

**MASTER AGREEMENT  
BETWEEN  
EAST CHINA  
SECRETARIES/PARAPROFESSIONALS  
ASSOCIATION**

**MICHIGAN EDUCATION ASSOCIATION  
EDUCATIONAL SUPPORT PERSONNEL**

**AND**

**EAST CHINA SCHOOL DISTRICT  
BOARD OF EDUCATION**

**FOR THE PERIOD OF**

**JULY 1, 2014 – JUNE 30, 2016**

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## **AGREEMENT**

This agreement made and entered into this 1st day of July, 2014, by and between East China School District, hereinafter referred to as the "Employer" or the "Board", and the Educational Support Personnel MEA/NEA, through its local affiliate, the East China Secretaries/Paraprofessional Association, hereinafter referred to as the "Association."

In consideration of the premises and the mutual covenants and promises of the parties hereto, it is hereby agreed as follows:

### **PREAMBLE**

It is the desire of the parties to this Agreement to work together harmoniously and to promote and maintain relations between the Employer and the Association, which will serve to the best interest of all concerned;

### **ARTICLE I**

#### **Recognition**

A. Pursuant to and in accordance with Act No. 379 of the Public Acts of 1965, the Board hereby recognizes the Michigan Educational Support Personnel Association through its local affiliate, the East China Secretaries/Paraprofessional Association, as the exclusive bargaining representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and working conditions of all employees employed by the East China School District included in the following bargaining unit:

All full-time office clerical and paraprofessional employees, excluding the secretary to the Superintendent.

Full-time employees shall mean those employees scheduled to work at least thirty (30) hours per week for at least the school year during the fiscal year July 1st to June 30th.

B. The Board agrees not to negotiate with any educational support organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual bargaining unit member from presenting a grievance and having the grievance adjusted without intervention of the Association through Level II. However, the adjustment cannot be inconsistent with the terms of the bargaining agreement in effect and the bargaining representative must be given an opportunity to be present for such adjustment.

## ARTICLE II

### Employees' Rights

A. Pursuant to Act No. 379 of the Public Acts of 1965, the Board hereby agrees that secretaries and paraprofessionals employed by the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of membership in the Association, participation in any lawful activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. The Board specifically recognizes the right of its bargaining unit members to appropriately invoke the assistance of the Michigan Employment Relations Commission (MERC), or a mediator from such public agency.

C. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings, in the same manner as the public. No employee shall be prevented from wearing insignia, pins or other identification of membership in the Association either on or off school premises except as proscribed by MERC. Bulletin boards shall be made available to the Association and its members for posting of materials such as notices of meetings, notices of elections, Association recreational and social events. The Association will be allowed to use the inter-office school mail facilities for such notices provided the Board shall have no responsibility in any way for any material in connection with the use of these facilities. District resources shall not be used in a manner that violates the Campaign Finance Act.

D. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information normally compiled as public documents concerning the financial resources of the District, tentative budgetary requirements and allocations as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the bargaining unit members. However, the compilation of statistical data and budgetary information not normally required of the District is the responsibility of the Association. Copies of the Board agenda and attachments will be emailed to the Association President.

## ARTICLE III

### Compensation

A. **Wages:** The salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Employees shall be required to participate fully in the direct deposit program. The increment of the salary schedule will only be granted once per fiscal year beginning July 1. Personnel hired on or before December 31 will be given a full year of credit on the salary schedule at the beginning of the next fiscal year beginning July 1. Personnel hired between January 1 and June 30 will not be granted a salary increment for that period of time. Employees will be required to record hours weekly and submit semi-monthly payroll timesheets verifying days worked, paid holidays, absence, etc., during their work year.

B. **Longevity:** A longevity payment will be made annually for the purpose of recognizing service credit to the District (to be calculated according to III.A.). Years of service, as a bargaining unit member, will be based on status as of the previous July 1, and will be paid in December as follows:

10 or more years of service	\$150
15 or more years of service	\$250
20 or more years of service	\$350

C. **Holidays - 52 Week Secretaries:** The following legal holidays shall be observed and paid for secretaries on a 52-week work schedule: New Year's Eve, New Year's Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, day before Thanksgiving (if school is not in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday, and Easter Monday (if school is not in session). Ordinarily, if a holiday falls on Saturday, it shall be observed on Friday, and if the holiday falls on Sunday, it shall be observed on Monday. When Independence Day falls on a Tuesday, Monday will also be a paid holiday; and when Independence Day falls on a Thursday, the Friday will also be a paid holiday.

**Holidays - Less than 52 Week Secretaries:** The following holidays shall be counted as days worked for secretaries on a work schedule of less than 52 weeks: New Year's Eve, New Year's Day, Memorial Day, Labor Day, day before Thanksgiving (if school is not in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday and Easter Monday (if school is not in session). If a holiday falls on Saturday, it shall be observed on Friday, if it falls on Sunday, it shall be observed on Monday.

**Holidays – Paraprofessionals:** The following holidays shall be counted as days worked for paraprofessionals: New Year's Eve, New Year's Day, Memorial Day, Labor Day, day before Thanksgiving (if school is not in session), Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday. If a holiday falls on Saturday, it shall be observed on Friday, if it falls on Sunday, it shall be observed on Monday.

D. Vacation:

1. The secretaries' vacation year shall be July 1 through June 30. The vacation service years are to be earned by vacation year.
2. Secretaries hired prior to January 1 will be given credit for a full year of employment for vacation purposes. Secretaries hired after January 1 but prior to July 1 get no credit toward vacation for this period of time either the year of hire or thereafter.
3. No service credit will be given for any year in which the secretary was on a leave of absence for more than six (6) months or laid-off for more than six (6) months.
4. Employees in a 52-Week position on or before 07-01-2012:

<u>Years of Service</u>	<u>Vacation Days</u>
After One Year	5
After Two Years	10
After Five Years	12
After Six Years	15
After Twelve Years	20
After Twenty Years	24 (For Employees Hired After 8-29-77)

Employees new/transferred to a 52-Week position on or after 07-02-2012:

<u>Years of Service</u>	<u>Vacation Days</u>
After One Year	5
After Two Years	10
After Five Years	12
After Six Years	15

Less than 52-Week Employees Hired as Secretaries Before 04-18-88:

<u>Weeks Worked</u>	<u>40-42</u>	<u>43-44</u>	<u>45-46</u>	<u>47-48</u>	<u>49-50</u>
After Twenty Years	3	5	7	9	11

5. Full-time secretaries who work less than 52-weeks who transfer to a 52-week secretarial position, shall receive one (1) year of credit for vacation purposes under this schedule for each year of service for the years spent in a secretarial position of less than 52-weeks.
6. If a 52-week secretary transfers to a secretarial position of less than 52-weeks, he/she will receive one (1) year of credit for vacation purposes under this schedule for each year of service for the years spent in a 52-week secretarial position.

7. Secretaries have the right to choose the time of their vacations subject to work schedule. No vacation time may be taken while school is in session without the permission of the Superintendent or his designee.
8. Secretaries are permitted to choose either a split or an entire vacation subject to work schedule.
9. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
10. Upon resignation, termination of service, or transfer to a position requiring fewer working hours or weeks of employment, secretaries shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.
11. Vacation time will not be accumulative and will not be compensable if not taken, unless prior approval is given by the Executive Director of Personnel. Vacation earned the previous fiscal year (July 1 - June 30) must be taken by August 31 of the following year. By example, a 52-week employee who earns five vacation days during the 1988-89 school year, is eligible to use those five days between July 1, 1989 and August 31, 1999.

E. **Association Days:** Upon written notice of at least five (5) work days, a total of five (5) days may be used by the Association for Association business for purposes that benefit all bargaining unit members, without loss of salary. These days may be used in increments of not less than one (1) hour.

F. **Snow Days:**

1. When schools are closed to students due to adverse weather conditions or other acts of God (hereafter "snow days") secretaries shall not be required to report for work and shall be paid their regular rate of pay up to a maximum of three (3) days per year for the 2014-15 and 2015-16 school years only. Any unworked snow days over three (3) days shall be without pay; however, clerical personnel will be allowed to use accumulated sick leave days and/or vacation time for up to three (3) additional "snow days" if needed. The use of sick leave days and/or vacation time for these three (3) days is at the discretion of the secretary. If a secretary is asked to work and agrees to do so, compensatory time off shall be given at a later time which is mutually agreed upon.
2. If snow days are made up during the regularly scheduled calendar school year such as during spring break, secretaries who work less than fifty-two (52) weeks shall work the make-up days as set by the Board of Education without additional compensation. Fifty-two (52) week secretaries shall work their regular schedule on make-up days and shall not receive any additional compensation above their regular rate of pay for these make-up days.

3. If snow days are made up after the end of the regularly scheduled school year, the secretaries who would not otherwise be working shall be paid for said additional work days.
4. Paraprofessionals – “Act of God Days” – These days allowed without loss of pay, consistent with present state law, that allows two (2) “Act of God” days per school year that do not have to be made up. Additional “Act of God” days will be rescheduled and Paraprofessionals will have their work assignment adjusted for those days. Schedules will be readjusted for these days without additional compensation. This allowed time is based on the regular and usual scheduled work hours and does not include payment for extra work assignments.

G. **Out of Class Pay:** If a bargaining unit member is transferred to or substitutes in a higher classification position, such employee shall receive the higher rate of pay for this position for over five (5) continuous work days. A temporary change in duties will not result in a reduction of pay.

H. **Overtime Pay:** The hourly rate for all hours worked over forty (40) hours in one (1) week will be time plus one-half (1-½ times the hourly rate). A week is defined as 12:01 a.m. Sunday through midnight on Saturday. In order to be paid for overtime, the overtime must be authorized in advance by the supervisor.

I. **Perfect Attendance Bonus:** The district will pay a "perfect attendance bonus" in the amount of seventy-five dollars (\$75.00) each quarter to each bargaining unit member who has perfect attendance during that quarter. For each additional quarter in the same year in which the bargaining unit member has perfect attendance, ten dollars (\$10.00) additional will be earned up to one hundred five dollars (\$105.00) for the fourth quarter of perfect attendance. (For example: If an employee has perfect attendance in quarters one, three, and four, \$75.00 will be paid in the first quarter, \$85.00 will be paid in the third quarter, and \$95.00 will be paid in the fourth quarter.). Vacation days, personal business days, paid holidays and days when school is closed by the district (i.e. snow days) shall not be counted in determining perfect attendance. The quarters for 52-week secretaries shall be September through November, December through February, March through May, and June through August; the quarters for less than 52 week employees shall be September through November, December through February, and March through May. This bonus will be paid in the month following the quarter. 52-week secretaries are eligible for four quarters, and less than 52-week employees are eligible for the quarters from September through May. The employee shall notify the payroll office when he/she is eligible for said bonus.



<b>J. <u>Full-time Employee Classifications</u></b>	<b>Job Titles (Current)</b>
Secretarial:	Administrative Secretary Bookkeeper Secretary
Paraprofessional:	Office Paraprofessionals Media Center Paraprofessionals Special Education Paraprofessionals

**ARTICLE IV**

**Hours of Work**

A. The normal work week for a secretary shall be thirty-eight and three-quarters (38.75) hours per week, Monday through Friday, except for employees hired for less hours. Generally, the normal work day for a paraprofessional shall be six (6) hours per day not including lunch. The normal work week for a paraprofessional shall be at least thirty (30) hours.

B. All employees shall be entitled to a duty-free uninterrupted unpaid lunch period for not less than one-half (½) hour.

C. Eight hour employees will be provided a fifteen (15) minute relief time in the morning and in the afternoon. Employees who work less than eight hours will be provided one fifteen (15) minute relief time during the day. Normally, break time cannot be used at the beginning or end of the work day.

D. Secretaries shall be notified in writing of the start of the work year no later than two (2) weeks prior to the start of the work year. The secretarial work year will be as follows:

- 52-week Secretary – 52 weeks including vacation and holidays as set forth herein
- 49-week Secretary – 245 work days including vacation and holidays as set forth herein
- 48-week Secretary – 240 work days including vacation and holidays as set forth herein
- 46-week Secretary – 230 work days including vacation and holidays as set forth herein
- 44-week Secretary – 220 work days including vacation and holidays as set forth herein
- 43-week Secretary – 215 work days including vacation and holidays as set forth herein
- 42-week Secretary – 210 work days including vacation and holidays as set forth herein.

If there is a reduction in staff and/or a reduction in the length of work year, the procedure followed will be in accordance with the Seniority, Layoff & Recall provisions of the Master Agreement.

E. Paraprofessionals will report one day before students report and may be assigned up to an additional four (4) days.

F. In lieu of overtime pay for time worked in excess of forty (40) hours in a work week, the employee may choose to use compensatory time which will be the equivalent of one and one-half (1-½) hours for each hour of overtime. The Board and the Association will mutually develop administrative guidelines for the use of compensatory time. These guidelines will be distributed and reviewed annually with affected administrators and bargaining unit members.

## ARTICLE V

### **Work Loads and Assignments**

A. Bargaining unit members shall not regularly be assigned work outside their job descriptions.

B. Bargaining unit members, except special education paraprofessionals, shall not be required to administer shot/injections to students; however, a special education paraprofessional who is required to administer shots/injections may appeal this requirement to the Superintendent. The District will first seek volunteers before requiring a special education paraprofessional to administer shots/injections. If there is more than one special education paraprofessional in the building, the paraprofessionals' schedules, assignments, and seniority will be considered when selecting the primary person responsible for shots/injections. The District will provide appropriate training and a witness for the shot/injection process. The District will further provide a plan of action for emergency situations, including the absence of the primary person responsible for shots/injections.

## ARTICLE VI

### **Seniority, Layoff & Recall**

A. Seniority shall be defined as length of continuous service within the District as of the bargaining unit member's first working day within their job classification. In the circumstance of more than one (1) individual beginning employment on the same date within the same classification, all individuals so affected will participate in a drawing to determine position on the seniority list. Secretaries who accept any secretarial position within the district outside the bargaining unit prior to July 1, 2002 shall have their accumulated seniority frozen. Secretaries who accept any secretarial position within the district outside the bargaining unit after that date shall have their accumulated seniority frozen for a three-year period. After three years, they would no longer hold seniority within the bargaining unit. Seniority under this Agreement accrues only to bargaining unit members. For the purpose of vacancies and lay-off, the employee will retain seniority in all classifications (i.e. secretary and paraprofessional) previously held.

B. A bargaining unit member shall be deemed to have terminated employment upon retirement, resignation or discharge for just cause which is not reversed through the grievance procedure.

C. Two seniority lists shall be provided by the Board to the Association by October 1, of each year; one per classification: a secretary seniority list and a paraprofessional seniority list.

D. In any reduction of the staff, a bargaining unit member with greater seniority within the classification shall be given preference over a member with less service in the classification to retain her employment as long as she meets the qualifications for the position. A reduction of staff is the elimination of a position, a reduction of the work year of over two (2) weeks, or a reduction of over five (5) hours per week. Any bargaining unit member whose position is involved in a reduction of staff shall be given two (2) weeks written advance notice.

E. Laid off employees shall be recalled within their classification in reverse order of layoff to any position for which they are qualified.

F. Notice of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to current mailing address. A recalled employee shall be given at least eighteen (18) calendar days from the date of the mailing of the recall notice to report to work. Employees recalled to work for which they are qualified are obligated to take said work. Employees who decline recall to perform work for which they are qualified shall be deemed to have terminated employment. The Association will be notified of any recall.

G. Employees on layoff shall retain their seniority for purpose of recall for a period of three (3) years. Employees on layoff for more than three (3) years shall lose their seniority rights and all other rights and benefits of this Agreement. This three (3) year recall provision shall be effective July 1, 1985.

H. A bargaining unit member shall serve a probationary period of ten (10) working months.

I. During the term of this agreement, current bargaining unit members will not have their hours/days/weeks worked reduced from their 2014-15 assignment calendar more than two (2) weeks, unless a special education one-on-one paraprofessional position is eliminated. A two week reduction in work year shall not result in the loss of insurance coverage.

## ARTICLE VII

### Vacancies, Transfers & Promotions

A. A vacancy shall be defined as a newly created bargaining unit position or a present bargaining unit position that is not filled.

B. Whenever any vacancy in any bargaining unit position in the District shall occur, the Board shall publicize the same by giving e-mail notice of such vacancy to the Association President and all bargaining unit members. No vacancy shall be filled, except in case of an emergency on a temporary basis, until after the fifth working day the e-mail was sent out. Said posting shall contain the following information:

1. Position classification
2. Location of work
3. Starting date
4. Rate of pay
5. Current length of work year/hours
6. Summary of minimum requirements

Interested employees must apply in writing to the Superintendent or his designee within the five (5) day posting period. The Board may consider late applications from within the bargaining unit at its sole discretion.

C. When a position is filled under this Article, the President of the Association shall be notified of the successful candidate at the time the position is filled.

D. A "promotion" is a change to an open position which results in additional compensation for additional duties or responsibilities to be performed during the regular working day. A "transfer" is a lateral change to a vacant position within the same classification or salary level.

E. A bargaining unit member promoted shall receive the higher rate of pay for all hours worked in the new position. A bargaining unit member selected for a vacancy will be moved to that position no later than thirty (30) working days from the date the position actually becomes vacant or the end of posting notice date, whichever is later. Bargaining unit members who revert to their former position, shall receive that rate of pay. An employee moving to a vacancy will not be allowed to apply for another vacancy for one (1) school year without the approval of the Executive Director of Personnel.

F. An employee promoted or transferred shall be granted up to a maximum of thirty (30) working days as a trial period to determine her desire to remain on the job and for the Board to determine her ability to perform the job. After the trial period, the employee who reverts to her previous position either at her request or by Board determination, shall do so without loss of seniority. The decision of the Board is not subject to the grievance procedure.

G. Authorized promotions and transfers within the bargaining unit shall be made on the basis of qualifications and seniority. In the event the most senior applicant is denied a promotion or transfer, a request for hearing concerning the reasons for denial may be filed with the Executive Director of Personnel within ten (10) working days but not thereafter. The Executive Director will respond within five (5) working days after the hearing date. If in disagreement with the reason stated, the employee shall have the right to a hearing with the Superintendent of Schools. The decision of the Superintendent will be final, without recourse to the grievance procedure.

H. Not more than three (3) years of credit for business experience and/or business school education shall be allowed on the salary schedule. Comparable clerical experience may be allowed at full credit in addition to any credit that may be allowed for business experience and/or business school education. The above experience allowed on the salary schedule is at the discretion of the Board and is not subject to the grievance procedure.

I. The District declares its support of a policy of the opportunity for promotion from within the Association and will provide qualified bargaining unit members first interviews for a vacancy.

## **ARTICLE VIII**

### **Paid Leave**

A. Sick leave for secretaries shall accrue at the rate of one (1) day per month for each month of active employment in this District during the terms of this contract, not to exceed twelve (12) days per year. The accumulation shall be limited to a maximum of two hundred and one (201) days. Sick leave for paraprofessionals shall accrue at the rate of one day per month for each month of active employment in this District during the terms of this contract, not to exceed ten (10) days per school year. The accumulation shall be limited to a maximum of one hundred forty (140) days.

B. Sick days without loss of pay may be taken for the days scheduled to work up to the maximum accumulation of such sick days for the following reasons and subject to such limitations as provided:

1. Illness or physical disability or any exposure to contagious disease that requires isolation as certified to by a physician licensed to practice. The Board or its designees reserve the right to require a physician's statement for any period of illness or disability.
2. Death in the immediate family, a maximum of four (4) days per incident, at least three (3) days of which shall be between the time of death to and including the day of the funeral. Immediate family shall be interpreted as husband, wife, children, mother, father, brother, sister, grandchildren, father and mother-in-law, daughter-in-law, son-in-law, and grandparent. Two (2) days, including the day of the funeral, per incident will be granted for the death of a brother-in-law and

sister-in-law while one (1) day shall be allowed to attend the funeral of an aunt, uncle, niece, nephew, or other relative living in the same household.

3. For serious emergency illness or disability in the immediate family and/or to make arrangements for medical or nursing care for serious emergency illness or disability in the immediate family, but not to exceed six (6) days per year for all such incidents. However, the Board may require verification of the need at its discretion.

C. A bargaining unit member will be allowed to use accumulated sick leave days to offset the loss or difference between Workers' Compensation and the employee's regular daily wage. The rate of sick leave deduction will be prorated based on the difference allowed under Workers' Compensation to the regular daily wage. The Employer's maximum liability under this paragraph shall be the salary amount of the employee's accumulated sick leave days at the time of the claim. Bargaining unit members receiving Workers' Compensation benefits from the school district, shall continue to have health insurance and dental insurance paid by the Board up to twelve (12) months from the date of injury or illness. These benefits are subject to the rules and regulations of the Board's Carrier and the Board's only responsibility is to pay the school district group rate premiums if allowed to do so by the Board's Carrier. The bargaining unit member will continue to accumulate seniority while receiving Workers' Compensation benefits from the school district.

D. A maximum of three (3) personal business days (non cumulative) will be allowed annually without loss of pay, chargeable against sick days, for business and family obligations that cannot be met outside the regular school day. Written arrangements must be made with the school principal or supervisor five (5) days in advance of the anticipated absence. In case of an emergency, the principal or supervisor may waive the five (5) day written advance notice. Except for funerals of relatives and close personal friends and court appearances which cannot be postponed, the last working day before or after a holiday or vacation will not be recognized by the Board as a personal business day. Routine doctor and dentist appointments are to be scheduled on the employee's personal time. Emergency doctor and dentist appointments will be deducted from sick leave. The five (5) days advance notice is not required for the funerals of relatives or close personal friends. It is not the intent of personal business days to extend a vacation, holiday or holiday weekend.

E. **Jury Duty:** If called for jury duty, a bargaining unit member will be expected to request service during the summer months or at other times when school is not in session. While on jury duty, the Board will pay the difference between the amount paid by the court, excluding mileage and expenses, and the amount ordinarily received in salary. The employee will be required to work the days she is not serving as a juror. While on jury duty, no deduction will be made from sick days and/or vacation days.

## ARTICLE IX

### Unpaid Leaves of Absence

A. After the completion of the probationary period, a bargaining unit member whose personal illness extends beyond the accumulation of her sick leave days shall be granted, upon written request and upon medical documentation, a leave of absence without pay and without benefits for a period of up to six (6) months. During this period the employee may return to the same position. If the illness extends beyond this six (6) month period, a leave of absence may be granted without pay and without benefits for up to an additional twelve (12) months. During this twelve (12) month period the employee will be allowed to return to the same position or a substantially equivalent position, if available. During the six (6) months the employee will accrue seniority and during the additional twelve (12) months the employee will maintain seniority but will not have any leave time credited for advancement on the salary schedule nor receive any other benefits.

This secretary position will be posted to a thirty (30) day maximum period on a temporary filling of job. After thirty (30) days, the secretary position shall be posted to the membership and will be filled by the membership by qualifications and seniority for the duration. The person acquiring said position shall be paid the rate of that classification. If the secretary does not return, then the position must be posted as an open position. If the secretary who was on leave returns to the position as allowed, then the membership secretary who filled the position will be considered as having the position eliminated.

Any bargaining unit member not returning to work upon the expiration of the unpaid leave shall be terminated.

B. A personal leave of absence without pay and without benefits may be granted, upon written request, for a period of up to ninety (90) calendar days. During this period of absence, a bargaining unit member may return to the same position and accrue seniority and maintain any accumulated sick leave. If a bargaining unit member does not return from this leave as scheduled, the employee will be deemed to have terminated their employment.

C. **Child Care or Maternity Leave:** After the completion of the probationary period, an employee may request a child care leave for a period not to exceed twelve months. Upon completion of such leave, the employee shall return to the same position held prior to the leave or may request an extension of the leave for an additional period not to exceed 12 months. If the employee does not return at the conclusion of the first approved leave, the position shall be posted. If an extension of the child care leave is approved, upon return from the extended leave, the employee will be allowed to bump the least senior employee in a comparable position within their classification for which he/she is qualified. Employees displaced by persons returning from child care leave will be allowed to bump the least senior employee within their classification in a position for which he/she is qualified. Displaced employees who have no position in which to bump shall be placed on layoff. The employee may request a third and final year of child care leave. At the completion of the third year, the employee will be allowed to return to the first available comparable position within their classification and for which he/she is qualified. If no position is available, the employee will be placed on layoff until such a position becomes

available. Failure to accept the first available comparable position shall be deemed as a resignation.

For the purposes of this article, comparable shall be defined according to position on the wage scale and by qualifications within their classification and as specified on the job description.

The Board shall be notified of the employee's intent to return to a position at least two (2) months before the expiration of the leave, or request an additional year of leave. Failure to so notify the Board shall be deemed as a resignation. This leave shall be without pay, without benefits, without salary credit, and without seniority.

The employee may request a child care leave for a total of up to three (3) years for the duration of employment with the district. Leaves taken in excess of one year for the same child must be consecutive unless otherwise approved by the Executive Director of Personnel. A child care leave is normally defined as taking a leave to be with a child in the household up through age six (6).

## ARTICLE X

### Resignation

- A. Any employee desiring to resign shall file a resignation letter with the Board (Office of Personnel) at least ten (10) working days prior to effective date.
- B. Any employee who discontinues services does not forfeit the right to earned vacation time.

## ARTICLE XI

### Severance Pay

**Severance Pay – Secretaries** - In appreciation for services to the School District, a severance payment for sick leave accumulated over fifty (50) days in accordance with Article VIII, Section A, will be paid to the secretary upon resignation or retirement providing they shall have a minimum of ten (10) years of continuous employment prior to resigning or retiring according to the following schedule:

\$25 per day to a maximum payment of three thousand five hundred (\$3,500)

**Severance Pay – Paraprofessionals** – After eight (8) years of continuous employment, the Board will pay severance payment when the Paraprofessional retires or resigns as computed as follows:

One-half (½) the dollar value at the current hourly rate for all accumulated sick days over forty (40) days. The maximum severance payment shall be fourteen hundred dollars (\$1,400).



## ARTICLE XII

### Insurance Protection

#### HEALTH, DENTAL, AND VISION COVERAGE

A. **Health Insurance:** Effective July 1, 2014, the Board will pay 80% of the premium cost for health insurance with benefits no less than MESSA Choices \$500 (Single Subscriber)/\$1,000 (Two Person or Family) or MESSA ABC HSA \$1,300 (Single Subscriber)/\$2,600 (Two Person or Family) (employee self-funded based on January 1, 2015 rates) together with Super Saver Prescription drug plan (Single, Two Person, or Family) for each regularly employed bargaining unit member who works six (6) or more hours daily and who makes proper application to the Central Administrative Office on forms as required by the Carrier.

All bargaining unit members hired after July 1, 2014 and paraprofessionals hired after May 14, 2012 shall be eligible for single subscriber coverage only.

The provisions of the Group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph.

B. **Dental Insurance – Secretaries:** The Board will pay the premium for dental insurance equivalent to Delta Dental: Class I, II, III – 90/80/60 - \$1,000 Annual Maximum, Class IV Child Ortho - \$1,000 Life Maximum

Paraprofessionals are not eligible for Board paid dental insurance, but have the option to purchase dental insurance under the district group plan.

C. **Vision Insurance – Secretaries:** Upon proper written application, the Board will pay the premium (single, two-person, or family, whichever is applicable) for a vision plan with benefits no less than VSP II. The plan shall include internal and external coordination of benefits. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement, amount, and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

Paraprofessionals are not eligible for Board paid vision insurance, but have the option to purchase vision insurance under the district group plan.

D. If there is an improvement in the teachers' dental and/or health insurance plan, the secretaries will be given similar coverage. The Board shall determine the Carrier and specific plan. The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage.

E. **Long Term Disability Insurance:** The Board will pay the premium for long-term disability insurance protection for each employee covered by this contract under a group policy with a Carrier selected by the Board. The policy will be of a type where benefits are payable for continuing disability commencing six (6) months after absence due to sickness or accident

commences and shall be not more than sixty percent (60%) of base salary or a maximum amount as follows, whichever is lesser:

Secretary	maximum of \$1,600
Paraprofessionals	maximum of \$1,200

The provisions of the group policy and the rules and regulations of the Carrier will govern as to commencement, amount and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay the premiums.

F. **Short Term Disability Insurance:** Bargaining unit members may elect to purchase a short-term disability policy through payroll deduction. The employee will be solely responsible for one hundred percent (100%) of the premium. If an employee elects to purchase the short-term disability policy, election must be made during the district's open enrollment period.

G. **Term Life Insurance – Secretaries:** The Board will pay the premium for Group Term Life Insurance protection in the face amount of thirty-five thousand dollars (\$35,000) for each clerical person under a group policy with a Carrier selected by the Board. Subject to agreement by the Carrier, the policy will include the following privileges:

1. Clerical personnel who start work after the effective date of the policy will be covered effective the first day of the month following active employment.
2. Clerical personnel leaving employment with the school district after the effective date of the policy will be covered until the first day of the month following departure;
3. Clerical personnel will have the right to convert coverage when discontinuing employment with the School District without physical certification as to insurability.

The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph.

H. **Term Life Insurance – Paraprofessionals:** The Board will pay the premium for Group Term Life Insurance protection in the face amount of twelve thousand five hundred dollars (\$12,500) for each Paraprofessional under a group policy with a Carrier selected by the Board. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of premiums as set forth in this paragraph.

I. **Insurance Payments:** The Board will continue to make payments of insurance premiums subject to the approval and provisions of the Carrier as follows:

1. For the months of July and August even though the bargaining unit members may not be scheduled to work.
2. Coverage will be provided to the end of the month in which the leave commences for those bargaining unit members on maternity or child care leave.
3. Coverage will be provided to the end of the month in which a resignation occurs during the school year.
4. Coverage will be provided until August 31 or until the bargaining unit member is covered by another plan, whichever is sooner, for a retirement or resignation at the end of the school year.

J. **Health Insurance Opt-Out Plan – Secretaries and Paraprofessionals:** For bargaining unit members for whom the Board does not pay any premium for the medical/hospital insurance described in Article XII-A and if the member certifies that he/she is covered by another contract medical/hospital plan and files a Benefit Election Form within the timelines established by the Plan Administrator, the member will have the choice of one of the following, effective the first of the month following active employment:

- Twelve thousand dollars (\$12,000) of additional Group Term Life Insurance, or
- One-hundred fifty dollars (\$150.00) per month cash benefit paid with the second pay of the month or deposited in a tax-sheltered annuity at the member's option. The tax-sheltered annuity Carrier selected by the member must be one of those previously approved by the Board of Education. In order to receive this tax-sheltered benefit, the member must make proper written application on forms as required by the Carrier and/or the Board. Less than 52-week employees will receive this annuity for the full 12-month period.

Bargaining unit members who lose eligibility for health insurance benefits during the course of the plan year or who are eligible for partial health insurance benefits shall have the annual amount of the cash opt-out prorated.

The annual amount of the cash benefit shall be \$1,800; payable monthly (One hundred-fifty dollars - \$150.00 per month).

In order to effect change in coverage and/or initiate coverage under the various insurance plans, the bargaining unit member must complete the appropriate forms of the Carrier at the Central Administrative Office of the school district. The provisions of the group policy and the rules and regulations of the Carrier will govern as to the commencement and duration of benefits and all other aspects of coverage. The Board's sole and only responsibility shall be to pay its portion of the premiums. The master insurance policies are available at the Central Administrative Office of

the school district, and the Association having examined them agrees that the coverages afforded thereby meet the requirements of the Agreement.

All bargaining unit members may participate in the District's established Section 125 plan. Any insurance premiums required to be paid by the employees will be on a pre-tax basis.

### **ARTICLE XIII**

#### **Continuing Education**

With prior approval of the Executive Director of Personnel or the Superintendent of Schools, the Board will reimburse secretary(s) one-half (1/2) of the cost of tuition, fees and books up to a total maximum of \$250.00 in any one fiscal year for any course work, classes or training which is related to or will augment or improve the secretary's performance of his/her responsibilities. This training includes but is not limited to course work taken at the college level, business or secretarial courses, computer or other high tech courses or training. To receive reimbursement, the secretary must submit proof of successful completion of the work and paid receipts covering same.

### **ARTICLE XIV**

#### **Negotiation Procedures**

A. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

B. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that the representatives selected by each shall be granted all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

C. If the parties fail to reach an agreement in any such negotiations, either party may invoke mediation through of the Michigan Employment Relations Commission or take any other lawful measures.

## ARTICLE XV

### Grievance Procedure

A. A grievance is defined as an alleged violation of a specific article or section of the Agreement. A grievance not filed with the Board or its designated representative within ten (10) working days of the alleged violation is null and void.

B. In the event that an employee believes that there is a basis for a grievance, she shall follow the procedure listed:

1. Level I: The matter shall be discussed informally with the supervisor or principal.
2. Level II: Within ten (10) working days of the meeting at Level I, if the employee is not satisfied with the disposition of the grievance at Level I, she shall file the grievance in writing with the Executive Director of Personnel who shall arrange a meeting with the grievant and/or Association representative within ten (10) working days of its receipt and shall render a decision within five (5) working days of the meeting.
3. Level III: If the Association is not satisfied with the disposition by the Executive Director of Personnel, the Association may submit the grievance to arbitration within fifteen (15) working days of the receipt of the disposition from the Executive Director of Personnel or within fifteen (15) working days of when the disposition should have been made by the Director. All arbitration procedures shall comply with the Michigan Uniformed Arbitration Act, P.A. 371 of 2012. If the parties cannot agree upon an arbitrator within five (5) working days, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

C. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. The arbitrator shall have no power to establish a new job rate or to change the existing wage rate structure, or to establish new jobs, or change existing job content, or establish work standards, or to substitute his judgment for that of the Board. His authority shall be limited to deciding whether a specific article and section of this Agreement has been violated and shall be subject in all cases to the rights, responsibilities, and authority of the parties under the Michigan General School Laws and any other national, state, county, district, or local laws. The arbitrator shall not usurp the functions of the Board or the proper exercise of its judgment and discretion under law and this Agreement. The decision of the arbitrator, if within the scope of his authority, as above set forth, shall be final and binding, except as delineated within the Michigan Uniformed Arbitration Act, P.A. 371 of 2012.

D. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear his own expense in connection therewith.

E. A written summary on the grievance form which is attached shall accompany the grievance through each step. Such summary shall record what is approved or denied, giving the reasons for such decision, and shall be signed by both parties at each step. The complete disposition shall be attached to the original grievance and filed with both parties for future reference and/or record.

F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. Failure to answer a grievance within the period specified moves the grievance automatically to the next step. Failure to file an appeal of a decision within the specified time limits shall render the grievance null and void.

G. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

1. Any matter in which it is specifically stated in this Agreement that the decision or approval of the Board, the Superintendent or the Administration is final and/or any matter in which it is stated that the decision of the Board is not subject to the grievance procedure.
2. The termination of services of any probationary bargaining unit member.

H. The grievant is the only bargaining unit member who will be allowed to be absent from work without loss of pay in order to participate in an arbitration hearing. If there is more than one grievant at the arbitration hearing, the Association will bear the expense of any substitute costs for any additional grievant(s). If the number of bargaining unit members required to be present at the arbitration hearing would cause undue disruption to the District, such hearing will be held outside working hours. During grievance hearings, a bargaining unit member will only be allowed to participate during school hours with the approval of the Executive Director of Personnel.

I. A working day is defined as a regular work day for a fifty-two (52) week employee.

## ARTICLE XVI

### Evaluation

- A. All monitoring or observations of any employee shall be conducted openly. Employee evaluations shall be conducted annually and shall be based on observation or knowledge of the employee's work for periods of time that accurately sample the work. Formal evaluations shall be made in writing on the evaluation form agreed upon between the Association and the District which shall be affixed to this agreement as Appendix C.
- B. All evaluations shall be reduced to writing on the evaluation form and a copy given to the employee within ten (10) work days of the evaluation. At the request of the employee, an evaluation conference shall be held within five (5) work days of receipt of the evaluation. If the employee disagrees with the evaluation, a written response may be submitted which shall be attached to all copies of the evaluation.
- C. Following each formal evaluation, the evaluation shall be signed by the immediate supervisor and employee. The employee's signature shall indicate receipt of a copy of the evaluation. In no case shall the employee's signature be construed to indicate agreement with the contents of the evaluation. The employee shall be given a signed copy of the evaluation, and another signed copy shall be placed in the employee's personnel file.

## ARTICLE XVII

### Miscellaneous Provisions

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Copies of this Agreement will be e-mailed to each bargaining unit member and provided to each new member upon hire.
- C. If any provisions of this 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 or subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Bargaining unit members will not be asked to perform bomb searches of the type performed by law enforcement personnel. Bargaining unit members will perform visual searches before leaving their work space/office and while leaving the building or when outside the building. Bargaining unit members will report any unusual or suspicious items to the District administrator or law enforcement representatives on site.

## ARTICLE XVIII

### Management Rights

Subject to the terms of this Agreement, and except as modified by the specific terms of this Agreement, the Employer retains all rights and powers to manage the East China School District, and to direct its employees. The Association recognizes these management rights and responsibilities as conferred by the Laws and Constitution of the State of Michigan and as are inherent in the rights and responsibilities to manage the Public School System, including, but not limited to, the right:

1. To the exclusive management and administrative control of the school system and its properties and facilities, and the activities of its employees during working hours;
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
3. To determine the hours of work and the duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan, and the Laws and Constitution of the United States.

An emergency manager appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or P.A. 436 of 2012 is allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531 or P.A. 436 of 2012.



## **ARTICLE XIX**

### **No-Strike Clause**

During the period of this Agreement, the Association members agree not to strike or encourage a strike.

## **ARTICLE XX**

### **Payroll Deductions**

A. During the term of this Agreement, the Board will review and grant, to the extent feasible, requests for payroll deductions for credit union, health insurance, tax sheltered annuities and charitable contributions. These deductions must be in accordance with Board policy and have prior approval by the Board.

B. Nothing herein shall require any bargaining unit member to be a member of any organization.

## **ARTICLE XXI**

### **Discharge and Demotion**

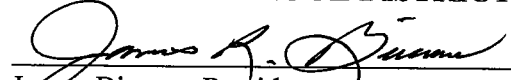
No non-probationary bargaining unit member shall be disciplined, reprimanded, or reduced in rank or compensation without just cause.


ARTICLE XXII

Duration of Agreement

This Agreement shall be in effect as of July 1, 2014 until June 30, 2016. This Agreement shall not be extended orally, and it is expressly understood that it expires on the date indicated.


**EAST CHINA SCHOOL DISTRICT**

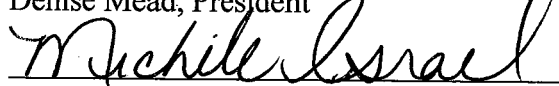
  
James Biewer, President

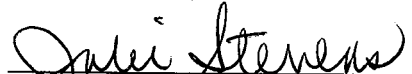
  
Steven C. Skalka, Ed.D., Superintendent

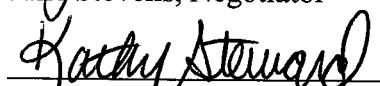
6/25/14  
Date

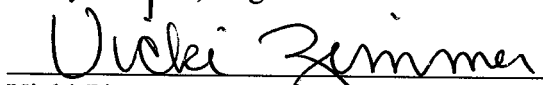
**EAST CHINA EDUCATIONAL SUPPORT PERSONNEL – MEA/NEA**

  
Denise Mead, President

  
Michele Israel, MEA Uniserv Director

  
Julie Stevens, Negotiator

  
Kathy Steward, Negotiator

  
Vicki Zimmer, Negotiator

6/25/14  
Date

**APPENDIX A**  
**SALARY SCHEDULE**

Administrative Secretary - (Director's, Sec. & Elem. Prin. Secretaries & Bookkeepers)

	<u>2014-16 Paid</u>	<u>2014-16 On Schedule</u>
Step 0	13.25	13.31
Step 1	13.98	14.05
Step 2	14.77	14.84
Step 3	15.56	15.64
Step 4	16.35	16.43
Step 5	17.27	17.35

Secretary - (Clerk-Typists)

	<u>2014-16 Paid</u>	<u>2014-16 On Schedule</u>
Step 0	11.98	12.04
Step 1	12.77	12.83
Step 2	13.59	13.66
Step 3	14.49	14.57
Step 4	15.21	15.29
Step 5	16.07	16.15

Paraprofessionals

	<u>2014-16 Paid</u>	<u>2014-16 On Schedule</u>
First Year	7.90	7.95
After One Year	9.72	9.77
After Two Years	10.53	10.58
After Five Years	11.13	11.18
After Eight Years	11.56	11.62
After Ten Years	12.41	12.47

APPENDIX B

GRIEVANCE FORM  
MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Building: \_\_\_\_\_ Assignment: \_\_\_\_\_

Name of Grievant: \_\_\_\_\_

LEVEL I: Date of Informal Meeting with Supervisor \_\_\_\_\_

LEVEL II: A. Date cause of grievance occurred \_\_\_\_\_

B. Contract article(s) violated \_\_\_\_\_

C.\* Statement of grievance \_\_\_\_\_

\_\_\_\_\_

D.\* Relief sought \_\_\_\_\_

\_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Grievance Chairperson \_\_\_\_\_ Date: \_\_\_\_\_

E. Date received by Executive Director of Personnel \_\_\_\_\_

F. Disposition by Executive Director of Personnel \_\_\_\_\_

Signature of Executive Director of Personnel \_\_\_\_\_ Date: \_\_\_\_\_

G. Disposition by Grievant \_\_\_\_\_

Signature of Grievant \_\_\_\_\_ Date: \_\_\_\_\_

LEVEL III Disposition by Grievant \_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

\*Attach any additional statements that may be necessary

**APPENDIX C**

**EAST CHINA SCHOOL DISTRICT  
EMPLOYEE PERFORMANCE APPRAISAL  
CLERICAL**

**TO BE AFFIXED AFTER JOINT DEVELOPMENT**