Master Agreement

Between the

Portland Public Schools' Board of Education

And the

Portland Educational Support Personnel Association

2025-2029

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PREAMBLE.0

This Agreement is entered into by and between the Portland Board of Education, Portland, Michigan hereinafter referred to as the "Board" or "Employer" and the Portland Educational Support Personnel Association/MEA/NEA, hereinafter referred to as the "Union".

The parties recognize that this Agreement was reached under the requirements of Act 336, Public Acts of 1947 as amended and that the parties are bound in the duties and responsibilities of that Act.

The general purpose of this Agreement is to set forth wages, hours and other terms and conditions of employment, and to promote early and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

Employer policies, rules, or individual contracts that are found to be inconsistent with this Master Agreement shall be suspended by this agreement.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement.

ARTICLE 1. RECOGNITION

A. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965 as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

> All full time and regularly scheduled part time Secretaries, Clerical Assistants, District Copy Center Clerk, Title I Paraprofessionals, Intervention Paraprofessionals, Teacher Aides, General Aides, Material Center Aides, Transportation Aides, Paraprofessionals, Media Center Specialists, and any

of the listed employees that are fulfilling the role of a substitute teacher at the Employer's Request.

The terms of this Agreement are not applicable to the persons in the employ of the Board in the positions of:

Executive Secretary to the Superintendent of Schools, Assistant to the Director of Finance, supervisors, Administrative Assistants, Latchkey and Little Raiders employees, substitutes and all other positions.

It is further understood that the provisions of this Agreement do not apply to any student or temporary employees of the Board who may occupy the positions listed above on a temporary or irregular basis, provided that such employees shall not cause loss of the then existing work or jobs.

B. The Employer will not aid, promote or finance a labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for purposes of undermining the Union.

C. For the purposes of this Agreement, the following terms shall be defined as:

"Employer" shall include the Board of Education, or its agents.

"Union" shall include the Portland Educational Support Personnel Association/MEA/NEA or its agents.

"Employee" shall include all unit personnel specifically listed in this article.

ARTICLE 2. MANAGEMENT RIGHTS

A. The Employer, on its own behalf and on behalf of the electors of the Portland School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but not limited to, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.

2. To hire all employees and subject to the provisions of law, determine their qualifications; and the conditions for their continued employment or dismissal or demotion, and to promote and transfer all such employees.

3. To decide upon the means and methods of instruction and the selection of textbooks, teaching aids, other expendable materials and equipment.

4. To determine work schedules, the hours of employment, and the duties, responsibilities and assignments of all employees with respect thereto, and all other terms and conditions of employment.

5. To determine the size and composition of the work force.

B. The exercise of the foregoing powers, rights, authority, duties, responsibilities by the Employer, 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 such extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

C. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities and authority under the laws or regulations pertaining to education.

ARTICLE 3. UNION REPRESENTATION

A. There will be one (1) Building Representative in each building. Subject to the approval of the Superintendent, the Building Representative and/or Union President may be released with pay to process grievances at meetings with Employer agents.

B. The Union shall advise the Board in writing by September 15 of each year of the names of the Union officers and Building Representatives.

C. An employee may request the presence of a Building Representative during any activity that might result in a disciplinary action or discharge.

ARTICLE 4. UNION RIGHTS

A. The Union agrees that it shall conduct all of its activities, unless otherwise specified elsewhere in this Agreement, outside of employees working hours.

Staff members of the Michigan Education Association and National Education Association may transact local Union business on school property provided the visitor registers with the office.

Unless release time is authorized by the Superintendent, the investigation of grievances shall be done outside of work time.

B. The Union and its representatives shall have the right to use the Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program, with the advance approval of the building principal. The Union shall pay any additional custodial costs incurred.

The Employer agrees to provide one (1) bulletin board in each school building for the posting of non-partisan material of interest to bargaining unit members. Posted material shall not be defamatory toward the administrators or the Board. The Union shall identify the material as its own and shall accept all responsibility for material posted on the designated board by the Union.

C. The Union shall have the right to distribute its material to Union members so long as such distribution in no way interferes with the operation of the schools or the work assignments of the members

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

E. The Union President, or designee, shall be permitted to use with the approval of the building principal, Employer equipment; including computers and printers, copying machines, calculating machines and audio-visual items. Such use shall be by trained personnel. The Union shall provide its own materials and supplies or shall reimburse the district for the cost of school district materials and supplies consumed.

ARTICLE 5. EMPLOYEE PROTECTION

A. All employees shall be covered by the Employer's liability policy, subject to the terms and conditions thereof.

B. Any case of employment-related assault upon an employee, during working hours or arising out of any employment situation, shall be immediately reported to the Superintendent in writing. If the employee is not able to report the assault the same day, it will be reported within three (3) calendar days.

When an employee is requested by proper authorities to participate in the investigation or prosecution of any incident, the employee shall not suffer any loss of pay or benefits.

ARTICLE 6. EVALUATION

A. Evaluations of all bargaining unit members shall be conducted yearly. Evaluations are to be complete no later than June 1st of each year.

B. Evaluations shall be conducted by the bargaining unit member's immediate supervisor.

C. Each yearly evaluation will include the following:

1. Employee Self Evaluation
2. Collaborative meetings between supervisor and employee to allow feedback on areas of concern prior to finalization of evaluations.
3. Mid-Term Evaluation - To be completed mid-year and include an overall effectiveness rating
4. Final Evaluation - To be completed at the end of the year and include the final year end effectiveness rating

D. All evaluations shall be placed in writing and given to the bargaining unit member. Completed year-end evaluations will be placed in personnel files.

E. If a supervisor believes a bargaining unit member is less than satisfactory, the following shall be included in the mid-term and/or final evaluation:

1. The reasons shall be set forth in specific terms;

   Identification of the specific ways in which the bargaining unit member is to improve; and,

2. The assistance to be given by the Employer towards that improvement.

F. If the employee disagrees with the evaluation the following steps are provided:

1. Conference with immediate supervisor
2. Written response to be included with year-end evaluation
3. Appeal to Superintendent for review

G. See Appendix B for approved form for evaluation of all bargaining unit members. This evaluation tool may be amended at any time by mutual agreement of the Association and the District.

ARTICLE 7. PERSONNEL FILES

A. A personnel file shall be kept on each employee and shall be maintained in the Board of Education Office. If an employee's personnel file is requested under the Freedom of Information Act, the employee will be notified and if requested, the district will identify the documents to be released before responding to the request.

B. Any written information such as, but not limited to, evaluations, reprimands, warnings, suspensions which may be of such a nature as to be detrimental to the continuing employment of the employee shall be placed in the file. Such documents shall be copies of originals sent or given to the employee. The original of such documents shall carry the notation "cc: personnel file".

C. The employee shall have the right to place written responses to any material in the file.

D. Any employee has the right to review the contents of their own personnel file. The employee may be accompanied by a representative of the Union at such review. Reviews shall be conducted at a time and place designated by the Employer, upon request from the employee. A representative of the employer must be present at such review. The employee may not remove any material from their file.

E. An employee may have a copy of any material in their file upon payment of a nominal fee to cover the cost of materials and time in making such copies.

F. All documents, communications, or records dealing with a grievance shall be filed separately from the personnel files of the participants.

ARTICLE 8. DISCHARGE AND DISCIPLINE

A. The right to discharge or discipline employees shall remain at the sole discretion of the Board; but no discharge or discipline of a non-probationary employee shall be taken without just cause. Interpretation of the term "just cause" shall include, but shall not be limited to the following:

1. Conviction of any criminal act.
2. Incompetence or inefficient work habits.
3. The possession or consumption of intoxicants or controlled substances on school property or reporting to work under the influence of intoxicants or controlled substances.
4. The use of tobacco on school property.
5. Willful damage to public property, waste or misappropriation of public supplies, equipment or money.
6. Intentional falsification of records or reports.
7. Misuse of employee benefits.
8. Use of profanity or obscene language on school property.
9. Verbal abuse, physical violence or threats of physical violence against any administrative or supervisory employee, fellow staff member, parent, student or member of the general public, except in the case of self-defense.
10. Medical conditions or personal hygiene which may have a detrimental effect on the health of students or other staff.
11. Unsatisfactory work performance or work habits.
12. Insubordination.

B. Nothing in this article will be construed to prohibit the use of paid suspensions during the course of an investigation.

Discipline shall include, but is not limited to, oral reprimands, written reprimands, involuntary demotion, suspensions without pay and discharge. Discipline shall be applied in a progressive manner, as applicable. Employees shall not be orally reprimanded in front of other employees, students or the public.

C. The Employer agrees promptly upon the discharge or suspension of an employee to notify the Building Representative in writing. The discharged or suspended employee will be allowed to discuss their discharge or suspension with the Building Representative.

D. In the case of discharge or suspension the employee may, within five (5) working days, file a grievance beginning with the Superintendent's level.

ARTICLE 9. GRIEVANCE PROCEDURE

A. A grievance shall be an alleged violation of the express terms of this Agreement or a dispute over its application. The Union President and/or Vice President may file a grievance on behalf of the Union if the alleged violation affects the bargaining unit.

1. STEP ONE. If an employee feels there is a grievance, it shall first be discussed with the Building Representative. The Building Representative will discuss the grievance with the immediate supervisor. If the matter is not thereby disposed of within ten (10) working days, it will be submitted in written form by the Building Representative to the immediate supervisor within fifteen (15) working days from the date the grievance occurred.

   Written grievances shall be submitted on the Grievance Report Form (as attached - Appendix A) and shall be as complete as possible. The written grievance shall be signed by the grievant or grievants. The immediate supervisor shall answer the grievance in writing within ten (10) working days.

2. STEP TWO. If the grievance has not been settled, it shall be presented in writing and signed by the grievant to the Superintendent within five (5) working days after the supervisor's response is received. A grievance conference shall be held within ten (10) working days if requested by the Union or the Employer. The Superintendent shall respond to the grievance in writing within ten (10) working days from the date received or ten (10) working days from the conference, if held.

B. ARBITRATION

If, at the conclusion of the above meetings, the dispute remains, the Union shall, within thirty (30) calendar days file a demand to arbitrate with the American Arbitration Association. The fees and approved expenses of the arbitrator will be paid equally by the parties, except that each party shall assume its own costs for representation including any expense of witnesses.

Witnesses, under this Employer, requested by the Union, shall be released from work for the arbitration.

POWER OF THE ARBITRATOR

The arbitrator shall be empowered to decide disputes about the interpretation, or application of the clauses of this Agreement, and about alleged violations of the Agreement.

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall the Arbitrators substitute their discretion for that of the Board of Education or the Union where such discretion has been retained by the Board or the Union, nor shall the Arbitrator exercise any responsibility or function of the Board of Education or the Union, nor shall the Arbitrator have the power to establish or change any salary schedules, nor shall the Arbitrator have the power to interpret any state or federal laws. The Arbitrator shall have no authority to rule on the discipline or discharge of probationary employees. The Arbitrator shall be empowered to reverse or sustain an unjust disciplinary action or the discharge of non-probationary employees.

If either party disputes that the matter is not subject to arbitration, under the terms of this Agreement, that dispute shall be submitted to an arbitrator as a separate issue. The arbitrator who rules on the arbitrability of the matter shall be banned from ruling on the merits of the grievance, unless there is mutual agreement of the parties involved.

Any grievances, which are similar in nature, may be heard simultaneously by the arbitrator, upon written consent of the Board and the Union.

The decision of the arbitrator shall be final and binding on the employees, the Union and the Board. Any decision of the arbitrator shall be implemented forthwith; however, the parties retain the right to appeal to a court of competent jurisdiction.

C. The failure of the Union to appeal, at any step of the grievance procedure, within the specified time limits, shall be deemed to be settled on the terms of the district's last answer. If the district fails to respond to any grievance within the specified time limits in step 2, the grievance will be moved to the next level. Failure by the district to respond to any grievance within the specified time limits, the Union reserves the right to move the grievance to arbitration. The Union may file an appeal in writing to the next level where the Employer does not respond in a timely manner.

Any grievance may be withdrawn, without prejudice, at any stage of the grievance procedure, without prejudice, upon mutual consent of the Union and the Board. The financial liability of either party shall be limited to those specified in this Article.

D. The time limits specified herein for movement of grievances through the process shall be strictly adhered to; however, they may be relaxed or extended by mutual written consent of the parties.

E. For purposes of this Article "work days" shall be construed to mean weekdays, excluding Saturday, Sunday and holidays.

ARTICLE 10. SENIORITY

A. New employees hired in the bargaining unit shall be considered as probationary employees for the first sixty (60)calendar days of permanent employment. Days missed shall serve to extend the probationary period.

Probationary employees are not eligible for insurance benefits and paid time off however will still be credited time in accordance with article 18.

When an employee finishes the probationary period, the employee shall be entered on the seniority lists of the appropriate group, and shall rank for seniority from the date of their last date of hire. If two or more employees shall have the same seniority their placement on the seniority list shall be determined by a drawing conducted by the Union and the Employer. There shall be no seniority among probationary employees.

B. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 1 of this Agreement; except discharge, discipline or layoff/recall.

C. Seniority shall be based on continuous years of service in the following groups:

1. Secretarial, Clerical Assistants, District Copy Center Clerk

2. Paraprofessional Class 1: Teacher Aides, General Aides, Material Center Aides and Transportation Aides

3. Paraprofessional Class 2: Health Care Aides

4. Media Center Specialists, Title 1 Paraprofessionals

Seniority will be frozen in the event of a transfer to another group.

D. On or before September 30 of each year, the Employer shall prepare, based on their records, and transmit to the Union their seniority list showing date of hire, group and seniority. If there is any disagreement with the list, the Union or employee may request, within ten calendar(10) days, a meeting with the Superintendent to resolve the matter. If there is no disagreement, the list will be deemed correct and not subject to review through the grievance procedure. When lists are posted in future years, the only time that can be challenged is the time period since the last posting

E. All days paid to an employee, for bargaining unit work shall be considered as days worked for the purpose of computing seniority. Unpaid time off (including Worker's Compensation) and periods of layoff shall be counted for purposes of seniority.

F. A bargaining unit member who is transferred out of the bargaining unit but remains within the district shall not accrue additional seniority and shall retain previously acquired seniority for a period of two years.

ARTICLE 11. HOURS OF WORK

A. The normal workweek shall consist of not more than forty (40) hours, which shall fall between Monday and Friday. The district will notify employees if weekend work is available or authorized. Positions requiring weekend work will be established in job posting at the time of hire.

B. The employee's immediate supervisor shall establish the length of the workweek, length of the workday, length of work year and the starting and ending time. Changes in any of the above items at the request of the employee shall only be allowed with the expressed prior approval of the immediate supervisor. Changes to the above items by the immediate supervisor shall be communicated to the employee as early as possible.

C. The Board shall establish timekeeping systems in each building. Employees shall record the time they began work and finish work, as well as any unpaid leave time.

D. Employees shall be entitled to the following breaks:

1. After two (2) and six (6) consecutive hours of work, a ten (10) minute rest period away from their work station; but

within their assigned building. The times for such rest periods shall be established by their immediate supervisor. Rest periods shall be without loss of pay.

2. After four (4) consecutive hours of work, a thirty (30) minute meal period away from their work station. The times for such meal periods shall be established by the immediate supervisor. Meal periods shall be without pay.

E. All bargaining unit employees may be required to attend staff meetings. The supervisor shall notify the employees at least two (2) days prior to the meeting.

F. Employees may be required to attend in-service/Professional Development training when students are not in attendance. If the employee is required to attend, the employee shall be paid their normal rate for hours in which employee is in attendance. Employees will be paid a minimum of three hours for any training that occur on days that they are not required to report for their regular assignment.

Employees shall be paid their applicable rate of pay.

G. Employees may be required to work district-sponsored events that occur outside of their normal work schedule when student supervision and support are necessary to fulfill IEP requirements or ensure student safety.

The District will provide a list of known events requiring support at the beginning of each semester, when possible. If additional events arise during the year, the District will notify affected employees as early as feasible.

Employees will be assigned to events based on the needs of the student they support. If the assigned employee is unable or unwilling to work the event, the opportunity will be posted for other qualified bargaining unit members to express interest. If no PESPA bargaining unit members are available, PESPA employees will not be assigned to cover these events.

Employees assigned to work such events shall be compensated at their regular hourly rate for actual time worked, with a minimum of three (3) hours of pay per event.

Employees will not be disciplined or negatively evaluated solely for declining a voluntary event assignment, provided that appropriate notice is given.

ARTICLE 12. JOB VACANCIES

A. A vacancy shall be defined as any position within the bargaining unit, which the Employer seeks to fill.

B. Notice of vacancies and newly created positions shall be posted on the Website for a period of seven (7) calendar days. During the period of June 15 - August 15 the posting period shall be fourteen (14) calendar days. Interested employees shall respond to the notice within the posting period.

Each posting shall contain the minimum qualifications of the vacancy or newly created position.

C. Except as set forth herein, the filling of vacancies and newly created bargaining unit positions shall be on the basis of minimum qualifications and seniority.

In the event that the senior applicant is denied the position, notice shall be given in writing to the President. The employee shall be advised, in writing, of the reasons for denial.

The selection of the successful applicant for Secretarial, Clerical, Paraprofessional Class 2, and District Copy Center positions (whether internal or external to the district) is at the discretion of the district and is not subject to the grievance procedure.

D. An employee considering a different position shall be allowed to take one paid day to shadow the current employee in an established position. In the case of a newly created position, the employee may take up to a half day to visit the work location and, if available, meet with the staff they would be working with. An employee who takes a different position, except by involuntary transfer, shall be granted a trial period of the first ten (10) days when work is performed or is scheduled to be performed. During that period the employee shall have the right to revert to their former position. If during that period, the employee is unsatisfactory in that position the employer may transfer him/her to their former position. The employee shall be notified, in writing, of the reasons. A notice of the action shall be sent to the Union President.

E. The Employer retains the right to involuntarily transfer an employee to a vacant position of the same or higher paying classification. Such transfer shall not affect the employee's seniority.

F. The Employer has the right to develop, establish and initiate new positions, including rates of pay. If the Union believes that such positions should be within the bargaining unit they may request a special conference to discuss the matter. If the matter cannot be resolved it may be submitted to the Michigan Employment Relations Commission. If the position is determined to be within this bargaining unit the parties shall negotiate the applicable portion of the contract as they apply to that position, including rate of pay.

ARTICLE 13. OVERTIME

A. Overtime shall be defined as any work hours physically worked over forty (40) hours in a work week, defined as Sunday through Saturday. Paid time off regardless of its origins shall not count in computing overtime.

Any overtime work shall be compensated at a rate equal to one and one-half (1½) times the regular hourly rate and shall be paid for the actual time worked.

B. Overtime will be assigned to the employee in the building who performs work done on a daily basis.

All overtime must be with the prior approval of the immediate supervisor.

ARTICLE 14. LAYOFF AND RECALL

A. A layoff shall be defined as the reduction of the number of employees required to perform the functions of the district or a single reduction in work hours and work weeks for a single fiscal year (July 1 to June 30) of at least 90 hours for a position.

No employee will be assigned under this article to a position for which they are not qualified.

B. Except as set forth herein, an employee whose position is eliminated or reduced as described above or who is displaced will be assigned as follows:

1. To replace the least senior employee in the employee's current group (see Article 10, Section C) whose normal scheduled daily work hours are more than the employee's normal scheduled daily work hours before the reduction. He/She will have the option of being transferred to that position.

2. If there is no such position, or he/she opted out of being transferred to that position, the employee will next be assigned to the position held by the least senior employee in the employee's current group whose position has the same hours as the normal, scheduled, daily work hours of the reduced employee.

3. If there is no such position the employee will next be assigned to the position held by the least senior employee in the employee's current group whose position has the closest to (but not more than) the normal scheduled daily work hours of the reduced employee.

4. If there is no less senior employee within the employee's current group, the employee will be assigned to the position in another group in which the affected employee has seniority rights using the same procedures set forth in sections 1, 2 and 3 above.

5. In all cases, the seniority of the employee whose position was eliminated or reduced as described above must be greater than that of the employee in the position being claimed.

No Secretary, Copy Center Clerk, or Paraprofessional Class 2 can be displaced under the provisions of this agreement by any person who does not have the same job title at the time of the layoff.

C. Employees who are to be laid off will be given at least seven (7) calendar days' notice, in writing, with concurrent notice being sent to the Union President.

D. Employees shall be recalled to vacant or newly created positions within their group for which they meet the minimum qualifications in inverse order of layoff after the position(s) have first been posted internally.

An employee shall be notified of recall in writing, mailed by certified mail with return receipt requested, to their last known address. A con-current notice shall be sent to the Union President. If an employee fails to respond within five (5) calendar days of receipt of notice the Employee shall be considered resigned. Special consideration may be made by the employer on an individual basis.

The recall list shall be maintained by the Employer for a period not to exceed One (1) year from the effective date of layoff. Thereafter, an employee shall lose their right to recall.

E. The Employer shall not hire any new employee until those eligible for recall have been recalled.

ARTICLE 15. COMPUTATION OF BENEFITS

A. All regularly scheduled hours paid to an employee for work under this agreement shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

The calculation of insurance benefits, paid leave and holidays for employees with irregular daily work hours, will be computed based upon the employee's average daily hours for the work week divided by forty (40) hours.

B. Employees may hold more than one position with the Employer provided 1) it does not create an overtime situation, unless previously approved by the employer 2) the schedules do not conflict and 3) that hours worked outside of the bargaining unit cannot be combined for purposes of insurance benefits.

ARTICLE 16. UNPAID LEAVES

A. Once each rolling twelve (12) month period, an employee, who worked for the Employer at least one (1) year and for at least 1,250 hours over the previous twelve (12) months, shall be granted a family and medical leave of up to twelve (12) weeks for the following reasons:

1. Birth and post-natal care of a child.
2. Placement of a child with the employee for adoption or foster care.
3. For a serious health condition that makes the employee unable to perform their job function.
4. A serious health care condition of a spouse, son, daughter, or parent of the employee who suffers from an illness, injury, impairment, or physical condition that involves inpatient care at a hospital, hospice or residential medical care facility; or continuing treatment by a health care provider.

Serious health condition shall be as defined in the Family Medical and Leave Act.

Employees must exhaust all paid leaves available to them before being eligible for an unpaid family or medical leave.

During family and medical leaves, as defined above, the Employer agrees to contribute for eligible employees, an amount equal to the Employer's contribution to the plan which was being used to provide coverage under the group health plan prior to the commencement of the leave. The employee is responsible for employee out of pocket payment on a payment schedule determined by the employer. In the event an employee is able to return but does not return from the leave the employee will be responsible for repayment to the district of any contributions.

Extensions of family and medical leaves may be granted not to exceed one (1) year. However, when leaves are extended beyond twelve (12) weeks the employee will be responsible for the continuation of premiums into the group health plan.

The employee shall request the leave in writing as soon as possible.

B. No unpaid leaves of absence will be approved for other employment. The Superintendent may grant an employee an unpaid leave for any other reason. The employee shall make their request, in writing, at least thirty (30) days prior to the requested start of the leave. The Superintendent shall evaluate the leave request in light of what benefits both the employee and employer will derive from the Leave. The denial of such leaves is not subject to the grievance procedure.

The actual starting and ending dates of the leave shall be by mutual agreement. In no case shall the leave exceed one (1) year.

Employees on approved unpaid leaves must provide at least sixty (60) days' notice of the intent to return from the leave. If a leave is approved for less than a year, the superintendent will notify the employee when the leave is approved regarding the due date for notice of the intent to return.

C. Leaves of absence of thirty (30) days or less will be requested in writing to the Superintendent at least ten (10) working days in advance, if possible, and the Superintendent will notify the employee in writing of approval or denial within five (5) working days of the request. The denial of such leaves is not subject to the grievance procedure.

D. Occasional Unpaid Absences (One Day or Less).

Unpaid time off for single-day absences may only be used when all available paid leave has been exhausted. Employees are expected to maintain regular attendance, and the use of unpaid time off shall be limited to unanticipated or emergency circumstances.

Requests for unpaid absences of one (1) day or less must be made in writing to the employee's immediate supervisor at least five (5) working days in advance, if possible. In the case of a legitimate emergency or unavoidable situation, employees may submit the request with less notice, and such requests will be considered on a case-by-case basis.

The request will be forwarded to the Superintendent or designee for consideration. Approval is at the sole discretion of the Superintendent or designee.

Repeated use of unpaid absences outside of approved leave under this Article may be considered excessive absenteeism and subject to disciplinary action.

E. Employees must exhaust all accumulated paid time off prior to requesting LWOP.

F. Disciplinary Action for Unauthorized Unpaid Leave

Unpaid leave taken without prior approval, or in violation of the procedures outlined in this Article, shall be considered unauthorized and subject to disciplinary action. Discipline for unauthorized unpaid leave shall be consistent with Article 8 of this Agreement.

When imposing any discipline on a current charge, the Employer will not take into account any reprimands that occurred more than four (4) years previously, regarding Unauthorized Unpaid Leave.

ARTICLE 17. HOLIDAYS

A. All employees shall receive pay for a normal workday, even though no work is performed, for the following holidays:

> New Year's Day, Good Friday, Memorial Day, Fourth of July (full year employees only), Labor Day, Thanksgiving Day and the day following, Christmas Day and the day preceding, and the day before New Year's Day.

In the event any of the foregoing days is a day of student instruction, an alternative date will be established by the Board.

B. If any of the listed holidays shall fall on a Saturday, the employee shall be entitled to the preceding Friday as a holiday. If any of the listed holidays fall on a Sunday, the employee shall receive the following Monday as a holiday.

C. Should an employee be requested to work on a listed holiday, the employee shall receive another, mutually agreeable, day as a holiday.

D. Unless an absence is approved by the Superintendent, an employee must work the day before and following paid holidays in order to be eligible for holiday pay.

ARTICLE 18. PAID LEAVE

A. Excused leave as described in this article shall be paid leave. The paid leave provided by the District is intended to satisfy the requirements of the Michigan Paid Medical Leave Act (MCL 408.961 et seq.). Leave provided under this policy may be used for purposes consistent with MCL 408.964 and as outlined in this agreement as short notice and prearranged absences.

B. At the beginning of each work year, or July 1 for full-year employees, each employee shall be credited with one (1) day of excused leave for each month in which work is to be performed plus one (1) additional day per year.

All days shall be computed on the employee's normal workday.

Any employee who shall terminate employment prior to the end of a normal work year shall have excused leave computed on a pro rata basis. The monetary amount of excessive excused leave used shall be deducted from their final paycheck.

C. Leaves of absence will be classified in two ways, as a short notice absence day and prearranged absence day:

Short Notice Absence:

Short notice absence days are intended to be used in cases of emergency, injury, or illness involving a staff member or their immediate family, as defined in Article 18 where 24-hour advance notice of the absence is not possible. The absence should be entered into the sub system as soon as the need for absence is known.

Prearranged Absence:

Prearranged absence days are classified as any absence that is known by the employee at least 24 hours in advance. Supervisors will be notified of all prearranged absence days as soon as the employee knows of the need to be absent. Employees will enter

absence into the substitute system as soon as the need for an absence is known.

Supervisors reserve the right to limit prearranged absences so that the number of support staff members absent, for any reason other than Short Notice Absence, does not exceed 15% of the total number of support staff, as defined by this agreement,within a building. Once granted, these absences shall not be revoked without agreement by the employee.

Any staff member wanting to use a pre-arranged absence day must receive prior superintendent approval for days that include:

- Scheduled professional days
- Association business
- Extending a vacation or holiday
- Requesting consecutive prearranged absence of 3 days or more

Employees who are absent for three (3) or more consecutive days must provide reasonable documentation of the need for annual leave within fifteen (15) days of a request by the employee's supervisor.

Employees may use up to nine (9) paid leave days during periods when the district is not scheduled to be open for five (5) or more consecutive workdays (e.g., Thanksgiving Break, Winter Break, Spring Break). These days may only be used within the district calendar and may not be applied to paid holidays or days outside the board-approved calendar. The total number of annual leave days available for use during these designated break periods will be reduced by the number of annual leave days used at any other time during the year.

D. Except in the case of emergency, the employee shall give the immediate supervisor twenty-four (24) hours written notice of their intent to use Excused Leave and shall state, in general terms, the reason for the use.

Employees who are absent due to the illness or disability of the employee for five (5) or more consecutive work days, will provide a doctor's statement indicating the employee has been approved to return to work and a general statement of the cause of the absence. Once an employee has used six (6) absence days for sick leave in one year, the employee will submit a doctor's excuse or appropriate documentation when they are absent for more than two (2) consecutive days, or more than three (3) days in a seven (7) calendar day period. Days used for inclement weather or prearranged absence days shall not count towards the six (6).

If doctor's excuses are required at other times, the employee will be advised accordingly.

E. Unused excused leave may be accumulated to a maximum equal to one hundred (100) workdays.

F. Any employee who is summoned for jury duty and as a result is unable to work all or part of their normal workday shall suffer no loss of pay. The employee shall advise the employer of any compensation he/she shall receive from the court, excluding reimbursement for travel or other related expense. The employee shall be paid the difference between their regular gross pay and the court compensation. Such leave for jury duty shall not be deducted from excused leave.

G. Any employee who is requested to appear as a witness in a court case involving the school district and at the request of the school attorney or is requested and/or approved to attend an educational conference by their supervisor, shall not suffer a loss of pay and such time shall not be deducted from their accumulated excused leave.

H. Up to five (5) days per occurrence in the event of a death in the immediate family which necessitates the employee's absence from work, without loss of pay and without deduction from excused leave. Immediate family shall be defined as parents, brother, sister, spouse, child.

Up to three (3) days per occurrence in the event of a death in the extended family member which necessitates the employee's absence from work, without loss of pay and without deduction from excused leave. Additional time may be granted by the Superintendent in extenuating circumstances or where extensive travel is required. Such time will be without pay or deducted from excused leave.

Extended family shall be defined as grandchild, grandparents, brother-in-law, sister-in-law, legal guardian, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee or, at the Superintendent's discretion, any other person.

I. At the end of the school year, of the first four (4) days provided in Article 18.B. any employees who are absent four (4) days or less, may, at their option, be paid their current rate per unused day. (i.e. an employee who had no absences would be paid four (4) times their current daily rate).

   a. Sick leave days used to cover inclement weather days <u>will</u> count against these four days.
   b. Such paid days will be deducted from accumulated sick leave.

J. The total number of possible paid sick leave days used by an employee for during calendar breaks of 5 or more days(Article 18: C-5), End of the year payout (Article 18:I), and Inclement Weather (Article 20:B) shall not exceed 16 days.
Breakdown of possible days:

- 9 possible for calendar breaks of 5 or more days according to section 18.C. (charged to sick leave)
- 3 possible inclement weather days, on the fourth or later cancellation days (charged to sick leave)
- 4 possible for end of the year payout according to 18.I. (charged to sick leave)

ARTICLE 19. INSURANCE

A. Employees hired before June 30, 2012 and full year employees are eligible for insurance benefits listed under Article 25 Year Round Employees.

B. For employees hired after June 30, 2012, the Employer agrees to provide health insurance benefits to eligible employees in compliance with the requirements of the Affordable Care Act (ACA). Employees who meet the ACA's criteria for full-time status, as defined by the law, shall be eligible for participation in the Employer's health insurance plan. The Employer will ensure that the health insurance plan offered meets the minimum essential coverage standards set forth by the ACA. Eligibility for health insurance coverage will be determined based on applicable ACA guidelines, including any waiting periods, enrollment processes, and any other requirements necessary to comply with federal law.

C. The District will establish and maintain a qualified Section 125 plan which will include payroll deductions for the following components.

a. A medical/dental/vision reimbursement account.
b. A child care reimbursement account.
c. An employee may elect to contribute, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan

D. All bargaining unit employees shall receive $15,000 Employer paid group term life insurance.

ARTICLE 20. INCLEMENT WEATHER

A. EXCEPT AS SET FORTH HEREIN, when school is not in session FOR THE FULL DAY those days shall be considered as unpaid days.

B. Employees will receive their normal rate of pay for the first three inclement weather days. After the first three (3) full days of school cancellation, the employee may elect to utilize a maximum of three (3) paid leave days per year on the fourth or later cancellation days. Days used in this manner will not apply to the three (3) days in Article 18 4.

   a. These days will reflect the number of hours that the employee is regularly scheduled to work on a given day.
   b. These inclement weather days may be used to cover any full day for which school was scheduled and is then cancelled.

C. Employees will be notified of school closings electronically. For the purpose of facility closings, employees on FMLA leave will not be considered available for work.

D. Employees are not to report unless directed. Nothing herein shall be construed as limiting the rights of the district to require only certain employees to report for duty. If directed to report, the employee will be paid their regular rate of pay for a minimum of three hours or the actual hours worked. If the employee is not directed to report, the employee may elect to utilize a maximum of six (6) excused leave days per year. Days Used in this manner will count against the days allowed under Article 18.I.

E. When time has to be made up due to inclement weather, all bargaining unit members will be required to work.

ARTICLE 21. RETIREMENT

This section only applies to employees hired before June 30, 2017 or employees who have been employed as full year employees for at least the last five full years before retirement.

It is agreed that if an employee meets the definition of "retired" as per Section 15 of Act 136 of the Public Acts of 1945, as amended; and is not disqualified by Section 19 of the same Act, he/she shall receive payment for unused accumulated excused leave upon their retirement at the following rate:

1. After ten (10) years of continuous employment - one-third (1/3) of his/her unused days at their current rate.

2. After twenty (20) years of continuous employment - one-half (1/2) of his/her unused days at their current rate.

When retiring, employees must fulfill the following requirements in order to receive payment:

1. Except as specified in section 3, the employee must be retiring at the end of the employee's last work day in the fiscal year (July 1 to June 30.)

2. The employee must provide written resignation by April 1 of the fiscal year in which the employee is retiring.

   If an employee is retiring during the fiscal year, written resignation must be given by June 1 of the fiscal year prior to retirement.

3. Resignation letters are not revocable unless agreed to by the superintendent.

ARTICLE 22. COMPENSATION

The following footnotes shall apply to the pay schedule attached as Appendix A:

1. Step increases will occur in accordance with the agreed-upon Schedule A language, as outlined in the appendix A.. Subject to the restrictions under the law, step increases will be issued on July 1 each year provided the employee has worked at least fifty (50) percent plus one (1) day of the full year's schedule of hours for the position the prior year.

2. Beginning with the 2019-2020 school year, all employees rated effective or highly effective on the previous year's evaluation, will receive applicable step increases. Those employees with a minimally effective or ineffective evaluation on the previous year's evaluation will not receive applicable step increases until the employee's next evaluation, mid-term or year-end, of effective or higher. Missed steps from less than effective ratings will not be made up or retroactive.

3. In the event that there is a change in superintendent, section b above will become null and void. It will not apply absent a

letter of agreement with the new superintendent or agreement through contract negotiations when this contract expires.

4. During the trial period under Article 11 (D), the employee may receive the Step 1 rate of the job they are performing if it is a new pay classification. After the trial period the employee will be placed as described in 4. Below.

5. STEPS FOR EMPLOYEES TRANSFERRING CLASSIFICATION (Voluntary and Involuntary): Transferred employees will be placed on the step in their new classification that is closest to, but not less than, the rate of pay of their former position. Employees may be granted additional steps as determined by administration. However, the transferred employee shall not be paid a rate higher than the top step of the new position pay classification.

6. The district reserves the right to place new hires and transfers into the bargaining unit at any step on the wage schedule, as determined appropriate by administration. If a step is offered above the below table, the administration will notify the association with reasoning and such determinations are not subject to review through the grievance procedure.

   25-26 School year, higher than step 7
   26-27 School year, higher than step 8
   27-28 School year, higher than step 9
   28-29 School year, higher than step 10

7. Any employee who has earned one (1) of the following degrees shall receive a premium per hour added to his/her hourly rate provided the degree has a direct connection to their position and enhances the skill set of the employee related to his/her assigned position. Degree qualifications are handled individually by the superintendent and determination is final and not subject to grievance. The employee must provide the Board with the transcripts necessary, along with a statement explaining the benefit of the degree in relation to his/her position. The superintendent or his/her designee has the right to deny this premium should the employee fail to provide required documentation, or has reasonable doubt that the degree provides an educational enhancement for the employee's position:

Associates Degree: $.50/hour

Registered Behavior Technician: $.50/hour

Bachelor's Degree: $.75/hour

Board Certified Behavior Analyst: $.75/hour

Masters Degree: $1.00/hour

8. In the event any of the hourly rates are less than the minimum hourly rate required by law, the rate at that step will be increased to the required level. In the event of such a change, the step numbers and the time required to advance steps will remain unchanged.

9. Any employee recognized by this agreement, and registered as a certified substitute teacher, shall be compensated at the rate of $20/hour not to exceed the daily sub rate per day to be prorated hourly when asked to substitute for a teacher.

10. An employee who is temporarily assigned by their supervisor to perform the full duties of another bargaining unit position in a higher wage classification shall be paid at the higher of the two applicable hourly rates for all time spent in the assignment.

ARTICLE 23. SPECIAL CONFERENCES

A. Special conferences for important matters will be arranged between the Union President and the Employer or its designated representative, upon the request of either party. Such meetings shall be between three (3) representatives of the Union and three (3) representatives of employer. Arrangements for such special meetings shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Such request shall also set forth an estimated length of the conference. Matters taken up in the special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time. If the mutually agreed upon time is during an employees work day, then the Union members shall not lose time or pay for time spent in such special conferences.

B. The Union representatives may meet at a place designated by the Employer on the Employer's property for one-half hour immediately preceding the conference with the representatives of the Employer for which written request has been made.

ARTICLE 24. YEAR ROUND EMPLOYEES

The following provisions apply to those deemed as year round employees as defined in article 26 A.

A. Vacation Time

1. Employees entitled to vacation shall receive five (5) days the first and second years; ten (10) days the third and fourth years; fifteen (15) days the fifth and subsequent years; twenty (20) days after the fifteenth and subsequent years. Vacation shall be awarded on July 1st each year. An employee in their first year of employment or an employee transitioning from a non-qualifying classification who does not work a full year in their first year shall have their vacation time prorated. (1 day for 1/5, 2 days for 2/5, etc.)

2. Years of service in positions that are not eligible for paid vacation will not count in computing vacation time. Positions (classification and location) that transition from school year to full year employment shall count years of service in that position when computing vacation time.

3. Vacations shall be taken at a time that is mutually agreeable to the employee and their immediate supervisor.

4. Vacation time may not be accumulated beyond June 30th, nor may the employee receive monetary compensation in lieu of unused vacation time. Unused vacation time would be converted to sick leave.

5. When a holiday falls during an employee's vacation, the employee shall be entitled to an additional day off with pay, for the holiday, continuous with their vacation.

6. In the event an employee becomes ill during their vacation, and a duly licensed physician certifies the inability to continue their vacation as planned, the employee will be eligible for sick leave and to reschedule the unused portion of their vacation.

B. Insurance

1. If the employee elects to receive the medical insurance plan, the employer will pay on a monthly premium of $643.18, for employees working less than 40 hours per week, that amount will be prorated accordingly.

   As of 07/29/2025, the Medical Insurance plans for which contributions are made in accordance with the above provision include:

a. Blue Cross Blue Shield Value Blue
$250/$500 Deductibles

b. Blue Cross Blue Shield Value Blue
$1,650/ $3300 High Deductible

The employer may offer additional plans in collaboration with the Association.

2. Ancillary Insurance Plan - The employer will provide single person dental and vision insurance, life, and long-term disability for all eligible employees electing one of the district sponsored medical insurance plans.

   As of 07/29/2025, the Ancillary Insurance plan for which contributions are made in accordance with the above provision include:

   Delta Dental 80%/80%/80%/80%:$3,000/$2,000:3
   VSP 3 Plus Vision
   $40,000 Life and AD&D
   Long term disability 66 2/3% Maximum $3,000

3. The District will not assume any responsibility for any deductibles costs, co-insurance, co-payments or other costs outside of the monthly contribution limits set forth herein.

4. Any amounts in excess of the district's monthly Base Amounts contribution will be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

5. All eligible employees who do not elect the medical insurance plans are eligible to receive a monthly Section 125 cash benefit of $170. For employees electing the ancillary insurance plans, the premium cost will be deducted for the employee's monthly section 125 cash benefits.

6. The District will establish and maintain a qualified Section 125 plan which will include payroll deductions for the following components.

   a. A medical/dental/vision reimbursement account.
   b. A child care reimbursement account.
   c. An employee may elect to contribute, through payroll deduction, an additional amount to be used for the purchase of taxable and non-taxable benefits provided under the plan.

7. If any employee or spouse covered under the medical insurance program shall attain the age of sixty-five (65), the employee shall make application for Medicare coverage under Parts A and B.

8. The above benefits will be paid in accordance with the following formula for the months in which work is actually performed. If an employee has worked the entire school year the benefit will also be paid for the summer.

   Approved scheduled work hour formula for eligible employees:

   a. If an employee works an approved normal schedule (excludes overtime and extra hours) of 8 hours per day, the employee will receive 100% of the applicable base amount listed in section a above toward his/her monthly insurance or Section 125 cash benefits.

   b. If an employee works an approved normal schedule of less than 8 hours per day, the employee will receive a percentage of the applicable base amount listed above toward his/her monthly insurance or Section 125 cash benefits.

   c. The approved schedule work hour formula is calculated by dividing the employee's normal scheduled hours of work divided by 8 hours per day.

   d. Employees must be regularly scheduled to work at least twenty (20) hours per week in order to qualify for payments under this section.

C. Additional Holiday

Employees in this section will also be entitled to the following additional holiday: Fourth of July

D. Inclement weather

If the employee is instructed by their supervisor to report on any of the first three (3) days when school is not in session due to inclement weather, the employee will be paid their hourly rate for all hours worked. However, to ensure the employee is compensated for the inclement weather day, the employee will be granted an additional vacation day for each of the first three (3) inclement weather days worked.

ARTICLE 25. MISCELLANEOUS

A. EMPLOYMENT STATUS

The Board and Union recognize three general categories of employees covered by this agreement:

1. Full Year Employees: Year round employment is defined as scheduled to work a minimum of 37 hours per week for 52 weeks. The district maintains the right to designate any position as year round employment. Designation will be made at time of hire or before July 1st of each year.
2. School Year Employees: Those employees whose working year basically coincides with the school year when students are in attendance.
3. Probationary Employees: Newly hired employees shall be considered as probationary employees for the first sixty (60) working days of employment.

Summer school and Special Education Extended School Year positions are posted yearly and do not count towards determination of full year employment.

B. RESPONSIBILITY OF DISCIPLINE

Secretaries will not be responsible for the discipline of students; however, they shall report any disciplinary infractions to the building principal. Secretaries and Clerical Assistants may be responsible for the general supervision of students in the office.

C. NON-ENROLLED STUDENTS.

Bargaining unit members shall not be assigned duties involving the care and/or control of youngsters, except those who are enrolled or being enrolled in an educational program of the Employer.

D. PARKING.

The employer shall provide adequate free parking space for bargaining unit members.

E. TRAVEL REIMBURSEMENT.

On-the-job travel reimbursement shall be provided in accordance with Board policy.

F. SUPPLIES.

The employer will provide bargaining unit members with adequate supplies in order to accomplish the tasks assigned.

G. APPAREL.

Apparel or equipment required by the Employer, or deemed necessary for employee safety, shall be furnished by the Employer.

H. MEDICAL EXAMINATIONS.

Any physical examination, lab work, x-rays or testing required by the Employer will be paid for or provided by the Employer. The Employer may require the employee to go to a specific practitioner for the service desired. Other than return from leave of absence, the Employee may go to other than the Employer's recommended practitioner, without reimbursement.

I. SEVERABILITY

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

J. WORK BY SUPERVISORS

Supervisory or administrative employees will not normally be assigned to work, which is customarily performed exclusively by members of the bargaining unit.

K. CONTINUITY OF OPERATIONS

The parties recognize that the Public Employment Relations Act (PERA), establish certain rights responsibilities and remedies with regard to strikes by public school employees and lockouts by Boards of Education. The parties agree to adhere to the provisions of this law.

L. The Employer may, at his/her discretion, allow employees to attend workshops, seminars and professional development activities which will be useful in the employee's work. Registration fees and the cost for materials for said activities will be paid by the Employer.

ARTICLE 26. TERMINATION AND MODIFICATION

This Agreement shall become effective the later of ratification by the parties OR July 1, 2025 and shall continue in full force and effect until June 30, 2029.

A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

C. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.

D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to the Michigan Education Association, 1129 S. Bridge Street, Belding, Michigan 48809; and if to the Employer, addressed to 1100 Ionia Road, Portland, Michigan; or to any such address as the Union or the Board may make available to each other.

F. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

PORTLAND BOARD OF EDUCATION

Angela Shumaker 9/8/25

President Date

PORTLAND SUPERINTENDENT

9/8/25

Superintendent Date

PORTLAND EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Kelly P Hernandez 09-08-25

President Date

MEA/NEA UNISERV DIRECTOR

_____ _____

Name Date

Appendix A - Pay Schedule

2025-2026 Wage Scale							
Step	Secretary	Clerical	Copy Center	Media Center	Intervention Parapro	Parapro 1	Parapro 2
0	$15.58	$14.79	$15.58	$14.89	$14.89	$13.73	$14.46
1	$16.16	$15.34	$16.16	$15.45	$15.45	$14.24	$15.00
2	$16.77	$15.92	$16.77	$16.03	$16.03	$14.78	$15.56
3	$17.40	$16.52	$17.40	$16.63	$16.63	$15.33	$16.15
4	$18.05	$17.14	$18.05	$17.25	$17.25	$15.91	$16.75
5	$18.73	$17.78	$18.73	$17.90	$17.90	$16.50	$17.38
6	$19.43	$18.45	$19.43	$18.57	$18.57	$17.12	$18.03
7	$20.16	$19.14	$20.16	$19.27	$19.27	$17.77	$18.71
8	$20.92	$19.86	$20.92	$19.99	$19.99	$18.43	$19.41
9	$21.70	$20.60	$21.70	$20.74	$20.74	$19.12	$20.14
Increase % Steps 1-9	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%	3.75%
Notes:							
1. New scale created with increases as shown above.							
2. Employee enters scale at the step of the amount that is closest to, but not less than, the amount the employee would receive if they moved one step on the 2024-2025 scale.** (Clarification): All employees advance one step on the 2024-2025 salary scale. Next, they enter the 2025-2026 scale at the step amount that is closest to, but not les than, that 24-25 wage.							
3. After entering the scale, employee advances one step.							
** Employees on Step 6 or greater will only get credit for the amount that is one step higher if they meet the longevity requirements for that step.							

2026-2027 Wage Scale							
Step	Secretary	Clerical	Copy Center	Media Center	Intervention Parapro	Parapro 1	Parapro 2
1	$17.30	$16.16	$17.30	$16.27	$16.27	$15.00	$15.75
2	$17.86	$16.69	$17.86	$16.80	$16.80	$15.49	$16.26
3	$18.44	$17.23	$18.44	$17.35	$17.35	$15.99	$16.79
4	$19.04	$17.79	$19.04	$17.91	$17.91	$16.51	$17.34
5	$19.66	$18.37	$19.66	$18.50	$18.50	$17.05	$17.90
6	$20.30	$18.97	$20.30	$19.10	$19.10	$17.60	$18.48
7	$20.96	$19.59	$20.96	$19.72	$19.72	$18.17	$19.08
8	$21.64	$20.23	$21.64	$20.36	$20.36	$18.76	$19.70
9	$22.34	$20.89	$22.34	$21.02	$21.02	$19.37	$20.34
10	$23.07	$21.57	$23.07	$21.69	$21.69	$20.00	$21.00
Increase % Steps 2-10	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%	3.25%
Notes:							
1. Add Ste[10 and Remove Step 0							
2. Employee enters scale at the same step that they are on in the 2025-2026 scale.							
3. After entering the scale, employee advances one step.							

2027-2028 Wage Scale							
Step	Secretary	Clerical	Copy Center	Media Center	Intervention Parapro	Parapro 1	Parapro 2
1	$17.30	$16.16	$17.30	$16.27	$16.27	$15.00	$15.75
2	$17.86	$16.69	$17.86	$16.80	$16.80	$15.49	$16.26
3	$18.44	$17.23	$18.44	$17.35	$17.35	$15.99	$16.79
4	$19.04	$17.79	$19.04	$17.91	$17.91	$16.51	$17.34
5	$19.66	$18.37	$19.66	$18.50	$18.50	$17.05	$17.90
6	$20.30	$18.97	$20.30	$19.10	$19.10	$17.60	$18.48
7	$20.96	$19.59	$20.96	$19.72	$19.72	$18.17	$19.08
8	$21.64	$20.23	$21.64	$20.36	$20.36	$18.76	$19.70
9	$22.34	$20.89	$22.34	$21.02	$21.02	$19.37	$20.34
10	$23.07	$21.57	$23.07	$21.69	$21.69	$20.00	$21.00
11	$23.65	$22.11	$23.65	$22.23	$22.23	$20.50	$21.53
12	$24.24	$22.66	$24.24	$22.79	$22.79	$21.02	$22.07
Increase % Steps 11 - 12	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Notes:							
1. Add steps 11 and 12							
2. Employee enters scale at the step of the amount that they are on in the 2026-2027 scale.							
3. After entering the scale, employee advances one step.							

2028-2029 Wage Scale							
Step	Secretary	Clerical	Copy Center	Media Center	Intervention Parapro	Parapro 1	Parapro 2
1	$17.30	$16.16	$17.30	$16.27	$16.27	$15.00	$15.75
2	$17.86	$16.69	$17.86	$16.80	$16.80	$15.49	$16.26
3	$18.44	$17.23	$18.44	$17.35	$17.35	$15.99	$16.79
4	$19.04	$17.79	$19.04	$17.91	$17.91	$16.51	$17.34
5	$19.66	$18.37	$19.66	$18.50	$18.50	$17.05	$17.90
6	$20.30	$18.97	$20.30	$19.10	$19.10	$17.60	$18.48
7	$20.96	$19.59	$20.96	$19.72	$19.72	$18.17	$19.08
8	$21.64	$20.23	$21.64	$20.36	$20.36	$18.76	$19.70
9	$22.34	$20.89	$22.34	$21.02	$21.02	$19.37	$20.34
10	$23.07	$21.57	$23.07	$21.69	$21.69	$20.00	$21.00
11	$23.65	$22.11	$23.65	$22.23	$22.23	$20.50	$21.53
12	$24.24	$22.66	$24.24	$22.79	$22.79	$21.02	$22.07
13	$24.84	$23.22	$24.84	$23.36	$23.36	$21.54	$22.62
14	$25.47	$23.81	$25.47	$23.94	$23.94	$22.08	$23.18
15	$26.10	$24.40	$26.10	$24.54	$24.54	$22.63	$23.76
Increase % Steps 13 - 15	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Notes:							
1. Add steps 13, 14, and 15							
2. Employee enters scale at the step of the amount that they are on in the 2027-2028 scale.							
3. After entering the scale, employee advances one step.							

Appendix B-Grievance Form

Portland Educational Support Personnel Association Unit

Step One—Supervisor Level

Grievance Number: _____ Grievant's Building: _____ Grievant's Assignments_____

Date the alleged grievance occurred: _____

Date employee discussed with Building Representative: _____

Date Building Representative discussed with

Supervisor: _____

Article(s) and section(s) of the master agreement alleged to having been violated:

_____

Statement of facts giving rise to the grievance (attach additional sheets if necessary along with supporting documentation related to the grievance):

_____
_____
_____
_____
_____

Relief sought:

_____
_____
_____
_____
_____

Signature of Grievant(s): _ Date Filed

_____ _____

_____ _____

Supervisors Disposition (attach additional sheets if necessary along with any supporting documentation):

_____
_____
_____
_____
_____
_____
_____

_____ _____

Signature Date

Step Two—Superintendent's Level

Date appealed to the Superintendent: _____

Signature of appealing party: _____

Disposition of Superintendent (attach additional sheets if necessary along with any supporting documentation):

_____

_____

_____

_____

_____

Arbitration Level

Only the Union can authorize an appeal to arbitration and within the contractually stated timelines.

Appendix C- Evaluation Tool

Portland Public Schools
Personnel Evaluation Standards
Practices and Responsibilities Checklist

Name: **Date: 6/28/16**
Assignment: **Site:**

1 = Ineffective 2 = Minimally Effective 3 = Effective 4 = Highly Effective

Standard #1: Work Habits Employee practices work habits that directly and/or indirectly support the instructional program and enhance student learning.				
Practices *How effectively does the employee:*	**Level of Performance** 1	2	3	4
1a. organize and use resources to maximize productivity?	☐	☐	☐	☐
1b. demonstrate reliability and dependability?	☐	☐	☐	☐
1c. observes rules and practices to protect the safety of self and others?	☐	☐	☐	☐
1d. establish an orderly work environment that enhances job effectiveness?	☐	☐	☐	☐
1e. adapt to new challenges and changes in the work situation and work environment?	☐	☐	☐	☐
Standard #1 Overall Performance Level (Check only 1 overall rating)	☐	☐	☐	☐

Standard #2: Quality of Work Employee completes work efficiently, accurately, and safely within the time allocated.				
Responsibilities *How effectively does the employee:*	**Level of Performance** 1	2	3	4
2a. demonstrate knowledge and skills to perform job responsibilities?	☐	☐	☐	☐
2b. demonstrate initiative in completing job responsibilities?	☐	☐	☐	☐
2c. demonstrate efficiency and productivity in completing job responsibilities?	☐	☐	☐	☐
2d. demonstrate problem-solving and decision-making skills in completing job responsibilities?	☐	☐	☐	☐
Standard #2 Overall Performance Level (Check only 1 overall rating)	☐	☐	☐	☐

Standard #3: Relationships Employee communicates with, interacts cooperatively with, recognizes the value and diversity of, and demonstrates and inspires respect and courtesy for all others.				
Practices *How effectively does the employee:*	**Level of Performance** 1	2	3	4
3a. foster communication for purposes of collaboration on work assignments?	☐	☐	☐	☐

3b. participate as a cooperative and productive team member?	☐	☐	☐	☐
3c. show courtesy and respect in interactions with people to establish harmonious work relationships?	☐	☐	☐	☐
Standard #3 Overall Performance Level (Check only 1 overall rating)	☐	☐	☐	☐

Standard #4: Professionalism Employees have a responsibility to the profession, District, parents, students, and the public.				
Responsibilities *How effectively does the employee:*	**Level of Performance** 1	2	3	4
4a. adhere to federal and state laws and regulations pertaining to employment and education, Board of Education Policies, and school rules?	☐	☐	☐	☐
4b. exhibit behaviors that indicate commitment to the students, co-workers, parents, District, and community?	☐	☐	☐	☐
Standard #4 Overall Performance Level (Check only 1 overall rating)	☐	☐	☐	☐

Criteria for Individual Standard Rating

When determining the overall performance rating for each standard, the following criteria shall be applied:

- When two (2) or more practices/responsibilities within the standard are rated "Ineffective", an "Ineffective" rating is assigned.
- When one (1) practice/responsibility within a standard is rated "Ineffective", a "Minimally Effective" rating is assigned.
- When some practices/responsibilities within a standard are rated "Minimally Effective" and others are rated "Effective" or "Highly Effective", the evaluator determines between a rating of "Minimally Effective" or "Effective" based on available information.
- When all but one (1) of the practices/responsibilities within a standard are rated "Highly Effective", a "Highly Effective" rating is assigned.

Conclusions and Recommendations

Overall Appraisal:

☐ Ineffective	☐ Minimally Effective	☐ Effective	☐ Highly Effective

Recommendations for Improvement:

I understand that my signature is not intended to indicate my agreement with the appraisal, but indicates I have read the appraisal. I recognize my right to discuss this appraisal with my supervisor and attach comments concerning this appraisal.

Supervisor's Signature	Employee's Signature
Date	Date