

AGREEMENT

Between

PEWAMO-WESTPHALIA BOARD OF EDUCATION

And

**PEWAMO-WESTPHALIA EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION/MEA/NEA**

July 1, 2019 – June 30, 2022

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Article 1 Agreement

This Agreement is entered into this 17th day of June 2019, by and between the Pewamo-Westphalia Education Support Personnel Association MEA/NEA, hereinafter called the "Association," and the Pewamo-Westphalia Community Schools Board of Education, hereinafter called the "Board" or the "Administration."

In consideration of the following mutual covenants, it is hereby agreed as follows.

Article 2 Purpose

A. Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

B. Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make demands and proposals with regard to all bargainable subjects Any previously established practice, policy, rule, or regulation that is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

Article 3 Recognition

A. Bargaining Unit Defined

The Board hereby recognizes the Pewamo-Westphalia Educational Support Personnel Association MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. seq; MSA 17.455(1) et. seq., (PERA), for all Paraprofessional, Secretarial/Clerical, Transportation, Food Service, and Custodial/Maintenance employees of the Pewamo-Westphalia Community Schools. Excluded are one confidential secretary to the superintendent, supervisors, substitutes and all other employees.

B. Membership in Bargaining Unit

No bargaining unit member is required to become or remain a member of the Association as a condition of employment.

C. Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Part-time employee: An employee who is employed less than thirty-five (35) hours per week.
2. Full-year employee: An employee who is employed for a twelve (12) month period.
3. School-year employee: An employee who is employed for the student school year and up to an additional two (2) weeks of employment.
4. Extended-year employee: An employee who is employed for more than a school-year employee but less than a full-year employee.

5. Probationary employee: An employee who is in their first sixty (60) workdays of employment.
6. Substitute employee: An employee who is employed to fill a position on a per diem basis while the regular bargaining unit member is absent or on approved leave.

D. Negotiating Outside of Agreement

The Board agrees to not negotiate with any support staff organization other than the Association for the duration of this Agreement.

E. Strikes/Lock Outs

The Association and Board recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work in the school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for disciplinary action.

The Board agrees it will not lock out employees during the term of this agreement.

F. Dues

The Association shall be responsible for the remission of members' dues/fees to the state and national associations

**Article 4
Extent of Agreement**

A. Severability

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

B. Individual Agreements

Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

**Article 5
Association Rights**

A. Information

The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the financial resources of the Board, the preliminary budget, and such other information as will assist the Association in developing programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Board meetings; and census and membership data.

B. Use of Facilities

The Association and its representatives shall have the right to conduct Association business on the Board's property or use the Board's equipment at times that do not interfere with or interrupt normal operations or the employees' duty time.

C. Mail

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Board, without cost, and the Board shall provide mailboxes for all employees.

D. Association Leave

The Association shall be granted up to seven (7) days annually that can be used as Association leave time. Said leave days are to be distributed among its members for conducting Association business at the Board's expense. The Association shall access this time by written notice to the Superintendent by the Association President.

E. Competing Organizations

The rights granted herein to the Association shall not be granted or extended to any competing labor organization.

F. Association Representation

The Association shall notify the Board, in writing, of the names of Association officers and Association representatives. The Board will not be required to recognize any other Board employee for conducting Association business.

**Article 6
Employer Rights**

A. Powers and Rights

In order to carry out its responsibility for the development and operation of education programs providing the best possible educational opportunity for the Pewamo-Westphalia Community Schools consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

1. The supervision, direction, and control of the management and administration of the school system, its properties and facilities.
2. The right to hire all employees and, subject to the provisions of the law, determine their qualifications; to discharge, demote or otherwise discipline employees for violation of board policy or administrative guidelines; and to promote and transfer employees.

B. Exercise and Adoption

The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules, regulations and practices in the furtherance thereof shall be the exclusive prerogative of the Board except as otherwise limited by express provision of this Agreement.

**Article 7
Bargaining Unit Member Rights and Protections**

A. Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et. seq., (PERA), the Employer hereby agrees that every employee shall have the right to freely organize, join, and support the Association and to engage

in lawful concerted activities for collective bargaining or negotiations and other concerted activities for mutual aid and protection..

B. Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan Revised School Code or other applicable State or Federal Laws or regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Personal Life

The employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board.

D. Non-Discrimination

The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

E. Discipline and Discharge

No employee shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; and discharges. Probationary employees (60 workdays) may be discharged without just cause at the discretion of the Employer.

F. Written Discipline

Written warnings, reprimands, or suspensions will be given in the form of a formal letter with the full signature of the administrator taking the action and a full signature of the employee acknowledging receipt of the written reprimand. The letter will be delivered only after a meeting has been held at which time the employee had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the employee and the Association.

G. Response to Discipline

Any employee who wishes to take exception to a written disciplinary action must respond in writing and shall present a copy of the letter to their appropriate supervisor. Such response shall be placed in the employee's personnel file, together with a copy of the written disciplinary action issued by the Administration and/or Board. An employee who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

H. Representation

An employee shall be entitled to have present an Association representative during any meeting, which will or may lead to disciplinary action by the Administration. When a request for such representation is made, no action shall be taken with respect to the employee until such Association representative is present. Should disciplinary action be likely to occur at a given meeting, the employee shall be advised of said possibility and shall be advised by the Administration of the employee's right to representation.

I. Discipline System

The district will normally use progressive discipline to address unacceptable acts or performance based issues. Depending upon the severity of the offense, progressive discipline will normally be followed but may include any of the following:

1. Verbal warning by appropriate administrator.

2. Written warning by appropriate administrator.
3. Written reprimand by appropriate administrator.
4. Suspension with pay pending a hearing.
5. Suspension without pay.
6. Termination of employment.

J. Personnel Files

Employees shall have the right to examine their permanent personnel file at the convenience of the Administration at a time mutually agreed to by the employee and administrator and in the presence of the administration. No information will be released from the employee's personnel file to anyone without first providing notification to the affected bargaining unit member and/or approval as according to law.

K. Adverse Material

The Bullard-Plawecki Act will be followed before any disclosure of personal information to a third party.

L. Assault/Sexual Harassment

Any case of assault upon an employee and/or his/her property, while at work, shall be promptly reported to the Administration. Any action taken will be in conformity with the law, board policy, administrative regulations or district procedures.

M. Accommodation

The Employer shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped individual, unless the Employer can demonstrate that the accommodation will impose an undue hardship on the operation of the program.

The parties will look to the factors set forth in the Americans with Disabilities Act and section 504 of the Vocational Rehabilitation Act to determine whether the accommodation is reasonable and not an undue hardship.

Article 8 Grievance Procedure

- A. A grievance shall be defined as an alleged violation of the express terms of this contract. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion), or to initial placement in the salary schedule.
- B. The term "days" as used herein shall working mean days in which school is in session.
- C. Written grievances as required herein shall contain the following:
 1. It shall be signed by the grievant or grievant;
 2. It shall be specific;
 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 4. It shall cite the section or subsection of this contract alleged to have been violated;
 5. It shall contain the date of the alleged violation;
 6. It shall specify the relief requested;
 7. It shall be submitted on the grievance form (Appendix E).

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

- D. Level One – Teachers believing themselves wronged by an alleged violation of the expressed provisions of this contract shall within five (5) days of its alleged occurrence orally discuss the grievance with their immediate supervisor in an attempt to resolve it.

If no resolution is obtained within three (3) days of the discussion, the teacher 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 their 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 their 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 their designated agent shall render their decision in writing, transmitting a copy of the same to the grievant, the Association Secretary, the immediate supervisor, and place a copy of it in a permanent file in their office.

If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the grievant may appeal same to the Board of Education by filing a written grievance along with the decision of the Superintendent with the officer of the Board in charge of drawing up the agenda for the Board's meeting not less than five (5) days prior to the next regularly scheduled Board meeting.

Level Three – Upon proper application as specified in Level Two, the Board or an Ad Hoc Committee established by the Board shall allow the employee or their Association representative an opportunity to be heard under the Open Meetings Act for which the grievance was schedule if requested, or if not requested, give such other consideration, as it shall deem appropriate. Within one calendar month from the hearing of the grievance, the Board shall render its decision in writing. The Board may hold future hearings therein, may designate one or more of its members to hold future hearings therein or otherwise investigate the grievance.

A copy of the written decision of the Board shall be forwarded to the Superintendent for permanent filing, the immediate supervisor of the grievant, the grievant, and the President of the Association.

Level Four – Individual Employees shall not have the right to process a grievance at Level Four.

The following matters shall not be arbitrable:

The termination of services of or failure to re-employ any support staff.

1. If the Association is not satisfied with the disposition of the grievance at Level Three, it may, within ten (10) days after the decision if the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the American Arbitration Association in accordance with its rules shall select them.
2. Party may either raise a new defense or ground at Level Four not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing, pre-hearing statement alleging facts, grounds and defense, which will be proven at the hearing and hold a conference at that time in an attempt to settle the grievance.
3. The decision of the arbitrator shall be final, conclusive and binding employees, the Board and the Association: subject to the right of the Board or the Association to judicial review. All arbitration proceedings are subject to the procedures and requirements contained in the Michigan Uniform Arbitration Act, MCL 621.1681 et seq.
4. Powers of the arbitrator are subject to the following limitations:
 - a. They shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. They shall have no power to establish salary scales or to change any salary schedule.
 - c. They shall have no power to interpret state or federal law.
 - d. They shall not hear any grievance previously barred from the scope of the grievance procedure.
5. After a case on which the arbitrator is empowered to rule hereunder has been referred to their, it may not be withdrawn by either party except by mutual consent.
6. If either party disputes the procedural arbitrability of any grievance under the terms of this Agreement, the arbitrator shall rule upon arbitrability prior to hearing the case on the merits. In the event that a case is appealed to the arbitrator on which they have no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
8. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses.

- E. Should an employee fail to institute a grievance within the time limits specified, the grievance would not be processed. Should an employee fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the Grievant regardless of their employment), all further proceedings on a previously instituted grievance shall be barred. Time limits specified herein may be extended upon mutual consent.
- F. The Association shall have no right to initiate a grievance involving the right of an employee or group of employees without their express approval in writing.
- G. All preparation, filing, presentation or consideration of grievances shall be held at a time other than where an employee or a participating Association representative are to be at their assigned duty stations.
- H. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date of which the grievance is filled.

**Article 9
School Cancellations**

A. Inclement Weather Prior To Start Time

In the event school is canceled or delayed prior to the start of an employee's workday due to inclement weather, conditions not within the control of the Board, or other situation as approved by the Superintendent, the following procedures will apply:

1. Custodial, maintenance will report to work, if possible, and will be paid at their normal rate for the day.
2. For secretarial/clerical, paraprofessional, bus driver and food service employees, a bank of six equivalent days will be granted to these employees each school year, only to be used on designated school cancellation days. This bank shall not accrue. Should the number of cancellation days exceed the number of bank days, pay will not be issued for the excess cancellation days and shall only have one unpaid day per payroll period.

If by April 1st, the district knows that they will need to make up hours and does not plan on making up days, support staff has the option to sign-up for building tasks/assignments. By signing up for these tasks, the support staff has to commit to the elected task in its entirety by June 15th.

B. Inclement Weather After Employee Start Time

In the event school is canceled after the start of an employee's work day due to inclement weather or conditions not within the control of the Board, the following procedures will apply:

1. Custodial, maintenance employees shall remain on the job and will be paid at their regular rate of pay for the day.
2. Secretarial/clerical, paraprofessional, bus driver and food service employees will be dismissed following any necessary activities and will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid.

**Article 10
Summer Special Projects Labor Pool**

A. Special Projects

A school-year employee who has an interest in working on a special project during the summer may sign up on the summer work rosters at the Superintendent's office no later than May 15 in any given year.

B. Seniority

Subsequent to May 15, the Board will align the list of employees according to seniority within the employees' current classifications. Available work for which the Board elects to utilize the summer work rosters will be rotated starting at the top of the list. It is expressly recognized the Board will not be required to utilize an employee in the rotation who is incapable of demonstrating they are qualified to perform the work in question.

C. Acceptance

Offers of summer work may range from less than a full day to a number of consecutive workdays. An employee offered such work must either accept or reject the complete assignment as offered. If rejected, the next person in the rotation will be offered the work.

D. Rejection

An employee rejecting more than two (2) summer work assignments will be removed from the list for the balance of the summer. An employee electing such work who misses any scheduled work time will be removed from the assignment. Removal from assignments on more than two (2) occasions will result in the removal of the employee from the list for the balance of the summer.

E. Summer Labor

Summer employment for bargaining unit members employed for special projects shall be paid at rates not to be less than the minimum wage established by state and federal law. Non-bargaining unit members hired for the same purpose will also be paid at the same rate for the duration of the special project as the bargaining unit member.

**Article 11
Negotiations Procedure**

A. Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect during the term of this Agreement. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

B. Special Conferences

Special conferences for important matters other than items that are mandatory subjects of bargaining under PERA may be conducted at the request of either party. Either the Association President or the Superintendent shall make a request for a special conference in writing. A written request shall detail the reason for requesting the conference. A meeting will be scheduled within ten (10) calendar days of receiving the request.

C. Negotiations Released Time

When negotiations are conducted during regular work hours, released time shall be provided for the Association's representatives.

D. Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

E. Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Board and one (1) by the Association.

F. Commencement of Negotiation

No earlier than April 1, nor later than June 1, of the calendar year in which this Agreement expires, the Association and the Board agree to begin negotiations of a successor Agreement.

Article 12
Work Year, Workweek, and Workday

A. Work Year

The work year for all employees shall be the full year (52 weeks) with break periods, holidays and vacations as listed in this Agreement, except for those classifications described below:

1. Paraprofessionals: The work year shall be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year and shall be consistent with break periods, holidays and vacations of the school calendar.
2. Extended Year Secretarial/Clerical Personnel: The work year shall be at least two hundred ten (210) days and shall be consistent with break periods, holidays, and vacations as listed in this Agreement.
3. Food Service Personnel: The work year will be at least equal to the number of student days plus four (4) additional days, which coincides with the student attendance year, and shall be consistent with break periods, holidays and vacations of the school calendar.
4. Bus Drivers: The work year will be equal to the number of student days plus two (2) additional days, which coincides with the student attendance year of those students who are being transported and shall be consistent with break periods, holidays, and vacations of the school calendar.
5. Special Education Secretary: The work year shall be equal to the number of student days plus up to two (2) additional days, which coincides with the student attendance year and shall be consistent with break periods, holidays, and vacations of the school calendar. An increase or decrease in the number of days may be adjusted via mutual agreement of the Supervisor and the secretary.

B. Workweek

1. The workweek for employees shall consist typically of the workdays Monday through Friday, except as noted below and as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.
2. The workweek of the Special Education Secretary shall consist typically of two (2) workdays per week except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

C. Workday

The workday for all employees shall be as noted below. All hours shall be consecutive, except for bus drivers.

1. Custodians/Maintenance/Grounds/Mechanic Personnel:
 - a. First Shift—Begins no earlier than 6:00 a.m.
 - b. Second Shift—Begins at 2:30 p.m.

Times for both shifts may be changed through mutual agreement between the employee and their supervisor.

2. Food Service Personnel:

The workday will begin no earlier than 7:00 a.m. and end no later than 3:30 p.m. unless the time is changed through mutual agreement between the employee and their supervisor.

3. Paraprofessionals:

The workday begins when school starts for students and ends when school ends for students unless the time is changed through mutual agreement between the employee and their supervisor.

4. Secretarial/Clerical Personnel:

The workday begins no earlier than 7:00 a.m. and ends no later than 4:30 p.m. unless the time is changed through agreement between the employee and their supervisor.

5. Bus Drivers:

The workday shall be comprised of the time actually spent driving regular runs or field trips, including down time spent at field trips, and performing daily activities as are required. In the event the driver has down time on a field trip, that shall also be considered time worked for the purposes of reporting to the State. Each driver shall be compensated at the hourly rate provided in Appendix A for actual average driving times and for other noted activities in Article 15, Section A., 2.

Said average driving times shall be determined twice yearly. The first semester shall be paid at the time determined to be the average during the second full week of school. The second semester shall be paid at the time determined to be the average during the first full week of the second semester. In the event a driver believes their average driving time has changed by at least fifteen (15) minutes, they may request a re-determination.

Senior drivers shall be allowed to bid for the maximum number of hours that their driving schedule will permit during the bid meeting. Change occurring during the year will be assigned based on seniority and availability.

D. Duty-free Lunch

All employees who work at least six (6) consecutive hours a day shall receive a one-half (1/2) hour uninterrupted, duty-free unpaid lunch period which shall be scheduled approximately mid-shift.

E. Emergency Call-In

A minimum one (1) hour shall be credited to an employee called for an emergency situation, even if the employee works less time. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day it shall be paid at time and one-half (1 ½) unless it is a Saturday, Sunday, or holiday, in which case it shall be paid at double time (2).

F. In-Service

All employees may be offered in-service training opportunities. Such training opportunities shall be fully paid by the Board, and each employee shall be given their regular rate of pay for the hours of the in-service.

G. Breaks

1. Any employee working four (4) hours or less shall be granted a fifteen (15) minute break at the mid-point of their day.
2. Any employee working four (4) or more hours shall be granted two (2) fifteen minute breaks, not to be combine into one (1) thirty (30) minute break and shall not be at the beginning or end of the shift.

3. The specific scheduling of the break periods shall be done by mutual agreement of the employee and their supervisor.
4. An employee may take the break period in a location of the employee's choosing.
5. An employee working overtime will be entitled to an additional fifteen (15) minute break period for every two (2) hours worked.

H. Overtime

1. Overtime shall be defined as time worked in excess of forty (40) hours in a workweek.
2. **Mandatory Overtime:** In the event that no employees have notified the Administration that they are interested in performing overtime work, such overtime will be assigned on a rotation basis through inverse seniority order (least senior to most senior employee). No employee will be required to work overtime hours unless all other qualified employees in that classification have had the opportunity to bid on those hours.
3. **Voluntary Overtime:** No employee shall be allowed to work overtime unless all other qualified employees in that classification, including substitute employees, have had the opportunity to fill their weekly schedule with up to 40 (forty) hours of paid time.
4. By mutual agreement between the employee and their supervisor, compensatory time may be earned in lieu of overtime payment.

I. Substitutes

The Board may provide substitutes as required by the absence of a regular employee and will utilize existing staff whenever possible by offering the work to the most senior employee available. A regular employee assigned to perform the work of an absent employee for one-half (1/2) hour or longer will be paid the regular rate for those duties provided the regular rate is not less than his/her normal rate.

J. Payroll

Employees will be compensated for actual time worked. Employees will submit semimonthly timesheets and receive their pay for all hours worked on the next scheduled pay date. For the purposes of this section, each employee group may select the option to receive their pay spread over 24 pays. Employees electing payment over 24 pays will have their regular pay calculated based on the number of normal workdays multiplied by scheduled hours multiplied by their hourly rate. Employees must report any deviation from their regular workdays and hours on their semimonthly timesheet, so pay adjustments can be made accordingly.

Article 13 General Working Conditions

A. Unsafe Work

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety, or well-being. Employees will be given proper safety equipment and instructions in regards to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties.

B. Student Discipline

The Board shall support and assist employees with respect to the maintenance of control and discipline of students in the employees' assigned work areas.

C. Medication

The performance of dispensing or administering medication, diapering or other medically related procedures by employees shall be carried out in the presence of another adult whenever possible.

D. Supervision

An employee shall be responsible to only designated supervisors, said supervisors to be designated by the Board with written notification provided to each employee. An employee shall be notified in writing of any change in their designated supervisor.

E. Equipment

The Board shall provide without cost to the employee the following:

1. Approved first aid kits and materials in all work areas, gloves, and appropriate training in the handling of blood, blood products, and other bodily products.
2. Adequate and approved safety equipment including, but not limited to, goggles, shields, barriers, hard-hats, and auditory protection devices.
3. Safety shoes and glasses where applicable.
4. Reimbursement for the cost of licenses or the renewal of licenses required for the employee to perform their job or position.
5. Electrical cords and timers for bus engine heaters.

F. Mileage

An employee will be entitled to ninety percent (90%) of the current IRS rate per mile as reimbursement for driving their own vehicle in the performance of their job duties.

**Article 14
Conditions of Employment**

A. Transportation

In addition to those working conditions outlined in Article 13, the following shall apply to all transportation employees.

1. Runs
 - a. The Board shall maintain a bus run system.
 - b. The Administration shall hold a run selection meeting for all runs prior to the beginning of the school year. Every driver shall be notified of the meeting time and location.
 - c. At the run selection meeting, all known runs shall be posted and the posting shall include the length, number of stops, and estimated time and pay.
 - d. Drivers shall select runs on the basis of seniority.
 - e. A driver shall be allowed to select as many runs as their schedule permits.

- f. Should any new runs become available during the school year, it shall be posted in accordance with the posting procedure in Article 16.
- g. All runs available during the summer period shall be awarded in the same manner as field trips.
- h. The student discipline policy shall apply to all regular runs and field trips. Bus rules shall be updated as necessary by the Administration with input from drivers.

2. Preparation of Buses

Each driver is responsible for performing a variety of tasks in preparing a bus for use and cleaning it after its use, including the safety checklist mandated by law and that has been negotiated between the parties. In consideration of the activities below, each driver shall be compensated at their hourly rate as is appropriate.

Bus Washing	35 minutes per day	Bus to be washed a minimum of two (2) times per week
Fueling	10 minutes per day	Bus to be fueled as needed
Internal Cleaning	15 minutes per day	Bus to be internally cleaned at the conclusion of runs each day
Safety Prep	30 minutes per day	According to law and negotiated checklist

Bus Run Meetings—Field Trip and Regular— Time actually spent in the meetings when called

Additionally, a driver who is assigned a field trip shall have thirty (30) minutes added to the accumulated time of the trip for the safety check as outlined above, fueling, sweeping, and equipment loading.

3. Field Trips

- a. A field trip is defined to be the transportation of students other than on a regular run.
- b. A driver interested in driving for field trips shall notify the supervisor and shall have their name put on the field trip list. All field trips shall be posted, along with the projected length of the trip, on the field trip chart. Field trips shall be awarded to interested drivers using a rotation system according to seniority. Field trips refused shall be charged to the driver on the chart. The chart is to be placed in a conspicuous location seven (7) days in advance of a trip when possible. This system is subject to change by a majority vote by the drivers. Trips canceled or postponed shall not be charged. The driver of a canceled or postponed trip is to be first on the rotation in the following week.
- c. There shall be a one (1) hour minimum payment to a driver who shows for an extra trip that is canceled. The rate of pay shall be at the driver’s regular rate.
- d. The time for field trip pay shall start when the bus leaves the bus storage area and shall end when the bus returns to the school where the students were picked up except for overnight trips.

In the event the field trip involves an over-night stay, the time for field trip pay shall start when the bus leaves the bus storage area and pause when the bus is stopped for the overnight. The time shall begin again the next day when the students are loaded and shall end when the students are returned to the school from which the trip originated. In the event the trip involves more than one (1) overnight, the trip pay time for each intervening day shall begin when the students are loaded and pause when the bus is stopped for the overnight.

- e. An agreement shall be drawn up defining the responsibilities of the driver, the teacher/coach, and the chaperone while on a field trip.
- f. All new bus drivers must be employed for forty-five (45) working days before being eligible for field trips.
- g. The Board shall reimburse the driver for one (1) paid admission to the event, when necessary.

4. Substitutes/Temporary Run Vacancies

- a. If there is a temporary vacancy in the driving schedule due to the illness or absence of another driver, such temporary run shall be offered to drivers, based on seniority, who can drive it in their regular driving schedule. A driver need not be able to drive the entire schedule of the absent driver to be awarded a run.
- b. Whenever possible, employees shall have priority over substitutes for runs or field trips.

5. Licensing/Training

- a. The Board shall pay for all required licenses, testing, and physical examination as may be required for full licensure.

New employees become eligible for reimbursement of expenses for the above after ninety (90) days of continuous employment with the Board.

- b. The employee must have their physical examination at a district-specified medical provider.
- c. The Board shall pay regular drivers at their regular hourly rate for all time spent at training sessions, meetings (either transportation or student/parent meeting), testing, and run selection meetings.

6. Meal/Lodging Reimbursement

- a. The Board shall reimburse a driver at the next accounts payable run for all meal costs up to a maximum of nineteen dollars (\$19.00) for dinner, eight dollars and fifty cents (\$8.50) for lunch and eight dollars and fifty cents (\$8.50) for breakfast. A receipt is required.
- b. The Board shall reimburse a driver at the next accounts payable run a maximum of seventy-five dollars (\$75.00) for the cost of a motel room if a field trip involves an overnight stay. A receipt is required.

7. School Closure

A driver who reports to work and, upon arrival, finds that school has been canceled, shall be paid for one-half (1/2) hour at their regular hourly rate.

B. Food Service

Kitchen work generated by non-employer groups who use school facilities shall be handled in accordance with the posting and overtime provisions of Article 12, Section H.

C. Custodians

1. Summer Employment

- a. Custodians shall have the option to work four (4) ten (10) hour days during the summer period.
- b. Custodians shall be given the option of working first-shift hours regardless of their shift assignment during the school year.

2. Materials and Supplies

Custodians shall be provided with necessary and appropriate supplies and equipment to perform their assigned work.

3. Shift Premium

All custodial/maintenance employees working shifts beginning after 2:00 p.m. shall be paid a premium of thirty-five cents (\$.35) per hour.

D. Paraprofessionals

1. A paraprofessional shall not be asked to substitute for a certified teacher. In an emergency, however, a paraprofessional may cover a class for no more than one (1) hour, provided a certified person is responsible for the class.
2. A paraprofessional who has an Associate's Degree shall be paid according to the Paraprofessional with an Associate's Degree salary schedule.

Note: A qualified paraprofessional asked to serve as a substitute teacher will receive additional hourly compensation equal to the difference between \$19.50 and their regular schedule rate.

E. Secretaries

Secretaries shall have the option to work four (4) ten (10) hour days during the summer period when school is not in session.

F. Double Classification

An employee holding and providing services in more than one job classification must declare a primary classification. Hours worked in a secondary classification must be worked outside the normal working hours of the primary classification. An employee may declare a new primary classification if a new position becomes available, and the employee is awarded or assigned to that position.

G. Evaluation

1. The Board, through the powers derived from the Michigan Revised School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, it delegates to the Superintendent the function of establishing and implementing a program of personnel assessment.
2. The goals of the Board's evaluation plan for support staff are:
 - a. to improve and reinforce the skills, attitudes, and abilities which enable a support staff member to be effective in achieving assigned job goals; and
 - b. to identify and remediate weaknesses which prevent a support staff member from achieving the goals of assigned duties.
 - c. to assure employee accountability for their performance.
3. It is the purpose of the program of staff assessment to:
 - a. strive for the improvement of the total School District program;
 - b. stress the importance of personal improvement on the part of individual support staff members so that each student may be provided a quality education;
 - c. ensure the continuous improvement of administrative and supervisory services provided staff members; and
 - d. establish a process of continuous and systematic support staff member evaluation.
4. The staff evaluation program shall aim at the early identification of specific areas in which the individual support staff member needs help so that appropriate assistance may be arranged for or provided. A supervisor offering suggestions for improvement to a support staff member shall not release that support staff member from the responsibility to improve. If a support staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned

responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

5. A support staff member shall be evaluated under procedures provided in this Agreement and the Superintendent's administrative guidelines. A support staff member shall be given a copy of any documents relating to their performance, which are to be placed in the personnel file.

6. The Superintendent's administrative guidelines shall not deprive a support staff member of any rights provided by this Agreement or State law.

Article 15 Seniority

A. Seniority Defined

Seniority shall be defined as continuous length of service within the District as a member of the bargaining unit, i.e., all classifications represented in the recognition clause of this Agreement. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the last four (4) digits of their social security numbers beginning with the thousands place. Whoever has the lowest last four (4) numbers of their social security number shall be ranked highest on the list and so on. The final ranked names will be placed on the list along with the month, day, and year of their first workday.

1. An employee who accepts a position in another classification will have their seniority accrued in their prior classification frozen.
2. Part-time employees working a full year shall receive a full year of seniority credit..

B. Probation

1. Probationary employees shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be sixty (60) workdays.
2. Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.
3. Probationary employees shall be entitled to insurance benefits but not leave days or holidays. However, upon completion of the probationary period, the employee will be credited with the paid leave days, excluding holidays that they would have earned. In the event a probationary employee is absent, the probationary period shall be extended accordingly.

C. Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the following classifications based on their current primary assignments.

1. Bus Driver
2. Secretarial/Clerical
3. Custodial/Maintenance/Grounds
4. Food Service
5. Paraprofessional

D. Seniority List

The Board shall prepare, maintain, and post the seniority list. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure. Revisions and updates are to be prepared and posted annually. A copy of the seniority list shall be furnished to the Association.

E. Loss of Seniority

Seniority shall be lost by an employee upon termination for cause, resignation, retirement, or transfer to a non-bargaining unit position.

**Article 16
Vacancies, Transfers, and Promotions**

A. Vacancy Defined

A vacancy shall be defined as a newly created position or a present position that is not filled.

B. Vacancy Posting

Vacancies shall be posted in a conspicuous place in each building of the district for a period of ten (10) workdays, except in mutually agreed to exceptions. Said posting shall contain the following information:

1. Type of work
2. Location of work
3. Starting date
4. Rate of pay
5. Hours to be worked
6. Classification
7. Minimum requirements as reflected in the job description

C. Vacancy Notification

Interested employees may apply online within the ten (10) day posting period. The Board shall notify the Association President of vacancies occurring during the summer months, June, July, and August, by sending notice of same hand delivery or via email.

D. Award of Vacancy

A vacancy shall be filled with the most senior applicant from within the affected classification who meets the minimum requirements of the job description. If an employee from the affected classification does not apply, then a qualified applicant with the most seniority from another classification shall fill the vacancy, unless there is a more qualified non-bargaining unit member applicant. Salary step placement for a non-bargaining unit person placed into the position shall be determined by the Administration.

E. Involuntary Transfers

Involuntary transfers of employees are to be effected for the students and staff of the school. A transfer is defined as movement from one classification to another.

F. Transfer Rights

1. An employee shall not be placed on a lower step of the wage schedule due to an involuntary transfer or reassignments nor shall they suffer any loss of accrued seniority, holiday, or leave benefits.
2. An employee voluntarily transferring shall be placed on the base step of the salary schedule in the new classification. They shall not suffer any loss of accrued seniority, holiday, or leave benefits.

G. Temporary Assumption of Duties

Any employee who temporarily assumes the duties of another employee will be paid the regular rate of those assumed duties. An employee's pay rate or total pay shall not be reduced as the result of any temporary change in duties.

Article 17
Reduction in Personnel, Layoff, and Recall

A. Layoff Notice

No employee shall be laid off pursuant to a necessary reduction in the work force unless said employee shall have been notified of the layoff at least fifteen (15) calendar days prior to the effective date of the layoff.

B. Layoff Procedures

In the event of a necessary reduction in work force, the Board shall first layoff probationary employees in the affected classification, then least senior employees in that classification. If, within fifteen (15) months of the layoff, any vacancies or newly created position occurs, the Board will give first opportunity to laid-off employees who are qualified. An employee, whose position has been eliminated due to reduction in work force or who has been affected by a layoff/elimination of position, shall have the right to assume a position, for which they are qualified, that is held by a less senior employee.

C. Substitute Priority

A laid-off employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority. Laid-off employees may continue their health, dental, vision, and life insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Board after the first sixty (60) calendar days of such layoff, during which time all fringe benefits will be continued by the Board.

D. Recall

1. Laid-off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position in their classification for which they are qualified.
2. A notice of recall shall be sent by certified or registered mail if the Administration is unable to reach the employee by phone. Said notice shall be sent to the last known address as shown on the Board's records. It shall be the employee's responsibility to keep the Board notified as to their current mailing address.
3. The recall notice shall state the time and date on which the employee is to report back to work.
4. A recalled employee shall be given fifteen (15) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Board of their intent to return to work. The Board may fill the position on a temporary basis until the recalled employee can report for work, providing the employee reports within the fifteen (15) day period.
5. An employee recalled to work which is equal in hours and rate of pay to the position from which the employee was laid off is obligated to take said work. An employee who declines recall to such work for which they are qualified shall forfeit their recall rights. An employee on layoff shall accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position, which is lower in pay, hours, and/or benefits than the position from which the employee was laid off shall not affect their right to recall to an equivalent position. Recall rights are restricted to non-probationary employees and only for a period of fifteen (15) months from the effective date of layoff.

Article 18
Paid Leaves

A. Sick Leave

Employees shall earn one (1) day of sick leave per twenty (20) days worked rounded to the nearest whole. The unused portion of said leave shall be allowed to accumulate to a maximum of one hundred forty-four (144) days. Employees' sick leave banks will be credited at the beginning of the school year with the full amount of sick leave expected to be earned during the current school year. If an employee uses unearned days, the employee either can take the day without pay or will owe the district back their daily rate.. Upon termination, each employee shall be paid for all unused sick leave time, to a maximum of ninety (90) days, at a rate of twenty-five dollars (\$25) for each unused day. Employees shall be paid following the end of the year for any sick leave days accumulated above the one hundred forty-four (144) day limit at a rate of twenty-five dollars (\$25.00).

B. Sick Day Usage

Sick 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 their leave to recover from their own illness or disability, or for the illness or disability of any member of their immediate family as defined in C below.
2. Medical or Nursing Care—The employee may take one (1) day per year to make arrangements for medical or nursing care for a member of his/her immediate family as defined in C below.
3. An employee's sick leave bank will not be charged for day when such day falls unexpectedly on canceled school day.

C. Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, step-parent, sibling, in-laws, or anyone who has stood in the relationship or is living in the household of the employee.

D. Personal Leave

1. Employees will be allocated personal leave at the beginning of each contractual year in accordance with the chart below. For employees hired after the start of the school year, this benefit will be pro-rated. Unused personal leave days will be added to a Personal Leave Bank with a maximum of six (6) days. Personal leave days may be granted following written application terms defined in #4 of this section.

CLASSIFICATION	PERSONAL LEAVE
Custodians	Up to 5 days
Extended Yr Secretary/Clerical	Up to 4 days
All Other Classifications	Up to 3 days

2. For all other employees, personal leave days not to exceed two (2) days in any one (1) contractual year shall be available upon written application. Unused personal leave days at the end of the school will rollover to Sick Leave Bank.
3. Requests for personal leave must be made with the Administration as far in advance as possible and at least twenty-four (24) hours in advance.
4. Leave time can be taken in fifteen (15) minute increments.
5. A personal leave day may be granted for the day preceding or the day following a holiday or a vacation or the first and last day of the school year upon approval of the administrator.
6. Personal leave days shall be available for the practice of individual religious practices.
7. If a school is not in session due to circumstances outside the control of the district, an employee who has a pre-approved absence shall not be charged for a personal leave day.

E. Employment Related Injury

1. Absence due to injury or illness incurred in the course of the employee's employment shall not be charged against the employee's sick leave days. The Board shall pay to such employee the difference between their salary with all fringe benefits and all benefits received under the Michigan Worker's Compensation Act for a period not to exceed thirty (30) workdays. After the thirty (30) workday period the employee may elect to use sick leave days to help make up the difference between their biweekly salary and the benefits received under workers compensation. The workers compensation benefits together with sick leave compensation cannot exceed the employee's biweekly salary. The salary differential paid by the employer is not to be offset by or coordinated with Workers' Compensation benefits. During an absence due to an employment related injury, seniority shall accrue.

2. Upon return from Worker's Compensation, the employee shall be guaranteed their former position or a comparable position if the former position no longer exists.

F. Judicial Leave

Any employee called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation and benefits for such time. The employee shall pay back to the Board any money received for jury duty less any mileage reimbursements.

G. Bereavement Leave

An employee shall be granted a maximum of five (5) days of paid leave, two (2) of which shall be deducted from sick leave, per death for immediate family members, with the Superintendent able to extend paid leave. Immediate family shall include spouse, parent, brother, sister, child, grandchild, father-and mother-in-law, brother-and sister-in-law, grandparent, and any other person living in the household of the employee. The employee may take up to one (1) paid day per death to attend the funeral of any other person. This leave shall not be cumulative, and used leave days will be deducted from sick leave bank.

**Article 19
Unpaid Leaves**

A. Leaves of Absence

A leave of absence, without pay, for up to one (1) year in duration may be granted to an employee upon written request. A request for a leave of absence shall include the reason for the leave along with the anticipated beginning and ending dates of the leave. During a leave of thirty (30) days or less, seniority shall continue to accumulate. If employee does fails to return to work from their leave and fails to notify the Superintendent with regard to their return, employment will be terminated.

B. Return from Leave

An employee returning from a leave of absence shall be reinstated to the same position they held when the leave began or a comparable position. An employee returning from a leave of absence shall not receive salary experience credit for the time of such leave.

C. Extensions

The Board, upon written request of the employee, may grant an extension past the one (1) year. The request shall include the reason for the extension and the anticipated date of return.

D. Military Leave

A military leave of absence shall be granted to an employee who is inducted, or enlists, for military duty in any branch of the armed forces of the U.S. or who enlists, volunteers, is called, or otherwise makes their self-available for active duty in the National Guard or Reserves.

E. Association Office

A leave of absence may be granted for the purpose of serving as an officer of the Association or an officer, intern, or staff member in its state or national affiliate for the duration of the term of office.

F. Public Service

A leave of absence may be granted for the purpose of campaigning for and/or serving in, a public office. The leave shall be granted for the duration of the term of office.

G. Career Exploration

A leave of absence may be granted for the purpose of exploring an alternative career.

H. Education Leave

A leave of absence may be granted for the purpose of permitting the employee to continue his/her education.

**Article 21
Paid Holidays**

A. Definition

For purposes of this Article, the term "day" shall be defined as the number of hours the employee is regularly scheduled to work per day.

B. Preceding Day/Following Day Work Requirement

An employee must work the entire last regularly scheduled day preceding and following the holiday in order to receive holiday pay. The Superintendent has the authority to waive this requirement.

C. Eligibility Pay

Probationary employees shall not be eligible for paid holidays.

D. Holiday Pay

In the event a holiday falls during an approved personal leave time, the employee will receive holiday pay, and a paid personal leave day will not be charged against the employee's personal leave bank. Employees will receive paid holidays in accordance with the appropriate schedule detailed in Appendix C.

**Article 22
School Improvement**

This selection is subject to appointment by the Board. Such representation shall be with full released time with no loss of pay for meetings during regular work hours or volunteer for meetings scheduled beyond the employee's day. Service on this Committee shall be voluntary.

**Article 24
Insurance**

A. Employee Purchased Health Insurance

Any employee, at their own expense, shall have the option of purchasing health insurance through the employer at the group rate pursuant to the underwriter's rules and regulations.

B. Term Life Insurance

The Board will provide fully paid MESSA term life insurance in the amount of \$30,000 with AD&D coverage for each employee.

If an Emergency Financial Manager is appointed by the state under the Fiscal Accountability Act, the Emergency Manager may reject, modify, or terminate the collective bargaining agreement in their sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).

**Article 25
Duration Of Agreement**

All articles of this Agreement shall be effective upon ratification and will expire June 30, 2022.

For the Association

For the Board

President

President

Date

Date

Chief Negotiator

Secretary

Date

Date

Appendix A

		2019-2020 <u>Hourly Rate</u>
Section 1 – Bus Drivers	Base	15.00
	2 nd Year	16.00
	3 rd Year	17.00
	4 th Year	18.00
	Top	19.25
	Extra Trip	15.00
Section 2 – Secretaries/SSA	Base	14.00
	2 nd Year	15.00
	3 rd Year	16.00
	4 th Year	17.00
	Top	17.50
	Section 3 – Paraprofessionals/Food Service	Base
2 nd Year		11.50
3 rd Year		12.00
4 th Year		12.50
Top		13.25
Section 4 – Parapro w/ Associates/Custodial/Maintenance		Base
	2 nd Year	13.75
	3 rd Year	14.50
	4 th Year	15.50
	Top	16.50
	Section 5 – Skilled Trades	Base
2 nd Year		16.50
3 rd Year		17.50
4 th Year		18.50
Top		19.50

Pay Scale:

Year 1 – As listed above

Year 2 – 0%, School Year Employees CIL to \$800*, Year Round Employees CIL to \$2400*

Year 3 - 0%, School Year Employees CIL to \$1200*, Year Round Employees CIL to \$3000*

*Will be prorated based on work schedule

Appendix B

**Grievance Report Form
Pewamo-Westphalia Community Schools**

Grievance # _____

Distribution of Form:

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

Building _____

Assignment _____

Name of Grievant _____

Date Filed _____

LEVEL ONE

A. Date Cause of Grievance Occurred: _____

B. 1. Article/Section/Policy Violated: _____

2. Statement of Grievance:

3. Relief Sought:

Signature of Association Representative

Signature of Grievant

Date

Date

C. Disposition by Supervisor:

Supervisor's Signature

Date

D. Position of Grievant and/or Association:

Authorized Signature

Date

(If additional space is needed in reporting Section B of Level 1, attach an additional sheet.)

LEVEL 2

A. Date Received by Superintendent, or Designee: _____

B. Disposition by Superintendent, or Designee:

Signature Date _____ Superintendent's, or Designee's,

C. Position of Grievant and/or Association:

Authorized Signature

Date

LEVEL 3

A. Date Submitted to the Board: _____

B. Disposition by the Board:

Authorized Signature

Date

C. Position of Grievant and/or Association:

Authorized Signature

Date

Appendix C

Paid Holidays

All non-probationary employees will receive the following paid holidays:

- Labor Day
- Thanksgiving
- Day after Thanksgiving
- Day before or after Christmas
- Christmas Day
- New Year's Day
- *Good Friday
- Memorial Day

Non-probationary, year-round Custodial/Maintenance/Skilled Trades employees will receive the above listed paid holidays, plus:

- July 4th
- New Year's Eve Day

* If students are in attendance one-half (1/2) day on Good Friday, then a one-half (1/2) day paid holiday.