

MENOMINEE AREA PUBLIC SCHOOLS

MENOMINEE, MICHIGAN

WORKING AGREEMENT

FOR

SUPERVISORS

EFFECTIVE DATE: MARCH 22, 2022 - JUNE 30, 2025

Menominee Area Public School District is an equal opportunity employer and will not discriminate on the basis of religion, race, color, national origin, age, gender, marital status, height, weight, or handicap. Persons denied equal opportunity based on these conditions may file a complaint with the high school principal, Menominee Area Public Schools Compliance Coordinator at 906-863-9951 and/or The Michigan Civil Rights Commission, Lansing, Michigan.

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WORKING REGULATIONS FOR SUPERVISORS

EFFECTIVE DATE: MARCH 22, 2022

RECOGNITION

The Board of Education recognizes that these working regulations pertain to those employees hired for student attendance days during the regularly scheduled school year. Part-time refers to those employees working less than 28.75 hours per five days a week and full-time refers to those employees working 28.75 hours or more per five days a week as a supervisor.

BOARD'S RIGHTS

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority, under the Michigan Revised School Code or any other law or regulation. All rights, powers, and authority the board had prior to this agreement, are retained by the board.

The Board reserves the right to determine the number of positions in accordance with the needs of the students, to determine the schedule that employees will work, to hire all employees and to promote, layoff, transfer, discipline or discharge all such employees in accordance with existing law and this agreement.

I. SICK LEAVE – Absence in case of personal illness.

1. Supervisors working five hours or more per day absent from duty on account of their own personal illness, shall be paid their hourly salary for the hours they would have worked in their regular assignment in through the use of their accrued sick leave.
2. One (1) sick leave day of 5.75 hours shall be granted to each supervisor at the time of his/her employment. Additional sick leave days of 5.75 hours per day may be accrued at the rate of one (1) additional day per month, worked starting on September 1 of each year and ending June 30 of each year to a maximum of ten per year.
3. Unused sick days will be accumulated to six hundred and thirty-two and one half (632.5) hours. An employee retiring from the District who has ten or more years of service with the District and qualifies for retirement with the Michigan Office of Retirement Services will receive five dollars and 22 cents (\$5.22) for every hour they have accumulated. Upon proof of retirement qualification being made to the Superintendent, payment for the accumulated total of unused sick leave days will be made into a Special Pay Plan that is in compliance with IRS regulations regarding Special Pay plans. Payout will be

over a two year time span in accordance with the Special Pay plan payout option, or one lump sum.

4. Up to one-half (1/2) of an employee's 10 annual sick leave days may be used by the employee for the serious illness of his/her immediate family. Immediate family means the employee's own spouse/partner, child, dependent, parents or parents-in-law. Serious illness means illness that requires the services of a physician.
5. The Board reserves the right to require proof of personal injury or sickness by a doctor's certificate, when returning from sick leave. The Board may require medical certification at any time to verify that the employee is able to return to work.
6. An employee whose personal illness, as certified by a duly licensed physician, extends beyond the expiration of his/her current and accrued sick leave, may be granted a leave of absence, without pay, by the Board of Education, for the duration of his/her illness, not to exceed one (1) year. Request for such leave shall be made in writing to the Board of Education. The Board may require medical certification at any time that the employee is able to continue employment.
7. A pool of not more than thirty (30) non-accumulative days will be established each year to be used by supervisors who have used all other available paid leave. Days may be used from the bank for long-term continuous illnesses, medical operations, or injuries. A committee consisting of two (2) supervisors and two (2) central office administrators will review and make a determination FOR EACH REQUEST MADE to use the sick leave bank. In the event the committee cannot make a decision, the superintendent shall render a final decision.
8. No sick leave days shall be accumulated or used for Summer School programs.

II. **FUNERAL LEAVE**

An employee may be allowed up to three (3) working days per year, with pay, as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, wife or husband, partner, son or daughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-parent, grandparents and grandchildren, or a member of the employee's household, extended family through marriage or other situations approved in advance by the Superintendent or his/her designee. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day, with pay, not to be deducted from sick leave.

III. PERSONAL BUSINESS

1. Regularly employed supervisors shall be entitled to two (2) days of personal leave per year for their regularly scheduled hours.

Such leave shall be used for matters which cannot be scheduled outside regularly scheduled hours of work and shall be made in writing through the employee's supervisor and shall include the reason for the request. The Board has the right to deny personal business days if it will disrupt the normal operation of the department in question.

2. Charges for the use of these days shall be at the minimum rate of one hour per time used.
3. Requests for such leave shall be made one week in advance. In case of an emergency the administrator may waive this time limit.
4. These days may not be used to extend holidays or vacations, or used during the first or last day of the school year. The Superintendent may consider exceptions to this rule in unique or special situations.
5. Personal leave days not used during a school year may be carried over to the next school year providing the total personal leave days at the beginning of any school year does not exceed four (4).

IV. JURY DUTY

An employee who serves on jury duty will be paid the difference between his/her pay for jury duty and his/her regular pay. Verification of jury duty will be required.

V. PROBATIONARY EMPLOYEES

New employees shall be considered as probationary employees for the first 180 school days of their employment. The probationary period shall be accumulated within not more than twelve (12) working months. He/she shall be entered on the seniority list and shall rank for seniority from their first day of work. Probationary employees shall be subject to discharge with or without cause or notice. Probationary employees shall not have bumping privileges until their probationary period is successfully completed. Probationary employees may be evaluated at any time during their first year of employment.

VI. LEAVE/ABSENCE/WORKING CONDITIONS

1. Leave of Absence: Leaves of absence without compensation may be granted for periods of up to one (1) year without loss of seniority for:
 - (a) Serving any selected or appointed position
 - (b) Maternity leave (in addition to benefits as are otherwise provided by law)
 - (c) Illness leave (physical or mental)
 - (d) Prolonged illness in immediate family
 - (e) Educational leave

A leave of absence request should be in writing and indicate the reason for the leave. Employees will be re-employed following the leave, providing an appropriate vacant position is available.

2. Short-term (day-by-day), unpaid leaves of absence: May be granted at the discretion of the employer. Requests should be made through the building principal and to the aide director.
3. Emergency School Closings: Supervisors will not report on days when school is closed due to emergency conditions. Supervisors will be paid for the first five (5) days in which school is closed for emergency reasons. In the event of a delay or early release because of weather, employees may work for pay if approved by the supervisor, or work the adjusted student day with no pay for the delay/release time. Emergency days are reserved for half-day or full day cancellations only. If school is closed for additional days, supervisors will not be paid unless missed days are rescheduled. If missed days are rescheduled, supervisors shall report to work and be compensated for working their regular schedule.
4. Supervisors shall provide the building principal with two (2) weeks notice of termination.
5. When the student(s) whom the supervisor is assigned to is absent from school, it is the employee's responsibility to report this to their direct supervisor and/or building principal immediately. The supervisor will determine what duties the employee will perform during the period of the student absence.

If the student(s), whom the supervisor is assigned to leaves the district, the building principal and/or superintendent will determine if the position is eliminated or reconfigured for the remainder of the school year.

VII. COMPLAINTS BY EMPLOYEES

When differences or complaints arise between employer and any employee, or group of employees, the following procedure may be used within three (3) working days of any occurrence.

1. The employee shall discuss the complaint or problem with their assigned immediate supervisor.
2. If the problem or complaint is not satisfactorily adjusted, or if no decision has been reached within ten (10) days after the original discussion with the immediate supervisor took place, the employee shall submit the complaint in writing, within three (3) additional work days, to the Superintendent, or his/her designee. The employee and the Superintendent, or his/her designee, shall jointly attempt to settle such complaint. Decisions reached by the Superintendent shall be binding on all parties involved.

VIII. EVALUATION OF SUPERVISORS

All supervisors shall be evaluated by the building administrator or designee, a minimum of once every three (3) years. They shall have the opportunity to review each evaluation prior to it becoming a part of their personnel file. In the event that a supervisor disagrees with any portion of a completed evaluation, he/she may, within ten (10) working days of receipt, attach to said evaluation his/her own statement concerning the area of disagreement.

IX. ACTIVITY PASSES

Activity passes shall be issued to employees covered by this agreement. Passes are to be used only by the designated employee and his/her spouse.

X. NOTICE OF VACANCIES

The district shall publicize all supervisor vacancies by posting said vacancy in every building during the school year for not less than five (5) days.

When school is not in session, an electronic copy of postings will be sent to all supervisors via their school email address.

XI. HOLIDAYS

All full-time and part-time employees will be paid seven (7) days at straight time, at their regular daily rate, for the recognized holidays: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Easter Monday, and Memorial Day. The employee shall be eligible for this holiday pay only if he/she works their last scheduled work day prior to the holiday, and their next scheduled work day after the holiday. An employee shall not forfeit their holiday pay if absent due to a verified personal illness and or paid sick leave, or if an employee is on Jury Duty, Funeral Leave, or a Personal Business Day.

XII. INSURANCE COVERAGE

Employees working an average of 30 hours per week may elect to receive single subscriber coverage for health insurance. The cost to the employee would be either the amount above the Single Hard Cap or the amount deemed affordable on an individual basis, calculated per the Affordable Care Act. 2-person or Full Family will be available, but at the employee's own expense.

XIII. DURATION OF AGREEMENT

This agreement shall be in effect from March 22, 2022 through June 30, 2024.

XIV. ANNUAL LONGEVITY

An annual longevity payment will be made to those employees defined in this contract as full-time. An employee shall qualify for a longevity allowance after ten years of service with the district. The longevity rate shall be thirty dollars (\$30) per year of service, to be added on to the employees annual salary per Appendix A. The employee must submit a request to the business office in writing for the commencement of the longevity payment. The annual longevity payment will be included in the last check of the school year.

EMERGENCY MANAGER LANGUAGE - MCL 423.215 (7)

Each collective bargaining agreement entered into between a public employer and public employees under this act on or after March 28, 2013 shall include a provision that allows an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575. Provisions required by this subsection are prohibited subjects of bargaining under this act.

For the Supervisors:

For the District:

Supervisor/Date

Superintendent/Date

SALARY SCHEDULE 2022-2024
SUPERVISORS

APPENDIX "A"

New employees will be paid at the base rate.

A. WAGE & PAYROLL

Wages will be paid on an hourly basis. Time sheets must be submitted bi-weekly and signed by the immediate supervisor, supervisor coordinator or building principal.

B. PAY SCALE : March, 2022 – June, 2024 School Year

	<u>2022-23</u>	<u>2023-24</u>
0 - 2 years of experience	\$11.50	\$12.50
3 - 5 years of experience	\$12.00	\$13.00
6 - 7 years of experience	\$12.50	\$13.50
8 - 10 years of experience	\$13.00	\$14.00
11 - 15 years of experience	\$13.50	\$14.50
16 - 20 years of experience	\$14.00	\$15.00
20 + years of experience	\$14.50	\$15.50