

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**of the**

**SCHOOL DISTRICT OF THE**

**CITY OF EAST LANSING**

**and**

**THE EAST LANSING**

**EDUCATIONAL SUPPORT PERSONNEL**

**ASSOCIATION (ELESPE)**

**JANUARY 1, 2019 TO DECEMBER 31, 2020**

**December 10, 2018**

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## **ARTICLE 1: RECOGNITION**

- A. This Agreement is effective on January 1, 2019, by and between the Board of Education of the School District of the City of East Lansing, Ingham and Clinton Counties, Michigan, (the "Board") and the East Lansing Educational Support Personnel Association (ELESPEA or the "Association").
- B. The term "employee" as used in this Agreement shall include:

Overload Paraprofessionals

Building Instructional Paraprofessionals

Special Education Paraprofessionals

GSRP Paraprofessionals

English Language Learners (ELL)/Title 3 Paraprofessionals

Science Paraprofessionals

Health Aides

Title 1 Paraprofessionals

Library Paraprofessionals

American Sign Language Interpreter

Excluded from the bargaining unit are any part-time Paraprofessionals working less than fifteen (15) hours per week and all other employees.

- C. The Board hereby recognizes the Association as the sole and exclusive bargaining representative for those employees included in the description of the unit in Article 1, Section B, as defined in Section 11 of the Public Employment Relations Act, MCL 423.211.
- D. The Board agrees not to negotiate with any employee organization other than the Association for the employees included in the unit as described in Article 1, Section B, for the duration of this Agreement.

## **ARTICLE 2: NEGOTIATIONS PROCEDURE AND CONTRACT ADMINISTRATION**

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours,

and other terms and conditions of employment at least sixty (60) calendar days before the expiration date of this Agreement.

- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and affect.
- C. This Agreement shall constitute the full and complete commitments between both parties and may be altered only through the voluntary written mutual consent of both parties as a signed amendment to this Agreement.
- D. Representatives of the Board and the Association's bargaining committees will meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure or to constitute the reopening of this Agreement.
- E. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Board and one by the Association.

### **ARTICLE 3: GRIEVANCE PROCEDURE**

A. ***Intent***

The primary purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure. This Agreement shall not be construed as limiting the right of any bargaining unit member with a grievance, or the immediate supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

B. ***Definition***

A "grievance" is defined as a claim that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement as claimed by an employee. It is expressly understood that a claim must specifically identify the Article(s) or Section(s) violated and there must be a relationship between the "statement of grievance" and the Agreement provision allegedly being violated in order to be a proper grievance.

C. **General**

1. For the purpose of processing grievances, "work days" shall be defined as days on which Central Office is open for business.
2. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement. Should the grievant or the Association fail to meet these time limits, the grievance shall be considered withdrawn. Should the Board fail to meet these time limits, the grievance may be processed on to the next level.
3. This Agreement shall not be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of the Agreement. The Association shall be given the opportunity to be present as such adjustment and mutual agreement shall be established before any said adjustment being transmitted to the grievant.
4. There shall be no reprisals of any kind against any employee involved in the grievance procedure.
5. All reasonable requests for available information necessary to the determination and processing of any grievance shall be honored by both parties.
6. All documents, communications, and records relating to the grievance process shall be maintained separate and apart from the personnel file of the employee, except when the employee has requested in writing that the documents, communications, or records be also included in his/her personnel file. This requirement does not include documents supporting any Board action such as evaluations, complaints, initial application for employment.
7. Upon mutual consent, reasonable arrangements for released time may be made when the Association chairperson or designee is needed to participate in any grievance procedure and the employee shall not incur loss of salary when the time has been mutually scheduled by both parties.
8. An employee shall have the right to inspect and acquire copies of his/her personnel file. Confidential letters of reference secured from outside sources shall be excluded from inspection as identified under MCL 423.501(2)(c).
9. An employee may be represented at any step of the grievance procedure by the Association or its agents.

10. The grievance form is available from the Association President.

**D. Procedure**

**Level One**

1. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor within ten (10) work days of his/her knowledge of the event or occurrence which is the basis for the complaint.
2. The immediate supervisor shall render an oral decision to the grievant(s) within five (5) working days of the above discussion.

**Level Two**

1. If the Level One decision is not satisfactory, the oral grievance shall be reduced to writing on the Grievance Report Form and shall be presented to the immediate supervisor and the Association within seven (7) work days of the receipt of the Level One answer.
2. The immediate supervisor shall hold a meeting with the grievant and/or the grievant's Association Representative within seven (7) work days of the receipt of the grievance.
3. The immediate supervisor shall render a written decision to the grievant within five (5) work days of said meeting.

**Level Three**

1. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or the Superintendent's designee within five (5) work days of receipt of the grievance.
2. The Superintendent or designee shall hold a meeting with the grievant and/or the grievant's Association Representative at a time mutually agreeable to them, but within (7) work days of receipt of the grievance.
3. The Superintendent or designee shall render a written decision to the grievant within ten (10) work days of the meeting.
4. The Association Grievance Chairperson may initiate a grievance directly at Level Three when either of the following conditions applies:
  - a. A grievance involves a group of employees in more than one building or an issue applies to the unit as a whole, or

- b. The action precipitating the grievance was initiated by management at a level higher than the immediate supervisor.

When such grievances are initiated at Level Three, the grievance procedure identified in Article 3 A.–C. 1.–10 shall be used.

#### **Level Four – MERC MEDIATION**

If either party requests, the services of MERC Mediator will be sought and used in an attempt to resolve the grievance short of arbitration. If the MERC Mediator cannot meet within 3 (three) weeks, the moving party may insist that MERC mediation step is skipped and file arbitration. Level 5 timelines begin after mediation is concluded or skipped.

#### **Level Five**

1. Only the Association has the right to appeal a grievance to Level Four. If the Association is not satisfied with the disposition of the grievance at Level 3, the grievance may, at the option of the Association, be submitted to arbitration by written demand for arbitration submitted to the Board within twenty (20) work days of the Superintendent's disposition at Level 3. An individual employee shall not have the right to process a grievance to arbitration.
2. If the parties cannot agree as to the Arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules, which shall likewise govern the hearing.
3. The Arbitrator's decision shall be final and binding on both parties to this Agreement.
4. The Board and the Association shall not be permitted to assert in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party prior to ten (10) work days before the arbitration hearing.
5. The fees and expenses of the Arbitrator shall be shared equally by the Association and Board.
6. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing unless otherwise mutually agreed upon between the parties.
7. The Arbitrator shall not have jurisdiction to subtract from or modify any of the

terms of this Agreement or its written amendments, or to specify the terms of a new Agreement, or to substitute the Arbitrator's discretion for that of the parties.

8. The Arbitrator, the Association, or the Board may call any relevant person as a witness in any arbitration hearing.
9. The Association shall reimburse the Board for the cost of a substitute for its witnesses, should any be hired, so that regularly-employed unit members may be released from normal responsibilities for the scheduled arbitration hearing.
10. The termination of employment of a probationary employee shall not be arbitrable.
11. The arbitrator shall have no power to:
  - a. decide claims which address a prohibited or illegal bargaining subject;
  - b. decide claims for which there is another remedial procedure or forum established by law or by regulation having the force of law;
  - c. require back pay for more than ten (10) days before the date a written grievance is filed;
  - d. award damages beyond the amount of the wages that the employee would otherwise have earned. Any back pay award shall be reduced by any compensation received by an employee from any sources, including unemployment compensation.

#### **ARTICLE 4: BOARD RIGHTS**

- A. There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and constitutions of the State of Michigan and the United States excepting where expressly limited by the provisions of the Agreement.

The Board retains the right, by way of illustration and not by way of limitation, to continue its rights, policies, and practices of assignment and direction of its personnel; to determine the number and scheduling of all the foregoing; to establish, modify, or change school hours or days; to adopt reasonable rules and regulations; to determine the qualification of employees; to hire, promote, discipline, or transfer employees; assign work or duties to employees; determine the size of the work force and to lay off employees. It is further recognized that the Board, in meeting such responsibilities and in exercising its rights, acts through its administrative staff.



- B. The listing of specific management rights in this Agreement is not intended to be, nor shall it be, restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

#### **ARTICLE 5: ASSOCIATION RIGHTS**

- A. The Association shall have the use of school building facilities for meetings at reasonable times when such facilities are not otherwise in use after regular school hours, and during lunch and/or breaks, and shall have the use of equipment normally available for employee use at all reasonable times and without cost to the Association for Association business. The Association shall pay for the reasonable cost of all materials and supplies incident to the use of said equipment. Use of facilities and equipment shall not interfere with the instructional program. The Association agrees to reimburse the Board for any damages to school equipment entrusted to its use or care for Association business upon competent proof that the Association or one of its members through gross negligence caused any damage to said equipment.
- B. Up to five (5) work days of released time, with pay, will be granted to the Association President or the President's designee to carry out Association business. The Association will reimburse the Board for normal substitute costs. The Association shall reimburse the District on a current basis for those sums paid to the Office of Retirement Services for Association release time. The Association shall obtain the approval of the Superintendent or designee before using these days and the use of these days shall not be inconsistent with the interests of the District.
- C. The Board agrees to furnish to the Association, in response to reasonable requests, information which the Association requires to administer this Agreement and to formulate contract proposals.
- D. Duly-authorized representatives of the Association shall be permitted to transact Association business on school property provided that this activity shall not interfere with normal school operation and/or conflict with normal employee work assignments.
- E. The Association shall be represented on any budget committee where other District bargaining units are represented. The Association shall confer with the Superintendent or designee regarding representation on any other District committees. At the building level, paraprofessionals will be represented by an Association member at staff meetings where topics that would directly affect their working conditions are on the agenda. The Association representative will be paid for attending the staff meeting. Paraprofessionals will also be paid for attendance at any building meeting where their immediate supervisor requires their attendance.

Paraprofessionals may also attend other building meetings (non-required) on a voluntary basis after checking with their immediate supervisor.

#### **ARTICLE 6: PAYROLL DEDUCTIONS**

- A. The Board agrees to deduct twice each month tax-deferred 403(b) employee contributions and to remit such contributions to a single Board-approved 403(b) vendor or third-party administrator within one (1) week following the deduction subject to the following conditions:
  - 1. The Board-approved 403(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
  - 2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium and currently is TSA Consulting Group.
  - 3. Any failure by the 403(b) vendor to promptly credit employee contributions transmitted pursuant to this Article shall be addressed by the employee directly with the 403(b) vendor and/or the third-party administrator.

#### **ARTICLE 7: PROBATIONARY EMPLOYEES**

- A. All new employees hired by the Board shall be considered to be on probation for a period of ninety (90) work days. Probationary employees who are absent during the ninety (90) work days of employment shall work additional days equal to the number of days absent, and such employees shall not have completed the probationary period until these additional days have been worked. During such period, the employee is not covered by this Agreement and may be terminated for any reason whatever and shall have no recourse to the grievance procedure. At the end of the probationary period, the employee shall be considered a regular school employee unless otherwise notified. The immediate supervisor shall file at least one (1) evaluation of a new employee during the probationary period.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of work. However, the amount of credit for seniority purposes that an employee will receive is subject to Article 8.A.1.
- C. All probationary employees shall be paid during the school year on a twenty-one (21) pay basis, unless a signed written election form is submitted to the Payroll department electing twenty-six (26) pays.
- D. Time worked as a substitute shall not count toward completion of the probationary period, for seniority purposes, or for any benefits under this Agreement.

**ARTICLE 8: SENIORITY, LAYOFF, AND RECALL**

A. "Seniority" shall be defined as the length of service within the district as a member of the bargaining unit. Seniority shall begin on the employee's first working day and shall accrue within categories. Categories for purposes of this contract shall be as defined in Article 1.B.

1. Seniority shall accrue on the basis of one (1) full year for full-time employees [30 hours or more per week] and three-quarters seniority for employees working from 22.5 hours to 29.99 hours per week; and, one-half seniority for employees working from 10 to 22.49 hours per week; and, one-quarter seniority for employees working less than 10 hours per week. For example, someone employed for 25 hours/week and working 112 calendar days would have a seniority multiplier of .5 x .75, which equals .375 years of seniority.

Calendar Days of Employment	Seniority Credit Multiplier
120 or more	1.0
60-119	0.5
60 or less	0.00

2. The Board shall prepare, maintain, and post the seniority list. The seniority list shall be updated, revised, and posted in all buildings of the District by the end of January and the end of August of each year. A copy of all seniority list revisions shall be sent to the Association President for written verification before posting or use in layoff. Seniority will accumulate June 30<sup>th</sup> of each year.
3. Hours worked outside the bargaining unit shall not be used for seniority purposes or for establishing a date of hire.
4. Seniority shall be lost by an employee upon termination, resignation, or retirement from a position within the bargaining unit. Seniority will continue to accumulate while the employee is on layoff.
5. Only members of the bargaining unit shall accrue seniority within the unit.
6. Taking a position outside the bargaining unit within the District shall not constitute an interruption in service with the District. An employee who takes a position outside the bargaining unit shall retain bargaining unit seniority for a period of one (1) year after taking the position outside the bargaining unit. Additional seniority shall not accrue while the employee works outside the bargaining unit during the one (1) year period.
7. If two or more employees have the same seniority and the same date when

they first began working, their tie will be broken by using the last four digits of their social security numbers. The employee with the highest number in the last four digits shall have the highest seniority. If two or more employees have the same seniority and different dates when they first began working, the employee with the earlier first working date will be considered as having more seniority. If two or more employees have the same date when they first began working but different seniority as a result of working different contracted hours, the employee with the most seniority shall be more senior. Any changes in seniority ranking shall be sent to the Association President for written verification before posting or use in layoff.

8. Employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one full year on an unpaid leave of absence.
  9. Hours worked in an overload paraprofessional position shall accrue seniority. This seniority is solely for the purpose of filling vacancies. Seniority shall not be calculated on a regular basis. The seniority earned as a result of employment in an overload position shall be reflected on the seniority list in a separate column.
  10. The seniority list in effect upon ratification of this Agreement shall be controlling in all future situations involving seniority.
- B. In the event it becomes necessary to reduce the number of bargaining unit members, the process governing such reduction shall be as follows:
1. No employee shall be laid off pursuant to a necessary reduction in the work force unless he/she is notified of said layoff at least thirty (30) calendar days before the effective date of layoff.
  2. The employee affected by the position elimination or a significant hour reduction, as defined by Paragraph B. 4 of this Article, shall be the least senior in his/her Category, except when senior employees do not qualify for the position. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly-created position. The employer shall ask all employees affected if anyone would accept a voluntary layoff. The person accepting a voluntary layoff shall maintain all his/her contractual rights to seniority and/or recall subject to the provisions of this agreement.
  3. Employees whose positions have been eliminated due to a reduction in the work force or who have been affected by a layoff, or otherwise displaced shall have the right to displace less senior employees as follows:
    - a. Members will select jobs in the seniority order, pursuant to the

provisions of Article 8.B.3.b.-c. In no event will a member be permitted to select a position that is more than 2.5 hours than the position the employee held before being displaced.

- b. Category 4 (or highest Category involved) persons will begin. For example, the highest-senior person will have their choice of any Category 4 position with comparable hours. (*Comparable hours* are number of hours needed to maintain current level of benefits), for which they are qualified and for which they have higher seniority than the incumbent OR they may choose to move down to a Category 3, 2, or 1 position. In this case however, they must wait until any higher senior displaced Category 3, 2 or 1 member has chosen a position. The same process will be used when a Category 3, 2, or 1 member has been displaced.
  - c. All positions in Category 4 and Category 3 must be filled by existing Category 4 and Category 3 persons as long as the hours are comparable, the employee has higher seniority and meets the qualifications of the position.
4. In the event of a reduction of the work hours, of more than five (5) hours per week, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority than the employee he/she seeks to replace and meets the qualifications of the position. In no case shall a reduction in any employee's hours take effect until the Board provides ten (10) workdays written notice to the affected employee(s). The employee's failure to respond in writing, within three (3) workdays of the receipt of a notice of hour reduction to the Superintendent of his/her desire to exercise displacement rights, forfeits his/her right to displace and the hours will be reduced.
- C. Employees shall be recalled in reverse order of their seniority to any position for which they are qualified that has *comparable hours* to the position they held before their layoff/displacement.

The District shall notify employees of recall by certified mail. Employees shall have seven (7) calendar days to respond to said recall notice per the provisions of Article 8.C.2. Failure of the employee to respond within seven (7) calendar days shall constitute a break in his/her seniority, and shall result in voluntary termination.

1. An employee being recalled may meet with the Superintendent or designee to review the qualifications required in the available position. If the Superintendent or designee determines that the recalled employee is not qualified for the vacant position, the employee shall remain on the layoff list with no penalty. If the employee disagrees with the determination, he/she

shall be able to exercise his/her rights under Article 3 of this Master Agreement.

2. The employee shall have four (4) options to choose from during the notice of recall process. Those options are as follows:
  - a. Accept the notice of recall with comparable hours to the position the employee held before layoff/displacement.
  - b. Reject the notice of recall while retaining future rights of recall. Such rejection shall not waive the employee's right to be recalled in the future, pursuant to the seniority and recall provisions of the agreement. However, any employee who is either receiving or is eligible to receive unemployment compensation benefits and selects this option waives all rights to unemployment benefits during the remainder of his/her period of layoff, as all parties recognize that the District has offered the employee suitable employment in the same category with comparable hours but in a different position (for example, the Paraprofessional held an ESL (English as a Second Language) position versus a Special Education position before the layoff/displacement.
  - c. Ask for and may be granted a leave of absence for the remainder of the school year.
  - d. Reject the notice of recall and be terminated from employment. The employee voluntarily waives all rights of recall in the future.
  - e. Acceptance of an overload assignment shall not constitute a waiver of an employee's right to be recalled to an assignment pursuant to the terms of this Article, as by nature, overload positions are temporary and terminate at the end of each school year. Furthermore, the employee is under no obligation to accept an overload assignment if such an assignment becomes available. However, the employee shall not be considered on layoff for the number of hours the employee works in an overload position, should the employee agree to accept such a position.
3. Employees on layoff shall retain seniority for the purpose of recall for a period of two (2) years. Any employee on layoff for more than two (2) years shall lose his/her seniority and shall be considered terminated.
4. Those members who, due to the layoff and displacement process, are employed in a category or position different from the one they were displaced from shall have the first right to return to their pre-layoff position if that

position becomes vacant or is fully restored during their two (2) year period of retaining seniority for recall purposes.

5. Accumulated seniority and sick leave will be retained for those re-employed within two (2) years following layoff.

### **ARTICLE 9: VACANCIES/TRANSFERS**

- A. For purposes of this Agreement, a “vacancy” shall be defined as a Board-authorized position which is unfilled and to which no bargaining unit member has a right to return to (i.e., from leave of absence or recall), or when the authorized hours for a position increase five (5) or more hours per week.
- B. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly-created position shall be publicized by giving written notice to the Association President, and the Superintendent or designee will provide an appropriate posting in every school building.
  1. No vacancy shall be filled on a permanent basis until ten (10) work days after such notice has been given.
  2. When school is not in session, all vacancies shall be posted in the Central Administration Office as described above for at least ten (10) work days before being filled.
  3. If a vacancy is to be filled through recall of an employee on layoff in the same category, Section B of this Article does not apply.
  4. The ten (10) work day period in Section 1 above, will be reduced to five (5) work days for Special Education paraprofessional postings during the period of August 1 to November 1.
  5. The ten (10) day period will begin from the date a posting is placed on the District’s website.

The paper copy of the job posting will indicate the date the posting was placed on the District’s website and the date the posting is closed.

Copies of the posting(s) will be provided to the Association President and the secretaries in each building at the time of the posting.

- C. Any employee may apply for a vacancy or new position by submitting a letter of application to the Central Administration office. In the recruitment, selection, and appointment to vacant positions within the District, the Board shall recruit, select, and appoint from within the ranks of its employees whenever practicable.

In the selection and appointment process, the finalists among the internal and external candidates shall be chosen as follows:

The position will be awarded to the most qualified individual taking into account his/her knowledge, skills, ability, and experience.

If the candidates are equally qualified and one is internal, the internal candidate shall be offered the position. If more than one of the equally-qualified candidates is internal, the employee with the most seniority shall be offered the position.

The Board will not bypass current employees in the bargaining unit who apply except to hire a more qualified applicant. The most qualified applicant will be offered the position.

- D. When an internal employee is selected for a new/vacant position, s/he will be granted a three (3) week (15 working days when students are in the building) trial period [which includes ten (10) working days when the employee's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine: (1) the ability to perform on the job and (2) the desire to remain on the job. The trial period shall be extended for ten (10) additional working days upon mutual written agreement of the Board and the Association.

During the above trial period, the employee shall have the opportunity to revert to the employee's former position. If the employee's job performance in the new position is determined to be unsatisfactory by the Board, notice of such a finding and reasons shall be given to the employee in writing before the employee is returned to their former position, with the employee having the right to grieve the Board's decision, through Step Three of the Grievance Procedure only.

No action to remove said employee from the position will take place until such time that the grievance process has been completed through Step 3 or should the employee fail to file the grievance on time.

- E. Within ten (10) work days after the expiration of the posting period, the Board shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association President. Any reasonable request for extension of this time line shall be mutually agreed to by the Association President and the Superintendent or designee.
- F. The Board recognizes that the involuntary transfer of employees should be kept to a minimum and agrees that, if the employee requests, its representative will meet with the employee to explain the reasons for the transfer. The Association recognizes that overload teacher paraprofessionals who are assigned to classrooms may be



transferred due to overload changes and that this provision shall not apply.

- G. When a vacancy is intended to be filled on a permanent basis, the District shall have the right to place a substitute in the position. However, the District will NOT continue the use of a substitute beyond sixty (60) work days.

#### **ARTICLE 10: EMPLOYEE RIGHTS AND PROTECTION**

- A. Any reasonable complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record.
- B. Upon request, an employee shall be entitled to have an Association representative present when being reprimanded or disciplined for any infraction of rules or delinquency in performance.
- C. The Board recognizes the concept of progressive discipline and agrees that no employee who has completed his/her probationary period shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such reprimand, discipline, or reduction in rank or compensation shall be done privately.
- D. Employees shall have the right upon request, twice a year, to review the contents of their own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. A written statement, for inclusion in the personnel files, may then be made in the presence of the Superintendent or designee. "Personnel record" means a record kept by the District that identifies the employee, to the extent that the record is used or has been used, or may affect or be used relative to that employee's qualifications for employment, promotion, transfer, additional compensation, or disciplinary action. A personnel record shall include a record in the possession of a person, corporation, partnership, or other association who has a contractual agreement with the District to keep or supply a personnel record as provided in this subdivision.
- E. Employees believing that material contained in their personnel files is false or incorrect may, at their option, attach a statement to the material outlining their disagreement with the material. Any material which forms the basis of any disciplinary action against an employee, and which the employee believes to be false or incorrect, shall be subject to the grievance procedure. When, in the employee's opinion, misleading or inaccurate documentation is to be inserted into the employee's personnel file, he/she shall have the option to submit a written notation which specifically identifies the statements believed to be inaccurate or misleading and which provides the employee's version with regard to said statement. Such notation shall be submitted within seven (7) work days of receipt of said documentation and shall be attached to same.

- F. Any warning or reprimand involving a minor infraction in an employee's personnel file which does not relate to a recurring incident within a two (2) year period from the date of such warning or reprimand, or does not relate to unprofessional conduct, can be removed from the personnel file by the Superintendent or designee at the written request of the employee. Said warning or reprimand shall not thereafter be used in a future disciplinary action against the employee.
- G. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall be interpreted to mean that the employee has reviewed the materials in question.
- H. The Board agrees, upon the discharge, suspension, or demotion of an employee, to promptly notify the Association President and the employee of the discharge, suspension, or demotion in writing.
- I. Grievances involving an appeal of discharge, suspension, or demotion shall be initiated directly to Level Three within seven (7) work days of receipt of the written notice provided above.
- J. The parties agree to abide by the Public Employment Relations Act and all other laws, statutes, and the constitutions of the United States and the State of Michigan.
- K. The Board agrees not to discriminate against or between employees because of Race, Religion, National Origin, Age, Gender, Marital Status, Political Activity, Sexual Orientation, or Disability.

## **ARTICLE 11: LEAVES**

### **A. Paid Leaves**

#### **1. Sick Leave**

Each employee covered by this Agreement shall accumulate one (1) sick leave day, for each month or major portion of each month worked for a total of ten (10) days per fiscal year, in an individual sick leave bank with a maximum accumulation of 120 days. Probationary employees accumulate sick leave but shall not be granted unearned sick leave days until they have completed their probationary periods. Should an employee leave the unit before accruing the credited days used, sick pay for those days shall be deducted from any final wage payment due to the employee at separation. Sick leave days shall be granted for the following reasons:

- a. **Unable to Perform Duties.** When the employee is unable to perform the essential functions of his/her job due to illness, pregnancy, or

disability.

- b. **Illness in the Immediate Family.** "Immediate family" shall include the employee's mother and father, father-in-law and mother-in-law, spouse, children, step-children, legal guardian or ward, grandchildren, grandparents, brother and sister. An employee may be granted a maximum of ten (10) work days per school year for illness in the immediate family. Additional unpaid days may be available under the Family and Medical Leave Act (see Appendix B).
- c. **Medical Appointments.** As used in this Agreement, this term applies to time necessary to fulfill dental as well as medical appointments when such appointments cannot be made at any other time, subject to approval by the immediate supervisor.
- d. **Disability Leave.** When an employee is required to interrupt his/her employment on the advice of his/her physician due to disability, upon written request and written verification by the physician, the employee shall immediately be granted a disability leave. An employee returning from a disability leave will be required to furnish a medical statement to the Superintendent or designee from the employee's physician indicating that he/she is physically able to return to work. An employee shall return to work on the day specified by his/her physician, except when it is mutually agreed by the employee and the Board for him/her to extend his/her leave through an unpaid leave request. The employee must use his/her sick days to be eligible for long term disability benefits. For paid leaves of one year or less, the employee shall be able to return to his/her former position. For paid leaves of more than one year, the employee will be returned to a comparable position. A comparable position shall be defined as a position within one hour more or less and within the same category as the employee's position prior to the leave for which the employee is qualified. If the position has changed or been eliminated or the employee is no longer qualified, then displacement rights will be in effect. Employees will accrue seniority during the time they are using days from their sick leave bank. The past practice of paying disabled employees 60% of their pay beginning immediately after exhaustion of the employees' accumulated sick leave until LTD insurance benefits begin shall be changed effective July 1, 2002. Instead, disabled employees who have exhausted accumulated sick leave days must serve a waiting period of an additional ten (10) work days without pay, and then the Board will pay the employee 60% of the employee's regular pay until LTD insurance benefits begin. To be eligible for such wage continuation payments, the employee must

have the District's Certification of Health Care Provider form completed by the employee's physician and turned into the Superintendent or designee.

- e. The Board shall pay for any health or medical examinations that are a condition of employment. The examinations are to be taken on the employee's own time, if possible. The examinations shall be conducted by a physician of the employer's choice.
2. **Notification of Illness or Disability.** Employees who are unable to perform their duties because of illness or disability shall notify their immediate supervisor before the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
3. **Verification.** The Board may request a doctor's verification of illness or disability upon the fifth (5th) day of absence.
- a. **Jury Service.** Employees called for jury duty during work hours shall be paid their full salary. These days are not chargeable against the sick-leave bank. The employee shall reimburse the District the amount of compensation less court reimbursed expenses received for jury duty within ten (10) work days of receipt of same.
  - b. **Court Appearances.** Leave of absence with pay not charged against leave time shall be granted for court appearances as a witness in connection with an employee's employment or whenever the employee is subpoenaed to attend any court proceeding related to his/her employment or the school provided the employee is not testifying against the District or is the plaintiff in the proceeding. If the employee receives court pay, the employee shall reimburse the district the amount of compensation less court reimbursement expenses received from said court or agency within ten (10) work days of receipt of same.
4. **Personal Business.** Each employee covered by this Agreement shall be granted two (2) personal business days per year for the purpose of attending to, or caring for, personal business which by its nature cannot be scheduled outside of the regular workday. Personal business days shall not be used to extend a holiday, or to extend a period when the school is not in session, nor shall personal business days be granted for the purpose of other employment, child care, or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (½) day

increments. The use of the personal business days shall be arranged with the employee's immediate supervisor before the use of such days by the submission of written application with as much advance notice as possible. Any unused personal business leave shall be added to the employee's accumulated sick leave each year.

5. **Bereavement Leave.** Each employee covered by this Agreement may use a maximum of five (5) days per year for each death in the employee's immediate family. "Immediate family" shall include the employee's mother and father, father-in-law and mother-in-law, spouse, children, step-children, legal guardian or ward, grandchildren, grandparents, brother or sister. These days when taken, will not be deducted from sick leave. Time off with pay, not to exceed one (1) day, may be granted for attendance at the funeral service of a person whose relationship warrants such attendance. Notification to the immediate supervisor of leave for a funeral or a death is expected as soon as practical.

## **B. Unpaid Leaves**

The following leaves of absence, without pay or benefits, may be granted by the Board upon written request of the employee for a period of sixty-one (61) days or more, not to exceed one (1) year. At the request of the employee, the leave may be extended for an additional year at the discretion of the Board. The Superintendent may grant unpaid leaves of sixty (60) or fewer days.

1. **Prolonged Illness.** An employee may be granted an unpaid leave of absence for a prolonged illness or disability of the employee or in the employee's immediate family as defined in Section A.1.(b).
2. **Child Care/Adoptive/Parental Leave.** An employee may elect to take a child-care/adoptive/parental leave up to a maximum of one (1) year for children through the age of three.
3. **Other Leaves.** Other leaves of absence may be granted by the Board upon written request of the employee. Denial of said leaves shall be subject to the grievance procedure up through, but not beyond, Level Three of the procedure.
4. **Return from Unpaid Leave.** When an employee returns from an unpaid leave of absence of one (1) year or less, the employee shall return to the same position he/she left. If the position no longer exists, the employee shall exercise his/her rights to displace as provided in Article 8.B.3. If the unpaid leave of absence is for more than one year, the employee may return to the first comparable open position in his/her category.

5. **Conditions for Leaves of Absence.** Unless otherwise indicated, the following conditions shall apply for leaves:
- a. Requests for leaves shall be in writing.
  - b. All leaves shall be limited to one (1) year or less, unless otherwise specified.
  - c. Salary increments shall not accrue while on an unpaid leave of absence, however, employees shall accumulate seniority at the same rates as if they had not been on leave, for all paid leaves of absence, periods of layoff and for one full year on an unpaid leave of absence as identified in Article 8.A.8.
  - d. Sick leave days shall not accrue while on leave, but unused sick leave days held at the start of the leave shall be reinstated upon return from leave.
  - e. All fringe benefits paid by the Board will cease at the commencement of an unpaid leave unless continuation of payment is required by law. Employees may, at their own expense, continue coverages of certain insurances for a period of time as defined under COBRA.
  - f. To facilitate planning an efficient operation of the District's employees on leave shall notify the Board, in writing, at least fifteen (15) work days prior to the end of the leave, if their intent is to return to work. Failure to notify shall be deemed conclusive of resignation.
  - h. Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with health insurance coverage maintained for one or more of the following reasons:
    - (1) due to the birth of the employee's child in order to care for the child;
    - (2) due to the placement of a child with the employee for adoption or foster care;
    - (3) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or

(4) due to a serious health condition that renders the employee incapable of performing the functions of his or her job. A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves: (1) in-patient care in a hospital, hospice, or residential medical care facility, or (2) continuing treatment by a health care provider. Any leave taken under this Agreement for the above purposes shall be charged against the employee's leave entitlement under the Family and Medical Leave Act at the election of either the Employer or the employee. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

i. In the event of the death of the person for whom the employee took a leave, the leave shall be terminated fifteen (15) work days after receipt of the employee's request to return to work.

#### **ARTICLE 12: HOLIDAYS**

A. Employees shall have the following days off with pay:

Labor Day (provided the employee is scheduled to work prior to Labor Day), Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day, Martin Luther King, Jr., Day, Presidents Day, and Memorial Day.

B. To receive holiday pay, the employee shall work the last scheduled workday preceding the holiday and the first scheduled work day following the holiday unless specified otherwise or unless the absence is excused in writing by the Superintendent or his/her designee.

C. If a holiday falls on an employee's regularly scheduled day off, the employee who is eligible for the holiday shall be paid full holiday pay for that day.

D. Holiday pay shall be determined by multiplying an employee's regular straight time hourly rate times the number of hours he/she is regularly scheduled to work each week divided by five.

#### **ARTICLE 13: COMPENSATION**

A. Wages of all employees covered by this Agreement are set forth in Appendix A, which is attached hereto and incorporated in this Agreement.

Employees may be granted credit on the salary schedule for similar outside experience up to five (5) years. Additionally, new employees may be granted

additional credit on the salary schedule of two (2) steps for 60 (sixty) semester hours of college credit; up to three (3) steps for 90 semester hours of college credit; and up to six (6) steps for 120 semester hours of college credit.

If an employee disagrees with the amount of credit he/she is granted, he/she may appeal this decision to the Superintendent.

- B. All employees shall be paid during the school year (21 pays) unless a signed written election form is submitted to the payroll department electing twenty-six (26) pays.
- C.
  1. Time and one-half (1½) will be paid for all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned, provided that such overtime has been authorized.  
  
Any time worked beyond the hours the employee is regularly scheduled to work, as authorized by the building supervisor, shall be paid according to the employee's hourly rate of pay. All unscheduled work hours shall be arranged in advance by mutual agreement of the employee and the immediate supervisor.
  2. Time and one-half (1½) will be paid for all hours worked on Saturday and Sunday. Double time will be paid for all holidays worked.
  3. If the employee and the immediate supervisor mutually agree, time off with pay shall be granted in lieu of overtime pay at the same rate of overtime.
- D. Any employee who is assigned temporarily to the duties of another employee in another category which earns a lower rate of pay shall receive his/her regular rate of pay for the period he/she assumes such assignment.
- E. Any employee who is assigned temporarily to the duties of another unit member in another category which earns a higher rate of pay for more than five (5) consecutive days shall receive the rate of pay at the first step which is greater than his/her current rate of pay for the duration of the temporary assignment and retroactive to the first day of said assignment.
- F. The Board shall pay the legally-mandated contribution to the Michigan Public Schools Employees Retirement Fund. MIP elections will be paid by the employee.
- G. An employee who separates from the employment with the Board for retirement purposes after ten (10) years of service with the District, in accordance with the provisions of the Public School Employees Retirement Act, shall receive a lump sum payment not to exceed four thousand five hundred dollars (\$4,500.00) computed at the rate of \$55 per day for the employee's accumulated sick leave days.



In the event of the death of an employee, who has given notice of retirement and who is eligible to receive terminal leave under the preceding paragraph of this Article, the benefit will be paid to the beneficiary designated, in writing, by the employee. If there is no written beneficiary designation on file with the District at the time of the employee's death, the benefit will be paid according to the priorities specified in MCL 408.480.

- H. Whenever an employee has left the Board's premises and is required to return to work after the completion of the employee's regularly-scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours' pay at the employee's straight time hourly rate, whichever is greater.
- I. All employees who attend staff meetings on a compensated basis consistent with Article 5.E. will be paid for such time at their regular hourly rate.
- J. Any employee voluntarily attending a course, workshop, or training session relating to his/her present classification may have fees, tuition, supplies, and other reasonable related expenses reimbursed by the Board, provided that the request for reimbursement has prior written approval of the immediate supervisor and Superintendent or designee.
- K. The Job Review Committee shall consist of three (3) administrators as determined by the Superintendent's designee and three (3) bargaining unit employees as determined by the Association President.

The Job Review Committee will meet within ten (10) business days of a written request by the Association President or the Superintendent's designee to address whether a bargaining unit position is improperly classified for Article 1.B. categories. This meeting deadline may be extended upon mutual agreement of the parties.

If the Committee determines that the position should be re-classified into a different Article 1.B. category, the Committee's written decision and supporting rationale shall be submitted to the Superintendent for review within sixty (60) calendar days of the written request. The Committee's recommendation shall be submitted to the Board for action. Any wage adjustment shall be effective on the date of the written request.

#### **ARTICLE 14: EVALUATION PROCEDURE - See Appendix C**

- A. An evaluation of the work of employees shall be in writing and in accordance with the following:
  - 1. At least once in a two (2) year period, school principals, or other administrators, shall submit written evaluations of the performance of each

employee under their supervision. They shall consist of a rating and descriptive statements of the employee's performance as indicated on the evaluation form provided in Appendix C. If a paraprofessional is directly assigned to classrooms, the classroom teacher may be requested, by the immediate supervisor, to contribute to the evaluation. However, the responsibility for the content of an evaluation lies solely with the administration.

2. All evaluations shall be discussed with the employee before they are submitted to the Superintendent or designee and shall bear the signatures of the immediate supervisor, the employee, and any other supervisory persons who evaluated the work of the employee. Employees are required to sign the evaluation to indicate they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it within five (5) work days after it is reduced to writing. An employee's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the employee is familiar with it.
3. After consultation with the immediate supervisor, or designee, or other supervisory persons who have been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Similarly, after consultation, the evaluator will have the right to revise, modify, or otherwise change the written evaluation prior to affixing any signatures and prior to transmitting same to the Superintendent. Such remarks shall be attached to the original evaluation and shall contain the signatures of both the employee and the person(s) preparing the evaluation.
4. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.

## **ARTICLE 15: WORKING CONDITIONS**

### **A. Hours**

1. The normal work week shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday, inclusive.
2. Employees shall be provided at least seven (7) calendar days' notice of any change in the normal starting and/or quitting time.
3. The Board retains the right to schedule work for less than eight (8) hours per day or forty (40) hours per week.
4. All employees, including those individuals assigned to a specific student, shall be allowed a rest period away from their assignment for each three and

one-half (3½) consecutive hours of work, not to exceed fifteen (15) minutes each time. The period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose.

5. Employees working overtime shall receive an additional fifteen (15) minutes of relief for every three (3) hours worked.
  6. All employees, including those assigned to an individual student, shall be allowed an unpaid thirty (30) minute duty-free lunch period during which they may leave the building and school premises provided the principal is notified.
- B. The yearly work calendar shall be the same as the student calendar except that unit employees shall also work on two (2) designated one-half (½) student days or four (4) late start days of two (2) hours each during the time students are not in session for purposes of professional development or as otherwise assigned by the Board, plus commencement day or, if longer, the normal academic year of the program to which the employee is assigned.
1. The professional development days will be identified by the District by September 20<sup>th</sup> of each year or upon adoption of the school year calendar, whichever occurs later.
  2. Any additional work time on student half-days must be approved in advance by the Superintendent or designee. In addition, the work year may be extended by the Superintendent or a designee.
  3. If the work year is extended more than five (5) working days the position will be posted.
  4. Any time a paraprofessional's District-required or State-mandated professional development time exceeds two (2) designated one-half (1/2) students' days, the paraprofessional will be compensated at his/her regular hourly rate for the additional hours.
- C. Elementary and secondary library paraprofessionals will be assigned an additional five (5) days of work during the school year to be used to facilitate library services such as opening the library, closing the library, cataloging, etc.
- D. Whenever schools are closed due to severe weather or other emergencies, all employees shall not report for work as usual unless specifically directed to do so and shall be paid the normal day's pay even though no work is performed. If all schools are dismissed, after employees have reported for work, because of severe weather or other emergencies and if the immediate supervisor's work is terminated for that day because of those conditions, the employee's work shall terminate for that day concurrent with the immediate supervisor's and the employee shall be paid

the normal pay even though fewer hours have been worked. Exceptions may be made with respect to specific designated employees, such as security officers, who may be required to work. Employees requested to report for work when a school or other facility is closed under this provision for any emergency reason during such conditions shall be compensated at one and half (1½) times their regular hourly rate of pay.

Compensation (in any form) will not be issued for make-up days/hours which have to be rescheduled to replace canceled days/hours in order to receive full state aid payment.

- E. During the last month of school, employees will receive written notice of employment for the coming year from the Superintendent or designee. Such notice shall include the building to which the employee is tentatively assigned as well as the normal starting and quitting times.
- F. The Board agrees to provide a locked area for personal belongings.
- G. Elementary library paraprofessionals shall not be required to supervise more than two (2) recesses per week as part of their regular duties.
- H. No paraprofessional shall be required to dispense medication or perform nursing procedures or perform physical restraints on students without training regarding the procedure. If required to perform these functions, paraprofessionals will be provided training deemed necessary by the administration for their duty performance at the district's expense. Paraprofessionals will be compensated for their additional time consistent with Article 13.
- I. When a paraprofessional is assigned to a student who needs services which would expose the paraprofessional to bodily fluids, the paraprofessional shall be provided with the necessary equipment and/or garments to ensure universal precautions are followed. Universal precautions training shall be provided to all paraprofessionals who may be exposed to bodily fluids within thirty (30) calendar days of employment.

#### **ARTICLE 16: INSURANCE**

- A. The Board agrees to make premium contributions on behalf of each employee working thirty (30) or more hours a week for the following insurance programs:

- 1. Health/Medical Insurance

Health plan coverage shall be MESSA Choices II \$300/\$600 in-network deductible PAK which includes hospital, medical and surgical protection with a \$20 office visit co-pay, \$25 urgent care co-pay, \$50 emergency co-pay, and Saver RX or MESSA ABC Plan 1 with a Board contribution to an

employee's health savings account of \$910 for single subscribers and \$1,820 for two-person or family subscribers.

Employees who elect to receive health insurance benefits will pay 20% of the medical benefit plan costs on a 12-month basis to be payroll deducted. The Board will pay 80% of the medical benefit plan costs. Bargaining unit members that elect MESSA Choices II, rather than MESSA ABC Plan 1, shall additionally pay 100% of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1.

For new hires after August 1, 2010, the Board will only pay 80% of the medical benefit plan costs of the single subscriber health insurance benefit (which is less the 20% employee premium share cost) after the new hire has worked ninety (90) calendar days for the District. If the new hire wants two-person or full-family health insurance coverage, he/she must pay the cost differential from the single subscriber medical benefit plan costs.

Cash Option: The Board shall provide a cash option in lieu of health benefits. The amount of the cash option shall be \$250 per month in an adopted, qualified plan which complies with Section 125 of the Internal Revenue Code. The monthly amount will increase to three hundred dollars (\$300) if the number of employees not enrolling in health insurance increases to 30 or above. The number of employees not taking health insurance will be calculated once a year on January 1.

The Board will also provide the same Dental, Vision, Income Continuation Plan, and Life insurance as specified above under Plan A.

The hospitalization plan shall not include any coverages which the Employer is prohibited from funding under the State School Aid Act. Employees may, with the consent of the insurance carrier and underwriter, elect to purchase such coverage(s) at employee expense.

2. Part-time employees who work seventeen and one half (17 ½) or more hours per week may participate in the benefits described in Section A., above, whereupon the Board shall bear the cost represented by the percentage of thirty (30) hours per week worked by the employee. The remaining cost will be paid by the employee through payroll deduction.
3. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect the cash option specified in A.1. of this Article.

4. Dental Insurance  
The Employer shall pay the full premium of a dental insurance program at 100% of Class I benefits, 80% of Class II benefits and 80% of Class III benefits with a \$1,500 maximum, and orthodontics 80% with a \$1,500 lifetime maximum as provided by Delta Dental Insurance. The premium shall be paid by the Employer for the full twelve months, provided the employee completes the full school year.
5. Vision  
MESSA/vision service plan VSP-3 (including eligible dependents).
6. Income Continuation Plan (LTD) MESSA Negotiated LTD Plan Highlights:
  - 60% benefit level
  - \$5,000 maximum monthly benefit
  - Minimum maximum benefit 5%
  - Freeze on offsets such as social security
  - 90 calendar day modified fill (CDMF) waiting period or exhaustion of accumulated sick leave whichever is greater
  - 24 month own occupation waiver
  - No COLA increase

The amount paid by the Employer toward benefits (including health, dental, vision, life and LTD) or the cash option will be prorated for those working at least seventeen and one half (17½) hours per week but less than thirty (30) hours per week.

All insurance coverage is subject to the terms and conditions of the respective policy. It is the responsibility of each employee to be properly enrolled.

7. Life  
Group life insurance in the amount of \$10,000 plus AD&D through a carrier selected by the Board.
8. Coverage on the above benefits shall be for a full twelve (12) months; it being expressly understood that full twelve (12) months' coverage is dependent upon completion of the employee's work year.

If an employee resigns from employment after the end of a school year and before the start of the next school year, the insurance shall be continued through August 31 of that year, unless the employee becomes employed elsewhere prior to August 31. Provided, that an employee who resigns and waives insurance for the months of July-August shall receive \$500. The waiver must be in writing and furnished to the District by May 15

9. All insurance coverage is subject to the terms and conditions of the

respective policy. It is the responsibility of each employee to be properly enrolled.

In the event the District convenes a joint labor management committee to study the insurance cost issue with the Board of Education, encompassing district-wide coverage, the Association will be so notified and will retain continuing participation on said committee for its duration.

10. The Board agrees to deduct premiums for tax-sheltered annuities solely paid for by the employee and remit such premiums to the designated insurance company.

B. Each employee will be covered by the Worker's Disability Compensation Act and the Board further agrees to pay the injured employee the difference between his/her regular weekly income based on forty (40) hours or on the employee's normal work week if less than forty (40) hours, and the amount to which he/she is entitled under provisions of the Worker's Disability Compensation Act. Such payments will be charged against sick leave on a pro rata basis computed on the relationship of the differential pay to his/her regular weekly pay until the sick leave is exhausted.

The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months. The employee will not continue to accrue sick leave, personal leave, or vacation time while on worker's compensation.

#### **ARTICLE 17a: CONTINUING EDUCATION**

A. A Continuing Education Committee is established and shall consist of two (2) administrators and (3) three bargaining unit members.

1. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.

B. An employee shall submit an application for training and/or education to the Superintendent or designee with copies to his/her immediate supervisor after approval. The continuing education form is available in the schools or from the Association President.

1. Upon receipt of an application for training and/or education, the Superintendent or designee shall have ten (10) work days within which to render a decision on the request.

C. Upon successful completion of each 4.0 unit block of training and/or course work, (each college credit = 1 unit\*) the Board agrees:

1. To increase the bargaining unit member's hourly rate of pay by \$0.10.
2. Payment for credit blocks on record\*\* as of August 1 of each year shall be paid in the form of a stipend on the second pay day following September 1. The stipend payment is calculated as follows:

The number of 4.0 unit blocks X \$0.10 x daily hours worked x ½  
the number of days scheduled to be paid for the employee's  
position for the current school year

Payment for credit blocks on record\*\* as of January 1 of each year shall be paid in the form of a stipend on the second pay day following January 1. The stipend payment is calculated as follows:

The number of 4.0 unit blocks X \$0.10 x daily hours worked x ½  
the number of days scheduled to be paid for the employee's  
position for the current school year

3. To reimburse the bargaining unit member for registration fees, tuition, books, lab fees, supplies, and other expenses approved in advance of training up to a maximum of \$100 in any fiscal year. The committee shall approve not more than \$4000 in such expenses for the entire bargaining unit in any fiscal year.

\*For credits earned prior to July 1, 2001, each semester hour of college classes shall count as one and one half (1½) units and each quarter hour shall count as one (1) unit.

\*\*"On record" is defined as receipt of transcripts reflecting a grade of 2.5 or better for college courses or receipt of signed course completion form for non-graded courses.

4. Expenses which were incurred but were not approved by the committee initially may be submitted for payment prior to June 1 in any fiscal year.
  5. Continuing Education incentives earned prior to this contract shall remain in place.
- D. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the *Continuing Education Reimbursement Form* together with the *Course Completion Form* and/or transcript where applicable to the Superintendent or designee with copies to the immediate supervisor and continuing education committee.
- E. Successful completion shall be defined as a minimum of 2.5 (C+) grade for college, university or other graded courses and a Course Completion Form signed by the instructor for non-graded courses.



1. Failure to successfully complete training or coursework shall result in District reimbursement of any monies paid in advance of training.

F. Training and course work shall be measured in unit blocks which will be assigned by the committee in accordance with the formula below:

HOURS	UNIT
1	.1
2	.2

HOURS	UNIT
3	.3
4	.4
5	.5
6	.6
7	.7

HOURS	UNIT
8	.8
9	.9
10 or 1 credit	1.0
20 or 2 credits	2.0
30 or 3 credits	3.0
40 or 4 credits	4.0

G. The bargaining unit member shall confirm the completion of the required hours with the Human Resources Office when he/she has completed 4.0 units of education and/or training. The Human Resources Office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour.

H. Course work, in-service training, workshops, or conferences where the Board is paying the employee either a salary or a stipend to attend shall not qualify for credit under the terms of this article.

I. In-services, conferences, or workshops reimbursed by the District as a conference (requested on a conference form) shall not qualify for credit under the terms of this Article.

J. Under the No Child Left Behind Act (NCLB) and State of Michigan requirements, the parties agree to allow all current employees hired prior to July 1, 2004 the option to be "highly qualified" under the provisions of NCLB through either the WorkKeys Test, Completion of sixty (60) hours of college credit or completion of a portfolio.

#### **ARTICLE 17b: CONTINUING EDUCATION**

(Changes are effective July 1, 2019 – prior language until then)

- A. A Continuing Education Committee is established and shall consist of two (2) administrators and (3) three bargaining unit members.
  - 1. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.
- B. An employee shall submit an application for training and/or education to the Superintendent or designee with copies to his/her immediate supervisor after approval. The continuing education forms are attached as Appendices.
  - 1. Upon receipt of an application for training and/or education, the Superintendent or designee shall have ten (10) work days within which to render a decision on the request.
- C. Upon successful completion of each 4.0 unit block of training and/or course work, (each college credit = 1 unit\*) the Board agrees:
  - 1. To increase the bargaining unit member's hourly rate of pay by \$0.10.
  - 2. To reimburse the bargaining unit member for registration fees, tuition, books, lab fees, supplies, and other expenses approved in advance of training up to a maximum of \$100 in any fiscal year. The committee shall approve not more than \$4000 in such expenses for the entire bargaining unit in any fiscal year.
    - \*For credits earned prior to July 1, 2001, each semester hour of college classes shall count as one and one half (1½) units and each quarter hour shall count as one (1) unit.
    - \*\*"On record" is defined as receipt of transcripts reflecting a grade of 2.5 or better for college courses or receipt of signed course completion form for non-graded courses.
  - 3. Expenses which were incurred but were not approved by the committee initially may be submitted for payment prior to June 1 in any fiscal year.
  - 4. Continuing Education incentives earned prior to this contract shall remain in place.
- D. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the *Continuing Education Reimbursement Form* together with the *Course Completion Form* and/or transcript where applicable to the Superintendent or designee with copies to the immediate supervisor and continuing education committee.

E. Successful completion shall be defined as a minimum of 2.5 (C+) grade for college, university or other graded courses and a Course Completion Form signed by the instructor for non-graded courses.

1. Failure to successfully complete training or coursework shall result in District reimbursement of any monies paid in advance of training.

F. Training and course work shall be measured in unit blocks which will be assigned by the committee in accordance with the formula below:

<b>HOURS</b>	<b>UNIT</b>
1	.1
2	.2

<b>HOURS</b>	<b>UNIT</b>
3	.3
4	.4
5	.5
6	.6
7	.7

<b>HOURS</b>	<b>UNIT</b>
8	.8
9	.9
10 or 1 credit	1.0
20 or 2 credits	2.0
30 or 3 credits	3.0
40 or 4 credits	4.0

G. The bargaining unit member shall confirm the completion of the required hours with the Human Resources Office when he/she has completed 4.0 units of education and/or training. The Human Resources Office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour.

H. Course work, in-service training, workshops, or conferences where the Board is paying the employee either a salary or a stipend to attend shall not qualify for credit under the terms of this article.

I. In-services, conferences, or workshops reimbursed by the District as a conference (requested on a conference form) shall not qualify for credit under the terms of this Article.

J. The parties agree to allow all current employees to become or retain "highly qualified" status as permitted by State and/or Federal law.

**ARTICLE 18: MISCELLANEOUS PROVISIONS**

- A. Copies of this Agreement shall be printed at the expense of the Board and presented to all bargaining unit members now employed or hereafter employed by the Board.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.
- C. For purposes of timelines contained in this Agreement, “work days” shall be defined as those days the school district central offices are open for business.
- D. For purposes of this Agreement, the “immediate supervisor” is defined as the building principal or designee.
- E. For purposes of this Agreement, the “supervising teacher” is defined as the district certified teacher(s) from whom an employee receives daily tasks.
- F. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties as set forth in writing and signed by both parties as an amendment to this Agreement.

**ARTICLE 19: DURATION OF AGREEMENT**

This Agreement shall be in effect as of January 1, 2019 and shall continue in effect until December 31, 2020. This Agreement may be extended by mutual written consent of both parties.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate the Agreement as provided in that Act.

**BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CITY  
OF EAST LANSING, INGHAM AND  
CLINTON COUNTIES, MICHIGAN**

**EAST LANSING EDUCATIONAL  
SUPPORT PERSONNEL  
ASSOCIATION (ELESPEA)**

**By:** \_\_\_\_\_  
**Its President**

**By:** \_\_\_\_\_  
**Its President**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Its Secretary**

**By:** \_\_\_\_\_  
**Its Secretary**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPENDIX A**

**2018-2019 Wage Schedule**

	<b>Category 1</b>	<b>Category 2</b>	<b>Category 3</b>	<b>Category 4</b>	<b>Category 5</b>
<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>
<b>1-2</b>	10.65	11.03	11.42	11.82	12.17
<b>3</b>	11.03	11.44	11.84	12.21	12.58
<b>4</b>	11.40	11.82	12.20	12.60	12.98
<b>5</b>	11.77	12.16	12.59	13.02	13.41
<b>6</b>	12.12	12.56	13.01	13.42	13.82
<b>7</b>	12.50	12.97	13.40	13.86	14.28
<b>8</b>	12.92	13.38	13.83	14.33	14.76
<b>9</b>	13.34	13.80	14.30	14.79	15.23
<b>10</b>	13.76	14.26	14.76	15.29	15.75
<b>11</b>	14.22	14.72	15.27	15.79	16.26
<b>12</b>	14.59	15.11	15.63	16.19	16.68
<b>13</b>	14.73	15.25	15.76	16.36	16.85
<b>14</b>	14.86	15.41	15.93	16.50	17.00
<b>15</b>	15.01	15.57	16.10	16.69	17.18
<b>16</b>	15.17	15.71	16.26	16.84	17.35
<b>17</b>	15.30	15.86	16.42	17.00	17.51
<b>18</b>	15.50	16.04	16.59	17.15	17.67
<b>19</b>	15.63	16.20	16.76	17.36	17.87
<b>20</b>	15.76	16.37	16.91	17.51	18.04
<b>21</b>	15.93	16.51	17.06	17.70	18.23
<b>22</b>	16.09	16.68	17.23	17.88	18.42

LONGEVITY: \$.50 additional pay for staff beginning their 23rd year of service  
\$.50 additional pay for staff beginning their 28th year of service

2018-2019: Steps for all employees. 1.5% increase on steps 12 through 22.

**APPENDIX A**

**2019-20 Wage Schedule**

	<b>Category 1</b> Overload, Building Instructional	<b>Category 2</b> Special Ed, GSRP, Science	<b>Category 3</b> Title 1, ELL/Title 3, Health Aides 1 to 4 students	<b>Category 4</b> Health Aides 5+ Students	<b>Category 5</b> Library	ASL Interpreter
<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	
<b>A</b>	11.51	11.94	12.34	12.79	13.19	
<b>B</b>	12.09	12.54	12.96	13.43	13.85	
<b>1</b>	12.69	13.17	13.61	14.10	14.54	
<b>2</b>	13.01	13.50	13.95	14.45	14.90	
<b>3</b>	13.34	13.84	14.30	14.81	15.27	
<b>4</b>	13.67	14.19	14.66	15.18	15.65	
<b>5</b>	14.01	14.54	15.03	15.56	16.04	
<b>6</b>	14.36	14.90	15.41	15.95	16.44	
<b>7</b>	14.72	15.27	15.80	16.35	16.85	
<b>8</b>	15.09	15.65	16.19	16.76	17.27	
<b>9</b>	15.47	16.04	16.59	17.18	17.70	
<b>10</b>	15.86	16.44	17.00	17.61	18.14	
<b>11</b>	16.26	16.85	17.42	18.05	18.59	22.33

<b>Longevity YEARS OF SERVICE</b>	<b>PERCENTAGE</b>
Beginning 20 through 24	(3%)
Beginning 25+	(6%)

2019-20: Steps for all employees.

**APPENDIX A**

**2020-21 Wage Schedule**

	<b>Category 1</b> Overload, Building Instructional	<b>Category 2</b> Special Ed, GSRP, Science	<b>Category 3</b> Title 1, ELL/Title 3, Health Aides 1 to 4 students	<b>Category 4</b> Health Aides 5+ Students	<b>Category 5</b> Library	ASL Interpreter
<b>Step</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	<b>Rate</b>	
<b>B</b>	12.09	12.54	12.96	13.43	13.85	
<b>1</b>	12.69	13.17	13.61	14.10	14.54	
<b>2</b>	13.01	13.50	13.95	14.45	14.90	
<b>3</b>	13.34	13.84	14.30	14.81	15.27	
<b>4</b>	13.67	14.19	14.66	15.18	15.65	
<b>5</b>	14.01	14.54	15.03	15.56	16.04	
<b>6</b>	14.36	14.90	15.41	15.95	16.44	
<b>7</b>	14.72	15.27	15.80	16.35	16.85	
<b>8</b>	15.09	15.65	16.19	16.76	17.27	
<b>9</b>	15.47	16.04	16.59	17.18	17.70	
<b>10</b>	15.86	16.44	17.00	17.61	18.14	
<b>11</b>	16.26	16.85	17.42	18.05	18.59	22.33

<b>Longevity YEARS OF SERVICE</b>	<b>PERCENTAGE</b>
Beginning 17 through 24	(3%)
Beginning 25+	(6%)

2020-21: Steps for all employees.



## **APPENDIX B**

### **YOUR RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

**REASONS FOR TAKING LEAVE:** Unpaid leave must be granted for any of the following reasons:

- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

**ADVANCE NOTICE AND MEDICAL CERTIFICATION:** the employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days’ advance notice when the leave is “foreseeable.”
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

**JOB BENEFITS AND PROTECTION:**

- For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan.”
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- the use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

**UNLAWFUL ACTS BY EMPLOYERS: FMLA MAKES IT UNLAWFUL FOR ANY EMPLOYER TO:**

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FOR ADDITIONAL INFORMATION:** Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.

U.S. Department of Labor, Employment Standards Administration  
Wage and Hour Division, Washington, D.C. 20210

**APPENDIX C**

**EAST LANSING EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
WORK EVALUATION**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Position:** \_\_\_\_\_ **School:** \_\_\_\_\_

**Evaluating Administrator:**

**Contributing Party(ies):**

**Date of Evaluating Conference:**



**Rating System:** In the space provided, use the number which best describes performance in accordance with the following:

- 4 = *Outstanding* - greatly surpasses requirements of position
- 3 = *Very Good* - surpasses requirements of position
- 2 = *Satisfactory* - meets requirements of position
- 1 = *Needs Improvement*
- 0 = *Unsatisfactory*
- NA = *Not Applicable* to bargaining unit member
- NO = *Not Observed*

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If the bargaining unit member is rated as needing improvement or unsatisfactory in any area, the evaluator will indicate the specific nature of the deficiency, the observations which s/he has relied upon to form his/her conclusion(s) and state how improvement is to be achieved, as well as the administrative support toward said achievement in the comment sections provided.

The bargaining unit member is not required to sign the evaluation form until after the evaluator has discussed its content with him/her.



**Performance Standards**

- \_\_\_\_\_ 1. The bargaining unit member's work in terms of quality, quantity, neatness, and accuracy.

- \_\_\_\_\_ 2. The bargaining unit member's ability to meet the requirements of the position.
- \_\_\_\_\_ 3. The bargaining unit member's ability to adjust to existing and new conditions.
- \_\_\_\_\_ 4. The bargaining unit member projects a positive, professional image.
- \_\_\_\_\_ 5. The bargaining unit member avails him/herself of opportunities for self-improvement.
- \_\_\_\_\_ 6. The bargaining unit member possesses the basic skills required of the position.
- \_\_\_\_\_ 7. The bargaining unit member relates and establishes rapport with students of various backgrounds.
- \_\_\_\_\_ 8. The bargaining unit member works well with \_\_\_\_\_ students, \_\_\_\_\_ teachers, \_\_\_\_\_ co-workers, \_\_\_\_\_ administrators, \_\_\_\_\_ parents (where appropriate) and \_\_\_\_\_ others (where appropriate).

Additional comments from the evaluator:

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Considering all factors, the work performance of the bargaining unit member is  
 Accordingly, I recommend that the bargaining unit member be:

- \_\_\_\_\_ retained for future employment.
- \_\_\_\_\_ placed on an Individual Development Plan.
- \_\_\_\_\_ terminated (probationary employee).
- \_\_\_\_\_ terminated for just cause (nonprobationary employee).

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**Signature of Evaluator**

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**Date**

My signature only means that I have read and discussed the content of the evaluation with the evaluator. It is NOT intended to mean that I agree with the content of this evaluation. Further, I understand that I have a right to attach written comments to this document for insertion into my personnel file.

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**Signature of Bargaining Unit Member**

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**Date**

**APPENDIX D**

**ELESPA Continuing Education Application**

Before enrolling in course work or training, this form must be completed and submitted for approval to the Director of Human Resources with copies to the building principal or immediate supervisor.

Upon completion, it will be necessary to submit a transcript with a 2.5 (C+) or better grade point for each college course **or** a *Course Completion Form* for courses that do not issue a grade or transcript.

Name \_\_\_\_\_ Building \_\_\_\_\_

Name of Course(s) \_\_\_\_\_

Offered by (school, sponsor, etc.) \_\_\_\_\_

Beginning Date of Course Work \_\_\_\_\_ Ending Date \_\_\_\_\_

Days of attendance \_\_\_ Mon \_\_\_ Tues \_\_\_ Wed \_\_\_ Thurs \_\_\_ Fri \_\_\_ Sat

Hours per day attending \_\_\_\_\_ Number of credits **or** total attendance hours \_\_\_\_\_

Approximate amount of reimbursement to be requested \$ \_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

.....  
APPROVAL \_\_\_ Yes \_\_\_ No

\_\_\_\_\_  
Director of Human Resources

\_\_\_\_\_  
Date