

# **AGREEMENT**

**between the**

**CLARE EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**and the**

**CLARE BOARD OF EDUCATION**

**December 17, 2018 – June 30, 2021**

**CLARE PUBLIC SCHOOLS  
Clare, Michigan**

This Agreement is entered into the 17<sup>th</sup> day of December, 2018 by and between the Clare Board of Education, Clare, Michigan, hereinafter called the "Board" and the Clare Educational Support Personnel Association, MEA, NEA hereinafter called the "Association."

WITNESSETH

WHEREAS the Board has a statutory obligation, pursuant to Act 336, Public Acts of Michigan for 1947, as amended by Act 379, Public Acts of Michigan for 1965, known as the Public Employment Relations Act, to bargain with the Association as the representative of its office personnel and paraeducators with respect to hours, wages, terms and conditions of employment;

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

## ARTICLE 1- RECOGNITION

1.0 The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for all Secretaries, Secretary-Clerks, Paraeducators, Media Clerks, Instructional Paraeducators for the Hearing Impaired\*, including those on hourly, and personnel assigned to newly created positions involving work within the unit as defined by the Michigan Employment Relations Commission, but excluding Central Office personnel and excluding other employees of the Clare Public School District.

\*Throughout this contract Media Clerks and Instructional Paraeducators for the Hearing-Impaired will be referenced as Paraeducators, where not otherwise separated; e.g., Article 23.

1.1 Unless otherwise indicated, the term "Association", when used hereinafter in this Agreement shall refer to the Clare Public Schools Educational Support Personnel Association, MEA.

1.2 Unless otherwise indicated, the term "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

1.3 Unless otherwise indicated, the term "Board" when used hereafter in this Agreement shall refer to all supervisory and/or administrative personnel employed by the Clare Board of Education.

## ARTICLE 2- RIGHTS OF THE ASSOCIATION

- 2.0 The Association shall have, in addition to other rights expressly set forth or provided by statute, the following rights:
- A. The Association shall be provided with a bulletin board, or sections thereof, for the purpose of posting Association materials. The Association shall also have the right to use the inter school mails to distribute Association material.
  - B. The Association shall have the right to use school facilities for meetings when such facilities are not otherwise in use.
  - C. Duly authorized representatives of the State and National levels of the Association shall be permitted on school properties to confer with Association members provided that this shall not interfere with nor interrupt normal school operations. The representative(s) will notify the office of the Principal of his/her presence.
  - D. A bargaining unit member who is involved in a grievance hearing, Arbitration hearing or Negotiations with the Board shall be released from duties with no loss of pay when such proceedings are scheduled during working hours.
  - E. Bargaining unit members shall be represented by the Association President and/or his/her designee. The Association shall furnish in writing to the Board the names of the President, Vice-President and Secretary-treasurer upon their election or appointment. The President during working hours, without loss of time or pay, may represent bargaining unit members and present grievances to the Board. Should it become necessary for the President to leave his/her place of work in order to represent a bargaining unit member, the President shall notify his/her supervisor and give the name of bargaining unit member he/she is going to represent. The President shall notify the supervisor upon his/her return to work.
  - F. The Board agrees to furnish to the Association in response to reasonable requests all available information concerning the financial resources of the District, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports; membership data; names and addresses of all employees; salaries paid thereto; and such other information that is required to be disclosed under the Freedom of Information Act which may be necessary for the Association to act on behalf of its membership. The Association shall reimburse the district the cost pursuant to FOIA.
  - G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding section H of this Article of the Agreement. The

Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:

1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its Agents.
2. The Association has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
3. The Association has the right to choose the legal counsel to defend any said suit or action.
4. The Association shall have the right to compromise or settle any claim made against the Board under this section.

H. Miscellaneous Payroll Reductions

Upon written authorization from the bargaining unit member, the Board shall deduct from the wages of the bargaining unit member and make appropriate remittance for annuities, credit union, or any other plans or programs jointly approved by the Association and Board.

- I. The Association shall be allowed nine (9) Association days per year. On such days members shall be released from duties without loss of pay, to conduct Association business. Such days may only be utilized by the officers and/or agents of the Association. Whenever possible, the Association agrees to provide written notice five business days in advance.

### ARTICLE 3- RIGHTS OF THE BOARD

- 3.0 The Board, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- 3.1 The Board shall have the right to hire all employees and subject to the provisions of the law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees.
- 3.2 The Board shall have the right to determine classification of members of the bargaining unit.
- 3.3 To exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, 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 to the extent such specific and express terms of the Agreement are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE 4 -SENIORITY

- 4.0 Seniority shall be defined as the length of service within the District in this bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by drawing lots.

Bargaining unit members shall accrue seniority in any classification in which they work. In the event a bargaining unit member transfers from one classification to another, he/she shall retain seniority for the period of time he/she worked in the classification and shall continue accruing seniority in his/her new classification on his/her first day of work in the new classification.

- 4.1 All new employees shall be probationary employees until they have completed ninety (90) working days. Any unpaid leaves or layoffs during that time shall not count toward satisfying the probationary period. During the probationary period, the employee shall be represented by the Association for all purposes.

Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees may be discharged at the employer's discretion and without recourse to the grievance process.

- 4.2 The Board will maintain an up-to-date seniority list showing the seniority of each employee. A copy of the seniority list shall be provided to the Association and to each bargaining unit member by October 15 of each year. Errors, omissions, and/or deletions will be noted and corrections made as required to conform to this Agreement. Any objections to the list shall be made within thirty (30) calendar days of the list being provided to all bargaining unit members. Bargaining unit members shall be provided a form to verify the accuracy of their placement on the seniority list.

Revised seniority lists shall be provided to the Association and to each bargaining unit member when necessary. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior employee's name at the top of the list.

- 4.3 Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement, and transfer to a non-bargaining unit position or at the end of three years from the date of layoff. See Article 15, section 15.0 (H) for exception to this provision.

## ARTICLE 5 -RESIGNATION

- 5.0 Any bargaining unit member shall file a written resignation with the Superintendent at least fifteen (15) calendar days prior to the effective date. Failure to do so will cancel paragraph 5.1 of this Article.
- 5.1 Any bargaining unit member who voluntarily discontinues his/her services under the provision of Paragraph 5.0 does not forfeit his/her right to earned vacation time. Earned vacation time does not accrue until twelve (12) months after the last anniversary date.
- 5.2 Any employee may withdraw his/her resignation within five (5) working days of its submission.

## ARTICLE 6- FAMILY MEDICAL LEAVE

- 6.0 Family Medical Leave: An employee that has worked for the District for a period of at least twelve (12) months and who has worked at least twelve hundred fifty (1,250) hours during the twelve (12) month period before the leave is to start, shall be granted up to twelve (12) work weeks of unpaid leave during any twelve (12) month period on a rolling year basis. If there is any inconsistency between these provisions and FMLA or the implementing regulations, FMLA and its regulations will supersede these provisions
- A. Pursuant to the Family and Medical Leave Act as amended, an employee shall be entitled to an unpaid leave of absence of up to twelve (12) weeks, during a twelve (12)-month period, for one or more of the following:
1. Birth, adoption or foster care placement of an employee's child;
  2. A serious health condition of the employee which disables him/her from performing any one of the essential functions of his/her position. Such condition may be an illness, injury, impairment, physical or mental condition that involves in-patient care in the hospital, hospice or a residential medical care facility or requires continuing treatment by a health care provider;
  3. The serious health condition of an employee's spouse, child or parent;
  4. An employee shall have the option of taking Family and Medical Leave on an intermittent or reduced schedule.
  5. Or, other reasons provided under FMLA.
- B. The Board and the employee agree to cooperate in scheduling return from leave pursuant to the Federal Family and Medical Leave Act at a time which minimizes disruption to the continuity of education programming and service delivery and consistent with the provisions of the Act and its regulations.
- C. The Board will continue premium payments for health care benefits up to twelve (12) weeks for an employee who has been granted a leave for his/her own illness, to care for a seriously ill family member or for the birth or adoption of a child pursuant to the Federal Family and Medical Leave Act. If the employee voluntarily terminates employment, the Board shall have the right to recover all premium payments made during the unpaid leave interval. These amounts may permissibly be deducted from any wage or other payments due the employee, with any deficiency to be remitted by the employee to the Board within ninety (90) days of demand.
- D. Accrued paid leave shall be used during FMLA, as may be applicable by contract. The remainder of any leave time will be unpaid.

- E. The employee returning from a leave under this Act shall be returned to his/her previous or equivalent position.
  - F. Upon request, the employee shall present a clearance certificate signed by a physician prior to returning to work. The superintendent shall also have the right to have the employee examined by a physician of the district's selection at district expense.
- 6.1 Medical certification(s) may be required by the Board to support the need for leave due to a serious health condition.
  - 6.2 An Employee requesting an approved leave of absence outlined herein will be required to use all accrued sick leave, and/or personal leave, or vacation time while on Family Medical Leave. In the case where the District has employed both husband and wife, the total amount of family leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse.
  - 6.3 Whenever practicable, a thirty (30)-day advance written notice of the need to take a Family Medical Leave is required of foreseeable leaves.
  - 6.4 An Employee returning to work from a leave described herein shall be restored to his/her former position or to one that is equivalent in benefits, pay, and other terms and conditions of employment. During a Family Medical Leave, the board shall maintain the Employee's current coverage under the District's health, dental and vision insurance program provided the Employee continues to pay any normal Employee contribution as applicable monthly.
  - 6.5 Should the Employee elect not to return to work at the end of an approved leave outlined herein for reasons other than the continuation, recurrence, or onset of the health condition that gave rise to the leave or for circumstances beyond the control of the Employee, the District may seek reimbursement for the health premium paid by the District during the leave period.
  - 6.6 Employees shall receive wage schedule credit, sick leave credit, and accumulation of seniority when returning from family medical leave.

## ARTICLE 7- PROTECTION OF BARGAINING UNIT MEMBERS

- 7.0 The Board recognizes that it is not the primary duty of secretaries, secretary- clerks and paraeducators to assume the responsibility for instruction of pupils in the classroom.
- 7.1 Any case of assault upon an employee shall be promptly reported to the principal or the designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault, and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.
- 7.2 If any legal action is brought against an employee by reason of any school involvement, whether directed by a teacher or of an incidental nature or action taken by the employee against a student, the Board will provide assistance to the employee in his/her defense as is permitted under the Michigan School Code.
- 7.3 Serious complaints made by a student or the parent of a student directed toward a member of the bargaining unit shall be promptly called to the employee's attention orally and in writing by the immediate supervisor and shall specify the name(s) of the complainant, the date, location, and details/circumstances of the complaint. Within three (3) working days, the immediate supervisor shall establish a meeting date to seek a resolution to the complaint/dispute. The employee may submit written comments to be attached to the complaint materials in his/her personnel file or evaluation, or he/she may grieve the inclusion of said materials in his/her personnel file or in his/her evaluation.
- 7.4 Members of the bargaining unit shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- 7.5 No derogatory information shall be placed in an employee's file without his/her prior knowledge. The bargaining unit member shall have the right to review the information that is to be placed in his/her file and shall have the right to attach a written response, or to grieve the inclusion of such information in his/her personnel file. The bargaining unit member shall have the right to have an Association representative present during the review.
- 7.6 There shall be no harassment, or discrimination of any kind by administration personnel against Association members on the basis of their membership or activities in the Association, or non-membership.
- 7.7 Bargaining unit members shall have workloads consistent with reasonable expectancy.

7.8 Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being. Any safety hazard or dangerous situation that is reported to the administration shall be investigated and corrected, as soon as possible.

7.9 No bargaining unit member shall be disciplined without just cause and due process. The term "discipline" includes warnings; reprimands; suspensions with or without pay; or discharges. Any such discipline shall be subject to the Grievance Procedure hereinafter set forth including arbitration. The specific grounds for disciplinary action will be presented in writing to the bargaining unit member and the Association no later than three (3) business days after discipline is imposed. No employee shall be reprimanded in public or in the presence of another person other than an Association representative and/or an additional administrative representative. Probationary employees' rights under this paragraph shall not include the right to proceed to arbitration.

#### 7.10 Electronic Mail

Electronic mail is a Board-owned resource. Employees who use this system must realize that electronic communications are inherently vulnerable and non-private. To ensure productivity and good morale, the Board affirms that users of these systems shall have a limited zone of privacy subject to reasonable needs of the Board in assuring the rights of individuals, ensuring lawful conduct of all employees, and protecting the school system from the threat of litigation. Steps have been and are being taken by the Board to ensure the security of this system for users.

7.11 E-mail shall not be used for illegal purposes. E-mail may be subject to discovery in lawsuits, and to review by outside sources.

7.12 The Board may review electronic mail provided there is reasonable cause for doing so and, provided further, that there is no other reasonable way to secure the information being sought for review. Reasons for review might include a lawsuit against the Board, suspicion of a crime or violation of a Board policy, or a need to perform work or provide a service when the employee is absent.

7.13 If the volume of e-mail usage or the time an employee spends accessing the internet impacts an employee's job performance that would be another reason for review.

7.14 Before electronic mail may be reviewed, the ESP President will be notified.

## ARTICLE 8- JOB DUTIES

- 8.0. The administration shall establish job descriptions.
- A. Prior to changing job descriptions, the administration shall discuss the changes with the Association President, with a bargaining unit member from the affected classification and with the immediate supervisor. It is the Association President's responsibility to have a bargaining unit member from the affected classification present at this meeting. Within five (5) working days after the meeting, the administration shall send a copy of the revised job description to the Association President.
  - B. Job descriptions shall be presented to new hires.
- 8.1 Each Job description shall include at minimum,
- A. Job title;
  - B. Minimum requirements and qualifications;
  - C. Specific statement of required tasks and responsibilities.
- 8.2 The evaluation of a bargaining unit member shall be based upon the member's work performance. Each bargaining unit member shall be evaluated at least once every three (3) years by his/her immediate supervisor on the mutually agreed upon evaluation form.
- A. If difficulties are noted, specific ways/means of improvement shall be identified and the evaluator shall provide positive assistance in an attempt to rectify those difficulties.
  - B. The signature of the bargaining unit member on the evaluation form or a complaint shall simply mean that he/she has read the material and such signature shall not be construed to mean that he/she agrees with the contents of such material.
- 8.3 Job descriptions and job qualifications shall be referenced on all job postings. The job posting shall include the hours of work for the posted position.
- 8.4 Special Education paraeducators shall not be assigned general playground/recess, breakfast or lunch duties when they are monitoring their assigned students according to their IEPs.

## ARTICLE 9- VACANCIES, PROMOTIONS, AND TRANSFERS

- 9.0 The Association President will be notified of all newly created positions, and vacancies, and postings in the bargaining unit.
- 9.1 Insofar as practicable, all vacancies will be filled by qualified people. Vacancies shall be awarded to active bargaining unit members if qualified. In the event two members or more of the bargaining unit are qualified for the job, it shall be awarded on the basis of seniority. The positions remaining unfilled shall then be offered to laid off bargaining unit members under the recall procedure in Article 15.
- 9.2 No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) working days. Every attempt shall be made to fill the vacancy within twenty (20) working days. If the vacant position is not filled, the Association shall be so informed.
- 9.3 Transfer of secretaries from one location to another shall be made with the students' best interest in mind.
- 9.4 Written requests for transfers will be considered on the strengths of the reasons given for transfer and with the students' best interest in mind.
- 9.5 Whenever possible, requests for transfers shall be acted upon favorably.
- 9.6 Whenever vacancies occur during the summer, the procedures described below shall be followed:
- A. The district shall post the position(s) on the district website and e-mail to employees the day of the posting at the address provided.
  - B. The bargaining unit member must respond by telephone, e-mail or in writing within ten (10) calendar days of the date of the posting if he/she is interested in the position.

- 9.7 A bargaining unit member who is assigned to a different classification shall be subject to a trial period of sixty (60) working days which may be extended by mutual agreement by the Association and the Board. In the event the member fails to satisfactorily complete the trial period to the Board's satisfaction, or elects to return to his/her former position during said period, he/she shall be permitted to do so without loss of seniority.
- 9.8 Vacancies will exist under the following conditions:
- A. There is an increase in one or more of the following classifications:
    - 1. Paraeducators
    - 2. Secretaries
    - 3. Secretary-Clerks
    - 4. Instructional Paraeducators for the Hearing Impaired
    - 5. Media Clerks
  - B. A position becomes vacant and it is the intent of the administration to fill that position.
  - C. The position shall be filled unless there is an elimination of the program or conditions exist which justify the elimination of the position. Such reasons may include but are not limited to: reduction in funding, change in the scope of the program or change in the requirements of the program.
  - D. A position shall not necessarily be considered a vacancy or a newly created position due to changes such as student schedules, changes in teaching staff, or changes in the title of a program.

## ARTICLE 10- SICK LEAVE

- 10.0 At the beginning of each work year, each bargaining unit member, not including those on worker's compensation (unless they are still supplementing worker's compensation with their sick leave) shall be credited with up to twelve (12) days of sick leave, the unused portion of which shall accumulate from year-to-year up to one-hundred-fifty (150) days. For the purposes of sick leave, a day is defined as the number of hours that the bargaining unit member is regularly scheduled to work per day. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- 10.1 A bargaining unit member may use all or any portion of his/her earned sick leave for: personal illness, personal injury or physical disability. Sick leave days may be taken in full day or half day increments.
- 10.2 A maximum of ten (10) days sick leave per year may be used for a serious illness in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, spouse, children, mother-in-law, father-in-law, brother-in-law, son-in-law, sister-in-law, daughter-in-law, grandparents, grandchildren, step father, step mother, step children, aunt and uncle.
- 10.3 A maximum of five (5) days to be deducted from a bargaining unit member's accumulated sick leave may be used for a death in the immediate family at the time of death and/or funeral/memorial service: spouse, father, mother, children, brother, sister, father-in-law, mother-in-law, grandchildren, and grandparents. Additional time may be granted at the discretion of the Superintendent or designee.
- 10.4 Two (2) days to be deducted from a bargaining unit member's accumulated sick leave may be used for the death of brother-in-law, sister-in-law, or person whose relationship to the member warrants such attendance. Extension may be granted at the discretion of the Superintendent or designee.
- 10.5 Other deaths- one (1) day per death to be deducted from a bargaining unit member's accumulated sick leave may be used to attend the funeral of any person at the discretion of the Superintendent.
- 10.6 Additional uses of sick leave:  
In addition to personal illness or injury, sick leave may be utilized for the following:
- A. Fire, accident, pallbearer,
  - B. Required court appearance,
  - C. Child born to wife,
  - D. One (1) day per emergency illness or injury in the family which requires a bargaining unit member to make arrangements for necessary medical and nursing care,

- E. The day of surgery for a member of the immediate family,
  - F. Dental and doctor appointments,
  - G. Any other reason approved in advance by the Superintendent.
- 10.7 Any bargaining unit member who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Law, shall receive from the Board the difference between the allowance under the Workers' Compensation Law and her regular wages for the duration of the illness. The difference shall be charged against sick leave at the rate of one-third (1/3) sick day. The bargaining unit member shall receive her full wages from the Board, and benefits received from the insurance company are to be endorsed to the School District as long as sick leave benefits are received. Once the member has exhausted his or her sick leave, the Board's obligation under this paragraph is fully discharged.
- 10.8 Any person who has accumulated sick leave in excess of those benefits granted by this contract shall retain the accumulated sick leave heretofore granted.
- 10.9 Any bargaining unit member who is going to be absent shall call the appropriate office to report said absence one (1) hour prior to start time unless prior notification has been given. In the event that the above referenced office is re-designated to a different location, the Board or its designee shall immediately provide notice to the bargaining unit members.
- 10.10 When a paraeducator who has playground, library, or other designated duties is absent from work, a substitute worker will be provided, if available and deemed advisable by the Board. When a substitute is not provided, paraeducators will not be expected to make arrangements for duty coverage.
- 10.11 Sick leave Payout- Upon retirement, voluntary resignation, or layoff, from the district after ten (10) years employment with the district, each bargaining unit member shall be paid twenty-five dollars (\$25) per day for each unused accumulated sick day up to a maximum of one hundred (100) days.

## ARTICLE 11 -LEAVES OF ABSENCE

11.0 The Parties agree that regular and reliable attendance is an essential job duty.

11.1 Leaves of Absence with Pay:

A. Personal Days

1. All members of the bargaining unit shall receive two (2) personal business days. These days may be taken in half (1/2) day increments or full day increments only. The unused portion of personal days shall accumulate as sick leave.
2. A personal day cannot be used the day before or after a holiday or vacation period for the purpose of extending vacation or for the first or last day of the school term, except with justification in writing to the superintendent or his/her designee. The superintendent's decision on the justification will be final.

B. Jury Duty

Any bargaining unit member called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in an arbitration or fact-finding concerning Clare Public Schools shall be paid his/her wages less any jury or witness fee for such time spent on jury duty or giving testimony. Any bargaining unit member released early from such services shall contact his/her immediate supervisor to determine whether he/she should report to work.

11.2 Leaves without Pay

Leaves of absence without pay will be taken without loss or gain of accumulated sick days, pay step placement and vacation.

- A. Employees who are eligible for FMLA may take such leave as provided by the Act and board Policy for qualifying reasons.
- B. Unpaid leaves of up to 60 work days shall be granted where an FMLA qualifying leave exists, even if the Employee is not otherwise eligible for FMLA leave, except in cases of the Employee's personal illness. For an employees' personal illness, a one-year leave beginning with the first paid sick day and unpaid days shall be granted with medical verification.
- C. All other unpaid leaves of absence may be granted at the Employer's discretion.
- D. Health insurance for Employees on unpaid leaves who are not eligible for FMLA, but the event is a qualifying FMLA leave, will continue to receive district-paid

health insurance for up to eight (8) unpaid work days once the employee's paid sick leave has been exhausted. No more than eight (8) unpaid work days of coverage may be used every two (2) years (July 1 – June 30) and the eight (8) unpaid work days do not have to be consecutive.

This benefit may only be used in one school year over a two year period. The Employee's costs for health insurance beyond this shall be based upon a per diem rate using 365 days.

- E. Employees have a right to return to their former position, if they return within the 60 work day leave period or when their paid leave is exhausted. If the leave of absence is greater than 60 work days or the Employee's paid leave time, the returning Employee shall be placed in accordance with Article 15 Reductions in Staff.

## ARTICLE 12- INCLEMENT WEATHER

- 12.0 Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by an Act of Providence, inclement weather, severe storms, fires, epidemic, or health conditions.
- 12.1 When school is closed due to inclement weather conditions, the School District shall have the right to reschedule any days or hours for which the school district is not permitted to count such days or hours under Michigan statute and/or Department of Education administrative rules in effect at the time.
- 12.2 On days when schools are closed for the above stated reasons the following procedures will apply:
- A. Employees will not report to work on inclement weather days. Employees will be paid for the first six (6) inclement weather days in 2018-2019; four (4) days in 2019-2020; and three (3) days in 2020-2021 as they occur. Personal leave days may be used for unpaid inclement weather days.
  - B. Days/hours that must be made up for State aid:  
  
If the District is required to make up the days/hours beyond the state allowance, the employees shall report and will be paid for the make-up days.
- 12.3 In the event that school is cancelled after arrival of the students, due to inclement weather, the following procedures will apply:
- A. Secretaries and secretary-clerks may leave one-half (1/2) hour after the students are released without loss of pay. Paraeducators will be dismissed following any necessary activities.
  - B. Paraeducators will be paid for the balance of the day provided such day(s) are permitted to be counted as a day of student instruction for purposes of receiving State aid. If days are not permitted to be counted as a day of student instruction for receiving State aid, these bargaining unit members will be paid for time actually worked on that day and any additional pay will be paid in accordance with Section 12.2 B of this Article.
- 12.4 In case of a school delay, bargaining unit members report 1/2 hour before students or their regularly scheduled report time whichever is later. They will be paid for the entire day (their normal work assignment).
- 12.5 Bargaining unit members shall not be charged for a sick day or personal business day if it is scheduled to be taken on a day when school is cancelled due to circumstances described above.

- 12.6 If school is closed, the Board reserves the right in its sole discretion to call any bargaining unit members into work on an "as needed" basis. The Board will give consideration to road conditions and the location of the bargaining unit member's home when calling bargaining unit members into work. Bargaining unit members will be paid their regular hourly rate for hours they work in addition to any pay described previously. For example, if a paraeducator is called in on a day that the District is not required to make up, that paraeducator would be paid for any hours worked in addition to the per diem snow day pay.

## ARTICLE 13 -HOURS OF WORK

- 13.0 The normal working day for Secretaries and Secretary-Clerks will be eight (8) working hours per day, five (5) days a week. A half (1/2) hour non-paid lunch period will be determined by the building administrator. For any secretary or secretary-clerk hired or assigned to the positions after July 1, 2018, the immediate supervisor will determine the schedule for the bargaining unit member, including hours and weeks worked.
- 13.1 The High School, Primary School, and Athletics/Counseling secretaries shall be scheduled for 230 work days in 2018-2019, 225 work days in 2019-2020, and 220 work days in 2020-2021. The Middle School secretary and secretary-clerks shall be scheduled for 210 work days. The Adult/Alternative Education secretary shall be scheduled for 195 work days in 2018-2019, 190 work days in 2019-2020, and 185 work days in 2020-2021. For any secretary or secretary-clerk hired or assigned to the positions after July 1, 2018, the immediate supervisor will determine the schedule for the employee, including hours and weeks worked. Summer break time shall be taken at a time mutually agreed upon by the bargaining unit member and the immediate supervisor.
- If additional time is required by administration, employees shall be compensated at their regular rate of pay.
- 13.2 Paraeducators will normally be employed all student days. Paraeducators are subject to additional scheduling by the administration. They may be asked to work additional record days and professional development days with two (2) weeks advance notice. A half (1/2) hour non-paid lunch period will be determined by the building administrator. The employer shall have the authority to schedule work hours.
- 13.3 All secretaries, secretary-clerks and paraeducators of the bargaining unit will be allowed a one hour lunch period when students are not in attendance.
- 13.4 All secretaries, secretary-clerks, and paraeducators shall be entitled to two (2) fifteen (15)-minute relief times each work day. The above bargaining unit members working one-half day or less shall receive one (1) fifteen (15)-minute relief time.

ARTICLE 14- VACATIONS AND HOLIDAYS

14.0 Secretaries and clerks receive seven (7) paid vacation days for the 2018-2019 school year, applicable only to Christmas and Spring breaks. 2019-2020 school year, spring break only (5 days) will be paid vacation time. 2020-2021, no paid vacation.

14.1 All bargaining unit members shall be paid for the following holidays:

Deer Season opening day*	New Year's Eve Day
Thanksgiving Day	New Year's Day
Day after Thanksgiving	Good Friday
Christmas Day	Memorial Day
Christmas Eve Day	Labor Day

provided above holidays fall within the normal work year. Twelve month employees will also have July 4<sup>th</sup> as a paid holiday.

\*provided it falls on a weekday

## ARTICLE 15 -REDUCTION OF STAFF

15.0 In the event that the board determines to reduce staff, employees will be laid off under the following procedures:

- A. The Board shall first layoff probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid off bargaining unit members who are qualified for a vacant or newly created position.

A bargaining unit member whose position has been eliminated due to reduction in work force or who has been affected by a layoff/elimination of position shall have the right to assume a position within the member's present classification for which he/she is qualified and which is held by a less senior bargaining unit member who has the most comparable hours. The bargaining unit member may take a vacant position within the bargaining unit for which he/she is qualified, or the member may bump the least senior member of another classification who has the most comparable working hours if the member is qualified for the position. A bargaining unit member must exercise his/her right to bump by written notice to the Superintendent or his/her designee within five (5) workdays after receipt of a layoff notice.

Bargaining unit members will be notified of displacement or the layoff ten (10) working days prior to the effective date.

- B. "Length of service with the District" shall run from the first date of hire as a permanent employee within the bargaining unit.
- C. RECALL. When the work force is increased after a layoff, bargaining unit members will be recalled by bargaining unit seniority, with the most senior bargaining unit member being recalled first, provided the member has the qualifications and ability to perform the work. Bargaining unit members shall not be required, however, to accept recall to a classification other than that from which they were laid off. A bargaining unit member who accepts recall to a classification, other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.
- D. NOTICE OF RECALL. Notices of recall of bargaining unit members on permanent layoff shall be sent by certified or registered mail to the last known address as shown on the Board's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Board notified as to his/her current mailing address. An bargaining unit member on layoff shall be given at least five (5) work days from receipt of notice to report to work. The Board may fill the position on a temporary basis until the recalled bargaining unit

member can report for work, providing the bargaining unit member reports within the five (5)-day period.

- E. **SUBSTITUTE PRIORITY.** A laid off bargaining unit member shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority, provided the laid off bargaining unit member has the qualifications and ability to perform the work. A laid off bargaining unit member who repeatedly refuses substitute work may be removed from the substitute list.
- F. Assuming the laid-off bargaining unit member is assigned to the same classification and reports for duty the first opportunity following such lay-off, when properly recalled under the Master Agreement, (1) seniority gained during past employment shall be retained and restored at the time of his/her recall and, (2) accumulated sick leave days shall not be cancelled as a result of said lay-off but shall remain credited to his/her use that year and thereafter.
- G. Temporary, probationary and substitute personnel shall be laid off before any regular bargaining unit member is laid off.
- H. Bargaining unit members shall have rights to recall for three (3) years from the date of layoff.

## ARTICLE 16- STRIKES AND RESPONSIBILITIES

16.0. The Association agrees, on its own behalf that:

- A. During the life of this Agreement, neither the Association nor any of its agents, or persons acting in its behalf, shall cause, authorize, or support nor shall any of its members take part in, any strike, that is, the concerted failure to report to work, or willful absence of any employee from his/her position, or stoppage of work or abstinence, in whole or part, from the full, faithful and proper performance of the employee's duties of employment for any purpose whatsoever.
- B. If the Association disclaims in writing to the Board responsibility for any activity prohibited hereby, it shall not be liable in any way therefore. Violation of this Agreement by any employee or group of employees shall constitute good cause for their discharge or for the imposition of discipline or penalties without recourse to arbitration, provided however, that the questions of their participation shall itself be subject to arbitration.
- C. The Board, in the event of violation of this Article, shall have the right, in addition to the foregoing and other remedies available by law, to seek injunctive relief and damages for breach thereof against the Association.
- D. The Association recognizes that supervisory, administrative, and executive officials are excluded from the bargaining unit herein.
- E. Notwithstanding the foregoing, nothing contained herein, shall be construed as a waiver of any rights of the Association or its members which they may have under Section II of Acts 336, Public Acts of Michigan for 1947 as amended by Act 379, Public Acts of Michigan for 1965 or which are otherwise provided by law.

## ARTICLE 17- GRIEVANCE PROCEDURE

17.0. For the purpose of this Agreement, the following Grievance Procedure shall be used:

- A. A claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as provided herein.
- B. STEP I. The member of the bargaining unit or the Association shall first present the matter to the building principal or immediate supervisor within ten (10) working days of learning of an alleged violation, misinterpretation or misapplication. It is the responsibility of the bargaining unit member, during the course of the informal meeting, to notify the building principal or immediate supervisor that the discussion is step one of the grievance procedure. If satisfaction is not obtained within ten (10) working days following the informal meeting, the employee and/or the Association may proceed to Step II.
- C. STEP II - Below:
  - 1. Within ten (10) working days after not obtaining satisfaction at STEP I, the issue shall be reduced to a written grievance upon the form provided, identifying the issue or issues and stating what article or articles and sections of the contract are involved and relief requested, and presented to the building principal or immediate supervisor.
  - 2. Within ten (10) working days after the grievance has been reduced to writing, signed by the grievant or the Association and presented, the Association's grievant and one member of the bargaining unit or Association, or their representative, shall meet with the principal or supervisor and one member of the school administration appointed by the Superintendent. The administration will set the meeting at a mutually agreeable time.
  - 3. Within ten (10) working days, the principal or supervisor, and other member of the school administration shall write their answer to the grievance on the grievance form and the principal or supervisor, and other member of the school administration, the Association's representative, shall sign showing their concurrence or non-concurrence.
  - 4. Within ten (10) working days of receiving the decision reached in Step II, if the member of the bargaining unit or the Association is not satisfied with the results, they may proceed to Step III by so indicating in writing to the Superintendent.
- D. STEP III- Within ten (10) working days of receipt of written notification from the Association, the Superintendent will schedule a meeting between the grievant

and one local Association member, the Uniserv Director, the Superintendent and the grievant's immediate supervisor. If satisfaction is not achieved at this meeting, the member of the bargaining unit or the Association may proceed to Step IV by so indicating to the Superintendent within ten (10) working days of the STEP III response, with a copy forwarded to the Board Secretary.

- E. STEP IV- At the next regularly scheduled Board meeting, or within twenty (20) working days, the grievance will be placed on the agenda. If satisfaction is not achieved at this meeting, the Association may proceed to arbitration, within ten (10) working days.
- F. Timelines shall be strictly enforced. The failure to move a grievance to the next step shall result in the grievance being withdrawn with prejudice.

## ARTICLE 18 -ARBITRATION

18.0 Any grievance remaining unsettled at the conclusion of the Grievance Procedure outlined in Step IV of this Agreement may be submitted to arbitration by either the Board or the Association under the following conditions:

- A. The matter to be arbitrated must concern the application or interpretation of this Agreement, either as to the meaning of its terms or as to the rights of either party under these terms, or as to whether some action, which has been taken, is justified according to these terms.
- B. The party that chooses to submit any unsettled grievance to arbitration must notify the other party in writing within ten (10) working days of the conclusion of Step IV of the Grievance Procedure, except that either party may request in writing an extension of time to notify, but in no event shall such time limit be extended beyond forty-five (45) calendar days after the conclusion of Step IV of the Grievance Procedure. Such notification shall identify the grievance and the issue and shall state what part, or parts, of the contract is, or are, involved. Any grievance not submitted to arbitration within the time herein provided shall be deemed withdrawn.
- C. Within twenty (20) working days after receipt of such written notice, provided for in paragraph B above, the Board and the Association shall attempt to select a single arbitrator acceptable to both parties. If no mutual selection can be agreed to, the parties will submit the selection to the American Arbitration Association for facilitation.
- D. The rules and guidelines of the American Arbitration Association shall be followed.
- E. The arbitrator may interpret this Agreement and apply it to the particular case submitted to him/her, but he/she shall, however, have no authority to add to, subtract from, or in any way modify the terms of this Agreement, nor shall he/she have any authority to limit or change any policies, practices or rules, except as they may involve an application or interpretation of this Agreement; nor shall he/she have any authority to formulate, or add any new policies or rules, nor substitute his/her discretion for the Board's discretion in cases where the Board is given discretion by this Agreement. In the event any disciplinary action taken by the Board is made the subject of arbitration proceeding, the arbitrator's authority shall, in addition to the limitations set forth herein, be limited to the determination of the questions of whether the member of the bargaining unit involved had been disciplined for proper cause. Probationary employees shall not have a right to proceed to arbitration concerning layoff, discipline or termination.
- F. If the arbitrator finds that the penalty assessed by the Board is excessive for the offense or offenses committed, he/she may modify that penalty. It is further

understood that wage schedules incorporated in this Agreement shall not be subject to arbitration, and the arbitrator shall have no authority to establish or change any wage schedule.

G. The arbitration fees and expenses shall be shared by the parties involved in the grievance.

18.1 Retroactive Adjustments - No decision of an arbitrator or of the Board in one case shall create a basis for retroactive adjustment in any other case.

18.2 Withdrawal of Cases - A case on which an arbitrator has been given authority to rule shall not be withdrawn except by mutual consent of the parties to this Agreement.

18.3 Decisions Final -The decision of the arbitrator shall be final and binding upon the Board, the Association and the member of the bargaining unit involved.

**ARTICLE 19 -INSURANCE PROTECTION**

19.0 The Board shall provide MESSA insurance for twelve (12) months for eligible bargaining unit members according to the chart. Said MESSA plan will include MESSA PAK options as follows:

**PAK-A**

MESSA Choices II Health -\$200/\$400 In network deductible  
 Saver Rx Prescription Drug Card  
 \$10/25/50 Office Visit Co-pay  
 Vision- VSP 2 Silver  
 Delta Dental- 60/60/60/60  
 \$1,000 Max  
 2 Cleanings  
 \$5,000 Life Insurance  
 \$5,000 AD&D Insurance

**PAK-B (for those not electing health coverage)**

Vision-VSP 2 Silver  
 Delta Dental- 60/60/60/60  
 \$1,000 Max  
 2 Cleanings  
 \$8,000 Life Insurance  
 \$8,000 AD&D Insurance

Any bargaining unit member hired after July 1, 2011, working 25 hours or more, will be eligible to receive no more than single subscriber Board paid coverage, according to the chart. All bargaining unit members will have the option to purchase coverage (Single Subscriber, 2 Person, or Full Family) at their own expense.

The Board will consider changes to the bargaining unit's health plan coverage annually during the years covered by the collective bargaining agreement. The Board shall not be responsible for reimbursing a bargaining unit member for any deductible and/or co-pay plan resulting from those changes.

Board Health Care Contribution for 2019, 2020, and 2021

**2019**

<b># Hrs Worked Per Week</b>	<b>Single Subscriber</b>	<b>2 Person (hired before 7/1/2011)</b>	<b>Full Family (hired before 7/1/2011)</b>	<b>Dental</b>	<b>Vision</b>

Secretarial					
30 - 40 Hr	\$6,376.56 \$531.38/month	\$13,335.36 \$1,111.28/month	\$17,390.64 \$1,449.22/month	Up to \$720.00 Up to \$60/month	Up to \$204.00 Up to \$17/month
Less than 30	\$0.00	\$0.00	\$0.00	Up to \$720.00 Up to \$60/month	Up to \$204.00 Up to \$17/month
Paraeducators					
25 up to 40	\$6,376.56 \$531.38/month	\$10,524.00 \$877/month	\$10,524.00 \$877/month	Up to \$720.00 Up to \$60/month	Up to \$204.00 Up to \$17/month
Less than 25	\$0.00	\$0.00	\$0.00	Up to \$720.00 Up to \$60/month	Up to \$204.00 Up to \$17/month

<b>2020</b>					
# Hrs Worked Per Week	Single Subscriber	2 Person	Full Family	Dental	Vision
		(hired before 7/1/2011)	(hired before 7/1/2011)		
Secretarial					
30 - 40 Hr	\$6,593.40	\$13,788.72	\$17,982.00	Up to \$720.00	Up to \$204.00
	\$549.45/month	\$1,149.06/month	\$1,498.50/month	Up to \$60/month	Up to \$17/month
Less than 30	\$0.00	\$0.00	\$0.00	Up to \$720.00	Up to \$204.00
				Up to \$60/month	Up to \$17/month
Paraeducators					
25 up to 40	\$6,593.40	\$10,884.00	\$10,884.00	Up to \$720.00	Up to \$204.00
	\$549.45/month	\$907/month	\$907/month	Up to \$60/month	Up to \$17/month
Less than 25	\$0.00	\$0.00	\$0.00	Up to \$720.00	Up to \$204.00
				Up to \$60/month	Up to \$17/month

2021					
# Hrs Worked Per Week	Single Subscriber	2 Person	Full Family	Dental	Vision
		(hired before 7/1/2011)	(hired before 7/1/2011)		
Secretarial					
30 - 40 Hr	\$6,817.56	\$14,257.56	\$18,593.28	Up to \$720.00	Up to \$204.00
	\$568.13/month	\$1,188.13/month	\$1,549.44/month	Up to \$60/month	Up to \$17/month
Less than 30	\$0.00	\$0.00	\$0.00	Up to \$720.00	Up to \$204.00
				Up to \$60/month	Up to \$17/month
Paraeducators					
25 up to 40	\$6,817.56	\$11,244.00	\$11,244.00	Up to \$720.00	Up to \$204.00
	\$568.13/month	\$937/month	\$937/month	Up to \$60/month	Up to \$17/month
Less than 25	\$0.00	\$0.00	\$0.00	Up to \$720.00	Up to \$204.00
				Up to \$60/month	Up to \$17/month

19.1 The Board shall provide full family Delta Dental Insurance for twelve (12) months for all bargaining unit members according to the chart above:

Class I at 60%; Class II at 60%; Class III at 60% with annual max of \$1000; and Class N (orthodontics) at 60% with \$1000 lifetime maximum.

The Board shall provide full family vision insurance MESSA VSP2 Silver for twelve (12) months for all bargaining unit members according to the chart above.

19.2 Those eligible bargaining unit members not electing the health insurance shall receive the amount described below. The bargaining unit member may choose to take advantage of a 403b tax sheltered annuity or similar financial vehicle.

# of hours worked per week                      \$ amount per month

30 or more    \$ 125

19.3 The Board shall make payment of insurance premiums for each bargaining unit member to insure insurance coverage for the twelve-month period commencing September 1 and ending August 31. In instances where cost of coverage exceeds the amount of the subsidy, the Board shall make provisions for the excess to be payroll deductible.

19.4 Other insurance policies and programs may be presented by either party to replace or supplement agreed to programs. However, to implement the above, both parties must agree to same in writing.

## ARTICLE 20 --PROFESSIONAL DEVELOPMENT

- 20.0 The Board will attempt to schedule professional development programs to upgrade the skills of bargaining unit members without loss of pay for said employees such as but not limited to, Safe School Modules. The Board will also consider requests from the Association for professional development programs.

## ARTICLE 21- MISCELLANEOUS PROVISIONS

- 21.0 This Agreement shall supersede any rules, regulations or practices of the Board and Association which shall be contrary or inconsistent with its terms. The Board agrees to provide the Association two (2) copies of the Board Policies when completed.
- 21.1 Copies of this Agreement shall be made available to all members of the bargaining unit now employed or hereafter employed by the Board via the district website.
- 21.2 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 and subsisting except to the extent permitted by law, but all other applications shall continue in full force and effect.
- 21.3 Either party may request an articulation meeting with three (3) days written notice to the other side.
- 21.4 This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- 21.5 Paraeducators shall not teach per se and shall not have complete charge of a class for more than one hour at a time, except in case of an emergency.
- 21.6 All paraeducators shall be notified of any change in their employment at least one week in advance of the opening of the school year. When possible, two (2) weeks notice will be given.
- 21.7 If an emergency financial manager is appointed by the state under the Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion. This authority is a prohibited subject of bargaining under the Public Employment Relations Act (PERA).
- 21.8 A newly hired employee or bargaining unit member who transfers to a new position shall be provided with a minimum of eight (8) hours of orientation prior to assuming independent responsibility of the assignment.
- 21.9 The Administration will schedule support staff meetings twice a year.

## ARTICLE 22- MEDICALLY FRAGILE STUDENTS

- 22.0 When a bargaining unit member is assigned or has the responsibility for a disabled student whose individualized educational plan or 504 Plan requires special education programs or services, the paraeducator shall monitor, but shall not be expected to perform emergency or routine, scheduled maintenance of a medical appliance or apparatus used by the student to sustain his/her bodily functions or render emergency or routine, scheduled care or maintenance of exceptional bodily functions related to the student's impaired health, insofar as such care or maintenance is necessary for sustaining of the student's life. Employees shall be provided training, at no cost to the bargaining unit member, prior to being required to monitor such services.
- 22.1 Bargaining unit members will not have as part of his/her assigned responsibilities the performance of care or maintenance functions such as "tracheotomy tube suctioning," "gastric tube feeding," "catheterization," or similar support for survival. In the event that a student enrolls into the district with these needs, administration and the bargaining unit will both agree to meet and discuss what steps should be taken.

Bargaining unit members shall not be required to administer medicine in the classroom or in the office, except when the nurse is unavailable. At this time the bargaining unit member, and another person to observe such, will dispense the medication as directed by a physician on the Physician's Authorization for Medication at School form and then document into a log book. The log book will be closely monitored by the school nurse with instructions that correspond with the prescription bottle/over the counter medication for each student.

ARTICLE 23 - WAGES

23.0 Each year, the salary increases shall be 1% for secretaries, 2% for clerks and 2.5% for paraprofessionals for 2018-2019, 2019-2020 and 2020-2021, as reflected in the scales below.

23.1 Step increases will be paid 2018-2019, 2019-2020 and 2020-2021.

CESPA WAGE SCHEDULE

			2018-2019	2019-2020	2020-2021
Secretary			1.01	1.01	1.01
1	1.00	\$14.83	\$14.98	\$15.13	\$15.28
2	1.05	\$15.56	\$15.73	\$15.89	\$16.04
3	1.10	\$16.31	\$16.48	\$16.64	\$16.81
5	1.15	\$17.05	\$17.23	\$17.40	\$17.57
10	1.20	\$17.80	\$17.98	\$18.16	\$18.34
15	1.23	\$18.24	\$18.43	\$18.61	\$18.79
20	1.26	\$18.69	\$18.87	\$19.06	\$19.25

1% on scale each year

			2018-2019	2019-2020	2020-2021
Secretary-Clerk			1.02	1.02	1.02
1	1.00	\$11.60	\$11.83	\$12.07	\$12.31
2	1.05	\$12.18	\$12.42	\$12.67	\$12.93
3	1.10	\$12.77	\$13.01	\$13.28	\$13.54
5	1.15	\$13.34	\$13.60	\$13.88	\$14.16
10	1.20	\$13.93	\$14.20	\$14.48	\$14.77
15	1.23	\$14.27	\$14.55	\$14.85	\$15.14
20	1.26	\$14.62	\$14.91	\$15.21	\$15.51

2% on scale, including longevity in all three years

Paraeducator			1.025	1.025	1.025
1	1.00	\$10.89	\$11.16	\$11.44	\$11.73
2	1.05	\$11.43	\$11.72	\$12.01	\$12.32

2.5% on scale, including

longevity in all three years	3	1.10	\$11.98	\$12.28	\$12.58	\$12.90
	5	1.15	\$12.52	\$12.83	\$13.16	\$13.49
	10	1.20	\$12.85	\$13.17	\$13.50	\$13.84
	15	1.21	\$13.17	\$13.50	\$13.84	\$14.19
	20	1.24	\$13.50	\$13.84	\$14.19	\$14.55

23.2 After working five (5) days in a higher paying classification, bargaining unit members shall receive the wages/pay of the first step of that classification retroactive to the first day of work in the higher classified job.

23.3 The substitute rate shall be ninety percent (90%) of the rate for step one of the classification in which the substitute is working. However, a laid off bargaining unit member who agrees to sub shall be paid the greater amount of the following:

- ninety percent (90%) of the rate for step one of the classification in which the substitute is working

OR

- the laid off member's pay rate at the time of layoff

23.4 A member transferring from one classification to another shall be credited on the pay schedule with fifty percent (50%) of the time worked in previous classifications. For purposes of this paragraph only, secretary-clerks shall not be considered a different classification from secretaries.

23.5 The following employees shall be grandfathered at their current rates of pay as of December 17, 2018 until the wage schedule is equal to his/her rate of pay.

Sue Manderbach  
 Kristi Thornton  
 Diane Zinser

23.6 Employees as of December 17, 2018 shall receive the following lump sum stipend payable in February, 2019:

Secretaries	\$3,600	For a reduction in 24 paid work days
Clerks	\$1,400	For a reduction in 14 paid work days
Paraprofessionals	\$1,000	For a reduction in 8 paid work days.

23.7 The adult ed secretary will be paid the IRS rate for required driving. The employee will submit a monthly log which will be countersigned by the Director.

## ARTICLE 24 –DURATION OF AGREEMENT

- 24.0 This Agreement constitutes the entire collective bargaining negotiations on all subjects for the term of this Agreement, and shall become effective as of ratification by both parties and shall continue in full force and effect and be legally binding on the parties hereto, until June 30, 2021.
- 24.1 In any negotiation described in the Article, neither party shall have control over the selection of the negotiation 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 representatives selected by each shall be clothed with 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 ratifications.
- 24.2 The parties agree that, on or before April, 2021, they will set a date to commence negotiations.
- 24.3 If the parties fail to reach an agreement in any such negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission or take any other lawful measure it may deem appropriate.

IN WITNESS THEREOF, the parties hereunto set their hands and seal this 17<sup>th</sup> day of December, 2018.

CLARE BOARD OF EDUCATION:

By: [Signature]  
President

By: J. Walter II (3-22-19)  
Superintendent  
Spokesperson, Negotiating Team

By: [Signature]  
Member, Negotiating Team

For the Board:

By: Susan Marawski  
Member, Negotiating Team

CLARE EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

By: C. Hollinghugh  
President

By: \_\_\_\_\_  
MEA Uniserv Director  
Spokesperson, Negotiating Team

For CESPA:

By: K. Kuhl  
Member, Negotiating Team

By: Kristina [Signature]  
Member, Negotiating Team

By: Suzanne Manderbach  
Member, Negotiating Team

PROFESSIONAL GRIEVANCE REPORT  
CESPA/CLARE PUBLIC SCHOOLS

Grievance No. - \_\_\_\_\_

School Building: \_\_\_\_\_

Bargaining Unit Member's Assignment: \_\_\_\_\_

Date cause of Grievance occurred: \_\_\_\_\_

Step I. Date Grievance was first presented to Building Principal or Supervisor: \_\_\_\_\_

Step II. Date of filing written Grievance: \_\_\_\_\_

STATEMENT OF GREIVANCE (including Article and Section of Master Agreement allegedly violated, misinterpreted, or misapplied):

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RELIEF SOUGHT

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\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

(Use space below for additional signatures if more than one grievant.)

(Step II.) PRINCIPAL (OR SUPERVISOR) AND OTHER ADMINSTRATOR'S DISPOSITION:

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\_\_\_\_\_  
Signature of Principal or Supervisor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator  
Appointed by Superintendent

\_\_\_\_\_  
Date

(Step II.) ASSOCIATION'S DISPOSITION:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Rights and  
Responsibilities Committee Member

\_\_\_\_\_  
Date

**Step III. Superintendent's Level**

SUPERINTENDENT'S DISPOSITION:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

(Step III.) ASSOCIATION'S DISPOSITION:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Rights and  
Responsibilities Committee Member

\_\_\_\_\_  
Date

Step IV. Board of Education Level:

BOARD'S DISPOSITION:

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\_\_\_\_\_  
Signature of Board President or Designee

\_\_\_\_\_  
Date

(Step III.) ASSOCIATION'S DISPOSITION:

Satisfactory \_\_\_\_\_ Unsatisfactory \_\_\_\_\_

\_\_\_\_\_  
Signature of Association Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Association Rights and  
Responsibilities Committee Member

\_\_\_\_\_  
Date

LETTER of AGREEMENT Between

The Clare Public Schools  
And  
The Clare Educational Support Association

Re: Article 1: Recognition  
Part-time secretary-clerk position for sub-calling

This Letter of Agreement is an addendum to the 2007-2011 Master Agreement.

The parties mutually agree that the position of part-time secretary-clerk position for sub-calling shall not be part of the bargaining unit while the district is contracting with Will Sub for that position. Based on the discussion by the parties, this Letter of Agreement resolved CESPAs grievance 07-08 #1.

For The Clare Educational  
Support Personnel Association:

For The Clare Board of Education:

\_\_\_\_\_  
CESPA President

\_\_\_\_\_  
Superintendent, Spokesperson

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

\_\_\_\_\_  
MEA UniServ Director,  
Spokesperson

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