

MASTER AGREEMENT

between the

BOARD OF EDUCATION OF THE DURAND AREA SCHOOLS

and the

MICHIGAN EDUCATION ASSOCIATION/NEA

AND ITS AFFILIATE

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION



CONTRACT YEARS

2018-2019

2019-2020

2020-2021

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MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

This Agreement entered into between the Durand Area Schools (hereinafter referred to as the "Board" or "Employer"), and Michigan Education Association/NEA and its affiliate, Michigan Educational Support Personnel Association, (hereinafter referred to as the "Association".)

PREAMBLE

WHEREAS, the Board and the Association recognize and declare that providing a quality education and improving educational standards for the children of Durand Area Schools is their mutual aim and that the character of such education depends upon the cooperation of the parties, and

WHEREAS, the Board has a statutory obligation, pursuant to The Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, to bargain with the Association as the representative of its bargaining unit employees with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize;

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1 - RECOGNITION

A. Pursuant to the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, the Board does hereby recognize the Association as the certified and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for all full-time and regular part-time paraprofessionals, librarian assistants, building aides, and lunchroom aides employed by the Employer. Supervisory and executive personnel, substitutes, office and clerical employees, and all other employees of the Employer are expressly and specifically excluded from the bargaining unit as hereinabove defined.

B. The term "FULL-TIME EMPLOYEE" when used in this Agreement shall refer to an employee that is regularly scheduled to work seven (7) hours per day.

The term "PART-TIME EMPLOYEE" when used in this Agreement shall refer to an employee that is regularly scheduled to work less than seven (7) hours per day.

The term "SUBSTITUTE" when used in this Agreement shall refer to a person who is employed to fill a full-time or part-time position while the regular bargaining unit member is absent from their work assignment.

ARTICLE 2 - MANAGEMENT RIGHTS

- A.** The Board, on its behalf, and on behalf of the electors of the school district, retains and reserves unto itself, without limitations, all powers, rights, authority, duties, and responsibilities, conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To the executive management and administrative control of the school system and its properties, facilities, and employees;
 2. To manage and direct the working forces, including the right to hire, assign, promote, transfer, suspend, discharge, and demote employees; subcontract; determine the size of the work force and layoff of employees;
 3. To determine the services, supplies and equipment necessary to continue its operations and to determine the means, schedules and standards of operation for accomplishing district goals and objectives;
 4. To adopt rules and regulations;
 5. To determine the qualifications of employees;
 6. To determine the number and location or relocation of its facilities, including the establishment or relocation of new school buildings, departments, divisions or subdivisions, and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 7. To determine all financial and educational policies;
 8. To determine the size of the management organization, its functions, authority and table of organization.
- B.** The exercise of these powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, practices, and the use of judgment and discretion, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and the laws of the State of Michigan and the United States.

ARTICLE 3 - ASSOCIATION RIGHTS

- A.** The Association and its bargaining unit members shall have the right to use school building facilities for meetings as provided by Board Policy. Bulletin boards and other established communication media shall be made available to the Association and its bargaining unit members as provided by Board policy.

ARTICLE 4 - SCHOOL IMPROVEMENT

- A.** The parties agree that committee decision-making at the building and district level is essential to any school improvement process. Site-based decision-making shall be a recognized process for change, school improvement and improvement in the quality of work life.
- B.** Committees will assume responsibility for the dissemination of information regarding their activities to the affected parties and for the purpose of seeking representative input.

ARTICLE 5 – PROFESSIONAL DEVELOPMENT

- A.** In order to update the competencies of the employees of the bargaining unit the district may, on an annual basis, provide in-service training for the employees. The Superintendent shall determine the in-service training for the employees of the bargaining unit. Required in-service training programs presented will be on a scheduled work day of the bargaining unit members. The bargaining unit members will be compensated at their regular rate of pay for hours at an in-service program.
- B.** Supervisors shall inform their employees in writing of scheduled in-services and school improvement meetings when their attendance is expected. Notification shall occur no later than five (5) working days prior to the scheduled in-service or school improvement meeting, or other school-related activity. Employees requested to work beyond the regular work day, in order to attend such meetings, will be compensated at their contractual rate of pay.

ARTICLE 6 - HOURS, ASSIGNMENTS AND TRANSFERS

- A. Employees are expected to be at their regular assignment location at their scheduled starting time.
- B. Full time employees shall be entitled to two (2) fifteen (15) minute relief times, except bargaining unit members working less than seven (7) hours but more than four (4) hours may receive one (1) fifteen (15) minute relief time.
- C. Any change in the work hours of an employee must be approved by a supervisor.
- D. The Association and any affected employee(s) shall be given at least three (3) working days advance notice of any change in established shifts and/or additional working hours except in an emergency.
- E. Normal work day schedules should be between the hours of 7:00 a.m. and 4:00 p.m.

Classification normal work day hours:

Paraprofessional.....	7 or more hours
Librarian Assistant	7 or more hours
Building Aide	4 or more hours
Lunchroom Aide	2 or more hours

Beginning July 1, 2009, newly created positions:

Librarian Assistant	3 or more hours
Paraprofessional.....	3 or more hours
IEP Required and Grant Funded Paraprofessional ...	1 or more hours
Building Aide	2 or more hours
Lunchroom Aide	1 or more hours

- F. Employees working in another classification will receive the rate of pay for that classification.

Extra work in each building should be assigned based on a seniority rotation, if possible.

- G. Prior to the start of the school year (or as soon as known), when an employee will be slated to have a reduction in work hours, both the employee and the association will be notified of the change and the reason(s) for the change.

ARTICLE 7 - HOLIDAYS

- A.** Holidays for seniority employees, as defined in Article 10 (Seniority), include: New Year's Day, Good Friday, Memorial Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and President's Day.
- B.** To be eligible for holiday pay the employee must have worked the last scheduled work day prior to the holiday and the first scheduled work day following the holiday. Employee may be required to provide a doctor's certificate of illness. Work missed for a valid verifiable reason will not impact holiday pay. An employee that is absent for illness the day before or after a holiday and is out of paid sick leave will not receive holiday pay. Probationary employees are not eligible for holiday pay.
- C.** Should a holiday fall on a Saturday or Sunday, an employee and the supervisor will mutually agree on an alternate day for the holiday schedule.
- D.** Should a holiday fall on a scheduled day of school, the employee shall work and an alternate day shall be scheduled as a holiday.
- E.** Holiday pay shall be based on the regular number of hours the employee works per day and the regular pay rate.
- F.** Employees on a layoff, unpaid leave, etc., shall not receive holiday pay.

ARTICLE 8 - EMPLOYEE RIGHTS & DISCIPLINE

A. No seniority employee may be disciplined, suspended or discharged without just cause and due process.

New employees are subject to discipline and discharge at the discretion of the Board during their probationary period as defined in Article 10 (Seniority). Any action taken is not subject to the grievance process.

B. Each employee shall have the right, upon request, to review the contents of their personnel file. The employee may request a representative of the Association to participate in the review.

C. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action, and all written disciplinary action will be documented as such.

D. An employee shall at all times be entitled to have a representative of the Association present when being investigated, reprimanded, warned or otherwise disciplined for any infraction of discipline or delinquency in job performance. When a request for representation is made, no action shall be taken with respect to the employee until the Association is present. (This should be part of the record and be signed by the employee.)

E. The private and personal life of any employee is not within the concern of the Board unless the employee's actions reflect detrimentally on the school system or cause a substantial disruption of the school.

F. No lie detector device shall be used in an investigation of any employee.

G. Nothing in this agreement shall deny or restrict any individual rights provided under Michigan or United States Law.

ARTICLE 9 - PROTECTION OF EMPLOYEES

- A.** Any complaint which may require action by a supervisor shall be promptly called to the employee's attention. If the employee has inquired about a complaint, then it shall be discussed with the employee who is the subject of the complaint (see Article 8, Section D).
- B.** The board recognizes its responsibility to give support and assistance to employees with respect to their interactions with students.
- C.** Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property, but shall not be held individually liable by the Board for any damage or loss to person or property, except in the case of negligence or neglect of duty.
- D.** Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. The Board or its designated representative will advise the employee regarding rights and obligations with respect to the assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- E.** Time lost by an employee in connection with any incident mentioned in this Article, in which the employee is not at fault, shall not be charged against the employee.
- F.** The Board will reimburse employees for any loss, damage or destruction of clothing or personal property while on duty on the school premises up to the amount of \$200 maximum.

ARTICLE 10 - SENIORITY

- A.** District seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the employee's first working day as a regular full-time or regular part-time employee, provided the employee successfully completes the probationary period. There shall be no seniority among probationary employees.
- B.** If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective social security numbers, the employee with the lowest number being given the highest rank.
- C.** Employees will lose their seniority if: they quit, are discharged, fail to return from a leave under its conditions, or are laid off for a period in excess of two (2) calendar years.
- D.** New employees shall be considered probationary, without seniority, for the first sixty (60) days worked of regular employment. Upon completion of the probationary period, the seniority date shall be the first day of regular work within the unit.

No probationary period will exceed six (6) months.
- E.** The Association will be provided with an up to date seniority list, at the beginning of each school year.

ARTICLE 11 - VACANCIES

- A.** A vacancy shall be defined as a newly created bargaining unit position or existing bargaining unit position that has been vacated by a bargaining unit member with no rights to return to the position.
- B.** No vacancy shall exist until all bargaining unit members have been returned from layoff.
- C.** Bargaining unit vacancies shall be posted for a period of five (5) business days on the Association bulletin boards with a copy forwarded to the Association President, and remain posted until 3:00 P.M. on the last day of the posting.

Vacancy postings shall include the requirements for the posting.

- D.** Vacancies shall be filled on the basis of seniority and qualification as follows:
 - 1.** Applicants from within the classification are considered first.
 - 2.** Applicants from other classifications are considered second.
 - 3.** Applicants from outside the bargaining unit are considered third.
- E.** Job awards shall be made and notification sent within seven (7) business days of the end of the posting period.
- F.** After the job award, the applicant shall be on a twenty (20) work day trial period at the job's pay rate. During the trial period, the applicant will be assessed by the supervisor for job performance.

During the trial period the applicant may choose to return to their former position.

If the applicant is determined to be unsatisfactory during the trial period in the position, the supervisor will provide written notice of the reasons for the employees return to their former position.

Any temporary vacancy or a vacancy created during a trial period shall be filled at the discretion of the Board. If a temporary vacancy is to last for more than twenty-five (25) work days the Association shall be notified.

- G.** If the Board chooses not to fill a vacancy, the Association will be notified in writing.

ARTICLE 12 - EVALUATION

- A.** The purpose of the evaluation is to maintain and/or improve employee performance. The evaluation process will recognize satisfactory/ unsatisfactory levels of performance, identify areas of improvement if necessary, and provide appropriate and specific techniques and/or resources for improvement.
- B.** Employees shall be evaluated by their supervisor. All formal observations shall be conducted openly.
- C.** Seniority employees shall be evaluated at least every two years.
- D.** Employee evaluation rights:
 - 1.** If the employee does not agree with the evaluation, the employee may present an attachment, in writing, to the evaluation.
 - 2.** Should the evaluation demonstrate that an employee has any area that is unsatisfactory or needs attention, the evaluator shall:
 - a.** identify the specific area(s) that need improvement.
 - b.** provide the employee with specific, appropriate written recommendations for improvement.
 - c.** indicate a timeline for such improvement.
 - d.** provide assistance which may include time, material, resources and consultant services to implement the recommendations.
- E.** The contents of an evaluation of employee performance are grievable up to and including the Superintendent Level (Level 2) of the grievance procedure, but expressly excluded from the Mediation Level (Level 3) and the Arbitration Level (Level 4).

ARTICLE 13 - COMPENSATION

- A. The regular wage rates for employees covered by this Agreement are in Appendix A.
- B. Employees working more than forty (40) hours in one week will receive one and one-half (1-1/2) times their regular pay rate for the overtime hours worked.
- C. Extra hours will be assigned as equally as practical within classifications by building.
- D. Employees shall receive longevity wages in addition to their regular hourly wage as listed in Appendix A (to be paid concurrently with employees by-weekly earnings).

NOTE: Employees hired after June 30, 1994 must have at least fourteen (14) years of service to qualify for longevity payment.

- E. The parties shall follow the student calendar negotiated by the Durand Education Association/SCEA and the Durand Area Schools Board of Education. This includes two (2) non-student days which are the day before and after school begins and ends and also includes all student half days as full work days.

Lunchroom Aides will normally work on those days when food service is provided for students.

ARTICLE 14 - LEAVES

- A.** Leave days for seniority employees are intended for personal illness, family illness, personal business, bereavement, legal business, or other situations which require attendance during a work day.

Leave days are not for casual or indiscriminate use and shall not be used to extend vacation or Holiday periods. Exceptions may be granted at the discretion of the Superintendent in extenuating circumstances. Whenever possible, leave days to be used for a known situation should be pre-scheduled. Hunting, fishing, recreation and vacationing are not considered proper use of this article.

Improper use of leave days may lead to disciplinary action.

- B.** Sick leave payment will be based on an employee's regular wage and hours.

Employees shall give as much advance notice as possible for use of sick leave, but not less than one (1) hour, except in an emergency.

Sick leave days may be used for illness in an employee's immediate family: parents, spouse or children.

The Board reserves the right to demand a doctor's certificate of illness.

Sick leave accumulation will be as follows:

<u>Employees Accumulation</u>	<u>Days/Month</u>	<u>Maximum Days/Year</u>	<u>Accumulative Maximum</u>
Employees working five (5) days/week	1	10	115

When an employee changes positions their accumulated sick leave will be pro-rated to the new position by an hours conversion.

Should the school year end in the month of May, there will be no sick leave day issued for the month of June.

- C.** Full time employees regularly scheduled to work seven (7) hours or more shall be granted an additional three (3) personal days (prorated for an employee meeting probationary period) for the purpose of conducting business affairs which cannot be conducted outside of work hours. One (1) of these personal days may be used at member's discretion (including hunting, fishing, recreation and vacationing).

Part time employees regularly scheduled to work less than seven (7) hours shall be granted three (3) personal days for the purpose of conducting business affairs which cannot be conducted outside of work hours. Personal days will be deducted from employee's sick leave accumulation. One (1) of these personal days may be used at member's discretion (including hunting, fishing, recreation and vacationing).

1. Personal day requests shall be submitted three (3) days in advance. In emergencies less notice may be accepted.
2. One (1) additional personal leave day without pay may be requested.

D. Funeral leave days shall be granted up to the following limitations:

1. Five (5) funeral leave days for a death in the immediate family: spouse, parent, parent-in-law, brother/sister, children/step child, grandchild.
2. Two (2) funeral leave days for a death of: brother/sister in-law, son/daughter-in-law, grandparent, grandparent in-law.
3. One (1) funeral leave day for a death in the non-immediate family: nephew/niece, aunt/uncle, first cousin, or a non-relative held in the same regard living in the household of the employee.
4. Up to one (1) funeral leave day shall be granted for serving as a pallbearer for a deceased employee during regular work hours.
5. The Association, regardless of union affiliation, shall be granted one (1) funeral leave day to attend the funeral of a deceased association member.

E. Jury Duty service will be compensated by the difference between regular pay and jury duty pay.

F. The Association President or designee shall be granted four (4) paid leave days each year to be used at the Association's discretion; but only for the benefit of all bargaining unit members, regardless of union affiliation. Requests for use should be submitted three (3) days in advance.

G. Leaves without pay may be granted, if there is an established need, for the following reasons:

1. Personal illness leave for up to twelve (12) months.
2. Notwithstanding any other provision of this agreement, the district reserves the right to exercise those rights afforded to it under the Family Medical and Leave Act and the rules adopted by the federal government for its implementation in assessing unpaid leave requests from eligible employees.

H. A general purpose leave for any reason may be granted a leave of absence for up to a six (6) month period, subject to the approval of the Employer.

An employee may apply for an educational leave for up to six (6) months. Such requests will be submitted in writing to the Superintendent or his/her designee. The request will be approved or denied within the seven (7) calendar days of its receipt by the Superintendent or his/her designee.

- I. An employee returning from an unpaid leave of six (6) months or less will have the option to return to the same position held at the time the leave was granted with the same hours and shift, if possible.

An employee returning from an unpaid leave of more than six (6) months but less than twelve (12) months will return to a classification by seniority rights. Employees in excess of twelve (12) months of unpaid leave may be terminated at the discretion of the Board.

- J. Act of God Days will institute the following special conditions:

After the first five (5) Act of God days, employees who do not work will not be paid.

ARTICLE 15 - NEGOTIATIONS

- A.** The cost of printing of this Agreement shall be shared by the Association and the Board.
- B.** This Agreement constitutes the sole and entire agreement between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during its duration. This contract is subject to amendment, alteration, addition or waiver only by a subsequent written agreement between the Association and the Board.
- C.** Contract maintenance meetings will be held by representatives of the Board and the Association to review the administration of the contract, discuss matters of common concern and to resolve problems.

These meetings are not intended to bypass the grievance procedure. If possible, each party should submit to the other, preferably prior to the meeting, an agenda covering what they wish to discuss.

- D.** If any provision of this contract is deemed invalid under federal and/or state law, said provision shall be modified by the parties to comply with the requirements of the law. All other provisions shall remain in full force and effect.
- E.** Either party may reopen this agreement on July 1 of each year by giving the other party notice in writing on or before the preceding March 1.

Either party is limited to a maximum of three (3) issues during a contract reopening.

ARTICLE 16 - LAYOFF/RECALL

1. Should it be necessary to layoff staff, layoffs shall be by job classification in accordance with district seniority. Prior to any reduction of staff within the Association bargaining unit, the Employer agrees to provide the Association with an opportunity to present to the Superintendent of Schools and the Board of Education the recommendations of the Association concerning such reductions for the consideration of the Employer prior to the final Employer decision.

Probationary employees shall be laid off first. If future reductions of personnel is necessary, part-time employees shall be laid off in the inverse order of seniority, i.e., those with the least seniority are to be laid off first. If further reduction of personnel is still necessary, then full-time employees shall be laid off in inverse order of seniority, i.e., those with the least seniority are to be laid off first.

- A. The order of layoff will follow the process listed below:
 1. Probationary employees within the classification will be laid off.
 2. Part-time employees within the classification will be laid off by inverse order of seniority.
 3. Full-time employees within the classification will be laid off by inverse order of seniority.
- B. Employees laid off by this process shall have the right to displace employees in other classifications provided:
 1. They must have more seniority.
 2. They may only displace the least senior employee in an equal or lower paying classification.
 3. They may only displace an employee in a position which has an equal or lower number of hours to be worked on an annualized basis.
 4. They must be qualified and have the ability to perform the work required.
- C. Employees to be laid off for an indefinite period of time will be provided at least fourteen (14) calendar days' notice of layoff, with the exception of a financial emergency. The Association shall receive a list of the employees being laid off on the same date the notices of layoff are issued to the employees.
- D. During a layoff an employee's entitlement to wages, insurance and other benefits are terminated.
- E. An employee on layoff will remain on the recall list for two (2) years. Seniority will not accrue while on layoff.

F. In the event of a recall, the process of recall shall be:

- 1.** Employees shall be recalled in the inverse order of lay off within their respective classifications to positions for which they are qualified.
- 2.** The Board shall give written notice of recall by certified mail to the employee's last known address on file with the Board.
- 3.** The employee shall notify the Board of their intent to return on the date specified in the recall notice within seventy-two (72) hours of receiving the recall notice.

If an employee fails to notify the Board of their intent to return within seventy-two (72) hour of receipt of the notice of recall or does not report to work within ten (10) work days of the date of recall, they shall be continued on layoff.

- 4.** An employee need not accept a return notice unless they are made whole i.e., equal pay, benefits, and hours as before their layoff. Those employees not returning to a job with lower pay or hours will remain on layoff for two (2) years.

ARTICLE 17 - RETIREMENT

- A.** Employees with a minimum of twenty (20) years of service to Durand Area Schools, who are retiring under the provisions of the Michigan Public School Employee's Retirement System, will receive payment for thirty percent (30%) of their accumulated sick leave at their daily rate of pay.

ARTICLE 18 - INSURANCE

- A.** Based on each employee's average work hours (as defined by the Patient Protection and Affordable Care Act), employees may be eligible for some insurance benefit.
- B.** If an employee meets the insurance benefit eligibility requirements, the Board shall provide the following MESSA PAK programs:

Plan A – For grandfathered employees eligible and opting for health insurance

Choices II (\$500/\$1000 in-network deductible, \$20 office visit co-pay, Saver Rx); Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; \$30,000 Term Life Insurance; LTD (120 day 70% of salary; \$5,000 max). Ends on 12/31/2018.

Beginning 1/1/2019

MESSA ABC Plan 1 - HSA Plan, Deductible \$1350/\$2700, No In Network Copay, 0% In Network Coinsurance, ABC Rx Coverage. Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; \$30,000 Term Life Insurance; LTD (120 day 70% of salary; \$5,000 max).

1-1-2019 through 12-31-2019: Employer will contribute to the HSA of an active grandfathered employee on a month-to-month basis: \$1,080 (divided by 12) for single plan and \$2,160 (divided by 12) for two-person or family plan.

1-1-2020 through 12-31-2020: Employer will contribute to the HSA of an active employee on a month-to-month basis: \$850 (divided by 12) for single plan and \$1,700 (divided by 12) for two-person or family plan.

Monthly employer contribution toward HSA for active grandfathered employee would end on 12-31-2020.

Plan B – For employees not eligible for, or opting out of, health insurance

Delta Dental (Class I, 80; Class II, 80; Class III, 80; Class IV, 80; max: UCR), VSP 3+ Vision Plan, \$50,000 Term Life Insurance, Dependent Life (\$2,000/spouse, \$2,000 children); LTD (120 day 70% of salary; \$5,000 max).

Plan C – For employees eligible and opting for health insurance

MESSA ABC Plan 1 - HSA Plan, Deductible \$1350/\$2700, No In Network Copay, 0% In Network Coinsurance, ABC Rx Coverage. Delta Dental (Class I, 75; Class II, 75; Class III, 60; Class IV, 75; max: UCR); VSP 3+ Vision Plan; \$30,000 Term Life Insurance; LTD (120 day 70% of salary; \$5,000 max).

Plan A, Plan B and Plan C shall comply with the Patient Protection and Affordable Care Act, or its replacement Act, PA 152, and the IRS Code, including any changes

necessary to avoid taxes, penalties, or fees chargeable to the District. Should either Plan fail to comply with the PPACA, or its replacement Act, PA 152, or the IRS Code, the District shall be authorized to make changes necessary to ensure compliance.

C. Insurance Benefit Eligibility Requirements:

1. Employees scheduled to work an average of at least twenty (20) hours per week minimum, but less than thirty (30) hours per week (as defined by the Patient Protection and Affordable Care Act), or its replacement Act, will be eligible for Plan B benefits.
2. Those employees who work an average of thirty (30) hours per week (as defined by the Patient Protection and Affordable Care Act), or its replacement Act, shall be eligible for Plan C benefits, or may decline Plan C benefits and instead accept Plan B benefits and cash-in-lieu.
3. The District will contribute Eighty Percent (80%) of the monthly single subscriber healthcare premium of Plan C (grandfathered Plan A – 80% of monthly healthcare premium) in accordance with Section 4 of the Publicly Funded Health Insurance Contribution Act, MCL 15.564. The employee's portion will be withheld through payroll deduction. Employees may purchase two-person or full family coverage for Plan C, but will be solely responsible for the difference in cost. The employee may elect to purchase benefits through payroll deduction on a pre-tax basis, in accordance with Section 125 of the Internal Revenue Code. Those employees who lack enough wages during a given month to pay for their portion of Plan A or Plan C, respectively, must pay their portion directly to the business office no later than the first work day of the month in which the payment is due. Those who fail to pay their portion will be considered to have waived coverage.
4. Option:

Cash-In-Lieu – If an eligible employee chooses not to participate in Plan C, as provided for in the agreement, the employee shall file a cash-in-lieu waiver of health benefits with the Durand Area Schools central office. Upon receipt, the cash-in-lieu waiver will be processed for the next available premium month and employee will receive \$90 per month (\$1,080 annually if waiving for a full year), [grandfathered Plan A, \$200 per month (\$2,400 annually if waiving for a full year)], with appropriate payroll taxes withheld. All employees as a condition to receiving cash-in-lieu must first provide documentation that they otherwise receive health insurance that meets the value and coverage requirements of the PPACA or its replacement Act.

D. Employees on unpaid leave (except for those on leave under the Family Medical & Leave Act) may continue their insurance coverage at their own expense under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Payment details will be arranged through the Business Office.

E. The medical benefit plan coverage year shall be July 1 – June 30.

ARTICLE 19 - GRIEVANCE PROCEDURE

A. Definitions

1. A grievance shall be an alleged violation of the expressed terms of this agreement;
2. It is agreed that a grievance in response to discharge or demotion shall be deemed abandoned if the grievant(s) files a claim or complaint seeking the same remedial relief as stated in the grievance in any other forum established by law or by regulation having the force of law.
3. The term "days" shall mean days in which school is in session. During the summer months, the term "days" shall mean regular business days on which the administration building is open.

B. General Conditions

1. A written grievance shall be filed on the form in Appendix C.
2. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at the Level Two (2) of the grievance procedure within twenty (20) days.

C. Hearing Levels

Level 1. An employee and/or Association having cause for a complaint shall, within twenty (20) days of its occurrence or knowledge of its occurrence, file a grievance form (Appendix C) with the immediate supervisor. An Association representative may participate if requested by the employee. A copy of the grievance form shall be given to the Association by the grievant at the time of filing. The immediate supervisor shall issue a decision within ten (10) days to the grievant and a copy filed with the Association by the immediate supervisor. After the filing of the grievance, an extension of up to ten (10) additional days shall be granted at the request of either party.

Level 2. If the grievance is not resolved or a decision is not issued at Level 1, the employee and/or Association may file the grievance with the Superintendent within ten (10) days.

The Superintendent or designated agent shall arrange a meeting with the grievant and/or Association representative to discuss the grievance. Within ten (10) days of the discussion, the Superintendent or designated agent shall issue a decision in writing, transmitting a copy to the grievant and the Association.

If the employee and/or the Association is not satisfied with the disposition of the grievance or if no decision is issued, the Association may decide to take the grievance to Level 3 within ten (10) days.

Level 3. Following the decision by the Superintendent, either party may request mediation by MERC within ten (10) days.

Level 4. If as a result of mediation the grievance is not resolved, the Association may appeal the grievance to the American Arbitration Association within ten (10) days.

D. General Arbitration Provisions

1. The arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association and the Uniform Arbitration Act.
2. The parties may mutually agree to an arbitrator.
3. The fees and expenses of the arbitrator shall be paid by the loser.

The Association and the employer shall pay their own costs of representation, witnesses, transcripts, etc.

4. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
5. The decision of the arbitrator shall be final and binding subject to review in accordance with the applicable standards for judicial review.

E. Restrictions on the Arbitrator's Authority:

1. The arbitrator shall have no power to add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
2. The arbitrator shall have no power to rule on the content of an evaluation, unless the claim is that the content is false or in error. The arbitrator shall have the power to rule on the procedures used in the evaluation.
3. The arbitrator shall have the power to rule on any discipline resulting from an evaluation.
4. The arbitrator shall have no power to interpret state or federal law.

F. Should an employee and/or Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant and/or association fail to appeal a decision within the limits specified, all further proceedings on a previously instituted grievance shall be barred.

G. All preparation filing, or presentation of grievances shall be held at times other than when the employee or Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances, employees will suffer no loss of pay.

H. The time limits provided in this Article shall be strictly observed but may be extended by mutual agreement of the parties.

- I. Any claim or grievance arising prior to the expiration of this Agreement may be processed through the grievance procedure until resolution.
- J. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.

DURAND AREA SCHOOLS	
2018-2019 SCHOOL YEAR CALENDAR	
August 20, 2018	Work Day for Teachers
August 21-22, 2018	Professional Development for Teachers
August 23, 2018	1st Day Half Day Students AM – PD for Teachers PM
August 24, 2018	Half Day Students AM – PD for Teachers PM
August 31, 2018	No School - Labor Day Weekend
September 3, 2018	No School - Labor Day
September 21, 2018	Half Day Students AM – PD for Teachers PM
October 19, 2018	Half Day Students AM – PD for Teachers PM End of 1 st Marking Period
October 22, 2018	No School
November 16, 2018	Half Day Students AM – PD for Teachers PM
November 21-23, 2018	No School for Students - Thanksgiving Break
December 20, 2018	Half Day AM for Students – Records Day for Teachers PM
December 21, 2018	Half Day AM for Students – Records Day for Teachers PM End of 2 nd Marking Period / End of 1 st Semester
December 24-31, 2018	No School for Students – Holiday Break
January 1-4, 2019	No School for Students - Holiday Break
January 7, 2019	Students Return to School
February 15, 2019	Half Day AM for Students – PD for Teachers PM
February 18, 2019	No School for Students – President’s Day
March 15, 2019	End of 3 rd Marking Period
March 25-29, 2019	No School for Students - Spring Break
April 1, 2019	Students Return to School
April 19, 2019	No School for Students – Good Friday
May 27, 2019	No School for Students - Memorial Day
June 4, 2019	Half Day Students AM – Teacher Records Day PM
June 5, 2019	Last Day Students Half Day Students AM – Teacher Records Day PM

DURATION OF AGREEMENT

This agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect for three (3) years until the 30th day of June, 2021.

Pursuant to the requirements contained within MCL 423.215 and Public Act 436 of 2012, if an emergency manager is appointed under the local government and school district fiscal accountability act, 2011 PA 4, MCL 141.1501 to 141.1531, or PA 436 of 2012, the emergency manager may 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 PA 436 of 2012.

IN WITNESS WHEREOF, The parties execute this agreement by their duly authorized representatives having affixed their signatures below.

**FOR THE SCEA/MICHIGAN EDUCATION
SUPPORT PERSONNEL ASSOCIATION:**

**FOR THE
BOARD OF EDUCATION:**

<u>Lisa Edwards</u>	<u>1-17-19</u>	<u>[Signature]</u>	<u>9/26/18</u>
<u>Melisa Raley</u>	<u>1-22-19</u>	<u>[Signature]</u>	<u>9-26-18</u>
<u>Susan Drozda</u>	<u>1-17-19</u>	<u>[Signature]</u>	<u>9-26-18</u>
_____	_____	<u>[Signature]</u>	<u>9-26-18</u>
_____	_____	<u>[Signature]</u>	<u>9-26-18</u>
_____	_____	<u>[Signature]</u>	<u>9-26-18</u>
_____	_____	_____	_____

APPENDIX A – RATE OF PAY

MESPA 2018-2021 School Years

2018-19, 2019-20, 2020-21 – Base increase of 2% off scale after 4th year step.
(Includes those at 11th year base at end of year 2017-2018.)

	<u>Probationary</u>	<u>Remainder</u> <u>1st yr</u>	<u>2nd yr</u>	<u>3rd yr</u>	<u>4th yr</u>
Lunchroom Aide	\$9.25	\$9.68	\$10.20	\$10.67	\$11.16
Building Aide	\$9.40	\$9.92	\$10.44	\$10.94	\$11.47
Paraprofessional	\$10.82	\$11.44	\$12.03	\$12.66	\$13.28

Employees who are required to attend in-service training or other school related activities will receive their regular rate of compensation.

Longevity Payments shall be attached to base hourly rate and paid as part of regular salary.

Years of Service
as of November 30

Additional Payment

14 +

\$0.44/hour

APPENDIX B – LEAVE FORM

NAME: _____ **DATE:** _____

DATE LEAVE WILL BEGIN: _____

DATE LEAVE WILL END: _____

RETURN NOTIFICATION DATE: _____

ELECTION OF INSURANCE CONTINUATION: YES NO

EMPLOYEE SIGNATURE: _____

For office use only

INSURANCE PAYMENT REQUIRED: \$ _____

PAYMENT DUE DATE: _____

COMMENTS:

APPROVAL SIGNATURE: _____ **DATE:** _____

APPENDIX C - GRIEVANCE FORM

Person(s) filing grievance: _____
Building: _____ Assignment: _____

LEVEL 1 (Immediate Supervisor)

Date of initial filing: ___/___/___ (Must be within twenty (20) days of occurrence or knowledge of occurrence of alleged contract violation.)

Date of violation: ___/___/___
Description of violation (Use attachment if necessary): _____

Contract provisions violated:
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____
Contract Article _____, Section _____, Page _____

Relief sought (Use attachment if necessary): _____

_____ Check here if attachment(s) are included.

Signed _____ /___/___ **Received by** _____ /___/___
Person filing or MESPA Rep. Date Date

_____ Copy to Association by grievant

Last day for decision: ___/___/___ (within ten (10) days of filing)

Ten (10) day extension requested _____ by supervisor, _____ by grievant

Disposition of grievance: _____ Upheld _____ Denied. Conditions (Use attachment if necessary): _____

_____ Check if attachment(s) are included.

Signed _____ /___/___ **Received by** _____ /___/___
Supervisor Date Date

_____ Copy to Association by Supervisor

LEVEL 2 (Superintendent or Designee)

Date of filing: ___/___/___ (*Must be within ten (10) days of decision at Level 1*)

___ Check if new attachment(s) and/or information is included

Date of meeting to discuss grievance: ___/___/___

Persons present: _____

Last day for decision (*within ten (10) days of meeting*): ___/___/___

Disposition of grievance: ___ Upheld ___ Denied. *Conditions (Use attachment if necessary):* _____

___ Check if attachment(s) are included.

Signed _____ /___/___/ **Received by** _____ /___/___/
Superintendent Date Date

___ Copy to Association by Superintendent

LEVEL 3 (Mediation)

Date of request (*must be within 10 days of Superintendent's decision*) ___/___/___

Requested by: _____

Please attach a copy of the parties interpretation of the Mediator's recommendations or report.

LEVEL 4 (Arbitration)

Date of request (*must be requested within 10 days of the end of mediation*) ___/___/___

Requested by: _____

Please attach a copy of the Arbitrator's report.

NOTES: