

*Agreement between the Potterville Board of Education
And the Potterville Education Support Personnel Association
2024-2025*

**ARTICLE 1
PURPOSE**

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining, and to establish standards of wages, hours, working conditions, and other conditions of employment.

This Agreement shall be interpreted to not conflict with District Rules and Board Policy to the maximum extent possible. To the extent they do not conflict with this Agreement, employees must comply with District Rules and Board Policy.

This Agreement does not limit the Board 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. 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.

The Association recognizes its personal and collective responsibility to operate within the tenants of this Contract and to use all official, legal, and appropriate means for submitting any concerns or grievances they hold against the Employer.

The Employer agrees to cooperate with the Association in the application of this Agreement and further agrees that it will not engage in any lockout or related activity. The provisions of this Section shall remain in full force and effect until such time as this Agreement shall be superseded by a new Agreement between the parties.

When issues of mutual concern arise, either the District or the Association may request you to meet with the other party to discuss an issue of mutual concern.

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. Alleged violations of PERA are not subject to the grievance procedure.

**ARTICLE 2
RECOGNITION**

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining pursuant to PERA. The term "employee" as used herein shall include all Para-Professional/Secretarial personnel. Supervisory and administrative staff, substitutes (contractor or directly employed), custodial/maintenance, security, the Superintendent's assistant, and all other employees are expressly excluded from the

bargaining unit. Employees not covered by the terms of this Agreement may temporarily perform work covered by this Agreement for the purpose of instruction training, experimentation, or in cases of emergency. This clause shall not limit the Employers right to hire substitute, temporary, or summer workers or assign co-op students and to utilize donated services of agencies as long as their service does not cause a full-time regular employee to be laid off.

- B. Bargaining unit members have the right of first refusal for summer work. The District will post available summer work on the District's website and email the Association President. Bargaining unit members have five (5) working days to apply for the position. The District will determine who will be assigned these positions from the applicants.
- C. The bargaining unit shall consist of the following two classifications and positions:
 - Secretarial
 - High School/Middle School Secretary
 - Elementary School Secretary
 - Special Education Secretary
 - Athletic Director/Behavior Secretary
 - Security Receptionist
 - Paraprofessional
- D. The Association will provide the Superintendent with the name of any Association representative and officers by September 1 of each year.
- E. "Employee" or "bargaining unit employee" refers to positions recognized as part of the bargaining unit under Paragraph B.
- F. "Full-time" is defined as a bargaining unit employee who is employed at least 35 hours or more per week.
- G. "Part-time" is defined as a bargaining unit employee who is employed less than 35 hours per week.
- H. "School-year employee" is a bargaining unit employee who is assigned to a work schedule that approximately follows the school calendar and does not include summer work.
- I. "Full-year employee" is a bargaining unit employee who is employed to work a schedule that approximately follows the 12-month calendar and includes summer work.

Work that is not regularly and exclusively performed by the bargaining unit may be performed by non-bargaining unit employees or contractors.

ARTICLE 3 BOARD'S RIGHTS

The Board, on its own behalf and on behalf of its electors, retains and reserves unto itself, without limitation, all powers, rights, and authority conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

Further, all rights which ordinarily vest in and are exercised by employers except such as are specifically relinquished herein to the Union are reserved to and remain vested in the Board including the right:

- a. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the manner in which services are rendered, the control of materials, tools, and equipment to be used, and the discontinuance of any services, materials or methods of operation;
- b. To introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, suppliers, equipment, and tools to be purchased;
- c. To purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
- d. To determine the number, location and type of facilities and installations;
- e. To determine the size of the workforce and increase or decrease its size;
- f. To hire, assign, and lay-off employees, to reduce the work week or the workday or effect reductions in hours worked by combining lay-offs and reductions in work week or workday;
- g. To direct the workforce, assign work, and determine the number of employees assigned to operations;
- h. To establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content, and classification, and establish wage rates for any new or changed classifications;
- i. To determine lunch, rest periods, and clean-up times, the starting and quitting time, and the number of hours to be worked;
- j. To establish work schedules;
- k. To adopt, review, and enforce Board policy, reasonable working rules, and general requirements and carry out cost and general improvement programs;
- l. To transfer, promote, and demote employees from one (1) bargaining unit classification or position to another;
- m. To select employees for promotion or transfer to supervisory or other positions and to determine the qualifications and competence of employees to perform available work;

- n. To evaluate employees;
- o. To call meetings where all bargaining unit employees would be expected to attend for the purpose of education or safety information; and
- p. Determine reasonable provisions for health, safety, and first aid of employees during hours of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities of 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. The express inclusion by any affirmative statement or delineation of any specific rights of the Board in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the Board not mentioned and hereby retained by the Board. The rights of the Union are specifically listed in this Agreement, and all subjects not specifically listed in this Agreement are retained by the Board.

ARTICLE 4 PROBATIONARY PERIOD

- A. A newly hired employee shall be on probationary status for sixty (60) workdays, taken from and including the first (1st) day of reporting for duty. The employer may extend an employee's probationary period an additional 30 workdays with notice to the Association.
- B. A workday is defined as a day where the employee is present at work to perform assigned duties and responsibilities for the employee's entire shift. A leave of absence or sick day, partial or full, does not count as a workday.
- C. Discipline and Discharge. 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. Evaluation. An evaluation shall be completed once during the probationary period. Probationary employee evaluation is not subject to arbitration in the grievance procedure.
- E. Benefits. To the extent permitted by law, Employee benefits contained herein shall become available to the Employee upon successful completion of the probationary period. During the probationary period, a probationary employee may use one (1) sick day per month during the probationary period. Additional sick days may be permitted with administrative approval.
- F. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to date of hire.

ARTICLE 5 LAYOFF/RECALL

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

A. Notification

1. 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 eliminate positions, programs, buildings, or departments.
2. The President of the Association will be notified when the Employer intends to eliminate or reduce bargaining unit positions.
3. After the Board acts to layoff employees, employees identified for layoffs or a reduction in work hours/days will receive written notification at least fifteen (15) 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 notices to the Employee's last known address or hand deliver notices.

B. Seniority

1. Bargaining unit seniority shall be defined as an employee's length of continuous service within the bargaining unit from date of hire.
2. Classification Seniority shall be defined as an employee's length of continuous service in a classification from the date of hire in the classification. Employees moving from one class to another class in the bargaining unit shall have their classification seniority frozen in the previous class, but bargaining unit seniority will continue to accrue.
3. In the event that more than one employee has the same date of hire for bargaining unit seniority and/or classification seniority, position on the appropriate seniority list will be determined by a procedure established by the Association. The Association shall inform the administration of the members' seniority in this circumstance.
4. Seniority shall terminate if a member resigns, is terminated, is on layoff, is on an unpaid leave of absence (not including FMLA leave), or retires.

C. Layoff Process.

The purpose of this section is to retain the most effective bargaining unit member during a period of layoff.

1. Layoffs/Reductions will occur in the following order:
 - Probationary employees within the classification impacted, provided employees exist who are qualified to perform the remaining work.
 - Non-probationary employees will be laid off on the basis of classification seniority in inverse order provided that the employees retained must be qualified to perform the remaining work.
2. The term “qualified” is defined as meeting the qualifications established by the Board and being rated at least effective on the employee’s most recent year end evaluation.
3. 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 as determined by the Employer. To be considered for such a position, the laid-off employee must notify the Employer, in writing, of his or her desire for the position within seven (7) days of notification of layoff.

D. Recall

1. Employees shall be recalled to a bargaining unit position within the same classification that they previously worked according to classification seniority, with the most senior employee who is qualified to fill the position, as determined by the Employer, being recalled first.
2. 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) work days of receipt of the notice, unless extenuating circumstances require notice to another employer, the employee shall be considered to have voluntarily waived the position and removed from the District’s layoff list.
3. It shall be the Employee's responsibility to keep the Business Office notified of his/her current mailing address.
4. An Employee shall remain on the layoff list for 9 months. If the Employee is not recalled within 9 months, he or she has no right to assignment in a vacant bargaining unit position after 9 months.

E. Pay and Benefits. 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.

F. Bargaining unit members on layoff shall not accrue seniority during the period of layoff but will have their seniority frozen as of the time of layoff.

ARTICLE 6 TRANSFER

The Association President will be notified when a bargaining unit employee's assignment changes.

- A. **Voluntary Transfer:** The District and Association recognize the mid-year transfers can be disruptive to the educational environment and should be avoided where possible.

- Vacant positions will be posted internally and externally for a minimum of five (5) working days unless the Association and District agree otherwise.

- 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.

- Employees who are granted a voluntary transfer shall be given a thirty (30) workday probationary period in the new position. The Employer may transfer the Employee back to his or her previous position, if it exists, during the probationary period without cause.

- The Association President shall be notified of the starting date of any transferred or new Employee.

- B. **Involuntary Transfer:** The Association President shall be notified when an Employee is involuntarily transferred to a position.

Any bargaining unit member asked by a supervisor to do work in another classification for the length of their daily shift will be paid at the base pay of that classification or other position; providing the hourly salary is higher than their regular hourly wage. Performing teacher duties will be compensated at the teacher extra duty rate. The employee must indicate on their timesheet when they are working in a different classification if the other position is a higher wage.

ARTICLE 7 NEW JOBS

When new bargaining unit classifications are created during the term of this Agreement, the Employer may fill the new position and determine a rate of pay on a temporary basis. The Association may bargain the wages, hours, and terms and conditions of employment for the position within 60 days of posting the position.

ARTICLE 8
DISCIPLINE AND DISCHARGE

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 reasonable and just cause. The Employer may request Association representation at a meeting with the Employer when disciplinary action is to be taken.

B. Procedure

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:

1. Discussion of problem and, if deemed appropriate by management, a verbal warning/reprimand, which will be documented in personnel file;
2. Written warning/reprimand;
3. Suspension without pay;
4. Termination

It is agreed that the District may jump steps in progressive discipline if the actions justify a more severe form of discipline. Specifically, the following are offenses that may result in termination:

1. Conviction of a felony;
2. Conviction of a misdemeanor involving theft, embezzlement, intentional destruction or damage of school property or another person's property, injury involving another person, or crime involving a minor;
3. Being absent from work for two consecutive days without notifying the Employer, unless there are extenuating circumstances;
4. Being under the influence of alcohol or drugs (including marijuana) while on school district property, operation of District property, or at a school-sponsored event;
5. Consuming or selling alcohol or drugs (including marijuana and prescription medication) while on school district property or at a school-sponsored event;
6. Theft or destruction of Employer's or another Employee's property;
7. Unauthorized misappropriation or conversion of school property ;
8. Intentionally falsifying district records for the employee's advantage;

9. Carelessly, negligently, or intentionally endangering the safety of students.
10. Insubordination unless such instructions or directives are injurious to the employee's safety or health;
11. Immoral or indecent conduct or sexual harassment;
12. Physical or verbal abuse of, threatening, or assault upon school employees, students, parents, or visitors;
13. Sleeping on the job;
14. Possession of a weapon on District property;
15. Reckless driving while driving a District vehicle;
16. Committing a misdemeanor moving violation while driving a District vehicle;
17. Deliberate or careless conduct on school property or at a school-sponsored event that endangers the safety of the employee or other employees, students, parents, or visitors;
18. Careless use of District equipment resulting in damage to the equipment or other District property or personal injury to the employee or another person;
19. Incompetency;
20. Employee's receipt of a combined total of three (3) written warnings or suspensions within a twelve (12) month period for the same or similar misconduct;
21. Any other offense of equal magnitude to the offenses listed above

The above are examples of reasons for discharge but are not to be limitations upon the Board for taking discharge actions.

C. Resignation

Any employee desiring to resign shall file a letter of resignation with Human Resources and their direct supervisor at least ten (10) working days prior to the effective date, unless the District and employee agree otherwise.

**ARTICLE 9
UNPAID LEAVES OF ABSENCE**

- A. An employee who is eligible for leave under the District's Family Medical Leave Act policy, may request a leave of absence under that statute. If the employee is not

medically able to return after FMLA leave expires, the Employer shall grant a leave of absence as a reasonable accommodation for a reasonable period of time not to exceed one (1) year total. The employee must provide the Employer with notice and appropriate documentation from a health care provider which includes the medical reason for the leave, the employee's functional limitations, and the duration of the leave. Leaves of absence for periods in excess of one (1) year may be granted at the Employer's discretion. Employee's paid and/or unpaid leave shall run concurrently. After FMLA leave is exhausted, Employee must pay the full insurance premium amount to maintain insurance benefits. Employees must exhaust all available paid leave time while on a leave of absence under this paragraph.

- B. The reinstatement rights of any employee who enters the military service of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.
- C. Any employee in the bargaining unit who is elected or appointed to a full-time position or office in the Union whose duties require his absence from work, shall be granted an unpaid leave of absence for the term of such office or position.

ARTICLE 10 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 ten (10) workdays of the occurrence giving rise to the grievance or knowledge of the occurrence giving rise to the grievance, an Employee with a complaint shall discuss the problem with his/her immediate supervisor. The aggrieved party may have a representative from the Association present at the meeting. If, after ten (10) working days, the complaint is not resolved, the Employee 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:
 - It shall be signed by the grievant or grievant(s);
 - It shall be specific;
 - It shall contain a synopsis of the facts giving rise to the alleged violation;
 - It shall cite the section or subsections of this contract alleged to have been violated;
 - It shall contain the date of the alleged violation;
 - It shall specify the relief requested.

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 ten (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 ten (10) working 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 ten (10) working days of the meeting, the Human Resources administrator shall forward his/her decision in writing to the aggrieved party with a copy to the Association President.
- C. **Level Three** – If a decision is not rendered within the above time limits or is not satisfactory to the aggrieved person grievant(s), the grievance may be processed, within seven (7) calendar days, to mediation with a Michigan Employment Relations Commission appointed mediator. The mediation meeting shall occur within thirty (30) days of Step 3 notification unless this time frame is mutually extended by the parties.
- D. **Level Four** – Superintendent level.
- E. Prohibited or illegal bargaining subjects are not subject to the Grievance Procedure.
- F. Should an employee 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 thirty (30) days before the date on which the grievance is filed, unless it is determined that a continuing violation occurred.

ARTICLE 11 HOURS AND WORK WEEK

Paraprofessionals work 175 days which coincides with the student report days and the Open House plus up to 4 PD days scheduled by administration, in consultation with the Association. Association employees may attend the Professional Development Advisory Committee to discuss professional development offered to bargaining unit employees.

Secretaries work on all student report days plus 20 days total after the school year ends until school begins, as mutually agreed upon between the Secretary and supervisor.

Additional days may be scheduled with mutual agreement between the employee and the Superintendent.

For the purposes of calculating overtime, the work week shall run from 12:01 am Monday and end one hundred sixty-eight (168) hours thereafter.

Full-time employees are expected to report to work from 7:30 am until 3:00 pm on regularly scheduled student days. Exceptions may be granted by building principals.

Bargaining unit employees scheduled to work more than five (5) hours in a day may receive a thirty (30) minute unpaid duty-free lunch period designated by the employee's supervisor.

For employees not eligible for a lunch period, employees may receive one (1) fifteen-minute paid duty free break for three (3) hours worked. Breaks shall be taken by mutual agreement between the employee and supervisor in a manner that does not conflict with student schedules, building needs, and where adult coverage is available to supervise students. Breaks must be taken on school property, and employees may opt to not take a break period.

Authorized time worked in excess of 40 hours paid hours in any one work week shall be compensated at an hourly rate of time and one-half. Paid time off, such as vacation, personal, sick, and other paid days off shall not be included in calculating overtime. Overtime will only be granted in extenuating circumstances and with prior approval from the Superintendent or designee. All hours worked, including overtime, must be submitted to the employee's supervisor on a timesheet. Failure to meet these requirements may result in denial of overtime and disciplinary action.

Additional hours may be offered to employees through an email from administration and assigned in order of the responses by qualified applicants (first come, first serve).

ARTICLE 12

SICK LEAVE, FUNERAL LEAVE, VACATION

1. Sick Leave

- A. Each full-time employee covered by this Agreement will receive the following sick days per year to be used in hour increments:

52-week employees - 10 sick days
Less than 52-weeks - 7 sick days

Employees may accumulate 75 sick days into a personal sick leave bank. Sick days are prorated for less than full-time employees or employees hired mid-year.

- B. Employees who resign or are terminated before the end of the school year will have their sick days prorated based on time worked. If the employee used more sick days than they earned on a prorated basis, the employee must reimburse the District for the unearned sick day(s) through a payroll deduction.

- C. Sick days may be used when an employee is incapacitated from the performance of their duties by the employee's sickness, injury, or for medical treatment. Employees who are absent 3 or more days must provide a doctor's note to their supervisor. The District may request a doctor's note if the District suspects abuse of sick days or if sick days are taken before or after a school break period.
 - D. Records of sick leave accumulated and taken shall be available to the employee or the Union upon request.
 - E. In the event of an emergency or sickness, the employee shall notify their immediate supervisor at least 60 minutes before their scheduled shift or as soon as possible and give a reason for the absence.
 - F. Employees may be granted time off with pay in the event of an illness or an emergency of an immediate family member which requires the employee to care for the family member. Such time to be deducted from the employee's personal/sick leave bank and is limited to five (5) days per year, without approval of the Superintendent. Immediate family members shall be defined as the employee's spouse, children, parents, step child, step parent, brothers, sisters, grandparents, mother and father-in-law, or grandchildren.
2. **Bereavement Leave** – Employees may use up to three (3) sick days due to the death of the employee's immediate family member. The immediate family member shall be defined as: husband, wife, children, parents, stepchild, stepparent, brothers, sisters, grandparents, mother and fathers-in-law, grandchildren, brothers-in-law, and sisters-in-law. Bereavement leave shall not be taken to extend vacation.
- Additional time off will be granted at the discretion of the Employer for necessary time to travel to distant states for funeral services and such additional time will be chargeable to sick leave.
3. **Personal Business Days** – Two (2) days per year will be allowed for personal leave. This may be used for personal business which cannot be conducted on anything other than a workday according to the following provisions:
- A. Personal leave, in all cases except unforeseen emergencies, requires at least seventy-two (72) hours advance notice to the immediate supervisor.
 - B. Personal business day is not to be used the last day before a school break period or the first (1st) day after a school break period, except in case of emergency as determined by the Superintendent. School break period includes Christmas, spring, and summer breaks.
 - C. Unused personal business days to be credited to the employee's sick leave accumulation at the end of the school year.

4. **Vacation** – Employees assigned to work at least 35 hours per week and more than 44 weeks during the school year (July 1 to June 30) receive paid vacation as listed below:
After 1 year - 5 days
After 2 years - 10 days
After 15 years - 15 days

ARTICLE 13 SCHOOL CLOSING/DELAYED OPENING

If the administration cancels school, bargaining unit members shall not report to work. Employees will receive their normal rate of pay for the first four (4) inclement weather days. Employees may use personal business days to obtain pay for an additional two (2) inclement weather days. These days will reflect the number of hours that the employee is regularly scheduled to work on the cancelled day.

If the start of the school day is delayed, bargaining unit members shall report to work at the new start time. Bargaining unit members shall be paid for the time worked.

ARTICLE 14 HOLIDAYS

- A. The Employer will pay the normal days' pay for the following holidays, even though no work is performed by the employee:

- Thanksgiving Day
- Friday following Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Day
- Memorial Day
- Labor Day
- July 4th (12-month employee only)

Employees who used a sick day on the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

- B. When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday off with pay, and in the event that the scheduled holiday falls on Sunday the employee shall receive the Monday after the holiday off with pay. Should any one of the holidays fall on a school session day, the employee shall then be granted a day off with pay at a later or earlier date that is mutually agreeable.

**ARTICLE 15
INSURANCE**

[The Board will propose language for this article in a future proposal. The parties will bargain insurance language in the second semester of the 2024-25 school year.]

**ARTICLE 16
PART-TIME EMPLOYEES FRINGE BENEFITS**

Part-time employees covered by the terms of this Agreement will receive fringe benefits, pro-rated on their normal scheduled work hours. Fringe benefits such as holidays, vacations, and sick and bereavement days will be paid for at the same rate as their normal day's pay. Part-time employees are not eligible for insurance benefits unless required by law.

**ARTICLE 17
COURT PROCEEDINGS**

Employees summoned for jury duty shall receive their regular pay from the District for such time lost as a result of such appearance or service, and less compensation received for such jury service, up to a period of ten (10) days. Employee must provide documentation of jury duty to the District. The District may extend jury duty pay beyond 10 days at its discretion.

Employees subpoenaed to testify in a school-related matter will receive their regular pay from the District for time lost as a result of such appearance, less compensation received, up to a period of ten (10) days.

**ARTICLE 18
DURATION**

- A. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with terms contained in any individual employee contracts heretofore in effect.
- B. 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.
- C. Nothing in this Agreement prevents or limits the Board 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.
- D. 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. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein. This Agreement may only be modified in writing

upon the mutual consent of the parties. This Agreement incorporates the Agreement reached by the parties on all agreed issues, which were subjects of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter covered by this Agreement.

ARTICLE 19

SCOPE, WAIVER AND ALTERATION OF AGREEMENT

- A. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
- B. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of this Agreement and supplements shall not be affected thereby, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 20

NO STRIKE CLAUSE

The Union and the Employer recognize that strikes and other forms of work stoppages by employees are detrimental to the efficient operation of the school system. The Union and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program.

The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, encourage, aid, ratify or condone, nor shall any employee take part in any strike, slowdown, or stoppage of work, boycott, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with the provision of this Article shall be a cause for whatever disciplinary action is deemed necessary by the Board of its representatives.

ARTICLE 21

COMPENSATION

The parties agree to reopen wages in the second semester of the 2024-25 school year. The parties agree that any wage increases agreed to during the wage reopener will be made retroactive to the beginning of the 2024-25 school year.

2024-25 wage schedule (subject to reopener)

Pay Schedule						
	Administrative Assistants			Paraprofessional		
Step						
1	\$13.05			\$13.00		
2	\$13.60			\$13.13		
3	\$14.01			\$13.26		
4	\$14.58			\$13.39		
5	\$15.56			\$13.53		
6	\$15.80			\$13.66		
7	\$16.02			\$13.80		
8	\$16.16			\$13.94		
9	\$16.32			\$14.08		
10	\$16.48			\$14.22		

The parties agree that new bargaining unit employees may be hired at the appropriate step based on the employee's education and relevant experience after consultation with the Association.

ARTICLE 22 EVALUATION

- A. It is the responsibility of the Board, through its administration, to evaluate bargaining unit members' performance. Evaluations will be conducted by the employee's supervisor, unless extenuating circumstances require a different evaluator.
- B. Employees will be evaluated once per school year. The employee will have the opportunity to discuss their evaluation with the evaluator.
- C. The employee will receive a copy of the completed evaluation(s) and a copy will go into the employee's personnel file. The evaluation conference, by mutual agreement, may be scheduled outside the regular workday.
- D. The employee may submit a rebuttal statement to his or her written evaluation. The rebuttal statement shall be attached to the evaluation and placed in the employee's personnel file.
- E. If an employee is placed on an improvement plan, the employee must show progress towards meeting the established goals. If the goals are not met, the employee may be subject to corrective discipline up to and including dismissal.
- F. The employee's evaluation and the criteria used are not subject to the grievance and arbitration procedures. It is understood, however, that any discipline of a non-probationary employee due to an adverse evaluation is subject to the grievance procedure.

- G. The parties agree to form a committee of equal numbers of employees and administration to discuss the evaluation tool used to evaluate bargaining unit employees.

ARTICLE 23
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2025.

A lawfully appointed Emergency Financial Manager may reject, modify, or terminate this Agreement as permitted by the Local Government and School District Fiscal Accountability Act. This provision has been added in compliance with this law.

Pottersville Public Schools:

Sam Lucio
Interim Superintendent

11-11-2024
Date

Megha Smith
Board President Board Vice President

11-11-24
Date

Pottersville Education Support Personnel Association:

Kathy Stumpe
President

11/1/24
Date

Uniserv Director

Date

