years	\$36,525
3 to 4 Years	\$39,134
5+ Years	\$42,168
2. HUMAN RESOURCES ASSISTANT; INSTRUCTION, ASSESSMENT, AND TECHNOLOGY ASSISTANT; COMMUNITY EDUCATION ASSISTANT, BENEFITS/PAYROLL ACCOUNTANT; STUDENT DATA SYSTEMS/TECHNOLOGY SUPPORT SPECIALIST	
1 to 2 Years	\$16.44
3 to 4 Years	\$17.57
5+ Years	\$18.97
3. ACCOUNTING ASSISTANT	
1 to 2 Years	\$14.54
3 to 4 Years	\$14.84
5+ Years	\$16.03

