

MASTER AGREEMENT
between
Mattawan Consolidated Schools
and
Mattawan Educational Support Association

2024 – 2025



MESA/MEA/NEA

TABLE OF CONTENTS

PREAMBLE1

I. RECOGNITION CLAUSE1

II. DEFINITIONS2

III. MUTUAL RESPONSIBILITIES2

IV. JOINT ASSOCIATION-ADMINISTRATION MEETINGS (JAAM).....3

V. EMPLOYER RIGHTS.....3

VI. ASSOCIATION RIGHTS4

VII. PROBATIONARY EMPLOYEES5

VIII. ADMINISTRATION OF MEDICATION AND MEDICAL PROCEDURES.....6

IX. REDUCTION OF STAFF, LAYOFF, AND SENIORITY6

X. VACANCIES.....8

XI. TRANSFER.....9

XII. EMERGENCY SCHOOL CLOSING.....9

XIII. LEAVES WITH PAY9

XIV. LEAVES WITHOUT PAY11

XV. JOB DESCRIPTIONS AND RESPONSIBILITIES.....12

XVI. PROFESSIONAL DEVELOPMENT.....12

XVII. SCHOOL IMPROVEMENT COMMITTEES.....13

XVIII. COMPENSATION13

XIX. WORKDAY & WORK YEAR14

XX. EVALUATION.....15

XXI. PERFORMANCE/ATTENDANCE INCENTIVE15

XXII. DISCIPLINE15

XXIII. GRIEVANCE PROCEDURE.....16

XXIV. MISCELLANEOUS & TERM OF AGREEMENT17

XXV. DURATION & SIGNATURES18

PREAMBLE

This Agreement entered into this ____ day of _____, ____ by and between Mattawan Consolidated Schools, hereinafter referred to as “Employer” or “District,” and the Kalamazoo County Education Association (KCEA), an incorporated Association, and the Mattawan Educational Support Association (MESA), a member organization of the KCEA, hereinafter referred to as “Association,” and affiliated with the Michigan Education Association, hereinafter referred to as “MEA,” and the National Education Association, hereinafter referred to as “NEA.”

I. RECOGNITION CLAUSE

- A. The District recognizes the Mattawan Educational Support Association/Kalamazoo County Education Association-MEA/NEA as the exclusive bargaining agent as defined in Section II of Act 379, Public Acts of 1965, regarding wages, hours, and other terms and conditions of employment. The bargaining unit employees represented include all regularly employed full-time and regularly employed part-time clerical/secretarial and paraprofessionals, including all persons holding a position listed below but excluding any and all supervisory/administrative employees, business or office managers, bus drivers, mechanics/assistant mechanics, food service employees, custodial and maintenance employees, substitute employees, all office staff assigned to the superintendent and central office, third party contractors, and all other personnel.
1. Clerical/Secretarial
 - a. Lead Secretary
 - b. Athletic Secretary
 - c. Transportation Secretary
 - d. Office Clerk
 - e. Student Services Clerk

 2. Paraprofessional
 - a. One-on-One Paraprofessional
 - b. Student Engagement Specialist
 - c. Literacy Specialist
 - d. Instructional Support Specialist

II. DEFINITIONS

- A. Employee – Those included as set forth in Article I and shall refer to a bargaining unit Employee in that classification.
- B. Office personnel – The Employee in that classification including those positions listed in the Recognition Clause.
- C. Paraprofessional – The Employee in that classification including those positions listed in the Recognition Clause.
- D. District or Employer – The Mattawan Consolidated Schools and shall include the designees upon whom the District has conferred authority to act in its place.
- E. Association – Whenever the term “Association” is used, it shall mean the Mattawan Educational Support Association/Michigan Education Association/National Education Association as defined in the Preamble and includes the designees upon whom the Association has conferred authority to act in its place.
- F. Superintendent – The Superintendent of Schools and shall include their designees upon whom the Superintendent has conferred authority to act in their place.
- G. Immediate Supervisor – The administrator of any work location or functional division or group such as the building principal.
- H. Immediate Family – Defined under the Family Medical Leave Act. Includes spouse, biological child, stepchild or legal ward, or a child to whom the eligible Employee stands in loco parentis; a biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible Employee or individual who stood in loco parentis when the eligible Employee was a minor child; grandparent; grandchild; a biological, foster or adoptive sibling. Superintendent can approve additional situations on a case by case basis.
- I. Day – a day upon which the District has regularly-scheduled business hours.
- J. Workday – a day upon which the Employee is regularly scheduled to work.

III. MUTUAL RESPONSIBILITIES

- A. The general purpose of this Agreement is to set forth the wages, hours, and terms and conditions of employment for the bargaining unit.
- B. The Parties agree that this Agreement and collective bargaining is subject to the Public Employment Relations Act (PERA) and subsequent amendments to PERA, to the extent permitted by law.
- C. To the extent they do not conflict with this Agreement, Employees must comply with District Rules and Board Policy. If a conflict exists between District rules, regulations, and practice, Board Policy, and/or this Agreement, this Agreement shall control.
- D. This Agreement does not limit the District or administration from establishing and implementing

reasonable rules and regulations that do not conflict with this Agreement as may be deemed best for the purpose of maintaining order, safety, and efficient operation. 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.

- E. The Association will provide the Superintendent with the name of any Association representative and officers by September 1 of each year or within five days of a change in such representatives or officers if after September 1.
- F. The Employer shall post this agreement on the website as is required under Michigan law.

IV. JOINT ASSOCIATION-ADMINISTRATION MEETINGS (JAAM)

- A. The District and the Association shall set forth a calendar of monthly meetings prior to the beginning of the school year for collaborative discussion of mutual concerns.
- B. If it is agreed that such a meeting is not necessary in a particular month, the meeting may be canceled.
- C. These meetings may be virtual or in person.

V. EMPLOYER RIGHTS

- A. The District, 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 District including the right:
 - 1. 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;
 - 2. 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;
 - 3. To purchase any or all work, processes or services, or the construction of new facilities or the improvement of existing facilities;
 - 4. To determine the number, location and type of facilities and installations;
 - 5. To determine the size of the work force and increase or decrease its size;
 - 6. To hire, assign, and lay-off Employees, to reduce the work week or the work day or effect reductions in hours worked by combining lay-offs and reductions in work week or work day;

7. To direct the work force, assign work, and determine the number of Employees assigned to operations;
8. To establish, change, combine, or discontinue job classifications and prescribe and assign job duties, content and classification, and to establish wage rates for any new or changed classifications;
9. To determine lunch, rest periods, and clean-up times, the starting and quitting time, and the number of hours to be worked;
10. To establish work schedules;
11. To adopt, review, and enforce District policy, reasonable working rules, and general requirements and carry out cost and general improvement programs;
12. To transfer, promote, and demote Employees from one (1) bargaining unit classification or position to another;
13. 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;
14. To evaluate Employees;
15. To call meetings where all bargaining unit Employees would be expected to attend for the purpose of education or safety information; and
16. To determine reasonable provisions for health, safety, and first aid of Employees during hours of employment.
17. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the District, 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 either the District or the Association in this Agreement shall not by implication exclude or diminish those remaining rights and powers of the District or the Association not mentioned and hereby retained by the District or the Association.

VI. ASSOCIATION RIGHTS

- A. **Right to Organize.** Pursuant to Act 379 of the Public Acts of 1965, commonly referred to as PERA, the District hereby agrees that every Employee shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection or refrain from such activity. The District will not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the Association or collective professional negotiations with the District or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. **Association General Membership Meetings.** No more than three (3) meetings of the Association will be held annually during contract times, no more than one and half (1.5) hours per meeting, on days to be determined by mutual agreement. Every effort will be made to schedule at times least disruptive to regular school operations. These general membership meetings are exclusive of the ability of Association Representatives to take Association time as defined in this Agreement.

- C. Weingarten Rights. An Employee who is subject to an investigatory interview that may result in, or reasonably believes that an investigatory interview may result in discipline may bring a union representative to the investigatory meeting. Such a meeting shall not be unduly delayed to allow the representative of the Employee's choice the opportunity to attend, using 24 hours as a benchmark.
- D. Building Access. Duly authorized representatives of the Association shall be permitted to transact official business on school property related to wages, hours and working conditions at mutually agreed-upon times provided that this shall not interfere with or interrupt normal school operations. The Association agrees to follow all District policies and procedures in scheduling and using school facilities. The Association shall have the right to use District email, mailboxes, intra-school mail, per all applicable Michigan Law. The Association agrees to pay for any consumable materials used that were purchased by the District at District cost, upon request. The Association shall have the right to post notices of activities and matters of the Association, as allowed by law, on District bulletin boards, at least one of which shall be provided in each building for use by the Association.
- E. Personnel Record Review and Use. Employees shall have the right to review their personnel file as outlined in the Bullard-Plawecki Employee Right to Know Act of 1978. No material including or related to student, parental or school personnel complaint originating after initial employment will be placed in an Employee's file unless they were brought to the Employee's attention within ten (10) days of that action and the employee has had an opportunity to review it.
- F. Association Release Time. Association Representatives may request in writing release time in one (1) hour increments for Association business within the host District, which includes but is not limited to Association workshops, meetings, conferences, and contract review or contract administration business. The Superintendent may deny a request for a leave day if he/she is reasonably unable to obtain an adequate substitute for the Association Representative if needed. Such requests will be on appropriate form with appropriate Association authorization attached (see Appendix). The Employer will fund 75 hours of such attendance. The Association and District may mutually agree to authorize an additional fifty (50) hours of which the cost of Employee release will be paid by the Association. No more than four (4) Employees per classification can be on Association release time simultaneously unless written approval is obtained from the Employer. The Association shall reimburse the District for the retirement costs associated with Association release time.
- G. Supervision. Although it is recognized that certain job classifications of employment may entail certain supervisory responsibilities, it is understood by the parties and mutually agreed that no bargaining unit members shall assess the performance or contribute to the assessment of the performance of another bargaining unit member, except as required by law.

VII. PROBATIONARY EMPLOYEES

- A. All new Employees will be on probation for 40 workdays. A workday is defined as a day where the Employee is present at work to perform assigned duties and responsibilities. A leave of absence or sick day would not count as a workday.
- B. The probationary period of an Employee may be extended for a period not to exceed an additional 20 workdays provided the Employer has cause through the evaluation process.

- 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.
- E. Benefits. To the extent permitted by law, all Employee sick/personal/leave/vacation days and benefits contained herein shall become available to the Employee upon successful completion of the probationary period and prorated based on workdays worked.
- F. Probationary Employees shall not be used as temporary Employees.
- G. A probationary Employee shall have no seniority rights, but upon completion of the probationary period, service will date back to the last date of employment.

VIII. ADMINISTRATION OF MEDICATION AND MEDICAL PROCEDURES

- A. For medications that need to be administered in school, there shall be a written District policy. The policy shall include administrative procedures that are communicated to the Association and individual Employees. The District shall provide in-service training for Employees, who will be administering medications and/or performing medical procedures. The training shall be provided by the District, at District expense, and all training time shall be considered as work time.
- B. The Employer and Employee shall follow all applicable laws and regulations as it relates to administering medications and performing medical procedures.
- C. The parties agree that Michigan law currently provides that a school Employee designated by the school administrator, who in good faith administers medication to a pupil in the presence of another adult or in an emergency that threatens the life or health of the pupil, pursuant to written permission of the pupil's parent or guardian, and in compliance with the instructions of the physician, physician's assistant, or certified nurse practitioner is not liable in a criminal action or for civil damages as a result of an act or omission in the administration of medication, except for an act or omission amounting to gross negligence or willful and wanton misconduct (MCL 380.1178).
- D. An Employee performing administration of medication or a medical procedure on a student will be covered under governmental immunity, if applicable.

IX. REDUCTION OF STAFF, LAYOFF, AND SENIORITY

- A. In the event of an elimination of a bargaining unit position, the Employer and Association agree to the following procedure:
 - 1. Notification.
 - a. The President of the Association will be notified when the Employer intends to eliminate or reduce bargaining unit positions or the hours of a position therein within 30 days if possible.
 - b. Employees identified for layoff or a reduction in work hours/days will receive written notification at least ten (10) workdays before the effective date of the layoff or reduction, except

in case of an emergency which would prohibit such notice. The District will send notice to the Employee's last known address.

2. Seniority.

- a. Bargaining unit seniority shall be defined as an Employee's length of continuous service within the bargaining unit from date of hire.
- b. Classification Seniority shall be defined as an Employee's length of continuous service in a classification from 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.
- c. 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.
- d. Seniority shall terminate if a member resigns, is terminated, or retires. Layoffs and approved leaves of absence (not including approved FMLA) shall freeze seniority. Service to the Employer in a regular permanent position outside of the bargaining unit, through mutual agreement between the Employer and Association, shall not constitute a break in continuous service.

3. Layoff Process

- a. Layoffs/Reductions will occur in the following order:
 - i. Probationary Employees within the classification impacted, provided Employees exist who are qualified to perform the remaining work.
 - ii. Non-probationary Employees will be laid off on the basis of classification seniority in inverse order.
 - iii. The least senior member in the affected classification will be laid off.
 - iv. An Employee who has been laid off shall have the right to a vacant position within the bargaining unit if the Employee is qualified to hold the position. To be considered for such a position, the laid-off Employee must notify the Employer, in writing, of their desire for the position within seven (7) days of notification of layoff.

4. Recall

- a. Employees shall be recalled to a bargaining unit position within the same classification that they previously worked according to classification seniority, with the most senior Employee who is qualified to fill the position, being recalled first.
- b. A recall notice shall state the location, time, and date on which the Employee is to report back to work. If an Employee fails to report for work within three (3) workdays of receipt of the notice, the Employee shall be considered a quit.
- c. It shall be the Employee's responsibility to keep the Business Office notified of their current mailing address.
- d. An Employee shall remain on the layoff list for 12 months. If the Employee is not recalled within 12 months, he or she has no right to assignment in a vacant bargaining unit position after 12 months.

5. Pay and Benefits:
 - a. Any layoff under this Article will suspend for the duration of the layoff the Employer's obligation to pay salary or fringe benefits under this Agreement. Any affected Employee receiving benefits prior to layoff will be notified of options in regard to paying for benefits lost during layoff.
 - b. Employees on layoff shall not accrue seniority during the period of layoff but will have their seniority frozen as of the time of layoff.

X. VACANCIES

A. Postings and Process

1. Whenever the District determines that a position is to be filled, including newly created and existing positions, that position shall be designated as a vacancy and shall be filled in the following manner:
 - a. Upon determination that a vacancy exists and after applying the seniority process above, the District shall post such vacancy within ten (10) calendar days and communicate the posting on the District's webpage. During the summer, notice of vacancy shall be sent to the Association President and to all employees who have requested placement on the Notification of Vacancies mailing list. Postings shall state a closing date for submitting applications. Such closing date shall be fourteen (14) days after publication of posting. Applications may be submitted electronically.
 - b. Posting shall include the job title, immediate supervisor, wage/benefits, and job description stating the required qualifications needed.
 - c. All Applications will be done via a method available to all employees. Interviews shall be conducted with all employees requesting transfer who meet the stated qualifications for a posted position.
 - d. Where qualifications, work experience, and work performance are relatively equal, positions will be awarded on the basis of seniority.
2. After a vacancy is posted, it shall be filled within ten (10) days provided qualified bargaining unit members apply.
3. Interviews – External candidates for a specific job will not be interviewed on the same day as internal candidates. The interview team will pose questions based upon the job description. These questions will cover the following areas:
 - a. Past work history, prior experience, and demonstrated skills related to the posted position through testing that is directly related to the qualifications and criteria of the position.
 - b. Past education and training.
 - c. Communication skills.
4. Once an internal employee has accepted a new position, reasonable efforts shall be made to release the employee from his or her former position within fifteen (15) workdays. Nevertheless, if such

release is not made within fifteen (15) workdays, the employee shall be paid at the new rate of pay if it is higher than the employee's old rate of pay upon the 15th workday following acceptance of the new position.

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

XI. TRANSFER

A. Voluntary Transfer.

1. The Association President will be notified when there is a classification change or location change within the Employee's current classification.
2. When an employee voluntarily transfers to a position of lower classification, appropriate pay adjustment shall be made.
3. Employees who are granted a voluntary transfer shall be given a twenty (20) day probationary period in the new position. The Employer may transfer the Employee back to his or her previous position during the probationary period without cause.
4. The Association President shall be notified of the starting date of any voluntarily transferred Employee.

B. Involuntary Transfer.

1. Involuntary transfers will be minimized and avoided whenever possible. If an employee is involuntarily transferred to a position of lower classification, no downward salary adjustment shall be made. Employees who have been involuntarily transferred will have the first opportunity to voluntarily return to the previous position if that position becomes vacant. If the employee rejects the voluntary return to the previous position, they will accept the assigned position's classification salary level.
2. The Association President shall be notified when an Employee is involuntarily transferred to a position.

XII. EMERGENCY SCHOOL CLOSING

If adverse weather or other conditions beyond the control of the Employer make it advisable to close school, the following guidelines shall apply:

- A. If the weather or road conditions are extreme, poor, or dangerous enough to close school, the district will close, and no Employee is to report to work.
- B. Employees shall receive pay for the first 6 emergency school closure days.
- C. For paraprofessionals and office clerks, emergency school closure days after day 6 are unpaid days.
- D. If the District is required to make up lost student instructional days, Employees shall work on the make-up days and be paid for that time.

- E. Any days not paid but forgiven by the State shall be paid to the employee no later than the last pay date in June.

XIII. LEAVES WITH PAY

A. Sick Leave

1. Upon successful completion of the probationary period and to the extent permitted by law, Employees will be credited with the following paid sick leave:
 - a. Secretaries: 10 sick days
 - b. Office Clerks: 10 sick days
 - c. Paraprofessionals and Specialists: 10 sick days
2. Sick days allocated to new Employees are prorated based on the Employee's start date. A day of sick leave shall be based on the Employee's regularly scheduled daily hours. For example, an Employee scheduled for 7.5 hours a day shall receive 75 hours of sick leave per year. For Employees hired during a school year, the District will prorate the sick leave that is provided under this subsection. Accrued paid sick leave may be used in one (1) hour increments.
3. If the District suspects the Employee has misused his or her sick days, the District may require an Employee to submit a doctor's note that corresponds to the sick days used.
4. Sick leave may accumulate to 120 days.
5. Absences for any of the following reasons may be deducted from the Employee's sick leave, namely:
 - a. The eligible Employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of eligible Employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible Employee.
 - b. The eligible Employee's family member's or Employee's mental or physical illness, injury, or health condition; medical diagnosis, care or treatment of the eligible Employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible Employee. A family member is defined in Article II.
 - c. If the eligible Employee or the eligible Employee's family member is a victim of domestic violence or sexual assault; the medical care of psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
 - d. If an eligible Employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public emergency.
6. If the employee is eligible for FMLA leave, paid leave time must run concurrently with available FMLA leave.

B. Personal Leave (Does not apply to Secretaries)

1. Paraprofessionals and Office Clerks shall be credited with two (2) days paid personal leave for

legitimate business, professional, or family obligations that cannot reasonably be scheduled outside of the regular workday.

2. Any unused Personal Leave days at the end of the school year will be credited to accumulated sick leave.
3. A Bargaining Member planning to use a Personal Leave day or days shall notify his or her Principal at least two (2) days in advance except in case of emergency.
4. Personal Leave days shall not be used on a workday preceding or immediately following a holiday, scheduled school break, or on the first or last instructional day of the school year without the prior permission of the superintendent

C. Holidays (Only applies to Secretaries)

1. Secretaries shall receive their regular pay for the following holidays: Labor Day, Thanksgiving (2), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, & Memorial Day.
2. If any of the firm holidays fall on a Saturday or Sunday, equivalent time off shall be provided.

D. Vacation (Only applies to Secretaries)

1. Secretaries shall be credited with fifteen (15) days paid vacation. Employee vacation time cannot be taken immediately before or after a scheduled school break (Thanksgiving, winter, or spring). Except in case of emergency, a request for vacation shall be made not less than 2 days prior to the vacation date.

E. Bereavement Leave

1. For immediate family four (4) days bereavement leave may be taken with pay.

F. Jury Duty

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

XIV. LEAVES WITHOUT PAY

A. Disability and/or Extended Illness Leave.

1. Employees eligible for a leave of absence under the Family Medical Leave Act may request leave by notifying the Human Resources Department and providing requested documentation and medical information. If the Employee fails to return on their own volition, the Employee shall reimburse the cost of premium paid by the Employer. Family Medical Leave shall be measured on a 12-month rolling "backward" basis.
2. The Employer may grant an unpaid leave of absence to an Employee who has exhausted their sick leave and is unable, due to the Employee's FMLA qualifying illness or disability, to return to work. This leave shall run concurrently with any other paid or unpaid leave available to the Employee.

Such leave shall be for a period up to a total of ninety (90) workdays each contract, renewable at the discretion of the Employer.

B. General Leave.

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

XV. JOB DESCRIPTIONS AND RESPONSIBILITIES

- A. There shall be an up-to-date job description for each position title.
- B. Each job description shall specify position title, general and specific duties, and special requirements of the job such as administration of medication and medical procedures. Job descriptions shall clearly state the general duties of the position.
- C. Employees shall perform exclusively the duties of their positions and shall not be assigned duties outside their job descriptions, except as defined herein.
- D. If duties are modified, the Employees affected by change shall receive written notification of new responsibilities and an updated job description at least thirty (30) business days in advance. Employee concerns about assigned duties may be referred to the Employer for review.
- E. If duties are significantly modified or the Employee has any concerns about the changes, the Employee may address the issue with the Employer and the Association. The Employer and Association shall meet with the Employee in an effort to address these issues.

- F. Initial classification of a new Employee shall be made by the District.
- G. On or before August 1 of each school year, each Employee shall receive from the District their “Assurance of Employment Letter” for the succeeding school year. Such notification shall include assignment, job title, pay and benefit levels, contract report/end times, and name of immediate administrator.

XVI. PROFESSIONAL DEVELOPMENT

- A. On days designated in the District school calendar as Professional Development (PD) without students, the District will provide relevant PD opportunities for all Employees unless those Employees cannot participate in Professional Development because of assigned duties and responsibilities that day.
- B. If the District does not provide PD or other assigned duties these days, then each Employee shall be paid their regular wages for the day, and they will not be required to report.

XVII. SCHOOL IMPROVEMENT COMMITTEES

- A. It is agreed that Employees have the right to participate on district and school improvement teams. Service on such teams is voluntary unless written as part of the job description. No more than two (2) employees per building will participate on district and school improvement teams. Such representation shall be with fully paid administrative release time for meetings scheduled during regular work hours.

XVIII. COMPENSATION

- A. Wages of Employees covered by this Agreement are set forth in SCHEDULE A.
- B. Time sheets will be submitted electronically by Employees to their supervisor on a weekly basis throughout the work year. Time sheets must accurately reflect hours worked, including overtime.
- C. The District may, at its discretion, place a newly employed Employee on the salary schedule crediting years of experience working in a school setting or with school-age children.
- D. Both the Employer and the Association recognize that due to temporary excessive service demands or unforeseen circumstances, work beyond the normal workday may be necessary. The Employer may direct an Employee to work beyond the normal workday.
- E. As Employees covered by the Fair Labor Standards Act (FLSA), Association members physically working in excess of 40 (forty) hours in one workweek (Sunday at 12:00 am through Saturday at 11:59 pm) will be paid overtime pay at the rate of one and one-half times their regular hourly rate of pay, as set forth in Schedule A.
- F. All overtime or work performed beyond the Employee’s scheduled work hours must have the pre-approval of the Employee’s Immediate Supervisor and must be recorded on the Employee’s timesheet.
- G. The Employer will give the Employee advance notice of the need for work beyond their scheduled work hours.
- H. Other than the wages and benefits identified in this Agreement and during this Agreement term, there shall be no material increase in wages or benefits unless ratified by both parties. No steps or benefit

increases will be allowed after this Agreement has expired unless expressly ratified by both parties.

- I. Any employee engaged during the working day in negotiating on behalf of the Association with any representatives of the District or participating in any grievance negotiations, including arbitration, shall be released from regular duties without loss of pay.
- J. Payroll Deduct for Savings. Payroll deductions shall be available to employees for up to three separate banking or credit unions not inclusive of any annuity or 403(b) programs offered through the District.
- K. Whenever Employees are required by the Employer to attend meetings that occur outside of the workday, the Employee will be paid for their time at the required meeting at the Employee's contractual rate.
- L. Any Employee required to use their own vehicle for the Employer shall be reimbursed for mileage at the IRS mileage rate. Such use shall be approved in advance by the immediate administrator. No Employee shall transport students.

XIX. WORKDAY & WORK YEAR

A. Workday

1. Prior to the start of the year, each employee will be provided a written work schedule with starting and end times by the building administrator.
2. Classifications will work the following number of workdays per year:
 - a. Secretarial/Clerical
 - Lead Secretary - 230 Days
 - Athletic Secretary - 230 Days
 - Transportation Secretary - 230 Days
 - Office Clerk - 195 Days
 - Student Services Clerk - 195 Days
 - b. Paraprofessional
 - Paraprofessional - One-on- One - 179 Days
 - Student Engagement Specialist - 179 Days
 - Literacy Specialist - 179 Days
 - Instructional Support Specialist - 179 Days

B. The Employer may establish work-related meetings during the workday.

C. The Employer will pay the tuition for work-related classes/workshops that are required by the Employer. The Employee must abide by procedures established by the Employer to receive approval to attend work-related classes/workshops.

D. Work Year:

1. Paraprofessionals and Specialists: The paraprofessional and specialist calendar shall follow the student calendar and beginning of the year professional development days.
2. Secretarial: The secretarial calendar shall be established by the Employer and shall consist of 230 workdays
3. Clerks: The clerk calendar shall follow the teacher calendar with the addition of twelve (12) workdays before the first day of student instruction and five (5) workdays after the last day of student instruction.
4. Each Employee shall be given a written notification of assignment, job description, workday calendar, pay, hours, and the name of immediate administrator.
5. The District may offer summer work for the purpose of office management. Summer work will be offered to Employees in the following order:
 - a. Lead Secretaries
 - b. Office Clerks
 - c. Other Employee Classifications under the contract.

E. Duty-Free Lunch Period

1. Employees scheduled for six (6) or more hours per day shall have an unpaid duty-free lunch period of thirty (30) minutes per day and must be reflected as unpaid time on their timesheet. Employees may leave the school building during lunch but must let the building secretary know upon leaving.

XX. EVALUATION

- A. Employees shall have a fair and transparent written performance review. Evaluation goals will be developed by the immediate supervisor in collaboration with the Employee.
- B. An evaluation shall be completed once during the probationary period, according to statute, based on actual observations made by the immediate supervisor and collected work performance evidence. The Employee will be notified in writing the results of those observations with an opportunity to improve.
- C. The probationary period of an Employee may be extended for a period not to exceed an additional thirty (30) days provided the Employer has cause through the evaluation process.
- D. The annual written evaluation will be placed in the Employee's personnel file.

XXI. PERFORMANCE/ATTENDANCE INCENTIVE

- A. Employees may earn a \$350 performance incentive payment per semester. Employees will receive the \$350 performance incentive payment for meeting the following criteria:
 - a. Employee missed 2 or less days during the semester
 - b. Employee earned a Satisfactory performance rating during the semester

- B. Employees will submit performance incentive payment paperwork (see Appendix) to their immediate supervisor for approval. Performance incentive payments will be made in the next available pay cycle following the last day of the semester, and after applicable paperwork has been submitted meeting payroll processing deadlines.

XXII. DISCIPLINE

- A. The Association recognizes the Employer's duty to maintain good discipline for the efficient operation of the school. The Employer may discipline or discharge a non-probationary Employee for just cause. The Employer may request Association representation at a meeting with the Employer when disciplinary action is to be taken.
1. Procedure
 - a. The Employer and Association are committed to the concept of progressive discipline and procedural due process. It is agreed that under normal circumstances, the following progressive procedure for discipline shall be observed.
 - b. Discussion of problem and, if deemed appropriate by management, a verbal warning/reprimand, which will be documented in personnel file;
 - c. Written warning/reprimand;
 - d. Suspension without pay;
 - e. Termination
 2. It is agreed that the District may jump steps in progressive discipline if the actions are so egregious as to justify a more severe form of discipline. Specifically, the following are offenses that would result in termination:
 - a. Conviction of a felony;
 - b. Conviction of a misdemeanor involving theft, embezzlement, intentional destruction, or damage of property, another person's property or injury involving another person, or crime involving a minor;
 - c. Being absent from work for two consecutive days without notifying the Employer;
 - d. Being convicted of being under the influence of alcohol or drugs (including marijuana and prescription medication) while on school district property or at a school-sponsored event;
 - e. Consuming or selling alcohol or drugs (including marijuana and prescription medication) while on school district property or at a school-sponsored event;
 - f. Theft or destruction of Employer's or another Employee's property;
 - g. Removal of school property from the Employer's premises without authorization;
 - h. Duplicating school keys without permission;
 - i. Intentionally falsifying district records for the Employee's advantage;
 - j. Carelessly endangering the safety of students.
 - k. Neglect of duty or refusal to comply with Employer's instructions or directives unless such instructions or directives are injurious to the Employee's safety or health;
 - l. Immoral or indecent conduct or sexual harassment;

- m. Physical or verbal abuse of, threatening, or assault upon school Employees, students, or visitors;
 - n. Possession of firearms, explosives, or other weapons on District property;
 - o. Reckless driving while driving a District vehicle.
 - p. Committing a moving violation while driving a District vehicle;
 - q. Deliberate or careless conduct on school property, using a district vehicle, or at a school-sponsored event that endangers the safety of the Employee or other Employees, students, or visitors;
 - r. Careless use of District equipment resulting in damage to the equipment or other District property or personal injury to the Employee or another person;
 - s. Any other offense of equal magnitude to the offenses listed above.
3. The above are examples of reasons for discharge but are not to be limitations upon the Employer for taking discharge actions.

XXIII. 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 5 workdays of the occurrence giving rise to the grievance or knowledge of the occurrence giving rise to the grievance, an Employee with a complaint or the Association, on behalf of a group of Employees shall discuss the problem with their immediate supervisor. The aggrieved party may have a representative from the Association present at the meeting. If, after five (5) working days, the complaint is not resolved, the Employee or the Association may file a written grievance with a copy for their supervisor and a copy to the President of the Association. The written grievance must include the following:
- 1. It shall be signed by the grievant or grievants;
 - 2. It shall be specific;
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 4. It shall cite the section or subsections of this contract alleged to have been violated;
 - 5. It shall contain the date of the alleged violation;
 - 6. It shall specify the relief requested.
 - 7. 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) days, the Human Resources administrator shall call a joint meeting with the aggrieved part or a representative of the Association for an Association grievance, an Association representative, and the Supervisor, for the purpose of resolving the grievance. Within ten (10) days of the meeting, the Human Resources administrator shall forward their decision in writing to the aggrieved party with a copy to the Association President.

- C. Level Three - If a decision is not rendered within the above time limits or is not satisfactory to the grievant or the Association in the case of an Association grievance, 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. Prohibited or illegal bargaining subjects are not subject to the Grievance Procedure.
- E. Should the grievant or the Association fail to submit a grievance or advance a grievance to the next level within the time limits specified, the grievance will not be processed and will be considered withdrawn with prejudice. Should the grievant(s) leave the District's employment, all further proceedings on a previously instituted grievance shall be barred.
- F. 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.
- G. 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.
- H. Both parties agree to be bound by the award of the arbitrator and there shall be no appeal from an Arbitrator's decision.

XXIV. MISCELLANEOUS & TERM OF AGREEMENT

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing, and signed amendments to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the District which shall be contrary to or inconsistent with terms contained in any individual Employee contracts heretofore in effect.
- C. Any individual contract between the District and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. If any provision of this Agreement or any application of the Agreement to any Employee or groups of Employees shall be found contrary to law, then such provision shall be deemed void, but all other provisions or applications shall continue in full force and effect.
- E. Nothing in this Agreement prevents or limits the Employer from entering into and/or participating in cooperative educational or operational program with any entity. The Employer shall not contract or subcontract any work that is exclusively performed by the Association.
- F. This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit proposals and to negotiate their proposals with the other party.
- G. This Agreement sets forth the parties full and entire understanding as to the matters expressed herein.

- H. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.
- I. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- J. Other than the wages and benefits identified in this Contract for the Contract term, there shall be no material increase in wages or benefits unless ratified by both parties.

XXV. DURATION & SIGNATURES

Except as otherwise stated, this agreement shall become effective upon ratification by the District and the Association and shall continue in effect through [DATE]. The parties will meet to begin negotiations at mutually agreed times as soon as reasonably feasible for the fiscal year. Any increases in compensation and fringe benefits shall be effective on the first workday following ratification of this Agreement by both parties.

FOR THE ASSOCIATION

FOR THE DISTRICT

BY:
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SCHEDULE A WAGE SCHEDULE

2024-2025 Clerical/Secretarial Wage Schedule - 3%					
Step	Lead Secretary	Office/ Transportation Clerk	Student Services Clerk	Athletic Secretary	Transportation Secretary
1	\$ 15.72	\$ 14.73	\$ 16.13	\$ 15.72	\$ 17.94
2	\$ 15.72	\$ 14.73	\$ 16.13	\$ 15.72	\$ 17.94
3	\$ 15.72	\$ 14.73	\$ 16.13	\$ 15.72	\$ 17.94
4	\$ 17.06	\$ 15.31	\$ 16.77	\$ 17.06	\$ 18.67
5	\$ 17.06	\$ 15.31	\$ 16.77	\$ 17.06	\$ 18.67
6	\$ 17.06	\$ 15.31	\$ 16.77	\$ 17.06	\$ 18.67
7	\$ 18.41	\$ 15.92	\$ 17.44	\$ 18.41	\$ 19.42
8	\$ 18.41	\$ 15.92	\$ 17.44	\$ 18.41	\$ 19.42
9	\$ 18.41	\$ 15.92	\$ 17.44	\$ 18.41	\$ 19.42
10	\$ 19.34	\$ 16.56	\$ 18.14	\$ 19.34	\$ 20.18
11	\$ 19.34	\$ 16.56	\$ 18.14	\$ 19.34	\$ 20.18
12	\$ 19.34	\$ 16.56	\$ 18.14	\$ 19.34	\$ 20.18
13+	\$ 20.88	\$ 17.22	\$ 18.86	\$ 20.88	\$ 20.98

2024-25 Paraprofessional Wage Scale					
Step	One-on-One - 3%	SES - 3%	ISS or LS w/Teaching Certificate	ISS or LS w/Endorsement	ISS or LS MA w/Endorsement
1	\$ 15.19	\$ 18.77	\$ 25.00	\$ 30.00	\$ 35.00
2	\$ 15.19	\$ 18.77	\$ 25.00	\$ 30.00	\$ 35.00
3	\$ 15.19	\$ 19.52	\$ 25.00	\$ 30.00	\$ 35.00
4	\$ 15.80	\$ 19.52	\$ 25.00	\$ 30.00	\$ 35.00
5	\$ 15.80	\$ 20.30	\$ 25.00	\$ 30.00	\$ 35.00
6	\$ 15.80	\$ 20.30	\$ 25.00	\$ 30.00	\$ 35.00
7	\$ 16.42	\$ 21.12	\$ 25.00	\$ 30.00	\$ 35.00
8	\$ 16.42	\$ 21.12	\$ 25.00	\$ 30.00	\$ 35.00
9	\$ 16.42	\$ 21.96	\$ 25.00	\$ 30.00	\$ 35.00
10	\$ 17.08				
11	\$ 17.08				
12	\$ 17.08				
13	\$ 17.77				

SCHEDULE B INSURANCE

- A. The District shall determine who is or will be the policyholder of an employee group insurance benefit.
- B. Full-time (minimum of 35 hours per week) Student Engagement Specialists shall be offered the following insurance:
 - 1. Full-time Student Engagement Specialists are offered health, vision, and life insurance. The District contributes \$142 per month towards the Specialists' health insurance. The Specialist shall pay the remainder of the premium. The District contributes 80% of the premium towards vision insurance. The Specialist shall pay the remainder of the premium. The District pays 100% of the premium towards a \$50,000 life insurance policy on the Specialist's behalf.
 - 2. Student Engagement Specialists who do not elect to take health insurance offered by the District receive cash in lieu of insurance at a rate of \$1,272 per year. Specialists taking cash in lieu of insurance shall provide written notice to the District that they are obtaining insurance from another source other than through the health insurance marketplace.
- C. Full-time (minimum of 35 hours per week) Lead Secretary, Athletic Secretary, and Transportation Secretary shall be offered the following insurance:
 - 1. Full-Time Secretaries, identified in paragraph B, are offered health, vision, dental, and life insurance. The District contributes 80% of the health, vision, and dental insurance premiums. Secretaries shall pay the remainder of the premium. The District pays 100% of the premium towards a \$50,000 life insurance policy on the Secretaries' behalf.
 - 2. Secretaries who do not elect to take health insurance offered by the District receive cash in lieu of insurance at a rate of \$3,780 per year. Secretaries taking cash in lieu of insurance shall provide written notice to the District that they are obtaining insurance from another source other than through the health insurance marketplace.
 - 3. For Secretaries electing an insurance plan with a Health Savings Account, the District shall contribute 50% annually towards the Secretary's deductible. The District's contribution shall be paid in twelve equal monthly payments on the second pay of each month. For newly hired Secretaries, the first contribution will be made on the second pay of their first full month of employment.
- D. The district insurance plan year runs January through December. Open Enrollment will occur once per year in order for Employees to make changes to coverages if they wish. Any changes made during the Open Enrollment period are effective January 1st-of every new year. No changes can be made to insurance coverages at any other time during the year unless there is a qualifying event as defined by the IRS. Should such changes take place, they are effective on the date of the qualifying event.

E. The following are the health, dental & vision plans that will be available to the above-named (in B & C) Employee groups to select from:

HEALTH (Single, 2-Person & Full-Family coverage is available)

- MESSA ABC1 (HSA) 1600/3200, ABC Rx, 0% Coinsurance (deductible subject to change annually)
- MESSA Essentials 375/750, EbM, 20% Coinsurance
- MESSA Choices 3000/6000, Saver Rx, 10% Coinsurance

DENTAL (Single, 2-Person & Full-Family coverage is available)

Self-Insured ADN Dental Plan

(Benefits levels are 90%, 90%, 90% (\$1,500 maximum, \$3,000 orthodontics))

VISION (Single, 2-Person & Full-Family coverage is available)

MESSA VSP 3 Gold Vision Plan

(All insurance-eligible Employees are required to enroll in, at a minimum, single coverage vision insurance if required by the group terms of the chosen plan.)

F. For those husband-wife combinations employed by Mattawan Consolidated School during the duration of this Agreement who apply to receive health insurance benefits, such coverage shall be limited to providing coverage under one policy. In such an instance, the married couple may choose in whose name the health insurance policy will be.

G. General Provisions.

1. Duration of Coverage.

- a. If an Employee provides professional services for the entire school year, the Employer's insurance contribution shall extend for twelve (12) calendar months.
- b. If a n Employee provides professional services for less than a full school year and is returning for the next school year, the Employer's insurance contribution shall be reduced pro rata (this includes the total cash in lieu amount). Providing professional services for less than a full school year also includes unpaid leave totals for the year.
- c. If an Employee provides professional services for less than a full school year and is not returning for the next school year, the Employer shall contribute only for those months that professional services were rendered.

2. Premium Payment.

- a. The Employee agrees to payroll deduction two (2) times per month to pay their share of the premium for the insurance they choose. During times when there are not enough funds in a paycheck to cover their share of the premium, The district has the right to deduct the missed payments on the next pay when there are enough funds to deduct current and past due premiums.
- b. Past due premium must be paid by the Employee in full within one (1) month from the first missed payment, and if not paid, the District has the right to cancel coverage.
- c. During the summer months when an Employee does not receive pay but continues to receive insurance benefits, premium due must be paid in full to the district by the 1st of each month. A grace period of 10 days will be provided but if premium due is not paid by the 10th of the month, insurance benefits will be canceled and not reinstated only if the Employee elects coverage again during the next open enrollment. It is the sole responsibility of the Employee to ensure the district receives premium payments for insurance timely to avoid cancelation.

3. Insurance Benefits During Unpaid Leaves.

- a. If an Employee with district-paid insurance exhausts all of their paid leave time and is taking unpaid leave during the year, their paid benefit with the district will decrease accordingly unless the leave is an FMLA-approved leave.
 - b. During non-FMLA unpaid leaves, the Employee will be responsible for 100% of the cost of their insurance premium. If non-FMLA unpaid leaves are intermittent throughout the year, a calculation will be made at the end of the school year to determine the amount of unpaid leave time that was taken and the benefit will be reduced accordingly, with the Employee reimbursing the district the amount they should have been responsible for at 100%. Premiums due to the district as a result of the calculation will be due by June 30 each year.
4. #2 & #3 in this General Provisions also applies to any insurance premium for optional coverages the Employee has chosen to purchase.

- H. Cooperation. The Association agrees to cooperate with the Employer in order to discourage insurance coverage that will result in double coverage with no reasonable benefit to the insured.