

MASTER AGREEMENT

BETWEEN

**PINCKNEY COMMUNITY SCHOOLS
BOARD OF EDUCATION**

AND

**PINCKNEY SUPPORT STAFF
ASSOCIATION (PSSA)
AFFILIATED MEA/NEA**

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JULY 1, 2005 THROUGH JUNE 30, 2007

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ARTICLE I AGREEMENT

This Agreement is made and entered into as of the 2nd day of March 2006 by and between the Board of Education of the Pinckney Community Schools, hereinafter called the "Board," and the Pinckney Support Staff Association (PSSA) affiliated MEA/NEA, hereinafter called the "Association."

ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Public Act 379, 1965, for all full-time and regularly scheduled part-time (Employees working at least 10 or more hours per week on a regular basis) building support personnel including Paraprofessionals, Special Needs Assistants, Special Education Classroom Assistants, Classroom and Office Assistants, and Hall Monitors. Excluding secretarial/clerical building personnel, Library and Office Clerks, Secretary to the Director of Buildings and Grounds, seasonal, temporary, casual (including lunchroom/playground aides), substitute, per diem, co-op students, and all other employees and/or persons. The term employee when used hereinafter in the Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

ARTICLE III BOARD RIGHTS

The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing the right:

- A. The executive management and administrative control of the school system and its properties and facilities and the activities of its employees.
- B. To manage and direct the working forces, including the right to hire, promote, suspend, discharge and demote employees, transfer employees, establish skill level classifications, assign work including extra duties to employees, subcontract extra activities, determine the size of the work force and to layoff employees.
- C. Continue its rights to assignment and direction of work of all of its personnel, determine the number of shifts and hours of work and starting times and scheduling of all of the foregoing, but not in conflict with the specific provisions of this Agreement and the right to establish, modify or change any work or business hours or days.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including the institution of new and/or improved methods or changes therein.

- E. Adopt rules and regulations.
- F. Determine the qualifications of employees.
- G. Determine the number and location or relocations of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine all financial and educational policies.
- I. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms whereof are in conformance with the Constitution and the laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. Non-Discrimination
 - 1. The Board agrees that every employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, or deprive or coerce any employee in the enjoyment of any rights conferred by the laws of Michigan, or the Constitution of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reasons of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. Any grievance which may arise under this specific charge of discrimination must state clearly the manner in which all parties were treated differently than said grievant which forms the basis for the charge of discrimination.
- B. Discipline
 - 1. No employee except probationary employees shall be disciplined without good and sufficient reason. Any such discipline shall be subject to the grievance procedure.

The specific grounds forming the basis for disciplinary action will be made available to the employee and the Association in writing.

2. An employee shall be entitled to have present Association representation during any meeting which disciplinary action is expected to take place. When a request for such representation is made, no action shall be taken with respect to the employee until the employee's local Association steward is present. Whenever the possible discipline is more severe than a written reprimand, such representative may, at the employee's request, be a MEA staff representative. This shall not deny the Board or its agents the right to temporarily suspend an employee for serious offenses.
3. No employee, except probationary employees shall be discharged without just cause.

C. Files and Records

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

**ARTICLE V
ASSOCIATION RIGHTS**

A. Special Conferences

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

B. Bulletin Boards and School Mails

The Association may use a portion of the staff lounge bulletin board, if available, for the purpose of posting Association materials. The Association also has the right to use the school mails to distribute association materials, provided it does not require the Board or its representatives to process or handle such mail. Employees may use the designated bulletin board space for the purpose of personal messages and items of interest which do not detract from the orderly performance of work or the ability of employees and/or supervisors to maintain and foster positive working and personal relationships at work.

C. Use of Facilities and Equipment

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

D. Relevant Information

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

E. Association Released Time

The Employer shall provide up to a total of ten (10) working days per contract year of released time for unit members to attend a function of the Association such as conferences, training sessions and conventions.

The Employer shall pay the first five (5) days of any substitute costs incurred. Substitute costs incurred for days six (6) through ten (10) shall be paid for by the Association.

No more than two (2) unit members at any one time may utilize such release time unless approved by the Board or its designated representative.

**ARTICLE VI
ASSOCIATION SECURITY**

- A. The Board agrees not to negotiate with any labor organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is consistent with the terms of this Agreement and provided that the Association has been given an opportunity to be present at such adjustment.
- B. The Board agrees that it shall be a condition of employment that full-time and regularly scheduled part-time employees shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each employee covered by this Agreement shall, within thirty-one (31) working days from his/her employment date or the signing of this Agreement, whichever is applicable, join the Association and pay dues or pay a service fee to the Association.
- C. Deductions: Pursuant to Chicago Teachers' Union v Hudson, 106 S. CT. 1006 (1986), the union has established a "policy regarding objections to political-ideological expenditures."

That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in such policy shall be exclusive, and unless and until such procedures, including any contractual, administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in the agreement, or any other administrative or judicial procedure.

- D. The Association, in all cases of involuntary wage deduction for violation of this Article, shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for involuntary wage deduction may be filed with the employer in the event compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request, and shall receive, a hearing before the employer limited to the question of whether he/she has failed to pay the service fee.

With respect to all sums deducted by the employer pursuant to authorization of the employee, whether for the professional dues or representation benefit fee, the employer agrees promptly to disburse said sums upon direction of the Association.

Payroll Deduction.. Upon written authorization by a bargaining unit member or pursuant to non-payment of dues or service fees (above), the employer will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deductions will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Association or its designee, no later than twenty (20) days following each deduction.

In the event that the bargaining unit member shall not pay such service fee to the Association, or to authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477, MSA 17.277 (7), and at the request of the Association, deduct that same fee from the bargaining unit member's wages and remit same to the Association

- E. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year (December, January, or February). Consequently, the parties agree that the procedures in the Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. Upon appropriate written authorization from the bargaining unit member, the Board shall deduct from the salary of any such bargaining unit member, no later than the next payroll date after all required documents are submitted and verified, and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities, auto insurance, homeowner's insurance, etc.), MESSA programs not fully employer-paid, credit union, savings bonds, charitable donations, MEA-PAC/NEA-PAC contributions or any plans or

programs jointly approved by the Association and Employer, and in accordance with the law to a maximum of five (5) deductions per pay beyond the standard deduction, provided that once such deduction is authorized, it shall be subject to change only at the beginning of each subsequent semester, except those deductions required because of a loan through a credit union shall be accommodated. Only one such deduction shall be used by an Employee for a tax sheltered annuity. Payments shall be made no less than monthly.

G. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court and administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with the discharge procedures of this Article subject, however, to the following conditions:

1. The employer gives timely notice to the Association and permits the Association intervention as a party if it so desires.
2. The Association, after consultation with the Board, has the right to decide whether to contest or settle any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or any claim or defense which may be asserted against the Board.
3. The Association has the right to choose the legal counsel to defend any such suit or action and the Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available.
4. The Association shall have the right to comprise or settle any claim made against the Board under this Section.

H. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing the deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures. The Employer shall be entitled to rely upon the forms provided by the Association for this purpose. Pursuant to such authorization, the Employer shall deduct from one salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year, not to exceed ten (10) deductions. Any Employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth (1/10) of the yearly dues for each entire month he/she did not work, except where the failure to perform services during the month was a result of the Employee taking paid leave provided for in this Agreement.

ARTICLE VII LEAVES

A. Sick Leave shall accrue as follows:

1. Employees shall accumulate one (1) day per month of employment not to exceed ten (10) days per year (with an employee being required to be scheduled to work at least ½ the month to earn a sick day). These shall accumulate from year to year up to a maximum of forty (40) days.
2. An Employee may use sick leave 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, however, employees will make every attempt to schedule appointments outside the normal working hours. Sick leave shall also be granted when a member of the immediate family of the employee is seriously ill. Immediate family is defined as spouse, children, parents, step-parents, parents of spouse, grandparents, brother(s) and sister(s) are included for critical illness.
3. Upon severance of employment with the school district, employees with five (5) or more years of service, shall receive payment for each unused sick leave day accumulated, to a maximum of thirty (30) days at the employee's daily rate of pay in effect at severance.
4. Upon request the employee will receive a written statement setting forth his/her accumulated sick leave.

B Personal Leave

1. Employees shall be entitled to a total of three (3) days per school year (prorated for less than a work year). Any of the employee's unused personal business leave days shall be accumulated into the employee's sick leave bank. Business leave usage is subject to application and administrative approval. Application must be made at least forty-eight (48) hours in advance except in emergencies which preclude such advance notice.

C Funeral Leave

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

D Jury Duty

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.

E Unpaid Leave

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

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

1. Upon proper and timely application, an eligible employee will be granted a qualified leave of absence as required under the FMLA to a total of up to twelve (12) weeks per year.
2. A rolling twelve month period will be utilized in all cases by the Board in assessing the amount of time an eligible employee has available for qualified leaves under the FMLA.
3. The Board may require an employee to utilize available paid time (sick leave, vacation, etc) and such time will be utilized in computing available time off under the FMLA.
4. 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.

5. Insurance benefit payments will continue for an employee absent on a qualified leave under this section.
6. Employees returning from such leaves will be returned to the same or an equivalent position.
7. In the event this Article or other portions of this agreement extend greater benefits to a eligible employee in relationship to qualified leave, the provisions of the agreement will prevail.

**ARTICLE VIII
EMPLOYEE PROTECTION**

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

**ARTICLE IX
WORKING CONDITIONS**

- A. Work Year

Job Classification	Work Year
CLASSIFICATION 1 Paraprofessionals	Paraprofessionals will normally work six to seven (6-7) hours per day for 182 days per year.
CLASSIFICATION 2 Special Needs Assistants	Special Needs Assistants will normally work up to six to seven (6-7) hours per day for 182 days per year.
CLASSIFICATION 3 Special Education Classroom Assistants	Special Education Classroom Assistants will normally work up to six to seven (6-7) hours per day for 182 days per year.
CLASSIFICATION 4 Classroom and Office Assistants	Classroom Assistants will normally work up to six to seven (6-7) hours per day for 182 days per year. Office Assistants will normally cover for the regular secretary during lunch/break periods.
CLASSIFICATION 5 Hall Monitors	Monitors will normally work up to eight (8) hours per day for 182-190 school days per year.

2. Overtime will be paid at time and a half (1½) after forty (40) hours work.
3. Hours and weeks worked will be established by the Board of Education annually and are subject to change at the discretion of the Board.
4. Employees shall receive written notice ten (10) days in advance when there is to be a change in the normal scheduled hours noted herein above. Classroom Assistants whose hours change monthly based on enrollment in each classroom shall receive at least five (5) days notice when receiving fewer hours.

B. Breaks

1. Each employee covered by this Agreement shall be entitled to paid breaks according to the following criteria:
 - a. Employees who work six (6) or more consecutive hours per day shall be entitled to one (1) 15 minute AM break during the morning portion of the daily work schedule and one (1) 15 minute PM break during the afternoon portion of the daily work schedule.
 - b. Employees who work three (3) or more hours but less than six (6) consecutive hours shall receive one (1) 15 minute break during the course of their daily work schedule.
 - c. Employees who work less than three (3) consecutive hours per day, shall receive no break.
 - d. The breaks shall be scheduled for a designated time by the employee's supervisor and the employee may reasonably expect to take the break at the designated time, unless the demands of the moment require that the break be delayed.
2. Employees who work six (6) or more consecutive hours on a daily work schedule shall receive a thirty (30) minute unpaid lunch break which shall be free from duty. The lunch break shall be scheduled for a designated time by the employee's supervisor and the employee may reasonably expect to take the break at the designated time, unless the demands of the moment require that the break be delayed. Employees who work less than six (6) hours per day shall receive no lunch break.
3. With approval of the immediate supervisor the employee who is entitled to a thirty (30) minute lunch break, may combine the AM and/or PM breaks with the lunch break for an extended lunch period not to exceed one (1) hour.

C. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.

D. The normal work week for all employees is Monday through Friday unless the work week must be extended to make up for strike days.

E. The Board shall provide rest rooms for employee use.

- F. The Board shall support employees with respect to the maintenance of control and discipline of students in the employees assigned work area. The Board or its designated representative shall take reasonable steps to assist the employee with respect to students who are disruptive or repeatedly violate rules and regulations.
- G. Employees required and authorized by their supervisor to provide their own transportation to travel from building to building on school business shall be reimbursed at the uniform rate, established by the Board, for mileage for all employees.
- H. Should the Board establish a 52 week position in any position in Classifications 1-5, employees in said position will be entitled to vacation according to the following schedule:
- | | |
|------------------------------|---------------------------|
| 0 - 4 years of service..... | 10 vacation days per year |
| 5 - 9 years of service..... | 15 vacation days per year |
| 10 years of service..... | 16 vacation days per year |
| 11 years of service..... | 17 vacation days per year |
| 12 years of service..... | 18 vacation days per year |
| 13 years of service..... | 19 vacation days per year |
| 14 -19 years of service..... | 20 vacation days per year |
| 20 years of service..... | 21 vacation days per year |
1. For accrual purposes, years of service shall be defined as the number of years of service with the Pinckney Community Schools completed by July 1st of each year.
 2. Vacation shall be prorated for employees hired into this position after the July 1st date.
 3. Vacation requests are to be submitted in writing to the supervisor and are subject to his/her approval. Vacation days may not be carried over from one fiscal year to another.

ARTICLE X GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement. The following matters shall not be the basis of any grievances filed under the procedure outlined in this Article and are hereby expressly excluded from the grievance and arbitration procedures of this Agreement:
1. The discipline or termination of services of any probationary employee.
 2. Any claim, complaint or matter for which the employee can seek redress via another forum established by law or by regulation having the force of law.
- B. General Conditions
- Written grievances as required herein shall:
1. Be signed by the grievant or the grievants;
 2. Be specific and relate to contractual provisions alleged to have been violated;

3. Contain a synopsis of the facts giving rise to the alleged violation;
4. Cite the section or subsections of this contract alleged to have been violated;
5. Contain the date of the alleged violation;
6. Specify the relief requested.

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

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

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

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

C. Hearing Levels

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

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

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

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

Upon proper application as specified in Level Three, the Board or its designee shall allow the Association to represent the grievant in a hearing at a meeting for which the grievant is

scheduled. Within twenty five (25) days from the hearing of the grievance, the Board shall render its decision in writing with copies to the Association and the grievant(s). The Board may hold future hearings therein or otherwise investigate the grievance provided, however, that in no event, except with the express written consent of the Association, shall final determination of the grievance be made by the Board more than twenty five (25) days after the initial hearing. Level Five: Individual employees shall not have the right to process a grievance at Level Five.

1. If the Association is not satisfied with the disposition of the grievance at Level Four, it shall, within fifteen (15) days after the decision of the Board, refer the matter for arbitration to the American Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance. For communications purposes only, a copy of the Association's Demand for Arbitration shall be simultaneously served upon the Board within the above fifteen (15) day period. The arbitrator shall be selected in accordance with the rules of the American Arbitration Association, which rules shall also govern the arbitration proceeding.
2. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to establish salary scales or to change any salary scale.
 - c. He/she shall not hear a grievance barred through this Agreement from the scope of the grievance procedure.
 - d. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
 - e. More than one grievance may not be considered by the arbitrator at the same time except upon express written mutual consent and then only if they are of similar nature.
 - f. The arbitrator shall have no power to award punitive damages.
 - g. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
 - h. All evaluations shall be specifically excluded from review by the arbitrator.
 - i. The fees and expenses of the arbitrator shall be apportioned as follows:
 - (1) If the grievance is granted in full as requested by the union, the employer shall pay the fees and expenses of the arbitrator in full.

- (2) If the grievance is denied, the fees and expenses of the arbitrator shall be paid in full by the union.
- (3) If the grievance is granted in part and denied in part, the arbitrator shall apportion the fees and expenses on a percentage basis according to the degree to which each party failed to prevail.

ARTICLE XI SENIORITY

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

Employees transferring from one job classification to another job classification shall be subject to a sixty (60) calendar day trial period. Employees transferring within the same job classification to a different level (i.e.-elementary, middle school, high school) shall be subject to a thirty (30) calendar day trial period. During this trial period the employee shall have the opportunity to revert back to his/her former assignment. If the employer deems the employee is not performing sufficiently in the new position, the employer has the right to return the employee to his/her former position. The employer shall be entitled during this interval to fill the transferring employee's former assignment with a temporary employee.

- B. Seniority shall be defined as the length of continuous service within the bargaining unit (both prior to the 2005-06 school year and thereafter) within a classification included in this bargaining unit. An employee shall be granted a full year's seniority (1.000 year) for each work year completed regardless of the difference in employee work weeks per year.

Partial year seniority credit shall be accumulated as a ratio of days paid/worked (excluding holidays) to days scheduled to work per year. Times on leave of absence or layoff shall not constitute a break in continuous service.

- C. A seniority list shall be prepared and maintained by the district. Employees shall be listed in order of seniority. Accompanying the name of each employee shall be a listing of the employee's current job classification and previous classification held within the district for a period of more than one (1) consecutive year. Said seniority list shall be presented to the Association annually at the beginning of the school year for review. Corrections shall be brought to the attention of the administration within thirty (30) days thereafter by the employee and/or the Association. In the absence of a timely objection, the employer's seniority list will be considered conclusive and not subject to the grievance process.

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

- D. Seniority shall be lost by an employee upon termination, resignation, retirement, or the failure to

return from a leave or layoff as elsewhere stipulated in this Agreement.

ARTICLE XII VACANCIES AND PROMOTIONS

- A. A vacancy shall be defined as any position, either newly created or a present position, that is not filled. An interim unfilled position due to the layoff procedure shall not be construed as a vacancy. An interim unfilled position due to an employee transferring to another position within the bargaining unit shall not be construed as a vacancy during the trial period.
- B. Whenever any vacancy for a position covered under this Agreement shall occur from September through June, 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 months of July and August shall be publicized on the district jobline and webpage, as well as posted in Central Office. Upon posting a vacancy, as outlined above, the position shall remain vacant for a minimum of five (5) working days. Any position may be filled on a temporary or emergency basis while posting or notice requirements are being satisfied. Vacancies that occur within the two (2) weeks prior to the opening of school may be posted at the discretion of the district. Any transfer request letters from unit members on file as of June 1 shall receive consideration for relevant vacancies.
- C. When a vacancy occurs, an employee shall be granted an interview if he/she meets the minimum qualifications as posted.
- D. When an employee is asked by a supervisor to substitute in a higher paying classification covered under this Agreement for five (5) consecutive days or more, said employee shall be paid retroactively to the first consecutive day at the higher rate.
- E. Upon request from an employee, the supervisor may approve an employee to substitute in the absence of an employee in a higher pay level position, with no increase in pay rate, when the position will require a substitute for a period of five (5) work days or more. The duration of the substitute work may be limited by the supervisor.

ARTICLE XIII LAYOFF AND RECALL

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

LAYOFF

- A. The Board shall give no less than twenty-one (21) calendar days notice to the employee covered under this Agreement being laid off, except for Classroom Assistants (Classification 4) who shall be given no less than five (5) calendar days notice of layoff. One (1) day notice shall be given in case of employee work stoppage by any employee group of the school district.

- B. In the event of a reduction in work force, the Board shall first lay off newly hired probationary employees within a specific classification. If further reductions are necessary within a specific classification, then the employee with the least cumulative district seniority in the specific classification being affected by reduction in work force shall be laid off next. In the event positions are cut back by a significant number of hours (at least 20%), the employee impacted may utilize their seniority to bump into a position within the same or lower pay classification held by the least senior employee, provided the senior employee is qualified to perform the job responsibilities of the position.
- C. A non-probationary employee who is laid off pursuant to paragraph B of this Article has the right to be administratively placed in a position for which he/she is "qualified" under the procedures specified below.
1. The laid off non-probationary bargaining unit member, if he/she possesses sufficient seniority, shall first be assigned to displace the least senior employee within the same job classification.
 2. If displacement cannot occur within the employee's existing job classification, the bargaining unit member, if he/she possesses sufficient seniority within another job classification, shall be assigned to displace the least senior employee in another job classification of equal or lower pay covered by this Agreement provided that the bargaining unit member meets the posted job qualifications of the position for which he/she seeks assignment. A full-time employee will be considered for a full time placement if possible. A part-time employee will be considered for a position commensurate with his/her current hours of employment. If the employer determines that the job specifications would be met through assignment of the displaced bargaining unit member to another job classification, that employee will be subject to a thirty (30) work day trial period in his/her new assignment. At any time during or at the conclusion of this period, the district shall have the right to remove the employee from the new assignment if the district determines that the employee's performance in that assignment is not satisfactory. In such event, the employee shall be returned to layoff status with recall rights to any subsequently vacant positions occurring in the job classification from which he/she was originally laid off.
 3. The parties recognize that the purpose of the above trial period is to enable a displaced senior employee to exercise his/her seniority rights in another classification, provided that he/she meets the posted job requirements for the assignment in the other classification. The parties also recognize the need in this context for continued job efficiency, quality and productivity. Accordingly, during the trial period the employer will render reasonable assistance to the employee in familiarizing him/her with the requirements and specific responsibilities of the position. Similarly, during the trial period the employee is responsible for assimilating this information and for attaining a satisfactory level of performance.
 4. A bargaining unit member shall be regarded as "qualified" to occupy an assignment within his/her current classification provided that the current position has been held for more than one (1) school year. A bargaining unit member shall be regarded as "qualified" for administrative placement outside their current classification (in accordance with the above

procedures) if he/she meets the posted job requirements/specifications and satisfactorily completes the required trial period.

RECALL

- D. Employees shall be recalled on the basis of seniority (i.e. those with the most seniority shall be recalled first) to a vacant position for which they are qualified (as outlined in Section C above) for up to two (2) years from the effective date of the original layoff. Newly hired probationary employees have no right to be recalled by the district. No new employees shall be hired by the Board while there are employees of the district who are laid off unless there are no laid off employees qualified (as outlined in Section C above) to fill the vacancy which has arisen. Laid off employees shall be recalled if they can reasonably be oriented or trained for another position and shall be subject to the thirty (30) work day trial period.
- E. The Board shall file written notice of recall from layoff by sending a registered or certified letter to said employee at his/her last known address. It shall be the responsibility of the employee to notify the Board of any change in address. The employee's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee. If the employee fails to report to work within ten (10) calendar days of the date of the sending of the recall, unless an extension is granted in writing by the Board, said employee shall be considered as a voluntary quit regardless of the classification recalled to, and shall thereby terminate his/her individual employment contract and any other employment relationship with the Board.

GENERAL

- F. It is further agreed that any layoff pursuant to this Article shall suspend for the duration of the layoff the Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement. The Board agrees that all insurance benefits will continue in effect until such time as an Employee on notice of layoff actually misses the first day of work (see Article XVII, Section D). Thereafter, upon carrier approval, a laid off employee may continue insurance coverage at no expense to the employer.
- G. For purposes of this Article, Classification shall be as identified in Article XVI, Section A.
- H. If reduction in staff and/or hours results in a situation not anticipated by the parties in reaching agreement on this layoff and recall language, including but not limited to implementation of Section B of Layoff and Section D of Recall, the parties will meet to attempt to work out an understanding and/or agreement to cover the situation.
- I. If a member disagrees with the implementation of his/her assignment under Section B of Layoff or with the implementation of training under Section D of Recall, the member may ask for a review or reconsideration by the parties pursuant to Section H above. However, the issue of assignment under Section B and training under Section D shall not be arbitrable.

**ARTICLE XIV
SCHOOL CLOSING**

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

In the event of a student make-up day occurring on Good Friday morning, an equal amount of compensatory time would be provided each secretary/clerk if he/she is required to work.

**ARTICLE XV
HOLIDAYS**

- A. Employees shall not be scheduled to work nor be paid during the traditional Christmas and Spring breaks, as defined in the school calendar except that:

Employees will receive the current daily rate of pay for the following holidays, based on their regularly scheduled day, even though no work is performed:

New Year's Eve Day	Thanksgiving Day
New Year's Day	Friday following Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
	Day After Christmas

Fourth of July and Labor Day for those employees whose work year is inclusive of this holiday.

Holiday pay for eligible part-time employees will be based on the proportionate number of weekly hours the employee is scheduled to work out of a 35 hour standard workweek.

**ARTICLE XVI
COMPENSATION**

WAGES:

- A. Pay rates for the 2005/06 school year will be increased by 1.2%. Pay rates for the 2006/2007 school year will be increased by 2.8%.

JOB CLASSIFICATIONS	STEPS	2005/06 HOURLY PAY RATE 1.2%	2006/07 HOURLY PAY RATE 2.8%
CLASSIFICATION 1 Paraprofessionals	1-3 years	11.78	12.11
	4-6 years	12.14	12.48
	7-9 years	12.42	12.77
	10-12 years	12.93	13.29
	13-15 years	13.19	13.56
CLASSIFICATION 2 Special Needs Assistants	1-3 years	10.87	11.17
	4-6 years	11.17	11.48
	7-9 years	11.53	11.85
	10-12 years	12.19	12.53
	13-15 years	12.43	12.78
CLASSIFICATION 3 Special Education Classroom Assistants	1-3 years	10.19	10.48
	4-6 years	10.43	10.72
	7-9 years	10.87	11.17
	10-12 years	11.35	11.67
	13-15 years	11.58	11.90
CLASSIFICATION 4 Classroom and Office Assistants	1-3 years	9.27	9.53
	4-6 years	9.45	9.71
	7-9 years	10.02	10.30
	10-12 years	10.68	10.98
	13-15 years	10.89	11.19
CLASSIFICATION 5 Hall Monitors	1-3 years	9.90	10.18
	4-6 years	10.34	10.63
	7-9 years	10.99	11.30
	10-12 years	11.36	11.68
	13-15 years	11.59	11.91

NOTE: Example of Salary Progression:

Secretary hired October 1, 1990 would remain on first step of classification through October 1, 1993. On October 2, 1993 he/she would progress to second step in his/her classification.

B. Retirement

The Employer agrees to pay the legally specified contribution to the Michigan Public School Retirement Fund on the gross wages for each employee included in this listing.

C. Longevity

After ten (10) years of service, an employee is entitled to longevity increment of \$1,500 in additional salary to be paid on each anniversary date of that employee. This longevity amount increases to \$2,500 after fifteen (15) years of service, \$2,800 after twenty (20) years of service and \$3,500 after twenty-five (25) years of service.

- D. Bargaining unit members shall have the option of receiving compensation in their regular bi-weekly pay period or spread over twenty-six (26) pays. Should a bargaining unit member desire to exercise the option for twenty-six (26) pays, he/she shall file a written statement to that effect with the Assistant Superintendent for Personnel not later than August 1.

ARTICLE XVII INSURANCE

- A. For employees who are regularly scheduled to work at least thirty (30) hours per week, the Employer shall make payment of the total cost of premiums for long-term disability (LTD) insurance as follows:
 - 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).
- B. The foregoing insurance program shall be provided to the employee during a paid sick leave of absence plus an additional period of time not to exceed one (1) calendar year total time.
- C. Board subsidies for insurance or fringe benefit coverage terminate at the end of the month of the effective date of the bargaining unit member's separation from the District.
- D. It shall be the responsibility of the bargaining unit member to make proper written application and to sign the appropriate enrollment and claims forms in order to access the insurance programs specified in this Agreement.
- E. All disputes regarding coverage and claims processing shall be between the bargaining unit member and the insurance policyholder and/or insurance carrier. Such disputes (except the employer's failure to make premium contributions specified in this Article) shall not be subject to the grievance procedure in this Agreement.
- F. 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 his/her 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 payroll deduction authorization for the amount of the premium.
- G. For employees who work at least twenty (20) hours per week, the employer will make payment of the total cost of premiums for a Section 125 Cafeteria Plan which will include medical reimbursement and dependent care options. Employees may choose either of these options by completing the necessary application procedures in accordance with the provisions of the Board adopted Section 125 plan.

**ARTICLE XVIII
MISCELLANEOUS**

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

- F. Should a student require specialized care/medical treatment such as diapering, toileting, feeding, changing of personal hygiene products, tube feeding, catheterization or similar services, the employer shall negotiate terms and conditions of employment with the Association prior to these services being performed.
- G. Bargaining unit members may enroll in classes, workshops or other professional development opportunities offered through the Pinckney Community Schools Community Education Department with the tuition and fees to be paid for by the Board. These professional development opportunities must be related to the unit member's current or prospective job assignment with the Pinckney Community Schools and must have prior approval of the Assistant Superintendent for Personnel who will determine the job appropriateness of the Community Education offering and whether the request fits within the District's budget for support staff professional development.
- H. When an employee is assigned to perform medically related duties as part of his/her regular job duties and he/she has concerns about those duties, the employee may request a meeting of the medically related job duties review committee. The committee shall be composed of two employer representatives and two association representatives. The committee shall meet within 30 days of receipt of the written request for review. The committee shall consider the specific employee concern, including complexity of the duty, time taken to perform the duty, necessary training and any other relevant factor, and by consensus, make recommendations to the Assistant Superintendent for Personnel as the committee deems appropriate.

ARTICLE XIX NO STRIKE CLAUSE

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

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

ARTICLE XX EVALUATION PROCEDURE

- A. 1. Each employee's job performance shall be evaluated at least annually in writing by his/her immediate supervisor. Probationary employees shall be evaluated in writing with a sufficient time period to allow for improvement to be made before the completion of the agreed upon probationary period.

2. Evaluations shall be completed prior to May 30 of each year. If an employee receives an unsatisfactory evaluation, the employer shall outline in detail the improvement plan the employee should follow in order to be successful. This plan shall be reviewed with the administrator at least every sixty (60) days. Training/ class time required by the employer shall be paid by the employer, with time required beyond the regular work day compensated at the employee's regular hourly wage.
 3. Employees to be evaluated will be notified of the evaluation process and receive a copy of the evaluation instrument. Evaluations shall be based on observations, work performance at the work site and input from appropriate personnel with whom they work.
 4. Only documented reports concerning written evaluations and/or substantiated reports concerning disciplinary problems shall be used to determine an employee's job status.
 5. When disciplining or questioning an employee regarding delinquency in performance, the employer shall carry out the questioning or discipline privately, and shall inform the employee of their right to union representation.
- B. 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.

**ARTICLE XXI
DURATION**

All Articles of this Agreement shall be effective July 1, 2005 through June 30, 2007. Either party may terminate this Agreement as of June 30, 2007 by giving written notice to the other party on or before March 1, 2007. If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1st on any subsequent contract anniversary date.

In witness whereof, the parties have executed this Agreement by their duly authorized representative the day and year first written above.

BY Anne C. Colone
President of the Board

BY Sharon A. Miller
President of the Association

AND Margaret K. Eble
Secretary of the Board

AND Catherine E. Emark
Treasurer of the Association

AND Brian A. Higgins
Chief Negotiator

AND Mary Jane Proshmet
Secretary of the Association

APPENDIX A

Classification Placement

Placement in the classifications Paraprofessional, Special Needs Assistant, and Special Education Classroom Assistants are at the discretion of the employer. Placement will be based upon the job responsibilities including addressing the physical/medical needs, behavioral issues, and communication issues of the student(s) assigned to assist. Placement will be based on the frequency, severity, and pervasiveness of the students' needs and issues that the position is required to provide support and assistance with. Those employees who believe that they are inappropriately classified may ask for a classification review. A panel of two employer representatives and two employee representatives will meet within thirty (30) days of receipt of the request for classification review to review relevant rationale as to classification placement. If a majority of the panel agrees to change the classification, then the position will be reclassified effective immediately.