



# **MASTER AGREEMENT**

**BETWEEN**

**THE MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY  
BOARD OF EDUCATION**

**AND**

**THE MARQUETTE-ALGER REGIONAL EDUCATIONAL SERVICE AGENCY  
EDUCATION SUPPORT PROFESSIONALS ASSOCIATION  
(MARESA ESP/MEA/NEA)**

**July 1, 2020 – June 30, 2021**

**July 1, 2021 – June 30, 2022**

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## GENERAL

### ARTICLE 1 - RECOGNITION

- A. The Marquette-Alger Regional Educational Service Agency recognizes the Marquette-Alger Regional Educational Service Agency Education Support Professionals Association (ESP), an affiliate of Michigan Education Association (MEA) as the exclusive bargaining agent for ESP (secretaries, bookkeepers, and receptionists) of the Regional Educational Service Agency, excluding the Executive Assistant to the Superintendent (confidential employee), the Payroll & Benefits Coordinator, substitutes and all other employees.
- B. The Agency agrees not to negotiate with any other organization representing ESP for the duration of this contract.

### ARTICLE 2 - DEFINITION OF EMPLOYEE

- A. The term "employee," as used in this Agreement, shall include all ESP bargaining unit employees who are in a job classification specified in Article 1A of this Agreement, with the exception of those excluded under Section B below. In this Agreement the term "employee" refers to only those individuals in job classifications covered by this Agreement as limited by Section B below.
- B. Full-time employees are those who are regularly scheduled to work forty (40) or more hours per week. Full-time employees are entitled to all benefits in this Agreement.

Regular part-time employees (twenty (20) hours but less than forty (40) hours per week) are entitled to benefits as specified under this Agreement.

Part-time employees regularly scheduled to work less than twenty (20) hours per week are not covered by benefits specified under this Agreement.

- C. As used in this Agreement, the terms "Employer", "Agency", or "Board" refer to the Marquette-Alger Regional Educational Service Agency, unless otherwise specifically stated. "ESP" or "Association" refers to MARESA Education Support Professionals Association.

### ARTICLE 3 - NEWLY-HIRED EMPLOYEES

The Employer shall notify the local Association President (or designee), in writing, of newly hired employees in the Association's bargaining unit. The Employer will also provide the Association President with the address and phone number of the new employee, if available. This information is provided to the Association for the sole purpose of enabling it to perform its duties as the exclusive representative of employees in this bargaining unit. The Association will use the information disclosed only for that purpose, and will exercise reasonable diligence in safeguarding information about the employee's address and phone number from disclosure to any other persons or entities. Newly-hired employees shall be furnished a copy of this Agreement by the Employer.

## ARTICLE 4 - ASSOCIATION AND EMPLOYEE RIGHTS

- A. Pursuant to the Public Employment Relations Act, the Agency and the Association recognize that employees of the Agency shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection, or to refrain from such activities. The Agency and Association will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws and Constitutions of Michigan and the United States, such as rates of pay, wages, hours of employment or other conditions of employment, by reason of his/her membership (or non-membership) in the Association, his/her participation (or non-participation) in any activities of the Association or collective negotiations with the Agency, or his/her institution of any grievance, complaint, or proceeding under this Agreement or otherwise as to any terms or conditions of employment.
- B. Nothing contained in this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan Revised School Code or other applicable laws and regulations. The rights granted to employees in this Agreement are in addition to those provided elsewhere. Any alleged violations of the above laws and regulations are not subject to the Employee Grievance Procedure in Article 9 of this Agreement.
- C. The Association and its representatives have the right to use the Agency Administration Building Conference Room when available during non-working hours for meetings, provided that when special custodial service is required, the Agency may make a reasonable charge for such service. No charge shall be made for use of the room before the commencement of the office day or until 6:00 p.m.
- D. Duly authorized representatives of the Association are permitted to transact official Association business in the Agency Administration Building at reasonable times, provided that this business does not interfere with or interrupt normal office operation. This meeting will be mutually agreed on in advance by the Superintendent and President of the Association.
- E. The Association has the right to use the office facilities and equipment, including typewriters, computers, printers, copiers, and all types of audio-visual equipment which are not otherwise in use, subject to the Agency acceptable use policy and Internet user agreements. The Association shall pay for the cost of all materials and supplies incidental to such use.
- F. The Association has the right to post notices of Association concern on the official bulletin board in the Agency Administration Building. The Association may use the interoffice mail service or email for communications to employees. No employee shall be prevented from wearing insignia pins or other identification of membership in the Association either on or off office premises.
- G. The Agency will furnish to the Association, in response to reasonable written requests from time-to-time, all available information about the financial resources of the Agency, including employee compensation schedules, but not limited to: annual financial reports and audits, constructive programs on behalf of the employees, together with non-confidential information which may be necessary for the Association to process any grievances or complaints.
- H. Employees are entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination as to the employment of such employees.
- I. The Agency shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Agency that no staff member or candidate for such a position in this Agency shall, based on race, color, national origin, sex (including sexual orientation and transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Agency is responsible or for which it receives financial assistance from the U.S. Department of Education. Any claim of discrimination or retaliation will be addressed

through applicable Agency policies, as well as through regulatory agencies and courts having jurisdiction over these claims and are not subject to the Employee Grievance Procedure in Article 9 of this Agreement.

## **ARTICLE 5 - BOARD'S RIGHTS CLAUSE**

The Board, on its own behalf and on behalf of the electors of the Agency, retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred on 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:

- A. To the executive management and administrative control of the Agency and its properties and facilities, and the duties, responsibilities, and assignment of employees during the working day;
- B. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees;
- C. To establish, alter (e.g., annual work weeks, work days and/or number of work hours) or terminate programs and educational services;
- D. To be responsible for the means and methods of instruction, selection of textbooks and other teaching materials;
- E. To adopt reasonable rules and regulations;
- F. To determine the policy affecting the selection, testing, or training of employees provided such selection is based on lawful criteria.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of related policies, rules, regulations, and practices, and the use of connected judgment and discretion are limited only by the express terms of this Agreement, and then only to the extent such express terms conform with the Constitution and laws of Michigan and the United States.

## **ARTICLE 6 - CONTINUITY OF OPERATIONS**

- A. Both parties recognize the desirability of continuous and uninterrupted operations and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement.
- B. The Agency and the Association will not directly or indirectly engage in or assist in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

## ARTICLE 7 - MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes 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.
- B. This Agreement shall supersede any rules, regulations, or practices of the Agency which are contrary to or inconsistent with its terms.
- C. If any provisions of this Agreement or any application of the Agreement to any employee or group of employees is found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law; all other provisions or applications shall continue in full force and effect.
- D. Copies of this Agreement shall be printed upon request at the expense of the Agency and presented to employees or individuals considered for employment by the Agency.
- E. The Employer has the right to require medical verification (e.g., medical examination and/or psychological/psychiatric examination) of a bargaining unit employee's fitness for duty or verification of absence in the following circumstances:
  - 1. To verify a bargaining unit employee's eligibility for leave taken under this Agreement or under law.
  - 2. To evaluate a bargaining unit employee's fitness for duty where the Employer has reasonably founded concerns about that the bargaining unit employee's physical and/or mental ability to perform the essential duties of his/her assignment.
  - 3. To determine a bargaining unit employee's ability to return from any leave of absence attributable to illness or disability taken under this Agreement or leave required by law.

Should an employee desire to have his/her personal physician conduct the examination, the employee shall pay the difference in fees between the Agency-designated licensed physician and the employee's personal physician.

- F. The Agency and the Association recognize that an employee's work performance may be affected by the employee's physical and mental conditions which have an origin outside of the workplace. The Employees Assistance Program Policy is a means to work cooperatively to ensure that the best interest of the Agency and each employee are met. Employees who violate work rules or other reasonably expected standards of conduct (e.g., controlled substance abuse, alcohol use) remain subject to disciplinary action for such violations. To this end, the parties encourage and support the use of the Employees Assistance Program; however, neither the existence of the Employee Assistance Program nor its implementation shall waive or qualify the right of any party to exercise its rights under this Agreement.
- G. There are no understandings or agreements or past practices which are binding on either the Agency or the Association other than the written agreements contained in this Agreement. No further agreements are binding on either the Agency or the Association until the same have been put in writing and signed by both the Agency and the Association as either an amendment to this Agreement or as a Letter of Agreement approved and executed by both parties.

The provisions of this Agreement will supersede all prior agreements and understandings, oral or written, expressed or implied, between the parties and shall govern their entire relationship and shall be the sole source of all rights and claims which may be asserted under this agreement.

- H. During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals as to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Agency

and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and agree that the other is not obligated to bargain collectively as to any subject or matter referred to or covered in the Agreement and as to any subject or matter which was negotiated in the formation of this Agreement but upon which no agreement was reached.

## **ARTICLE 8 - NEGOTIATION PROCEDURE**

- A. The terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Because of the special nature of the public educational process, it is recognized that matters of mutual concern may arise which are not covered by this Agreement. The parties undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considering and resolving any such matters.
- B. Neither party in any negotiations has any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the Agency. While no final agreement can be executed without ratification by the Association and the Agency, the parties mutually pledge that their representatives will have all necessary power and authority to make and consider proposals in the course of negotiations.

## **ARTICLE 9 – EMPLOYEE GRIEVANCE PROCEDURE**

- A. If an individual employee has a personal complaint which he/she desires to discuss with the Administration, he/she is free to do so without recourse to the grievance procedure.
- B. Definition

A claim or complaint by a bargaining unit member or a group of bargaining unit members by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any established practice affecting bargaining unit members' working conditions may be processed as a grievance as hereinafter provided.

- C. Grievance Procedure

Other than for matters subject to the procedures specified, where recourse is available through another remedial procedure or forum established by law or by regulation having the force of law, this Grievance Procedure is the sole means for settlement of disputes concerning application or interpretation of this Agreement, or conditions of employment, which are not resolved between the bargaining unit employee and the Service Area administrator. Employees and the Association ("grievants") are required to follow and to use this procedure in case they have any grievances which they wish to be considered and settled.

Any grievance must be presented as soon after the occurrence or nonoccurrence of the event upon which the grievance is based, or after the occurrence or nonoccurrence comes to the attention of the grievant, as is reasonably possible without interruption of work. To become the basis for a claim, the grievance must be presented at STEP 1 within thirty (30) calendar days (and in writing at STEP 2 within forty (40) calendar days) after the grievant knew or should have known if they exercised reasonable diligence and attention of such occurrence or nonoccurrence. In no event shall the grievance be presented more than thirty (30) calendar days from the date of such occurrence or nonoccurrence. The term "occurrence or non-occurrence" shall be deemed to include the time at which such action is effectively taken by the Board or Administration notwithstanding that actual implementation of such action may take place at some future date.

An individual employee may present a grievance and have the grievance adjusted without the intervention of the Association or its representatives as long as the adjustment is not inconsistent with the terms of this Agreement. The Association, on behalf of the membership, may file a class action grievance. A class action grievance is appropriate only if it involves more than one (1) employee.

Grievances will be presented in the following steps:

D. STEP 1 - Service Area Administrator

Before initiating a formal written grievance at STEP 2 the grievant alleging a violation of the express provisions of this Agreement or any established practice affecting bargaining unit employees' working conditions shall orally discuss the grievance with the Service Area administrator.

E. STEP 2 - Superintendent

1. If a complaint is not resolved in a conference between the affected bargaining unit employee and his/her Service Area administrator, the grievant may invoke the formal grievance procedure, within ten (10) calendar days of the Step 1 meeting between the Service Area administrator and the affected bargaining unit employee, by putting the grievance into written form (See Grievance Form) and delivering copies of the same to the Superintendent. The grievant may, at his/her option, deliver the written grievance to the Association for forwarding to the Superintendent. The written grievance shall contain the following: (1) the section or subsections of this Agreement, or the established practice affecting bargaining unit employees' working conditions, alleged to have been violated; (2) a synopsis of the facts giving rise to the alleged violation; (3) the date(s) of the alleged violation; (4) the relief requested; and (5) signature of the grievant. No Grievance Form may contain more than one grievance.
2. Within seven (7) calendar days of the receipt of the grievance at Step 2, the Superintendent shall meet with the grievant, and/or representatives of the Association at the request of the grievant, in an effort to resolve the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing within seven (7) calendar days of such meeting, and shall furnish a copy to the Association.

F. STEP 3 - Agency Secretarial and Clerical Association Board Committee

If the grievant and/or Association is not satisfied with the disposition of the grievance by the Superintendent at Step 2, or if no disposition has been made within seven (7) calendar days of the meeting at Step 2 (or within ten (10) calendar days from the date of filing at Step 2, whichever is later) the grievance shall be transmitted to the Agency's Secretarial and Clerical Association Board Committee by filing a written copy with the Secretary or other designee of the Board. The Agency's Secretarial and Clerical Association Board Committee shall meet (in accordance with the Michigan Open Meetings Act) with the grievant, and/or Association representatives at the request of the grievant, to review the grievance or give such other consideration to the grievance as it may deem appropriate. Disposition of the grievance by the Agency's Secretarial and Clerical Association Board Committee will be made no later than seven (7) calendar days following any meeting at Step 3 and, if there is no Step 3 meeting, no later than ten (10) calendar days from the date of the grievance submittal at Step 3. A copy of such disposition shall be furnished to the grievant and to the Association.

G. STEP 4 - Arbitrator

If the Association is not satisfied with the disposition of the grievance by the Agency's Secretarial and Clerical Association Board Committee, or if no disposition has been made



within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree upon an arbitrator, the Association shall, within fifteen (15) calendar days following the written disposition of the grievance at STEP 3, file a written demand for arbitration in accordance with the rules of the American Arbitration Association and serve the demand upon the Agency within the same fifteen (15) calendar day interval.

1. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
  2. All arbitration proceedings are subject to and will be conducted pursuant to the Uniform Arbitration Act, MCL 691.1681 et seq.
  3. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. The arbitrator shall have no power to rule on any of the following:
    - a. Termination of services or failure to reemploy any probationary employee.
    - b. Any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law.
  4. Both parties are bound by the award of the arbitrator so long as it is within the scope of his/her authority as set forth above. Judgment may be entered in any court of competent jurisdiction.
- H. The fees and expenses of the arbitrator shall be shared equally by the parties.
- I. All claims to back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have received from any source during the period of back pay. No decision in one grievance shall require a retroactive wage adjustment to any other employee. The arbitrator shall have no authority to order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time period.
- J. Any time limits in this Grievance Procedure may be extended by mutual agreement of the parties confirmed in writing.
- K. The arbitrator shall have no authority to issue a decision on the merits of a prohibited or illegal bargaining subject.
- L. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of the dispute in the same proceeding. In the event that the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.
- M. Notwithstanding any other provision in the Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

N. Miscellaneous Conditions

1. Access to personnel records will be in accordance with the Bullard-Plawecki Employee Right to Know Act, Board Policy and other applicable law.
2. A bargaining unit employee who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose upon approval of the Service Area Administrator.

**ARTICLE 10 – PAID LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Full-time employees (40 hours per week) shall receive eight (8) hours paid sick leave per month; sick leave will be credited on July 1 for each fiscal year.
2. Regular part-time employees shall earn pro rata share of sick leave based on the number of hours regularly worked per day for each full month worked.
3. In the event an employee is separated from employment prior to the end of the fiscal year, a deduction from the employee's final check will be made for sick leave used above his/her accumulated amount. If the amount of remaining wages is insufficient to cover the cost of the advanced sick leave time, the employee will remit payment for any deficient amounts within thirty (30) days of the last day worked.
4. The unused portion of the sick leave allowance shall accumulate from year to year without limitation. The Agency shall furnish a written statement at the beginning of each fiscal year setting forth the total amount of accumulated sick leave.
5. An additional day of sick leave allowance per active position shall be placed in a sick leave bank to be jointly administered by the Agency and the Association with maximum accumulation to one hundred (100) days. These days shall be added to the Association Sick Leave Bank at the end of each fiscal year. (See Appendix B for Association Sick Leave Bank administration guidelines and form.) Employees drawing income from disability benefits funded by the Agency are not eligible to access the Association Sick Leave Bank.
6. Sick leave may be used for the following:
  - Acute personal illness or incapacity over which employee has no control.
  - Medical and dental appointments to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-duty hours.
  - Absences required due to the confining illness or injury to members of the immediate family (spouse, children, parents, parents-in-law, brothers, sisters) and any persons for whose financial or physical care the employee is principally responsible. Employees shall not use more than three (3) days accrued sick leave annually for this purpose except when such illness or injury is of a very serious nature, with prior approval of the administration.
7. When an employee finds it necessary to use sick leave, he/she shall give his/her supervisor as much advance notice as possible on a day-to-day basis. The Superintendent may, upon his/her discretion, require that the employee document or verify a sickness of four (4) or more consecutive days' duration or in the circumstance where the Agency has reason to believe that there is misuse of this leave prior to the payment of sick leave benefits; such documentation shall consist of a Medical Certification which must include the physician's diagnosis for the employee and, for family members, must include the serious health condition, together with the medical facts supporting the certification (as defined and required by the Family and Medical Leave Act), and the need for the employee's absence from work (assistance for basic medical or personal needs, safety, transportation or psychological comfort). The Superintendent shall have the right to require a second medical opinion at MARESA expense.

8. A sick leave absentee report must be completed upon return to work. Sick leave may be taken in hourly segments with prior approval of the supervisor and, in his/her absence, his/her designee. Written requests for sick leave must be submitted prior to use, if possible; otherwise, the request must be submitted upon return. Official records will be kept by the Finance Service Area.
9. Each bargaining unit member may, at their discretion, use their accumulated sick leave days or freeze those days in order to receive short term disability benefits under any compensable benefit program, to the extent allowed by the carrier.

## **B. PERSONAL LEAVE**

1. Personal leave is granted with prior approval of the Superintendent or designee. This leave is not cumulative. Personal leave may be taken in hourly segments. Any unused personal leave days will be placed in the employee's individual sick leave accumulation.
2. Full-time employees (forty (40) hours per week) are granted sixteen (16) hours paid per fiscal year for personal business, credited on July 1 for each fiscal year.
3. Regular part-time employees are granted a pro rata share based on the number of hours regularly worked per day (based on full-time status per B.2 above).
4. Due to extreme conditions, personal leave may be extended by the Superintendent or designee.

## **C. FUNERAL LEAVE**

An employee shall be allowed three (3) work days with pay as funeral leave days, not to be deducted from sick leave, for a death in the immediate family. "Immediate family" is to be defined as follows: parent, step-parent, sibling, spouse, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild, or member of the employee's household. The Superintendent or designee may grant additional funeral leave in special cases.

## **D. JURY DUTY**

An employee called for jury duty or subpoenaed on behalf of the Agency before any judicial or administrative tribunal shall be compensated at the negotiated rate of pay for those hours approved by the Agency provided the witness/jury fee received for the performance of such obligation shall be endorsed over to the Agency.

## **E. WORKER'S COMPENSATION DISABILITY**

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Disability Compensation Act shall receive from the Agency the difference between the disability benefits provided by the Workers' Disability Compensation Act and regular daily wages that would have been earned by the employee, provided, to the extent that the Agency makes payments to the employee for that portion of his/her net compensation not reimbursed under the Workers' Disability Compensation Act, said partial payments shall be charged pro rata against the employee's accumulated sick leave days.

## **ARTICLE 11 – UNPAID LEAVES OF ABSENCE**

### **A. FAMILY AND MEDICAL LEAVE ACT (FMLA)**

Staff will abide by the Agency Family Medical Leave Act (FMLA) Policy.

### **B. CHILD CARE LEAVE**

1. Upon successful completion of the probationary period, a child care leave (up to one (1) year) may be granted (without pay), which period shall be inclusive of any leave for which the employee is eligible under FMLA.
2. Leaves for this purpose shall be granted to an eligible employee to the extent required by the Family and Medical Leave Act. Leave under this section which the Agency is required to grant under the Family and Medical Leave Act must be taken within twelve (12) months of the birth, adoption or foster care placement of the child. Leave will also be granted under this section to the extent required by the Family and Medical Leave Act where the employee's child has a serious health condition requiring care by the employee; if the employee's child is 18 years or older, he/she must be "incapable of self-care because of mental or physical disability" at the time FMLA leave is to commence. The term of leave may be extended by the Agency. Need for further leave for medical reasons will be considered by the Agency on an individual basis.
3. Unpaid child care leave other than that taken by an eligible employee under FMLA is unpaid leave with no Agency-paid benefits. Vacation and other benefits will not be earned during this leave.

### **C. MEDICAL LEAVE**

1. An employee who is unable to work because of serious personal illness or disability and who has exhausted all sick leave may submit a written request, as per board policy, for an unpaid leave of absence for the duration of the illness or disability for a period of up to one (1) year, inclusive of any leave for which the employee is eligible under FMLA. A Medical Certification including the physician's diagnosis, prognosis for the employee to return to work, and assessment of the employee's ability to perform the essential functions of his/her assignment is required for this medical leave. A written request for additional leave shall be reviewed and may be renewed by the Agency. The employee returning from such leave will be placed on the hourly wage rate schedule which he/she left when he/she went on leave.
2. The Agency will continue medical benefit plan cost payments for health care benefits (Article 21, A) up to six (6) months only for an employee who has been granted an unpaid leave of absence for medical reasons due to a personal illness or disability. An employee must continue to pay his/her share of the medical benefit plan cost payments during the leave. This interval shall include any period during which the Agency is required to maintain premium payments under FMLA.

If the employee fails to return from leave at its expiration (except in the event of the continuance, onset, or recurrence of the employee's serious health condition or other circumstances beyond the employee's control), the Agency has the right to recover all medical benefit plan cost payments made by the Agency on behalf of the employee and his/her eligible dependents during the unpaid leave interval (except those paid while on sick leave). 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 Agency within fifteen (15) days of demand.

#### **D. DISCRETIONARY LEAVE**

1. A short term, unpaid leave of absence of up to two (2) weeks may be granted by the Superintendent, at the sole discretion of the Superintendent. The employee shall make the request for such leave in writing at least two (2) weeks before the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
2. A long term, unpaid leave of absence, not to exceed ninety (90) days, may be granted at the sole discretion of the Agency. Such leave shall be available only to employees having at least three (3) years of service with the Agency. An employee desiring such leave shall make the request, in writing, at least forty-five (45) days before the requested date of commencement of the leave and shall, at the same time, state the date of return from such leave.
3. If his/her job classification is dissolved in the employee's absence, he/she will be placed by the Superintendent into a position equivalent to his/her classification. The rule of seniority shall be followed in assigning the employee provided that the employee is "qualified" as defined in Article 14B.

This Article will become null and void for any employee who is employed elsewhere during an unpaid leave of absence.

#### **ARTICLE 12 - TERMINAL LEAVE**

- A. Upon permanent separation and resignation from the Agency and on the condition that the employee becomes eligible on or before the effective date of his/her resignation to receive, at the time of separation from the Agency, retirement benefits under the Michigan Public School Employees Retirement Act, the Agency shall pay a terminal leave payment to the employee equivalent to one-third (1/3) of the daily rate of the employee's then-current compensation for each day of accumulated sick leave. The maximum payable benefit under this provision shall not exceed Two Thousand, Five Hundred Dollars (\$2,500). This payment will be made within 14 days of the issuance of Employee's final paycheck contingent upon proper 403(b) information having been submitted to payroll. This will be administered through the Special Pay Plan (see Article 25). For death, this benefit shall be paid in a lump sum to a beneficiary designated in writing by the employee.

#### **ARTICLE 13 - WORKING CONDITIONS**

- A. The duties of ESP staff shall be governed by Agency policies, job descriptions, work rules and the directives of the administration.
- B. The ESP staff shall be reimbursed, in accordance with Agency policy and procedures, for mileage at the IRS rate for transacting any Agency business or for transportation to and from workshops and/or training conference programs requested by the Superintendent and/or supervisor requiring the use of the employee's vehicle. The supervisor shall make arrangements between employees to form car pools to minimize transportation costs.
- C. ESP staff shall receive two (2) fifteen (15) minute breaks a day, one (1) in the morning and one (1) in the afternoon, on a schedule as approved by the Superintendent.
- D. ESP staff shall be reimbursed at the rate of time and one-half for any hours worked over the forty (40) hours per week, as approved by the Superintendent. (Hours at work is the measure of hours a person was at work to calculate productivity measurement. It includes paid time working, traveling between job sites, breaks, and machine downtime. Hours at work do not include hours for which an employee is paid but not at work, e.g., vacation time, holidays, and paid sick leave.)
- E. An employee may request compensatory time-off (i.e., one and one-half (1 ½) hours off for each hour of overtime worked) in lieu of overtime pay, provided that: (1) compensatory time-off does not exceed eight (8) hours in any one pay period; and (2) compensatory time-off is requested in writing and approved in advance by the Superintendent or designee.

- F. Each new employee shall receive a copy of his/her officially approved job description. An annual review of job descriptions for each position shall be made by the appropriate administrative supervisor during the annual evaluation. The Agency shall take all responsible measures to regularize work assignments, workloads and the relationship of the ESP staff to the person who delegates the assignment.
- G. Each new employee will be required to sign an employee orientation checklist which will become a part of the employee's permanent personnel file.

## **ARTICLE 14 - VACANCIES, PROMOTIONS AND TRANSFERS**

- A. If an ESP vacancy occurs or is anticipated, the Superintendent shall post for a period of ten (10) calendar days of notice of such a vacancy. Vacancies shall be filled on the basis of experience, competency, qualifications, and seniority. A vacancy will not be posted when there is a laid off bargaining unit employee who is qualified to perform the duties of the vacant position.
- B. The term qualified, for the purpose of this Agreement, is a function of both experience and competency. Experience means previous work experience related to duties of the job. Competency is having sufficient ability to perform a full range of the work responsibilities of the position. Qualifications means having the skills (e.g. computer, organizational, technical, accounting) to be eligible to be considered for the position.
- C. When a long-term (one (1) year or more) but not permanent vacancy occurs, a permanent employee may apply for and be temporarily transferred to fill such a vacancy. When such a transfer is made, the vacancy created will be filled with a substitute employee. At the conclusion of the temporary transfer, the permanent employee shall be transferred back to his/her former position or a position equivalent to it.
- D. The Agency recognizes that it is desirable when making assignments to consider the interests and aspirations of its employees when, subject to the selection standards set forth in Article 14, paragraphs A, B, and C. Requests by an employee for a transfer to a different position shall be in writing to the Superintendent. The letter of application shall set forth the reason(s) for the requested transfer, the position sought, and the applicant's qualifications. Such requests shall be reviewed once a year to assure active consideration by the Agency.
- E. During the first twenty (20) work days after an employee has been transferred to a new job assignment, he/she may be transferred back to his/her previous assignment whether at his/her request or at the option of the Superintendent. The Agency may use a substitute or temporary worker during this interval in the employee's former job. The Employer shall give the transferred bargaining unit employee an opportunity to attend workshops/seminars to enable him/her to perform up to the Employer's standards on the new job.
- F. Bargaining unit employees shall not be placed at a lower hourly wage rate due to involuntary transfers.
- G. The party initiating the transfer (i.e., the Agency) or transfer request (i.e., the Employee) must provide a written rationale for the transfer; transfers are to be minimized and avoided whenever possible.
- H. Any bargaining unit employee who temporarily assumes (i.e., for ten (10) consecutive work days) the levels of responsibility of another bargaining unit employee will be paid the regular rate for those duties. A bargaining unit employee's pay rate shall not be reduced as the result of any such temporary change in responsibilities.

## **ARTICLE 15 – EVALUATION**

- A. All bargaining unit employees shall be evaluated and reviewed not less than annually by the division administrator before June 30. The administrator shall review the evaluation with the employee and the employee shall sign the evaluation. The employee's signature indicates the employee's knowledge of the evaluation, and shall not be construed to mean agreement.
- B. A bargaining unit employee has the right to review the contents of his/her personnel file, excluding those matters exempted from the definition of a "personnel record" under Section 1 of the Employee Right-to-Know Act, and to have an Association representative present at such review. Criteria for review and the access to personnel files shall be governed by the Employee Rights to Know Act, MCL 423.501 et seq, as amended.
- C. Each new employee shall serve a ninety (90) work day probationary period, after which the Superintendent shall determine whether or not to hire the employee permanently. Termination of a probationary employee may be with or without cause and is not subject to the grievance process.

## **ARTICLE 16 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- A. The Agency, acting through any administrator, may discipline an employee for just and proper cause. Disciplinary action may consist of an oral reprimand, written reprimand, disciplinary suspension, or discharge. In determining appropriate disciplinary action, the seriousness of the offense, the circumstances surrounding it, and the employee's record and work history will be considered. No employee who has successfully completed the probationary period shall be discharged without just cause. The "just cause" standard shall not apply to the dismissal or discipline of a probationary employee.
- B. A member of the bargaining unit who has successfully completed the probationary period may be discharged for just and proper cause, including failure or inability to do the job, but no employee, probationary or non-probationary, shall be terminated unless and until the action has been preceded by:
  - 1. A written notice from the administrator to the employee, clearly stating the reason(s) for the discharge.
  - 2. A conference between the employee, the administrator and/or Superintendent, and the employee's union representative (if requested by the employee) about the employee's work performance and work history.
- C. If an employee is terminated, the discharge shall be effective immediately and all accumulated vacation time shall be paid.
- D. An employee is entitled to have an Association representative present when he/she is being reprimanded or disciplined for any infraction of rules or regulations established by the Agency or through this Agreement.

## **ARTICLE 17 - SENIORITY**

For the purpose of determining seniority, employees shall be listed according to the following criteria:

- A. Years of continuous service in the bargaining unit.
  - 1. Seniority shall begin on the employee's first work day as a regular, permanent employee.
  - 2. Regular part-time employees shall receive seniority credit in proportion to working time. (e.g., ½ time employee receives ½ seniority credit).
  - 3. When a substitute/temporary employee has worked at least three (3) consecutive months in one (1) specific position and who then becomes a permanent employee in that same position as a regular full-time or part-time employee, for seniority purposes only, the employee's hire date shall be the first day of hire in a permanent position. This provision does not waive the required probationary period, nor allow any advanced movement on the hourly wage rate schedule.
  - 4. An employee who resigns, retires, or is discharged, shall lose all seniority credit, provided that the discharge is not being challenged.
  - 5. Retired/rehired part-time employees shall not accrue seniority.
  - 6. An employee on an Agency-approved unpaid leave of absence shall retain all earned seniority, but shall not accrue additional seniority while on such leave. An employee on uniformed services leave will accrue seniority.
  - 7. The Association and the Agency will jointly keep the seniority list up-to-date with a copy of that list being given to employees during the month of January of each school year. If no objection is received within twenty (20) days after the distribution as to the accuracy of the seniority list, the list distributed shall be regarded as conclusive.
- B. If more than one (1) individual has the same starting date of work, the position on the seniority list will be determined by drawing lots.

## **ARTICLE 18 - LAYOFF/RECALL**

- A. If the Agency is combined with one or more districts, the Agency shall use its best efforts to assure the continued recognition of the Association and the continued employment of bargaining unit members in the consolidated district.
- B. If the Agency institutes a reduction in staff or a reduction in hours, the Agency will retain, as nearly as possible, those employees in the classification being reduced having the longest continuous service in the Agency, and meeting the qualifications and ability necessary to perform the work available, as defined in Article 14.
- C. For layoff involving the termination of positions, the following procedure shall be followed:
  - 1. The Employer shall identify the specific position(s) to be eliminated and shall notify the employee(s) in those positions.
  - 2. The employee(s) in the affected position(s) have the right to displace the least senior employee holding a position in the same classification as the affected employee, provided the affected employee has greater seniority and is qualified to perform the duties of the position held by the employee that he/she is displacing.
  - 3. If a reduction in work hours occurs, an employee whose hours have been reduced may claim seniority over all other employees for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority and is qualified to perform the work of the person he/she



seeks to replace. The exception to this situation would be if all employees are reduced by the same number of hours.

- a) If the work hours of the position that the more senior employee originally occupied are restored, that employee will be offered the option to be reinstated in his/her previous position.
4. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit employee(s) who are qualified for a vacant or newly created position.
- D. An employee may be granted a voluntary leave of absence under Article 11 so as to reduce the number of layoffs. When the employee returns from leave of absence, all previously accrued seniority rights prevail again.
  - E. In no case shall a reduction of any bargaining unit employee's work hours take effect until five (5) work days after written notice to the affected bargaining unit employee(s) is given by the Employer.
  - F. Laid-off employees may continue their health, dental, and vision insurance benefits as defined by the Consolidated Omnibus Reconciliation Act (COBRA) by paying the regular monthly subscriber group rate premium for such benefits as allowed by the insurance carrier.
  - G. Employees who are laid-off shall not have their length of service broken and other benefits shall be frozen for their use on return. A layoff of more than one (1) year shall be considered termination for lack of work.
  - H. When there is an increase in bargaining unit positions following a layoff or positions become available through natural attrition, leaves of absence, or creation of temporary positions, the laid-off employee with the most length of service in the seniority where the vacancy exists in the Agency shall be the first to be offered re-employment. That recalled employee must have the qualifications and ability for the position to which he/she is recalled. A vacancy will not be posted when there is a laid-off employee where that vacancy exists.
  - I. If a laid-off employee fails to accept the regular, permanent position to which he/she is recalled within ten (10) days from the date that notice is sent to his/her last known address by certified mail or email, that employee's seniority and all other benefits with the Agency shall terminate.
  - J. It shall be the responsibility of each bargaining unit employee to notify the Agency of any change in address. The address as it appears on the Agency's records shall be conclusive when used in connection with layoff, recall, or other notice to the employee who has been laid-off.

## **ARTICLE 19 – WAGE RATES**

- A. All employees shall be paid pursuant to the hourly wage rates in this Article, based on years of service and educational degree status as of July 1 of each contract year.
- B. Educational credit earned will be reflected in the wage rate starting on July 1 in the fiscal year after attainment. Appropriate documentation must be provided to the Human Resources Director by June 15.
- C. New employees will begin at Step 0 on the wage scale in their appropriate education column.
- D. Length of the regular work day shall be based on hours specified for his/her job position.
- E. Hourly rates will be paid to an employee for all hours spent in in-service workshops and/or training conference programs required by the Agency, law or the Superintendent. All attendance at in-service workshops and/or training conference programs must be approved by the Superintendent before attendance or participation.

**ARTICLE 19 – WAGE RATES (Continued)**

2020-2021 Hourly Wage Scale			
	No Degree	Associates	Bachelors
0	16.00	16.32	16.65
1	16.48	16.81	17.15
2	16.97	17.31	17.66
3	17.48	17.83	18.19
4	18.01	18.37	18.74
5	18.01	18.37	18.74
6	18.19	18.55	18.92
7	18.19	18.55	18.92
8	18.37	18.74	19.11
9	18.37	18.74	19.11
10	18.55	18.92	19.30
11	18.55	18.92	19.30
12	18.55	18.92	19.30
13	18.55	18.92	19.30
14	18.55	18.92	19.30
15	18.74	19.11	19.50
16	18.74	19.11	19.50
17	18.74	19.11	19.50
18	18.74	19.11	19.50
19	18.74	19.11	19.50
20	18.74	19.11	19.50
21	18.93	19.31	19.69
22	18.93	19.31	19.69
23	18.93	19.31	19.69
24	18.93	19.31	19.69
25	18.93	19.31	19.69
26	19.12	19.50	19.89
27	19.12	19.50	19.89
28	19.12	19.50	19.89
29	19.12	19.50	19.89
30	19.12	19.50	19.89

2021-2022 Hourly Wage Scale			
	No Degree	Associates	Bachelors
0	16.24	16.56	16.90
1	16.73	17.06	17.40
2	17.23	17.57	17.93
3	17.75	18.10	18.46
4	18.28	18.64	19.02
5	18.28	18.64	19.02
6	18.46	18.83	19.21
7	18.46	18.83	19.21
8	18.65	19.02	19.40
9	18.65	19.02	19.40
10	18.83	19.21	19.59
11	18.83	19.21	19.59
12	18.83	19.21	19.59
13	18.83	19.21	19.59
14	18.83	19.21	19.59
15	19.02	19.40	19.79
16	19.02	19.40	19.79
17	19.02	19.40	19.79
18	19.02	19.40	19.79
19	19.02	19.40	19.79
20	19.02	19.40	19.79
21	19.21	19.59	19.99
22	19.21	19.59	19.99
23	19.21	19.59	19.99
24	19.21	19.59	19.99
25	19.21	19.59	19.99
26	19.40	19.79	20.19
27	19.40	19.79	20.19
28	19.40	19.79	20.19
29	19.40	19.79	20.19
30	19.40	19.79	20.19

2022-2023 Hourly Wage Scale			
	No Degree	Associates	Bachelors
0	16.48	16.81	17.15
1	16.98	17.32	17.66
2	17.49	17.84	18.19
3	18.01	18.37	18.74
4	18.55	18.92	19.30
5	18.55	18.92	19.30
6	18.74	19.11	19.49
7	18.74	19.11	19.49
8	18.93	19.30	19.69
9	18.93	19.30	19.69
10	19.11	19.50	19.89
11	19.11	19.50	19.89
12	19.11	19.50	19.89
13	19.11	19.50	19.89
14	19.11	19.50	19.89
15	19.31	19.69	20.09
16	19.31	19.69	20.09
17	19.31	19.69	20.09
18	19.31	19.69	20.09
19	19.31	19.69	20.09
20	19.31	19.69	20.09
21	19.50	19.89	20.29
22	19.50	19.89	20.29
23	19.50	19.89	20.29
24	19.50	19.89	20.29
25	19.50	19.89	20.29
26	19.69	20.09	20.49
27	19.69	20.09	20.49
28	19.69	20.09	20.49
29	19.69	20.09	20.49
30	19.69	20.09	20.49

MARESA employees, if they so desire, may “cash in” unused sick, vacation and/or personal leave at their daily rate not to exceed \$400 per day or their deductible amount per year, based on the annual single subscriber or 2-person/family subscriber deductible amounts as specified by the insurance provider. This “cash in” must be contributed to the MARESA provided health savings account for each employee and will be offered at the beginning of each plan year. For the first full year of hire and beyond, sick, vacation, and/or personal days may be cashed in by an employee provided his/her remaining paid time off days are equivalent to a minimum of one-half (1/2) of a year’s allocation of sick days (i.e., six days for full-time employees). Employees should make an effort to accumulate sick days for medical appointments, and unforeseen illness/medical issues.

## ARTICLE 20 - DIRECT DEPOSIT

All paychecks will be deposited via direct deposit in the bank account designated in writing by the employee.

## ARTICLE 21 – INSURANCE

A. The Agency, for a twelve (12) month period beginning July 1 during each year of this Agreement, shall make medical benefit plan cost contributions, subject to the provisions below, on behalf of employees working full-time and those regular part-time employees working thirty (30) or more hours per week (and their eligible dependents) for one of the following plans. The Agency shall pay half (½) of the Board contributed medical benefit plan costs for regular part-time employees working twenty (20) hours or more, but less than thirty (30) hours per week. The employee shall elect one of the following plans during the open enrollment period (normally in September) and that election shall be irrevocable until the next succeeding open enrollment period, unless compelling family circumstances necessitate change, as approved by the applicable policyholder, underwriter, or insurance carrier.

1. **Plan A** (for Employees electing health insurance coverage):

- a. Upon submission of a written application, the Agency will make the full medical benefit plan cost payment, allowable by law, toward health care protection according to family status toward the purchase of MESSA ABC Plan 1, underwritten by Blue Cross/Blue Shield. Employees must pay any medical benefit plan costs in excess of the employer portion through payroll deduction. The medical benefit plan costs may change annually.

In addition to the out-of-pocket contributions, employees must pay the annual deductible amount for single subscriber or 2-person/family subscriber as specified by the insurance provider. The full amount of the deductible may be deposited in the Agency provided health savings account at the beginning of each plan year. Employees are also allowed, if they so choose, to contribute additional funds to the Agency provided health savings account through payroll deduction.

- b. SET-SEG Self-Funded Dental Plan: 90/90/90; max annual benefit per person \$1,500; lifetime maximum benefit orthodontic to age 19 of \$1,500.
- c. The Agency will pay representative premiums necessary to provide SET-SEG Self-Funded Vision Plan for each eligible employee. Benefits include coverage every twelve (12) months with no limit on exam; glasses lenses or contact lenses; and frame allowance \$265 every twelve (12) months.
- d. Group Term Life Insurance (with AD&D rider) in a full amount equal to \$20,000. In the event of accidental death, insurance will pay double the amount.
- e. The Agency shall make premium payment toward Long Term Disability Insurance for each bargaining unit employee with a 6-month wait period; 60% of compensation excluding all fringe benefits. Benefit payments shall continue to age 65 or until termination of disability, whichever occurs first.
- f. Dependent life insurance in an amount not exceeding one-half (1/2) of the employee's benefit will be available on an optional basis with the employee responsible for payment of premium.

2. **Plan B** (for full-time employees not electing health insurance coverage, and regular part-time employees working thirty (30) or more hours per week not electing health insurance coverage).

- a. Employees may opt for cash in lieu of health in the amount of \$250.00 per month. As a condition to participating in Plan B, an Employee making this voluntary election must

provide written confirmation that he/she is enrolled in other health coverage compliant with the Affordable Care Act.

- b. Dental - same as Plan A.
  - c. Vision - same as Plan A.
  - d. Group Term Life - same as Plan A.
  - e. Long Term Disability - same as Plan A.
- B. The Agency will make the medical benefit plan cost contributions, premium and representative premium contributions for the coverages specified in this Article for the duration of this Agreement. Disputes over policy coverage between the insurance carrier, policyholder or underwriter and employee(s) or their dependents or beneficiaries shall be a matter solely between the employee and the insurance company.
- C. The terms of any insurance contract or policy issued by any insurance underwriter, carrier, policyholder, or third-party employee shall control as to all matters about enrollment, benefits, eligibility, coverage, termination of coverage and other related matters. The employee is responsible for assuring completion of all forms and documents required for participation in the above-described insurance programs. The Agency, by payment of the medical benefit plan costs indicated above, shall be relieved from any and all liability as to insurance benefits and programs.
- D. The Administration will post notification informing bargaining unit employees of the open enrollment period. It is the responsibility of the Administration to inform and explain medical benefit plan options to new employees.
- E. The employee shall report changes in family status to the Business Office within thirty (30) days of such change. The employee is responsible for any overpayment of medical benefit plan costs, premiums, or representative premiums made by the Agency on his/her behalf for failure to comply with this paragraph.
- F. When employment is interrupted by layoff, discharge, resignation, retirement, leave of absence (except as otherwise required by this Agreement and/or the Family & Medical Leave Act), all medical benefit plan cost payments by the Agency continue only for the balance of the month in which the termination occurs.
- G. The Agency reserves the right to competitively bid any of the medical benefit plan programs specified in this Article (per the Public Employee Health Benefits Act), provided that notice of changes in carrier, underwriter, or third party employee are given to the Association before adoption. Further, any substituted plan shall have benefits comparable to the plan replaced.
- H. For each medical benefit plan year, the Agency shall determine whether its method of compliance with the Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq, will be through implementing the hard cap or through adoption of a resolution to pay not more than 80% of the medical benefit plan costs, as is allowed by Section 4 of that act. The election made by the Agency will take effect at the beginning of the applicable medical benefit plan year.

## **ARTICLE 22 - VACATIONS**

- A. Vacations will be taken at the convenience of the Agency, conforming with the requirements of the individual service areas. An employee should consult with his/her supervisor each year about his/her vacation allowance and the time to be scheduled. Whenever possible, employees with the longest service will be given first choice of vacation dates.
- B. Vacations with pay are based on the following:

1. FULL-TIME EMPLOYEES - 12 month status

- a) Vacations may be taken after completion of six (6) months employment.
- b) Monthly vacation hours are earned for each full month of employment (i.e., from the first through the last work day of the month) and are not pro-rated for partial months worked.
- c) Vacation days, which are earned on a monthly basis, are subject to the following annual limits:

0 - 3 years	-	11 days
4 - 9 years	-	13 days
10 -14 years	-	18 days
15+ years	-	21 days

2. REGULAR PART-TIME EMPLOYEES (minimum of 20 hours but less than 40 per week-12 month status)

- a) Vacations may be taken after completion of six (6) months employment.
- b) Monthly vacation hours are earned for each full month of employment (i.e., from the first through the last work day of the month) and are not prorated for partial months worked.
- c) Vacation hours are earned on a pro-rata share of the full-time employee's vacation rate (1c above) in accordance with his/her regularly established work schedule.

C. An employee will be able to possess no more than twenty-five (25) accumulated vacation days by June 30. Days in excess of twenty-five (25) will be lost at the end of the fiscal year (i.e., June 30).

D. An employee who terminates employment with the Agency after twelve (12) months employment will receive pay for accrued unused vacation if the employee leaves in good standing and with at least two (2) weeks notice of his/her intent to leave. The foregoing standard does not apply in the case of death.

In the event of death, pay for the employee's unused vacation time will be remitted first to the beneficiary that the employee has designated, in writing. If no written beneficiary has been designated by the employee, payment will then be made as specified in Section 10 of the Payment of Wages Act, MCL 408.480.

E. Sickness, accident, bed confinement, or time spent in a hospital during a vacation will not be considered as vacation days, but will be charged against sick leave. This does not apply to minor ailments or illness. The Superintendent may require a medical statement for purposes of verification.

**ARTICLE 23 – HOLIDAYS**

- 1. Labor Day
- 2. Thanksgiving
- 3. Friday following Thanksgiving
- 4. Christmas Eve
- 5. Christmas
- 6. New Year's Eve
- 7. New Year's Day
- 8. Good Friday
- 9. Memorial Day
- 10. Fourth of July

A. Full-time employees on a twelve- (12) month status will receive their regular rate of pay for the above holidays.

- B. Regular part-time employees on a twelve- (12) month status (minimum of 20 hours but less than 40 per week) will receive their regular part-time wages for the above holidays.
- C. Holidays observed by the Agency within the employee's scheduled vacation are not deducted from the vacation allowance.

#### **ARTICLE 24 – DURATION**

All Articles of this Agreement shall be effective July 1, 2020 through June 30, 2023. The parties shall cooperate in arranging for negotiations on a successor contract on or before March 1 in the year of contract expiration.

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act, MCL 141.541 et seq.

#### **ARTICLE 25 – SPECIAL PAY PLAN**

- A. All special pay plans including but not limited to terminal leave pay, accumulated sick leave, annual leave buy-out, special bonus, accumulated vacation pay, (early) retirement incentive, accumulated annual leave, performance incentives, and incentive pay will be covered by the 403 (b) special pay plan.
- B. The special pay plan is required (involuntary) for all eligible participants. Eligible participants include all Agency employees terminating employment with the Agency, regardless of retirement status.
- C. The plan will contain a hold harmless provision so eligible participants who retire between the ages of 55 and 59½ would be reimbursed an additional 2.35% by MARESA to cover the difference between the 10.00% early withdrawal penalty before age 59½ and the 7.65% employee FICA savings.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives the day and year first written above.

**MARQUETTE-ALGER  
REGIONAL EDUCATIONAL SERVICE AGENCY**

6-24-2020  
Date

By *Julie Shaw*  
President

6-26-2020  
Date

By *Janet W. ...*  
Secretary

**MARQUETTE-ALGER  
REGIONAL EDUCATIONAL SERVICE AGENCY  
EDUCATION SUPPORT PROFESSIONALS ASSOCIATION**

6-30-2020  
Date

By *Andy ...*  
President

6-30-2020  
Date

By *A. Benke, Soldt*  
Secretary

**MEA/NEA**

6-30-20  
Date

By *[Signature]*  
Representative

**APPENDIX A**

**MARESA EDUCATION SUPPORT PROFESSIONALS (ESP) ASSOCIATION  
Employee Grievance Form**

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Alleged Violation:

Contract Section/Subsection \_\_\_\_\_

**OR**

Established Practice \_\_\_\_\_

Synopsis of Facts \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Alleged Violation \_\_\_\_\_

Relief Requested \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature of ESP Representative  
(optional)

**Employee Grievance Procedure**

**Step 1 – Informal conference with Service Area Administrator** (within 30 calendar days of occurrence of alleged violation); **Date:** \_\_\_\_\_

**Step 2 – Written formal grievance form to Superintendent** (within 10 working days of Step 1 meeting); **Date:** \_\_\_\_\_

**Step 3 – Written copy to Agency's Secretarial and Clerical Association Board Committee** (within 7 calendar days of Step 2 meeting with Superintendent or 10 calendar days from the date of the filing at Step 2); **Date:** \_\_\_\_\_

**Step 4 – Arbitrator** (within 15 calendar days following written disposition at Step 3); **Date:** \_\_\_\_\_



## APPENDIX B

### Guidelines for Joint Administration of MARESA ESP Sick Leave Bank

#### Administering Team

Superintendent  
Human Resources  
ESP President\*  
ESP Vice President\*

\*In the event an administering team member is the requestor,  
another member will be selected as designee

#### **Procedure**

1. ESP employee completes Sick Leave Bank Request Form and submits to Human Resources.
2. The Administering Team reviews submitted request.
3. If the employee's request meets the criteria, the day(s) may be granted.
4. Copies of an approval notice will be sent to the (1) employee, (2) ESP President, (3) Payroll, and (4) Human Resources.
5. For extenuating circumstances, the Administering Team may reconvene to amend the original approved request.
6. By June 30 (or per request), activity statements will be provided to the Superintendent and ESP President by the Payroll for monitoring purposes.

#### **Criteria for Requests**

1. The employee must use all sick days, vacation days, and personal days before requesting days from the Sick Leave Bank.
2. The employee may request up to twenty (20) work days.
3. Requests will be limited to employees with extreme emergencies, not to be used as an extension of an employee's sick leave.

APPENDIX B (Continued)

**MARESA ESP Sick Leave Bank Request Form**

<b>Name:</b>	
<b>Date of Request:</b>	
<b>Number of Days Requested:</b>	
<b>Reason for Requested Days:</b>	
<b>Previous Sick Leave Bank Usage:</b>	
<b>Signature*:</b>	

***\*Signature denotes all sick, vacation and personal days have been exhausted. By signing you agree to release the above information to the Administering Team for the purpose of making a determination on whether your request will be granted.***