# PLAINWELL

# COMMUNITY SCHOOLS

# AND

# PLAINWELL EDUCATIONAL SUPPORT

# PROFESSIONALS ASSOCIATION

**Master Agreement**

**Through June 30, 2025**

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## PREAMBLE

This Agreement entered into this ____ day of _____, 2024, by and between Plainwell Community Schools, hereinafter referred to as the "Employer" or "District," and the Plainwell Educational Support Professionals Association, hereinafter referred to as the "Association," and affiliated with the Michigan Education Association, hereinafter referred to as "MEA," and the National Education Association, hereinafter referred to as "NEA."

## I. RECOGNITION CLAUSE

The District recognizes the Plainwell Educational Support Professionals Association/MEA/NEA as the exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, regarding Employees represented and including all regularly employed full-time and regularly employed part-time Instructional Aides, Hall Monitor Aides, Clerical Aides, Special Education Aides, Library/Media Aides, Physical Education Aides, and Pool Aides (Lifeguards), and excluding all other Employees.

## II. DEFINITIONS

A. Employee – Those included as set forth in the Recognition clause.

B. Temporary Employee – A person who is certified and qualified to serve as a replacement for a specific regularly scheduled Employee on either a day-to-day basis and/or for one marking period or less during a school year, or for which a replacement is being sought.

C. District or Employer – Plainwell Community Schools and shall include the designees upon whom the Superintendent has conferred authority to act in their place.

D. Association – Plainwell Educational Support Professionals Association/MEA/NEA as defined in the Preamble and includes the designees upon whom the Association has conferred authority to act in its place.

E. Superintendent – The Superintendent of Schools and shall include their designees upon whom the Superintendent has conferred authority to act in their place.

F. Immediate Supervisor – The administrator of any work location or functional division or group such as the building principal.

G. Immediate Family – Includes spouse, biological child, stepchild, or legal ward, or a child to whom the eligible Employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent, or legal guardian, of an eligible Employee or individual who stood in loco parentis when the eligible Employee was a minor child; grandparent; grandchild; a biological, foster, or adoptive sibling. Superintendent can approve additional situations on a case by case basis.

H. Day – A day upon which the District has regularly scheduled business hours.

I. Workday – A day upon which the Employee is regularly scheduled to work.

## III. MUTUAL RESPONSIBILITIES

A. The general purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment for the bargaining unit.

B. The parties agree that this Agreement and collective bargaining is subject to the Public Employment Relations Act (PERA) and subsequent amendments to PERA, to the extent permitted by law.

C. To the extent they do not conflict with this Agreement, Employees must comply with district rules and board policy. If a conflict exists between district rules, regulations, and practice, board policy, and/or this Agreement, this Agreement shall control.

D. This Agreement does not limit the District or administration from establishing and implementing reasonable rules and regulations that do not conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety, and efficient operation.

E. The Association agrees that it will, in good faith, cooperate with the District to ensure that reasonable work standards, schedules, rules, and regulations developed by the District are complied with and that it will not directly or indirectly encourage, permit, or cause any concerted work stoppage, slowdown, strike, or other interference with the day-to-day operations of the Employer.

F. The Association will provide the Superintendent with the name of any Association representative and officers by September 1 of each year or within five days of a change in such representatives or officers if after September 1.

G. The Employer shall post this Agreement on the website as is required under Michigan law.

## IV. JOINT ASSOCIATION-ADMINISTRATION MEETINGS (JAAM)

A. The District and the Association shall set forth a calendar of monthly meetings prior to the beginning of the school year for collaborative discussion of mutual concerns.

B. If it is agreed that such a meeting is not necessary in a particular month, the meeting may be canceled.

C. The meetings may be virtual or in person.

## V. EMPLOYER RIGHTS

A. The Board on its own behalf and on behalf of the public, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the school system and its properties and facilities.
2. To hire all Employees and subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion and to promote and transfer all such Employees.
3. To establish grades and courses of instruction, including special programs, and to provide athletic,

recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of Employees. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

6. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of educational policy, the operation of the schools, and the direction of Employees are vested exclusively in the Board or in the Superintendent when so delegated by the Board.

## VI. ASSOCIATION RIGHTS

A. Right to Organize. Pursuant to Act 379 of the Public Acts of 1965, commonly referred to as PERA, the District hereby agrees that every Employee shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or refrain from such activity. The District will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or collective professional negotiations with the District or their institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Association General Membership Meetings. No more than three (3) meetings, one per trimester, of the Association will be held annually during contract times, no more than one and half (1.5) hours per meeting, on days to be determined by mutual Agreement. Every effort will be made to schedule at times least disruptive to regular school operations. These general membership meetings are exclusive of the ability of Association Representatives to take Association time as defined in this Agreement.

C. Weingarten Rights.

1. Whenever an administrator conducts a conference with an Employee to discuss a matter which may result in the discipline or adverse evaluation of the Employee, the Employee shall be informed of the opportunity to have present at such conference the Association representative of the Employee's choice.

2. The District shall work with the Association and/or the chosen representative to schedule a time for this meeting that works for all parties.

3. An Employee who is subject to an investigatory interview that may result in discipline or reasonably believes that an investigatory interview may result in discipline may bring a union representative to a meeting with the District.

D. Building Access.

1. Duly authorized representatives of the Association shall be permitted to transact official business on school property related to wages, hours, and working conditions at mutually agreed upon times or at other reasonable times, provided that this shall not interfere with or interrupt normal school operations.

2. The Association agrees to follow all District policies and procedures in scheduling and using school facilities.

3. The Association shall have the right to use District e-mail, mailboxes, and intra-school mail, per all applicable Michigan Law.

4. The Association agrees to pay for any consumable materials used purchased by the District at District cost, upon request.

5. The Association shall have the right to post notices of activities and matters of the Association, as allowed by law, on District bulletin boards, at least one of which shall be provided in each building for use by the Association.

E. Personnel Record Review and Use.

1. After making an appointment for that purpose with the Department of Human Resources or the immediate supervisor, Employees shall have the right, in the presence of a member of the Department of Human Resources or the immediate supervisor, to review all contents of their own personnel files except for college placement papers and employment recommendations.

2. A representative of the Association may, at the Employee's request, accompany the Employee during this review.

3. All records pertaining to an Employee shall be kept in the Employee's file in the Department of Human Resources, or in the office of the immediate supervisor. Employees shall have the right to review their personnel file as outlined in the Bullard-Plawecki Employee Right to Know Act of 1978.

4. No material including or related to student, parental, or school personnel complaints originating after initial employment will be placed in an Employee's file unless they were brought to the Employee's attention within 10 days of that action, and Employee has had an opportunity to review it.

5. Any material not in an Employee's personnel file shall not be used in any way against the Employee.

F. Association Release Time.

1. Association Representatives may request in writing release time in one (1) hour increments for Association business within the host District, which includes but is not limited to Association workshops, meetings, conferences, and contract review or contract administration business.

2. The Employer will fund 75 hours of such attendance, and the Association may authorize an additional 50 hours of which the cost of Employee release will be paid by the Association.

3. No more than four (4) Employees can be on Association release time simultaneously unless written approval is obtained from Employer.

G. Supervision. Although it is recognized that certain job classifications of employment may entail certain supervisory responsibilities, no Employees shall assess the performance or contribute to the assessment of the performance of another Employee, except as required by law.

## VII. PROBATIONARY EMPLOYEES

A. All new Employees will be on probation for three (3) calendar months. A workday is defined as a day where the Employee is present at work to perform assigned duties and responsibilities. A leave of absence or sick day would not count as a workday.

B. The probationary period of an Employee may be extended for a period not to exceed an additional 30 days provided the Employer has cause through the evaluation process. Employee will be notified in writing if the probationary period has been extended, along with any associated concerns in performance that have led to the extension.

C. The Employer shall have the right to discipline or discharge a probationary Employee at will during the probationary period. Probationary Employee discipline or discharge is not subject to the grievance procedure.

D. An evaluation shall be completed once during the probationary period.

E. To the extent permitted by law, all Employee sick/personal/leave and benefits contained herein shall become available to the Employee upon successful completion of the probationary period and prorated based on workdays worked.

F. Paid holidays upon hire.

G. Probationary Employees shall not be used as temporary Employees.

H. A probationary Employee shall have no seniority rights, but upon completion of the probationary period, service will date back to the last date of employment.

## VIII. ADMINISTRATION OF MEDICATION AND MEDICAL PROCEDURES

A. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures that are communicated to the Association and individual Employees. The District shall provide in-service training for Employees, upon hire, who will be administering medications and/or performing medical procedures. The training shall be provided by the District, at District expense, and all training time shall be considered as work time.

B. The Employer shall follow all applicable laws and regulations as it relates to administering medications and performing medical procedures.

C. Prior to any Employee administering medication to students, written authorization as required by Employer policy and Michigan law shall be received by the District and kept on file.

D. The parties agree that Michigan law currently provides that a school Employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's

parent or guardian, and in compliance with the instructions of the physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct (MCL 380.1178). This also applies to any medical procedures performed by school Employees.

E. An Employee who works in any high needs classroom or is assigned one-on-one to a high needs student or will be asked to assist in these areas shall have training in CPI, CPR, and personal care including administration of medication and other medical procedure trainings. This will be done at the District's expense and all time in training shall be paid. This must be done prior to assigning any duties to these Employees in these areas. The District will schedule the first available training.

F. For situations in which opposite sex students need personal care with the possibility of disrobing, a second adult shall be present.

## IX. EMPLOYEE PROTECTIONS

A. The Employer shall pay the premium amount for errors and omissions insurance coverage, selected by the Employer, for members of the bargaining unit while engaged in the performance of their duties and while acting within the scope of their authority. The terms of the insurance policy shall be controlling regarding claims covered and excluded, defense, indemnity, policy limits and similar matters. The Employer and the affected Employee(s) shall cooperate in the processing of any claims to the Employer's insurer(s).

1. Liability and Personal Property Coverage.

   a. In the event an Employee is sued by a student or parent for any incident occurring within the scope of the Employee's express or implied employment responsibilities/duties, the Board will provide legal representation through the maximum extent of its various insurance liability coverage policies at no cost to the Employee, inclusive of legal fees and judgments and/or awards.

   b. In the event an Employee's personal property is deliberately destroyed or damaged by a student needing replacement after investigation as being no fault of the Employee, the District agrees to reimburse the Employee for the reasonable replacement cost of such item.

B. Any physical assault on an Employee in the discharge of their work duties shall be promptly reported by the Employee. If an Employee, while acting consistent with Board policies and the law (as reasonably determined by the Board) in the scope of their duties, experiences a work-related injury, the administration will assist the Employee with making a claim to the District's Workers' Compensation provider. Eligibility for Workers' Compensation is determined by the District's carrier consistent with state law.

C. Employees shall have a method of reporting incidents and conditions that endanger their health, safety, or well-being. Board Policy regarding employee rights and the district responsibilities can be found at 4100. All district building behavior management and procedures must incorporate the Plainwell Community Schools Student Code of Conduct. The Student Code of Conduct then becomes the guideline for each building to clearly define their own behavior policy in the respective building handbooks. The behavior policies and the effectiveness of their implementation will be reviewed annually by each building committee consisting of faculty and administration.

D. All Employees who are subjected to physical assault or severe verbal abuse by a student will be relieved of responsibility for that student until compilation of a formal conference that may involve the student, the student's parent(s) or guardian(s), the Employee and building administrator. If a student has been suspended for a violation of the Plainwell Community Schools Student Code of Conduct, the Employee will be informed of the student's violation and the consequence before the student is returned to the classroom, provided such disclosure would not violate the student's legal rights to privacy.

## X. REDUCTION OF STAFF, LAYOFF, AND SENIORITY

A. In the event of an elimination of a bargaining unit position, the Employer and Association agree to the following procedure:

1. Notification.

   a. Layoff is defined as a reduction in the workforce beyond normal attrition due to a shortage of work, changes in programming, declining revenue or enrollment, or other operational reasons to either eliminate positions or reduce a position's workday by 60 minutes or more per day, or eliminate programs, buildings, or departments.

   b. The President of the Association will be notified when the Employer intends to eliminate or reduce bargaining unit positions or the hours of a position therein.

   c. Employees identified for layoff or a reduction in work hours/days will receive written notification at least 10 workdays before the effective date of the layoff or reduction, except in case of an emergency which would prohibit such notice. The District will send notice to the Employee's last known address.

2. Seniority.

   a. Bargaining unit seniority shall be defined as an Employee's length of continuous service within the bargaining unit from date of hire.

   b. In the event that more than one Employee has the same date of hire for bargaining unit seniority, position on the seniority list will be determined by using the lowest of the last four digits of each Employee's social security number, placing the Employee with the lowest number as having highest seniority, and so on.

   c. Layoffs, leaves, and service to the Employer outside the bargaining unit shall constitute a break in continuous service.

3. Layoff Process.

   a. Layoffs/Reductions will occur in the following order:

      i. Probationary Employees within the impacted position, provided Employees exist who are qualified to perform the remaining work.

      ii. Non-probationary Employees will be laid off on the basis of seniority in inverse order.

      iii. The least senior member in the affected position will be laid off.

      iv. An Employee who has been laid off shall have the right to a vacant position within the bargaining unit if the Employee is qualified to hold the position. To be considered for such a position, the laid-off Employee must notify the Employer, in writing, of their desire for the position within seven (7) days of notification of layoff.

4. Recall.

   a. Employees shall be recalled to a bargaining unit position that they previously worked according to bargaining unit seniority, with the most senior Employee who is qualified to fill the position being recalled first.

   b. A recall notice shall state the location, time, and date on which the Employee is to report back to work. If an Employee fails to report for work within three (3) workdays of receipt of the notice, the Employee shall be considered a quit.

   c. It shall be the Employee's responsibility to keep the Business Office notified of their current mailing address.

   d. An Employee shall remain on the layoff list for 12 months. If the Employee is not recalled within 12 months, they have no right to assignment in a vacant bargaining unit position after 12 months.

5. Pay and Benefits.

   a. Any layoff under this Article will suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under this Agreement. Any affected Employee receiving benefits prior to layoff will be notified of options in regard to paying for benefits lost during layoff.

   b. Employees on layoff shall not accrue seniority during the period of layoff but will have their seniority frozen as of the time of layoff.

## XI. VACANCIES

A. Postings and Process.

1. Whenever the District determines that a position is to be filled, including newly created and existing positions, that position shall be designated as a vacancy and shall be filled in the following manner:

   a. Upon determination that a vacancy exists, the District shall post such vacancy within 10 calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the Association President and to all Employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications. Such closing date shall be 14 days after publication of posting. Applications shall be-submitted electronically.

   b. Posting shall include the job title, immediate supervisor, wage/benefits, hours, contract report/end times, and job description stating the required qualifications needed.

   c. Internal candidates shall be provided status updates in a timely fashion. Interviews shall be conducted with all Employees requesting transfer who meet the stated qualifications for a posted position.

   d. Where qualifications are relatively equal, positions will be awarded on the basis of seniority. Every attempt will be made to award a vacancy when an internal qualified candidate exists.

2. After a vacancy is posted, it shall be filled within 10 days provided qualified Employees apply. Such vacancies may be staffed with a substitute or temporary Employee for a period not to exceed 15 school days while the position is being reposted and marketed externally. Extensions to this period can be used as long as the position is being reposted and marketed externally.

3. Interviews. Qualified candidates will be selected for site-based interviews by a team of building personnel. The interview team will pose questions based upon the job description. If possible, internal candidates will be interviewed before external candidates.

4. Once an Employee has accepted a new position, reasonable efforts shall be made to release the Employee from their former position within 15 workdays. Nevertheless, if such release is not made within 15 workdays, the Employee shall be paid at the new rate of pay if it is higher than the Employee's old rate of pay upon the 15th workday following acceptance of the new position.

5. Applicants not selected shall, at their request, be told why they were unsuccessful in the bid for the position. Applicants who further desire a written summary of the reason shall request such summary in writing.

6. If the number of hours required for a specific position increases by one (1) hour or more, it shall be considered a vacancy; Employees with more seniority may bump into the position. In this situation, only internal candidates will be eligible for the position. This excludes one-on-one positions due to the importance of the student/Aide relationships involved.

## XII. TRANSFER

A. Voluntary Transfer.

1. The Association President will be notified when there is a location change with the Employee's current position.

2. All Employees applying for and qualified to fill the posted vacant position shall be granted an interview. Qualifications for each position will be determined by the Employer. Transfer to a new position under this section must be with the mutual Agreement of both the Employer and Employee.

3. The Association President shall be notified of the starting date of any transferred Employee.

4. When an Employee voluntarily transfers to a position of lower classification, appropriate pay adjustment shall be made.

B. Involuntary Transfer.

1. Involuntary transfers will be minimized and avoided whenever possible. If an Employee is involuntarily transferred to a position of lower pay, they will retain their current wage for 60 days after which time their pay will revert to the proper scale for the position.

2. The Association President shall be notified when an Employee is involuntarily transferred to a position.

C. Transfer to Higher-Paying Position. If an Employee is transferred to a position of higher pay for more than 60 days and for 30% or more of their scheduled day, the parties agree to follow the language in section IX Employee Protections.

D. Notification of Change. Whenever a transfer occurs, the District will notify the Association President by email within 10 days of the transfer to begin and will include the date the transfer shall commence.

## XIII. EMERGENCY SCHOOL CLOSING

On days when school is closed due to an emergency or inclement weather, and learning is suspended for that day due to the recommendation of the superintendent of schools the following shall apply:

A. Aides do not have to report to work.

B. In case school is delayed, all aides shall report to work at the appropriate time following the delay.

C. Aides will not lose pay for snow days or delay days, however, any snow days required by the state to be made up, they must report to work.

D. Aides will not receive additional compensation for such makeup days.

E. The District may assign tasks to the Aides on emergency or inclement weather days at their discretion; however, if Aides do perform these tasks on such days, and days are required by the state to be made up, they will be paid for such make up days.

## XIV. LEAVES WITH PAY

A. Sick Leave.

1. Upon successful completion of the probationary period and to the extent permitted by law, Employees will be credited with 10 paid sick days.
2. Sick days allocated to new Employees are prorated based on the Employee's start date. A day of sick leave shall be based on the Employee's regularly scheduled daily hours. For example, an Employee scheduled for 7.5 hours a day shall receive 75 hours of sick leave per year. Accrued paid sick leave may be used in 15 minute increments.
3. If the District suspects the Employee has misused their sick days, the District will require an Employee to submit a doctor's note that corresponds to the sick days used on days four (4) and beyond.
4. Sick leave shall have unlimited accumulation.
5. Absences for any of the following reasons may be deducted from the Employee's sick leave:
   a. For mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of eligible Employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible Employee.
   b. For the eligible Employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of eligible Employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible Employee.
   c. If the eligible Employee or the eligible Employee's family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
   d. For closure of the eligible Employee's primary workplace by order of a public official due to

public health emergency; for an eligible Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency.

B. Personal Leave. Employees will be credited with three (3) days paid personal leave for legitimate business, professional, or family obligations that cannot reasonably be scheduled outside of the regular workday.

1. Any unused Personal Leave days at the end of the school year will be credited to accumulated sick leave.
2. An Employee planning to use Personal Leave shall notify their Principal at least two (2) days in advance except in case of emergency.
3. Personal Leave is to be used only for purposes that require the Employee's absence to attend to matters which cannot be conducted except during school hours.
4. Personal Leave days shall not be used on a workday preceding or immediately following a holiday, scheduled school break, or on the first or last instructional day of the school year without the prior permission of the superintendent.

C. Holidays.

- Labor Day if during the school year
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve Day
- New Year's Day
- Friday before Memorial Day if students are not in session
- Memorial Day

D. If any of the firm holidays fall on a Saturday or Sunday, equivalent time off shall be provided.

E. Bereavement Leave. For immediate family (spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, stepfamily member), three days bereavement leave may be taken with pay. An additional three (3) days of PTO may be used.

F. Jury Duty.

1. In the event an Employee is ordered for jury duty, the Employee shall be granted the necessary leave time and paid the Employee's average daily rate.
2. Employee must submit any jury fee paid to the Employee to the District.
3. If the Employee is released from jury duty, they must notify their immediate supervisor and are expected to return to work during regular work hours.

G. Sick bank payout upon retirement. Upon an Employee's retirement, unused sick days shall be purchased at the rate of $50.00 for all days up to a maximum of 220 days provided that the Employee has at least 30 sick days accumulated at the time of retirement. This Employer payment must be deposited into a qualifying 403b account in the Employee's name. To be eligible for this payment, an Employee must have at least 10 years of service to Plainwell Community Schools and must satisfy the requirements to obtain benefits under the provisions of the Michigan Public School Employee Retirement System (MPSERS). To be eligible, the Employee must submit their intent to retire by March 1. The Employer shall not publicly announce the retirement of said Employee until March 1st.

## XV. LEAVES WITHOUT PAY

A. Disability and/or Extended Illness Leave.

1. Employees eligible for a leave of absence under the Family Medical Leave Act may request leave by notifying the Human Resources Department and providing requested documentation and medical information. If the Employee fails to return on their own volition, the Employee shall reimburse the cost premium paid by the Employer. Family Medical Leave shall be measured on a rolling "backward" year basis.
2. The Employer may grant an unpaid leave of absence to an Employee who has exhausted their sick leave and is unable, due to the Employee's FMLA qualifying illness or disability, to return to work. This leave shall run concurrently with any other paid or unpaid leave available to the Employee. Such leave shall be for a period up to a total of one (1) year and renewable at the discretion of the Employer.
3. An Employee may use accumulated sick or personal leave time in increments that allow them to receive a full paycheck.

B. General Unpaid Leave.

1. The Employer may grant an unpaid leave of absence upon the request of an Employee for other reasons not otherwise herein provided. Employees will not be allowed time off without pay unless approval is granted by the Superintendent or designee due to extremely unusual circumstances.
2. Allowing time off under this provision will not constitute a precedent or past practice. Denial of time off will not be grievable.
3. Conditions for requesting General Unpaid Leave:
   a. For those who receive paid leave time, written application for unpaid leave shall be made to the Superintendent at least 30 days in advance of the anticipated beginning date of the leave, except in case of emergency.
   b. The request shall specify the desired beginning and ending dates of the leave and the purpose for which leave has been requested.
   c. At least 30 days before the ending date of the leave (except in case of emergency), Employee must notify the Employer in writing of the request for an extension, giving the ending date of the extension. The Employer will notify the Employee within 10 days upon receipt of the request for extension or following the next Employer meeting, whichever is later, as to whether or not the extension has been granted.
   d. Seniority will be prorated for all unpaid leave of absences, except those that occur during an Employee's Family Medical Leave Act.
   e. The Employee shall have the responsibility of verifying eligibility for leave and any benefits due. If the Board determines that an Employee knowingly withheld or misrepresented material information concerning the purpose or the Employee's eligibility for leave or for any benefits, the Employee may be disciplined, in addition to any other discipline, by the loss of all or any portion of the Employee's leave benefits due or to be due under this Agreement.
   f. When an Employee is returning from an unpaid leave connected with personal illness or disability, the Employer reserves the right to require a fitness for duty exam to determine ability of the Employee to return to work.
   g. The Employer shall also have the right to have the Employee examined by an Employer-selected physician, psychiatrist, and/or psychologist at the Employer's expense.

## XVI. JOB DESCRIPTIONS AND RESPONSIBILITIES

A. There shall be an up-to-date job description for each position title.

B. Each job description shall specify position title, general and specific duties, and special requirements of the job such as administration of medication, and medical procedures. Job descriptions shall clearly state the general duties and number of hours required of the position.

C. Employees shall perform exclusively the duties of their positions and shall not be assigned duties outside their job descriptions, except as defined herein.

D. If duties are modified, the Employees affected by change shall receive written notification of new responsibilities and an updated job description at least 30 business days in advance. Employee concerns about assigned duties may be referred to the Employer for review.

E. If duties are significantly modified or Employee has any concerns about the changes, the Employee may address the issue with the Employer and the Association. The Employer and Association shall meet with the Employee in an effort to address these issues.

F. Initial classification of a new Employee shall be made by the District.

G. On or before August 1 of each school year, each Employee shall receive from the District the "Assurance of Employment Letter" for the upcoming school year. Such notification shall include assignment, job title, pay and benefit levels, contract report and end times, and name of immediate administrator.

## XVIII. PROFESSIONAL DEVELOPMENT

A. On days designated in the District school calendar as Professional Development (PD) without students, the District will provide relevant PD opportunities for all Employees unless those Employees cannot participate in Professional Development because of assigned duties and responsibilities that day.

B. Such PD is voluntary.

## XIX. SCHOOL IMPROVEMENT COMMITTEES

Employees have the right to participate on school improvement teams. Service on such teams is voluntary unless written as part of the job description. Such representation shall be with fully paid administrative release time for meetings scheduled during regular work hours.

## XX. COMPENSATION

A. Wages of Employees covered by this Agreement are set forth in Schedule A.

B. Timesheets will be submitted electronically by the Employees to their supervisor on a bi-weekly basis throughout the work year. Timesheets must accurately reflect hours worked, including overtime.

C. The District may, at its discretion, place a newly employed Employee on the salary schedule crediting

years of experience working in a school setting or with school-age children, with notice to the association of factors involved.

D. Both the Employer and the Association recognize that due to temporary excessive service demands or unforeseen circumstances, work beyond the normal workday may be necessary. The Employer may direct the Employee to work beyond the normal workday.

E. As Employees covered by the Fair Labor Standards Act (FLSA), Employees physically working in excess of 40 hours in one workweek Saturday at 12:00 am through Friday at 11:59 pm will be paid overtime pay at the rate of one and one-half times their regular hourly rate of pay, as set forth in Schedule A.

F. All overtime or work performed beyond the Employee's scheduled work hours must have the pre-approval of the Employee's immediate supervisor and must be recorded on the Employee's timesheet.

G. The Employer will give the Employee advance notice of the need for work beyond their scheduled work hours.

H. Employee pay step advancements will be negotiated as part of the entire financial package provided by the District.

I. Any Employee engaged during the working day in negotiating on behalf of the Association with any representatives of the District or participating in any grievance negotiations, including arbitration, shall be released from regular duties without loss of pay.

J. Payroll Deduct for Savings. Payroll deductions shall be available to Employees for separate banking or credit unions not inclusive of any annuity of 403(b) programs offered through the District.

K. Any Employee required to use their own vehicle for the Employer shall be reimbursed for mileage at the rate determined by the District. Such use shall be approved in advance by the immediate administrator. No Employee shall transport students.

## XXI. WORKDAY & WORK YEAR

A. Workday.

1. Prior to the start of the year, each Employee will be provided a written work schedule with start and end times by the building administrator.

2. Hours listed below are for all full days during the school year when students are in attendance.

   - Instructional Aides: 6.5 or 7 hours.
   - Special Education Aides: 7 hours.
   - Library/Media Aides: 7 or 7.5 hours.
   - Pool and Physical Education Aides: 6.5 or 7 hours.
   - Hall Monitor Aides: 7.5 hours.
   - Community Education Aides: 6.5 hours.
   - Clerical Aides: 6.5 or 7 hours.

3. Employees will work during the hours that students are in attendance on less than full days.

B. Work Year.

1. Instructional Aides work on all instructional days.
2. Office Aides work on all instructional days plus five (5) additional days, divided between just before

the beginning of the regularly scheduled school year and just after the end of the regularly scheduled school year.

C. Duty-Free Lunch Period and Rest Break.

1. All Employees shall have a paid duty-free lunch period of 30 minutes per day, and a paid 15 minute break in the morning and a paid 15 minute break in the afternoon.
2. Employees may leave the school building during lunch but must let the building secretary know upon leaving.
3. Rest breaks can only be combined with lunch periods upon prior approval of the immediate supervisor.

## XXII. EVALUATION

A. Employees shall have a fair and transparent written performance review.

B. An evaluation shall be completed once during the probationary period, according to statute, based on actual observations made by the immediate supervisor, and notified in writing the results of those observations with an opportunity to improve.

C. The probationary period of an Employee may be extended for a period not to exceed an additional 30 days provided the Employer has cause through the evaluation process and has given at least a 14 day notification of such action to the Association.

D. The annual written evaluation will be placed in the Employee's personnel file.

## XXIII. DISCIPLINE

A. The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. The Employer may discipline or discharge a non-probationary Employee for just cause. The Employee has a right to union representation of their choice at a meeting in which discipline will occur or regarding circumstances which could reasonably lead to discipline.

1. Procedure.
   a. The Employer and Association are committed to the concept of progressive discipline and procedural due process. It is agreed that under normal circumstances, the following progressive procedure for discipline shall be observed.
   b. Discussion of problem and, if deemed appropriate by management, a verbal warning/reprimand, which will be documented in personnel file; followed by
   c. Written warning/reprimand; followed by
   d. Suspension without pay; followed by
   e. Termination.

B. It is agreed that the District may jump steps in progressive discipline if the actions justify a more severe form of discipline based on just cause.

## XXIV. GRIEVANCE PROCEDURE

The Association or an individual Employee may file a grievance with the Employer using this procedure. A grievance is defined as an alleged violation of this Agreement.

A. Level One. Within five (5) workdays of the occurrence giving rise to the grievance or knowledge of the occurrence giving rise to the grievance, an Employee with a complaint or the Association, on behalf of a group of Employees, shall discuss the problem with their immediate supervisor. The aggrieved party may have a representative from the Association present at the meeting. If, after five (5) working days, the complaint is not resolved, the Employee or the Association may file a written grievance with a copy for their supervisor and a copy to the President of the Association. The written grievance must include the following:

   1. It shall be signed by the grievant; and
   2. It shall be specific; and
   3. It shall contain a synopsis of the facts giving rise to the alleged violation; and
   4. It shall cite the section or subsections of this contract alleged to have been violated; and
   5. It shall contain the date of the alleged violation; and
   6. It shall specify the relief requested.
   7. Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth. The immediate supervisor has 10 working days to respond to the grievance.

B. Level Two. If the grievance is not satisfactorily resolved by the immediate supervisor, the grievance will be forwarded to the Human Resources Department. Within 10 business days, the Human Resources administrator shall call a joint meeting with the aggrieved party, an Association representative, and the Supervisor, for the purpose of resolving the grievance. Within 10 business days of the meeting, the Human Resources administrator shall forward their decision in writing to the aggrieved party with a copy to the Association President.

C. Level Three. If the grievance is not satisfactorily resolved by the Human Resources Department, the grievance will be forwarded to the Superintendent. Within 10 business days, the Superintendent shall call a joint meeting with the aggrieved party, an Association representative, and the Supervisor, for the purpose of resolving the grievance. Within 10 business days of the meeting, the Superintendent shall forward their decision in writing to the aggrieved party with a copy to the Association President.

D. Level Four. If the grievance is not satisfactorily resolved by the Superintendent, the Association may choose to advance the matter to arbitration within 10 business days. Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an Arbitrator's decision.

E. Prohibited or illegal bargaining subjects are not subject to the Grievance Procedure.

F. Should the grievant or the Association fail to submit a grievance or advance a grievance to the next level within the time limits specified, the grievance will not be processed and will be considered withdrawn with prejudice. Should the grievant(s) leave the District's employment, all further proceedings on a previously instituted grievance shall be barred.

G. The grievance procedure shall not apply to any event, decision, interpretation, or application of the Agreement for which recourse may be sought through some other Court, Agency, Department, Board, or Commission.

H. Grievance settlement 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 remedy or settlement be earlier than 30 days before the date on which the grievance is filed.

## XXV. MISCELLANEOUS & TERM OF AGREEMENT

A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing by authorized representatives and signed amendments to this Agreement.

B. This Agreement shall supersede any rules, regulations, or practices of the District, which shall be contrary to or inconsistent with terms contained in any individual Employee contracts heretofore in effect.

C. Any individual contract between the District and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. If any provision of this Agreement or any application of the Agreement to any Employee or groups of Employees shall be found contrary to law, then such provision shall be deemed void, but all other provisions or applications shall continue in full force and effect.

E. Nothing in this Agreement prevents or limits the Employer from entering into and/or participating in cooperative educational or operational program with any entity. The Employer shall not contract or subcontract any work that is exclusively performed by the Association.

F. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party.

G. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein.

## XXVI. DURATION & SIGNATURES

Except as otherwise stated, this Agreement shall become effective upon ratification by both parties and shall continue in effect through June 30, 2025. The parties will meet to begin negotiations at mutually agreed times as soon as reasonably feasible for the 2025-2026 fiscal year.

Matthew Montange, Superintendent
Date:

Christine G. Anderson, MEA UniServ Director
Date: 11/25/2024

Kristin Gower, PESPA Negotiator
Date: 12/9/24

Julie Hercik, PESPA Negotiator
Date: 12-9-24

Kendra McMullen, PESPA Negotiator
Date:

Elizabeth Pessell, PESPA Negotiator
Date: 12/3/24

## SCHEDULE A – WAGES

| | Aide | Special Education Aide |
|---|---|---|
| 1 | 14.50 | 15.50 |
| 2 | 14.70 | 15.70 |
| 3 | 14.90 | 15.90 |
| 4 | 15.10 | 16.10 |
| 5 | 15.30 | 16.30 |
| 6 | 15.50 | 16.50 |
| 7 | 15.70 | 16.70 |
| 8 | 15.90 | 16.90 |
| 9 | 16.10 | 17.10 |
| 10 | 16.30 | 17.30 |
| 11 | 16.50 | 17.50 |
| 12 | 16.70 | 17.70 |
| 13 | 16.90 | 17.90 |
| 14 | 17.10 | 18.10 |
| 15 | 17.30 | 18.30 |
| 16 | 17.50 | 18.50 |
| 17 | 17.70 | 18.70 |
| 18 | 17.90 | 18.90 |

**Hourly Add-Ons**
Bachelor's Degree in Education: + $1.00
Pool/Aquatics: + $1.00
Associate's Degree, Work Keys, or 60+ credits: + $0.50
Chromebook: + $0.50
CPI/Medication: + $0.50

**Longevity** - To be paid in December for the following years of service to the District:
1-3 years: $100
4-6 years: $250
7-11 years: $400
12-16 years: $500
17+ years: $650

**Substitutes**

- When an Aide works as a substitute teacher for a full day, they will be paid their regular rate of pay plus $25.00 for that day.
- When an Aide works as a substitute teacher for a half day, they will be paid their regular rate of pay plus $12.50 for that day.
- When an Aide works as a substitute secretary, they will be paid their regular rate of pay plus $0.50 an hour for that day.

## SCHEDULE B – INSURANCE AND VOLUNTARY RETIREMENT ACCOUNTS

The District shall determine who is or will be the policyholder of an Employee group insurance benefit and will provide to all Employees the following:

A. Section 125 Cafeteria Plan. An IRS approved Section 125 Plan is available for Employees to use for Dependent Care and Medical reimbursement. This is not available for any Plan/Pak that is an HAS plan as identified by the IRS. The District shall implement a plan under Section 125 of the Internal Revenue Code covering Employees. The plan shall provide for payment of the Employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax-sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to extent provided by law.

B. An IRS approved Section 125 Plan is available for Employees to use for dependent care and medical reimbursement. This is not available for any plan that is a Health Savings Account as identified by the Internal Revenue Service (IRS). The District shall implement a plan under Section 125 of the IRS covering Employees. The plan shall provide for payment of the Employee's share of health insurance premiums on a pre-tax basis and contain language complying with IRS regulations allowing for the payment of cash in lieu of health insurance, tax-sheltered annuity contributions, and/or to direct their cost toward the purchase of any other available insurance options to the extent provided by law.

C. For Employees who work the full school year (using the November through October ACA measurement period) single subscriber insurance will be provided for a full 12-month period for Employees as defined by the insurance provider.

D. Part-time Employees are eligible for insurance and must execute a payroll deduction for their pro-rata contribution for the cost of the Plan.

E. Employees may increase or choose other plans at the Employee's expense.

F. An Open Enrollment period shall be provided whenever the contribution subsidy changes for the groups. In addition, an Employee may change medical plans if a qualifying event occurs.

G. Voluntary Retirement Accounts. Employees may voluntarily enroll in a 403(b) or 457 retirement account of their choosing through one of the approved vendors. Contributions to such plans are Employee-funded.

## APPENDIX A – PESPA GRIEVANCE FORM

Grievance # Date Filed: Name of Grievant:
Building: Position:

**LEVEL I – Supervisor**

A. Date Cause of Grievance Occurred:

B. Date of Informal Conference:

C. Statement of Grievance:

D. Specific Section(s) of Contract Alleged to Have Been Violated:

E. Relief Sought:

Signature_____ Date_____

F. Disposition of Immediate Administrator:

Signature_____ Date_____

G. Position of Grievant(s)/Association:

Signature_____ Date_____

**LEVEL II – Human Resources**

A. Date Received by Human Resources _____

B. Disposition of Human Resources:

Signature_____ Date_____

C. Position of Grievant(s):

Signature_____ Date_____

D. Position of Association:

Signature_____ Date_____

**LEVEL III – Superintendent**

A. Date Received by Superintendent _____

B. Disposition by the Superintendent:

Signature_____ Date_____

C. Position of Grievant(s)

Signature_____ Date_____

D. Position of Association

Signature_____ Date_____

**LEVEL IV – Arbitration**

A. Date Submitted to Arbitration _____

B. Party Submitting Dispute to Arbitration _____

C. Date of Arbitration _____

D. Disposition and Award of Arbitrator: (please attach)

E. Follow-up Actions:

**LETTER OF AGREEMENT**

**BETWEEN PLAINWELLL COMMUNITY SCHOOLS**

**AND**

**PLAINWELL EDUCATIONAL SUPPORT PROFESSIONALS ASSOCIATION**

Plainwell Educational Support Professional Association/MEA/NEA (hereinafter "PESPA") and Plainwell Community Schools (hereinafter "PCS.") agree to the following:

That the lane for Special Education Aides on the Schedule A of the Collective Bargaining Agreement (CBA) is to be revised, effective upon ratification of said CBA, to add ESL Aides as follows, and rolled into the CBA when next open for negotiations:

**SCHEDULE A – WAGES**

| | Aide | Special Education/**ESL** Aide |
|---|---|---|

**For PCS**

Matthew Montange, Superintendent

Dated:

**For PESPA**

Christine G. Anderson, MEA UniServ Director

Dated: