2025 – 2028
MASTER AGREEMENT

Between

DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION

and

DEXTER EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION

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AGREEMENT

This Agreement is entered into this July 1, 2022 by and between the Board of Education of the Dexter Community Schools (hereinafter referred to as the Employer, and the Dexter Educational Support Personnel Association, MEA/NEA (hereinafter referred to as the Association).

PREAMBLE

WHEREAS, the Board and the Association recognize their rights and obligations pursuant to the Michigan Public Employment Relations Act and the statements of policy contained therein; and

WHEREAS, the Board and the Association have entered into good faith negotiations and reached agreement upon wages, hours, and other terms and conditions of employment;

The Board and the Association do hereby set forth and memorialize this their full agreement.

Article I – RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965, for all of its employees in the bargaining unit, described and defined as:

> *All full-time and regularly scheduled part-time Building and Grounds, Office Management, Food and Nutrition, Paraeducator, and Technology, excluding supervisors, confidential employees and all others.*

B. The term "employee," singular or plural, when used hereinafter in this Agreement, shall mean a member of the bargaining unit as defined herein above, provided that provisions of this Agreement can have limited applicability to certain groups of employees in the bargaining unit by use of an appropriate designating term preceding the term "employee." References to one gender shall include the other.

C. The Employer may assign persons who are not employees covered by this Agreement to do work normally and usually done by employees in this bargaining unit or additional work of the same type and kind, provided the assignment of work to those persons does not reduce the regularly scheduled hours of any employee nor supplant or reduce the work force traditionally used to accomplish the routine work done by bargaining unit employees in each building. Except for unpaid volunteers, assignment of work pursuant to this provision shall be limited to cases of temporary special projects or temporary need except when the person is in a government service program and the work done by him/her would otherwise be assumed by the existing work force or would remain undone. Whenever possible, substitutes filling in for regular seniority employees who are absent shall, prior to assumption of duties, be provided with an orientation to the job, including but not limited to a list of the expected duties and some training on how to carry out those duties.

D. If the Employer decides it is necessary to explore contracting Building and Grounds, Office Management, Food and Nutrition, Paraeducators, Technology services, the district will notify the President of the Association at the earliest opportunity possible so that discussions regarding the need can take place and the Association has an opportunity to provide an alternate solution prior to a contract decision being made by the District.

E. The Employer shall notify the Union in writing when new jobs (or revised job duties) are required during the term of this Agreement. In the event they cannot be properly placed into an existing sub-classification by mutual agreement between the parties, the employer shall place into effect a new sub-classification and rate of pay for the job in question, and shall designate the sub-classification and pay rate as temporary. The Employer shall notify the Union in writing of any such temporary job which has been placed into effect upon the institution of such job. The new sub-classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Union may request the Employer, in writing, to negotiate the sub-classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary sub-classification, except as otherwise mutually agreed.

F. DESPA Leadership and the Administration will meet quarterly to aid in the communication surrounding issues as they arise. Either party may request to meet.

Article II - RIGHTS OF THE EMPLOYER

It is agreed that the Employer hereby retains and reserves unto itself, without limitation, all the powers, rights, authority, duties and responsibilities enumerated in the School Code and conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

A. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;

B. Hire all employees and determine their qualification and the conditions of their continued employment;

C. Promote, transfer and assign all employees;

D. Determine the size of the work force, and to expand or reduce the work force;

E. Establish, continue or revise policies and adopt work rules and regulations;

F. Dismiss, demote and discipline employees;

G. Establish, modify or change any work, business or school schedules, hours or days;

H. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, establish standards of operation and performance, and determine the means, methods and processes of performing and/or accomplishing the work to be done;

I. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

J. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

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

Article III – ASSOCIATION RIGHTS

A. Upon request by the Union, and the presentation of proper credential to the Building Administrator and/or Supervisor, if entering a building, officers or accredited representatives of the Union shall be admitted onto the Employer's premises during working hours for the purpose of investigating employee concerns, or for assisting in the adjusting of grievances, provided that said visitation shall not be in areas or in a manner which would disrupt orderly and efficient operations of the employee's work or the school system. The Employer may require that such requests be submitted in writing.

B. If any provision of this Article is deemed invalid under Federal or State law, said provision shall be modified to comply with the requirements of said Federal or State law.

   The Union agrees that it will make membership in the Union available to all of the employees covered by this Agreement on the same terms and conditions as are generally applicable to other members of the Union.

C. The Association shall notify the Employer in writing of those officers and representatives with whom it will be conducting business and the authority and capacity of those officers and representatives. It shall notify the Employer in writing of any changes in the identity, capacities or authority of those officers and representatives. The Employer shall notify the designated Association representatives on the fifteenth (15^{th}) of each month of any newly hired employee including his/her name, address, date of hire, sub-classification and job assignment. The employee will be informed of the designated Association representative whom he/she should contact for the purpose of joining the Association should he/she desire to do so.

D. Upon request of the Grievance Chairperson, Association Board Members, Classification Steward and/or Alternate Steward, a reasonable amount of time, not to exceed sixty (60) minutes, will be provided with pay for the Steward or Alternate Steward and employee to confer during scheduled work time regarding a potential grievance situation that has occurred. Arrangements for the release time must be made with the supervisor.

E. Upon request of the Grievance Chairperson, Association Board Members, Classification Steward and/or Alternate Steward, reasonable arrangements will be made by the supervisor to allow the Steward or Alternate Steward release time with pay, if necessary, to investigate a potential grievance situation brought to his/her attention by an employee.

F. The Steward or Alternate Steward responsible for processing the grievance will be granted release time with pay to attend the grievance meetings/hearings scheduled during work time.

G. Upon request of the Union, the Bargaining Team shall be granted release time with pay to attend any negotiations meetings with the Board of Education scheduled during work time.

H. The Union shall annually reimburse the District for any retirement contributions paid by the District to the Steward, Alternate Steward, and Bargaining Team for the purposes of grievance meetings/hearings and negotiations scheduled during work time.

I. For Building and Grounds, Office Management, Food and Nutrition, Paraeducator, Technology employees during term of office, the President, Vice President, Secretary/Treasurer, Classification Stewards and Alternates shall be deemed to head the seniority list based upon rank within the unit leadership (President has the highest rank, followed by Vice-president, then Secretary/Treasurer, then Stewards, and finally Alternate Stewards), for the purpose of lay-off and recall only, provided he/she is qualified to do the required work. Upon termination of his/her term, he/she shall be returned to his/her regular seniority status.

J. The Association may post notices of activities and matters of concern to it and the employees it represents on bulletin boards provided by the Employer at least one of which shall be in each school building. Such notices shall be informative and shall not contain inflammatory statements detrimental to maintaining an orderly efficient and productive work place. Such notices must be authorized and signed by the appropriate designated officer or representative.

K. The Association may use building equipment and facilities at reasonable times upon request.

L. The Association will be provided in a timely manner all public information requested concerning the financial resources of the district to assist with negotiations and the processing of grievances.

Article IV – SENIORITY

A. A newly hired employee shall be on probationary status for the first sixty (60) work days of employment. Leave days do not count toward the sixty (60) work days. At any time prior to the completion of the probationary period, the employee may be dismissed by the Employer without contest or appeal by the Association.

B. Upon satisfactory completion of the probationary period, the employee's seniority date and regular pay shall be retroactive to hire date. A probationary employee shall receive no paid leave or holiday pay during their probationary period, but shall be granted these benefits the employee would have earned during the probationary period, upon the employee satisfactorily completing the probationary period, retroactive to date of hire.

C. Continuous employment shall be defined as uninterrupted employee service except in the case of a lay off or authorized leave time. Employees who work less than a twelve (12) month work year will be considered to be in continuous service upon returning to work at the beginning of the next work year, or when authorized leave time has expired, or when recalled from layoff.

Seniority shall accrue within the respective classification in the bargaining unit. Seniority shall continue to accrue for up to one year for an employee on disability leave. After one year, if leave is extended, seniority shall be frozen. Seniority shall be immediately frozen for all other types of leave. Seniority shall be lost by an employee by resignation or termination.

D. Seniority classifications and sub-classifications are defined as follows:

1. Buildings & Grounds Classification
    a. Maintenance Sub-classification
    b. Custodial Sub-classification
    c. Grounds Sub-classification
2. Office Management Classification
    a. Secretarial Sub-classification
    b. Clerk Sub-classification
3. Technology Classification
    a. Information Systems Technician Sub-classification
4. Food & Nutrition Classification
    a. Kitchen Manager Sub-classification
    b. Cook/Cashier Sub-classification
    c. Courier/Transport & Receiving Sub-classification
    d. Cashier Manager Sub-classification
5. Paraeducator Classification
    a. Paraeducator Sub-classification
    b. Lunch Room Monitor Sub classification

Seniority is not cumulative between classifications and pertains only to the classification in which it is accumulated. Seniority within a classification will be frozen upon movement of the employee to any other classification. Employees shall retain the ability to exercise seniority accrued within any classification during the employee's current period of continuous employment.

E. In the event that more than one employee has the same length of service in a seniority classification, seniority ranking shall be determined by a drawing each year. The Association shall be notified in writing of the date, place and time of drawing.

F. Seniority shall be retained within bargaining unit classifications for an employee who transfers to either a supervisory position, a confidential position, or a position in a classification outside the bargaining unit, with that employee having the right to exercise the seniority they had accumulated within the bargaining unit classifications, in the event such employee vacates either their supervisory, confidential position, may return to a vacant position in the bargaining unit classification.

Transfer of Employees Out of Bargaining Unit: If an employee is transferred to a position under the employer which is not included in the bargaining unit, and is thereafter transferred again to a position within the bargaining unit, he/she shall not accumulate seniority while working in the non-bargaining-unit position to which he/she was transferred, but shall retain the seniority previously accumulated on the written bargaining unit seniority list.

G. An updated seniority list shall be furnished to each employee covered by this Agreement, with a copy to the union on or about October 1 of each year. Such list shall contain each employee's name, date of hire and seniority in the respective bargaining unit classification currently held and previously held within the district.

Article V - VACANCIES

A. A vacancy is a bargaining unit position to be continued and filled because of a resignation, retirement, quit, transfer, discharge or newly created position. Nothing shall prevent any employee from making application for any vacancy posted in section C.

B. The Employer will post notice of all vacancies on a designated bulletin board in each school building in which employees work and on the staff resources portion of the Dexter Community Schools' website. When vacancies occur during the school recess period when some employees are not on duty, the Employer shall provide notice of such vacancies to the Association representative who shall be responsible for proper notification to employees and also on the staff resources portion of the Dexter Community Schools' website. Such written notification to the Association representative shall be sent as of the date the vacancy is posted on the bulletin boards.

C. All vacancies shall be posted for a period of seven (7) working days. Said posting shall contain the following information:

1. Position title
2. Work location
3. Type of work
4. Minimum qualifications
5. Anticipated starting date
6. Scheduled hours to be worked
7. Current rate of pay

D. The most senior bargaining unit member from within the sub-classification making application shall be transferred to fill the vacancy or new position provided the employee has the necessary qualifications to perform the duties of the job involved. The Board shall notify all of the applicants in writing, within seven (7) working days from the date that bids are due, as to the name of the employee who has been awarded the open or newly created position. This procedure shall be affected prior to the permanent recall of any laid-off employee.

A transferred or promoted bargaining unit member shall serve a trial period of thirty (30) working days. During the thirty (30) working days' trial period, the employee may request to return to his/her former position, and the Employer shall honor such request, or in the event that the employee's work performance is unsatisfactory, the Employer shall have the right to return the employee to his/her former position. In the event that the Employer returns the employee to his/her former position, the Employer shall give the effected employee the written reason or reasons as to why his/her work performance was unsatisfactory. The employee shall have the right to grieve those written reasons that are furnished to the employee, in the event that the employee does not concur with such written reasons.

All bargaining unit members in the bargaining unit hired prior to October 1, 1985, shall retain the right to maintain their job assignments by location as specified in the job vacancy posting under which they were originally assigned to their existing positions, and the right to bid and be awarded positions by specific location, as traditionally designated, which arise as vacancies in the future, as provided above.

All employees hired on or after October 1, 1985 may be assigned and reassigned to work locations within the scope of the work location designated in the job posting. For all such positions the employer may designate them as district-wide positions.

E. Any vacancy which is not filled from within the sub-classification and for which no employee from the sub-classification is available for recall from layoff, will be filled by the most senior employee from another sub-classification who applies and meets the minimum qualifications for the vacant position. An employee on layoff from another sub-classification may refuse recall to a position in another sub-classification without jeopardizing his/her seniority.

F. In event of a temporary vacancy due to the extended absence of an employee covered by this Agreement projected to be forty-five (45) work days or more, such temporary vacancy shall be filled on the same basis as prescribed under Section D. of this Article, with the exception that such vacancy shall be advertised as a temporary vacancy and shall be offered to those employees within the building where the vacancy exists. Any vacancies that then exist after the temporary vacancy has been filled, may be filled by a temporary employee for the duration of the temporary vacancy. Temporary vacancies are deemed temporary as long as the regular employee is off the job, but is due or scheduled to report back to his/her regular work assignment. In the event that it is determined that the regular employee will not be returning to his/her job, that position will then be considered to be vacant, and will be filled as prescribed under Section D. of this Article. The Employer will make a reasonable attempt to secure a person to cover all absences that occur on student session days where absence is expected to be for an extended period of time.

G. Temporary transfers shall be for a period of no longer than forty-five (45) work days, except in the event that both parties mutually agree to an extension of the forty-five (45) work days' time period. In the event that it is not mutually agreeable between the parties to extend the temporary transfer beyond the forty-five (45) work days, the position shall then be considered to be vacant and shall be filled as specified in Section D. of this Article.

H. Involuntary transfers may occur at the discretion of the Board (Designee) for the following reasons:
    1. Less than satisfactory performance in the present position.
    2. Continued presence in the present position would be injurious to the employee's health.
    3. Personal difficulties with other district employees or students or parents. If requested, such difficulties will be given to the employee in writing after a meeting with all parties.
    4. To open a position for an employee whom the employer has determined it is necessary to transfer. The position opened will be least senior bargaining unit member in the sub-classification.
    5. To meet work requirements, with reasons given upon request.

I. In event of a necessary involuntary transfer, the Board (designee) shall meet with the affected employee and an association representative prior to the involuntary transfer in order to discuss the reasons for such action. In all cases of involuntary transfers, the Association will be notified, in writing, at least three (3) workdays prior to the effective date of such transfer.

If there is not a vacancy in the building where the affected employee is to be transferred prior to initiating the transfer, the Board shall first request volunteers to be transferred by seniority. If no employees volunteer, the employee with the least seniority within the building shall be transferred.

The first position created after an involuntary transfer, retirement, resignation or termination will be filled by the posting procedure per this agreement (Article V).

J. All involuntary transfers are subject to the grievance procedure.

K. Employees who transfer from one position to a new position either within their sub-classification or to a different sub-classification will be placed on the same pay step (year) as they were in their previous position.

Article VI - WORK SCHEDULES AND HOURS

A. The employees' regular hours of work shall be scheduled to be worked during the normal work week beginning Monday at 12:01 a.m. and ending Friday at midnight.

B. The normal work day for full-time employees shall be eight (8) consecutive hours exclusive of an unpaid thirty (30) minute duty free lunch period.

The normal work week provisions for over time will be waived for employees with predetermined alternative work weeks. In such cases, a weekend is defined as two consecutive days off and subject to overtime per the agreement. Alternative work week employees shall be afforded all the rights and privileges as Custodial/Maintenance employees with the District.

Each May, representatives of each party to the contract shall meet and review the district's needs for the upcoming summer months. As a result of this meeting, the Employer shall determine what the summer work schedule will be, based upon the District's needs. The summer hours work schedule may result in a departure from the normal schedule worked during the year and, once determined, shall remain unchanged unless by mutual agreement.

The work year for all ten (10) month secretaries and information systems support technicians will begin two (2) weeks prior to the start of school, and will extend two (2) weeks beyond the final teacher work day.

The Friday before Labor Day will be an optional work day for secretaries. If a secretary cannot work on an optional day, then they work with their building administrator to select a different optional day they will work.

C. The employer may create new part-time positions. The hours for such positions shall be indicated on the notice of vacancy when posted. Such positions shall not supplant any full-time positions, and the duties of any two or more of these positions shall be combined into full-time positions as scheduling permits. When it becomes necessary to reduce bargaining unit positions and/or

personnel, the duties of such positions shall be consolidated, as far as scheduling permits, into existing full- time positions. Only after consultation with the Association, the Board may reduce hours, alter work schedules, or make major changes in job descriptions.

D. In any reduction of the work force or in working hours, the Employer will distribute the available hours in a manner to avoid the reduction in hours and preserve as many of the established forty (40) hour per week positions as possible, subject to scheduling requirements and operational demands. When the Employer decides to reduce the hours worked by employees in any sub-classification, it shall first eliminate or reduce the hours of part- time positions to the extent it is operationally feasible. Upon written request, an employee whose regularly scheduled hours are reduced, may exercise his/her seniority to be placed in another position in the same sub-classification held by a less senior employee, if it would maintain the number of hours worked currently, and provided the employee is qualified and able to perform all of the job duties of the position in the same sub-classification for which he/she is qualified and able to perform.

E. When the Employer decides that there is additional work available for employees beyond that specified in the employees' work schedules, it shall first be offered to employees in the building and the classification in which the work arises, in order of seniority, on a rotation basis for voluntary overtime hours. When there is no volunteer for the overtime hours, in the affected building, a volunteer shall be requested from other buildings from the same sub-classification. If there are no volunteers for the overtime hours, they may be assigned as mandatory overtime to employees in the building and sub-classification in which the work arises, in reverse order of seniority on a rotation basis.

   An overtime rotation chart shall be posted in the supervisor's office and in each of the major buildings. If the Employer is given less than twelve (12) hours' notice of an event which requires overtime, or if an employee assigned overtime gives the Employer less than twelve (12) hours' notice of an absence, the Employer may assign the overtime at its discretion.

F. Employees scheduled to work 3.5 hours or more in a day shall be provided with a fifteen (15) minute rest period. Employees scheduled to work seven (7) hours in a day shall be provided with an additional fifteen (15) minute rest period. The supervisor shall determine the normal time for break in consultation with the employee and other affected staff.

G. Employees shall be provided a thirty (30) minute unpaid duty free lunch period, the normal time of which shall be determined by the supervisor.

H. Any employee who leaves the building for his/her lunch period may be required to punch out prior to leaving and punch back in upon returning from the lunch period. An employee who does not leave his/her assigned building during his/her lunch period shall not be required to punch out or in for his/her lunch period.

I. In cases of emergency, an employee must contact his/her immediate supervisor before leaving his/her work post. If that is impossible, he/she must notify a fellow worker of the reason he/she is leaving. The employer reserves the right to request reasonable proof of the urgent nature of the emergency.

An employee may be required to report to work early on a normal work day. If the normal operations of the District would not be disrupted, that employee would have the option of:

1. Beginning the work shift at the time of reporting and ending the work shift at the corresponding hours of his/her normal work day, or:
2. Continuing the work shift until the end of his/her normal work day. Overtime provisions as outlined in Article VII.C. apply.

J. A Buildings & Grounds employee may be required to report to work early on a normal work day. The Buildings & Grounds employee will have the option of beginning his eight-hour shift at that time and leaving at the end of the eight-hour shift, or working his regular eight-hour shift also and being paid time and one-half (1-1/2) for the hours worked beyond eight hours.

K. Except in emergency situations, the Employer shall give the employees at least forty-eight (48) hour notice of all staff meetings.

L. Before the end of each school year, each member of the paraeducator classification shall be asked by their supervisor to complete and return a form that:

1. States the employee's intentions relative to returning to the District the following school year, and:
2. States the employee's preferences (1st, 2nd, and 3rd) relative to their assignment.

Bargaining unit employees shall be notified of their tentative work assignments within two (2) weeks after the end of the school year. The employer will make every attempt to assign each employee to their chosen preference.

M. Existing Office Management Staff who work less than twelve months will transition from a schedule of teacher days plus four weeks to a minimum of 203 working days per academic year. Office Management hired after 8/1/2010 who work less than twelve months will transition from a schedule of student days plus two (2) weeks to a 188 working days per academic year.

All 188-day positions shall only be created through attrition and shall be limited to one (1) position per building. The district reserves the right to post future Office Management positions based on identified needs and contract language. These positions will clearly designate the number of work days and the range of days needed for the position. Existing staff who make application for a newly posted position will be subject to the stated number of work days and the range of days needed for the posted position. Whenever possible, positions reclassified as needing fewer workdays will occur through attrition.

Each Office Management staff member will be required to report on the district's opening day and each student day unless pre-approved leave time or contractually approved sick time is taken. Pre-approved leave time or contractually approved sick days may only be used on scheduled work days. A minimum of one secretary must be scheduled on all teacher days.

An annual schedule for office coverage shall be drafted in consultation with the building principal or department director by July 1, or within 10 work days after the approval of the

academic calendar, whichever is later, indicating what work days each office management staff will work in the coming academic year to meet the needs of the building operation. For purposes of transparency when schedules are being developed, office management staff should be aware that non-student days, heating and cooling systems will be in unoccupied mode and will not be adjusted on non-student days. No office management employee hired before November 2, 2010 shall be required to work during the period between two weeks after the last teacher day and two weeks prior to opening day. This schedule shall be submitted to the Director of Office Management for review and feedback, and once approved by the administration, cannot be altered throughout the year.

Article VII – COMPENSATION

A. Hourly wage rates for the respective sub-classifications are set forth in Appendix A and additional compensation for Longevity in Appendix B which is attached to and incorporated into this Agreement.

B. When hiring new employees to a vacant DESPA position, management has the right to place the new employee on any pay step (year) on the pay scale of the vacant position on Appendix A.

C. All hours in excess of forty (40) hours during the (7) day period beginning at 12:01 a.m. Monday and ending at midnight the following Sunday, will be paid at a rate of one and one half (1 1/2) times the regular rate of the employee. Upon mutual agreement between the employee and the employer, an alternate work week may be established upon the request of either party in which the total number of the employee's normal work week hours are maintained.

Employees, with the exception of weekend grounds staff, will be paid at one and one-half (1-1/2) their regular hourly rate of pay for all hours worked on Saturday unless, the hours are continuous hours from a shift which began on Friday and are not in excess of forty (40) in the same work week or eight (8) in the twenty-four (24) hour period.

Time and one-half (1-1/2) will be paid for all hours worked on Sunday, with the exception of weekend grounds staff, provided that the employee has been notified of the need to work on Sunday a minimum of forty-eight (48) hours ahead of time. Double time will be paid for Sunday hours when forty-eight (48) hours' notice of the need to work is not given.

B&G employees will be paid time and one-half (1-1/2) for all hours worked on force majeure days.

During the week, bargaining unit members who work events and/or activities that take place outside their scheduled school work day, shall be paid overtime (one and one half the employee's regular hourly rate) for any work performed beyond eight (8) hours with prior approval of the employer.

All hours paid for leave days, holidays, vacation or other paid release time shall count as time worked for the purpose of computing overtime.

No employee will be required to take time off from his/her normal work schedule during the week in place of receiving any overtime compensation for any hours worked.

When a B&G employee comes in to check the pools on a weekend, that employee will receive 3 hours of straight time. If the employee works Christmas Day, they will receive double time for 3 hours in addition to holiday pay. If the employee works on any other District holiday, they will receive one and one-half for the 3 hours in addition to holiday pay.

When a B&G employee is called in on a weekend day, that employee will be paid a minimum of 3 hours of overtime. If the employee is called in on Christmas Day, they will receive double time for 3 hours in addition to holiday pay. If the employee is called in on any other District holiday, they will receive one and one half for the minimum of 3 hours in addition to holiday pay.

Overtime premium shall not be pyramided, compounded or paid twice for the same time worked except for work performed on a holiday.

D. All employees shall receive their scheduled daily pay for the following holidays which fall within their scheduled work year:

1. Independence Day - July 4
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Presidents' Day
10. Martin Luther King Jr. Day
11. Memorial Day

Employees required to work on Christmas Day (December 25), shall receive double time for all hours worked in addition to their regular Holiday pay.

Employees required to work on any of the other above-named holidays shall receive time and one half (1-1/2) for hours worked in addition to the regular holiday pay.

If an employee is on vacation on any of the above-named holidays, s/he shall be entitled to an additional day off with pay for the holiday, or s/he shall receive the normal day's pay for the holiday. In the event that the employee is on sick leave on any of the above-named holidays, s/he shall not have that day charged against his/her allowable sick leave.
The employee must work his/her scheduled day before and after a holiday to be eligible for holiday pay, except when the employee has an excused absence, in which case the employee must work his/her next scheduled day before and after the excused absence and holiday.

When the scheduled holiday falls on a Saturday, the employee shall receive the Friday prior to the holiday with pay. In the event the holiday falls on a Sunday, the employee shall receive the Monday after the holiday off with pay. If the Friday before the holiday, or the Monday after the holiday are school session days, the employer shall either pay the employee the holiday pay or grant a day off to the employee for the holiday on a date that is mutually acceptable to the employee and the employer.

E. Each bargaining unit member scheduled to work at least fifteen (15) hours weekly shall receive an annual paid vacation according to the following schedule of completed service as of June 30 of each work year:

1. <u>All Twelve-Month Employees</u> (260 work days)
   - At least ten months to one year: five (5) days' vacation
   - More than one year to five years: ten (10) days' vacation
   - More than five years to ten years: fifteen (15) days' vacation
   - More than ten years: twenty (20) days' vacation

2. <u>Less than Twelve-Month Employees</u> (216 work days)
   - At least ten months to one year: four (4) days' vacation

- More than one year to five years: eight (8) days' vacation
- More than five years to ten years: twelve (12) days' vacation
- More than ten years: sixteen (16) days' vacation

Bargaining unit members who are ten (10) month employees shall be ineligible for paid vacation. Bargaining unit members whose employment date precedes the effective date of this contract shall continue to accrue paid vacation time in accordance with the schedule shown above.

In the event that a ten-month employee has his/her assignment changed to twelve (12) months, he/she will begin the twelve (12) month vacation schedule at their seniority level.

To be eligible for a full vacation, an employee must have worked eighty percent (80%) of his/her scheduled work hours during the twelve (12) month period. An employee who works less than eighty percent (80%) of his/her scheduled work hours shall receive a prorated number of vacation days based upon the percentage of hours worked. (Working 79% of the scheduled working hours makes the employee eligible for 79% of vacation, etc.) Employees shall suffer no loss of vacation time for any job-related illness or injury which is covered under Worker's Compensation.

Employees hired from July 1 through September 30 will receive five (5) days of vacation during the first fiscal year of employment (July 1-June 30). Employees hired from October 1 through June 30 will not receive days of vacation during the first fiscal year of employment. Employees who did not earn vacation days during the first fiscal year of employment will receive ten (10) days of vacation on July 1 of their second fiscal year of employment.

Employees will continue to earn their days of vacation at the start of the fiscal year. Employees that utilize days of vacation before they are earned and subsequently resign or retire from the District will reimburse the District for the amount compensated for the unearned days of vacation.

Employees whose employment is terminated for reasons other than discharge for just cause and employees who are placed on unpaid leaves of absence, shall receive a prorated number of vacation days for which they would become eligible at the completion of the current twelve (12) month period, based upon the number of months of employment completed between the employee's last anniversary date and the employee's termination date or the date the employee commences the unpaid leave of absence, whichever is applicable.

The Employer may require available vacation to be taken during a common two (2) week vacation period for eligible employees within the same seniority classification. Otherwise, vacation is to be taken at times when school is not in session. Vacation to be taken at any time other than the last three (3) weeks of July must be approved by the employee's supervisor. Application for vacation must be submitted at least two (2) weeks in advance of the time the employee wants to be off duty. Unused vacation allowance will be rolled over into the leave bank.

Eligible bargaining unit members may take vacation time when school is in session upon proper application to their immediate supervisor. Applications for vacation time during the school year

shall be considered on a case-by-case basis, and the Employer shall retain the right to reject such requests.

F. Any employee temporarily transferred from his/her sub-classification to another sub-classification within the bargaining unit for at least one (1) full work day shall be paid either the rate of the position from which the employee is transferred, or the rate of pay for the position to which the employee is transferred, whichever is higher.

G. Employees who transfer from one DESPA position to a new position either within their sub-classification or to a different sub-classification will be placed on the same pay step (year) as they were on their previous position.

H. For any employee attending a workshop, in-service training seminar, self-improvement course or other related professional growth activity which is of such a nature specifically designed to provide related on-the-job improvement, at the direction of the Employer, the Board agrees to pay the full tuition, plus necessary and reasonable expenses and mileage. Employees will be paid for all hours expended, excluding leisure time, at their regular rate of pay.

I. The Employer will provide uniforms and shoes to Building and Grounds when required for their job(s).

The Employer will provide five (5) shirts for Building and Grounds employees when hired and will replace damaged shirts, up to five (5) per year, per employee.

Buildings and Grounds staff are expected to wear protective safety toe and slip-resistant footwear specifically designed to help reduce accidents. The Employer will provide protective footwear, that are not normal streetwear shoes or normal work boots to bargaining unit members when required for their job(s), either as a direct purchase or on a reimbursement basis, at the discretion of the Employer. Shoes with protective safety toe and slip resistant grip that have a tread pattern that helps resist against slippery surfaces. Slip resistant shoes have high resistance tread which is designed to help reduce your chances of slipping or falling at work. If not purchased directly by the employer, the employer will reimburse for up to two (2) pairs of qualifying footwear per school year, provided that both pairs are listed on the same original receipt and the total reimbursement does not exceed one hundred dollars ($100). If the employee terminates employment or returns the shoes, no reimbursement will be made.

J. The Employer shall reimburse the employee for the full cost of any medical examinations required of the employee by the Employer and conducted by the physician selected by the Employer. The Employer shall reimburse the employee for the reasonable and customary cost of a T.B. x-ray when the employee is required to undergo x-ray examination instead of the routine test procedure.

K. Any employee who is required to use his/her personal vehicle for the performance of his/her job duties regularly throughout the school year shall be reimbursed by the Board at the IRS determined rate.

L. The Employer will make payroll deduction services available to employees for programs available through the Employer such as savings bonds, credit union, etc.

M. If any legal action is brought against an employee, by reason of any action required by his/her employment, and as a result of performing his/her job duties, within the scope of the Employer's rules and policies, the Employer will provide such legal counsel and all necessary assistance, without cost to the employee, in his/her defense to the limits as set forth under school district insurance policies.

Article VIII - FRINGE BENEFITS

A. Health Benefits

The Board of Education agrees to make medical benefit plan cost contributions and premium payments, to the extent specified in this Article, for the plans and products identified below for eligible bargaining unit members pursuant to the following conditions. Food & Nutrition and Paraeducator fringe benefits are described in Article XIII (NEW Food and Nutrition Classification) and Article XII (Paraeducators Classification) respectively.

Medical/ health benefit plans and products will be made available through the Board's participation in the Health Plan Purchasing Consortium. The medical/health and non-medical benefit plans, specifications, and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium.

B. Eligibility and Level of Fringe Benefits

For purposes of this Article, a "Full-time employee" is defined as an employee assigned thirty (30) hours or more per week average over 12 months, including secretaries who work 188, 203 or full year. Employees assigned fewer than thirty (30) hours are not eligible to participate in any benefits under this Article, or for any Board contributed amounts for such benefits.

C. Buildings and Grounds, Office Management, and Technology Classifications

1. Medical/Health (including prescription drugs)

Medical/Health benefit plans and products will be made available through the Board's participation in the Health Plan Purchasing Consortium. The medical/health benefit plans, specifications and products available to bargaining unit members will be as designated by the Washtenaw Health Insurance Consortium. For full-time employees, the Board's contribution for medical/health benefit plan costs will be:

Starting 1/1/2026

For the available PAK A plan: for full-time employees, the Board's contribution for medical/health benefit costs will be:

- single $ 522.45/month
- two-person $ 1,173.48/month
- family $ 1,459.93/month

For the available PAK C or PAK D plan: for full-time employees, the Board's contribution for medical/health benefits plan costs will be:

- single $ 589.86/month
- two-person $ 1,337.57/month
- family $ 1,656.57/month

For the available PAK F plan: for full-time employees, the Board's contribution for medical/health benefit costs will be:

- single $ 561.70/month
- two-person $ 1,261.81/month
- family $ 1,569.85/month

For the available PAK B plan: for full-time employees, the Board will provide single subscriber PAK B options to employees who opt out of the medical/health benefit plan. The Board's contribution for PAK B per month will be the cost of the plan minus $240.00, not to exceed:

- single $60.61/month

For existing DESPA members who currently opt out of the medical/health benefit plan and elect two-person or family PAK B benefits, the Board will continue to contribute an amount not to exceed $46 per month as long as they continually elect PAK B two-person or family.

On each ensuing medical benefit plan coverage year thereafter (unless prevented by Public Act 54 of 2011), the above Board maximum contribution levels shall be increased by the percentage increase factor specified by the State Treasurer for medical benefit plans in the applicable year, as is set forth in Section 3(1) of the Publicly Funded Health Insurance Contribution Act. Provided, in no event shall the resulting adjusted maximum Board contribution level amount exceed three percent (3%) more than the amount of the Board's monthly maximum contribution levels that became effective at the beginning of the previous medical benefit plan coverage year.

The Board contribution for healthcare will increase 3% beginning January 1, 2026.

Employees who are eligible for health insurance coverage pursuant to the Affordable Care Act, and who are enrolled in a HSA plan on January 2025 or subsequent plan years, will receive a Board contribution towards the HSA plan to the extent the payment does not violate PA 152 of 201.

Single subscribers who choose an HSA option plan year 2025, or subsequent plan years, will receive $500 toward HSA.

Two-person and Full-family subscribers who choose an HSA option plan year 2025, or subsequent plan years, will receive $1000 toward HSA

The HSA district contributions will be provided on a per-pay basis throughout the calendar year.

For eligible employees who have medical/health coverage through another source (i.e., spouse, parent), the employee may voluntarily opt out of the Board medical/health benefit plan. In order to be eligible for this option, the employee must: (1) voluntarily and in writing opt out of the medical/health coverage offered by the Board annually; and

(2) provide documentation to the Board that he/she and his/her dependents are enrolled in other medical/health coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

For employees who are eligible for health care and do not elect medical coverage, a cash in lieu of medical benefit payment will be paid. This amount will be prorated for partial year service. In order to be eligible for this option, the employee must: (a) voluntarily and in writing opt out of medical coverage annually; and (b) provide documentation to the Board that he/she has other medical coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

a. If 15 eligible employees opt out of medical benefits, a cash in lieu payment of $1000 (annual amount) will be paid.
b. If 20 eligible employees opt out of medical benefits, a cash in lieu payment of $1500 (annual amount) will be paid.
c. If 25 eligible employees opt out of medical benefits, a cash in lieu payment of $2000 (annual amount) will be paid

2. Other Non-Medical Benefit Plans

Full-time employees must elect and participate in all non-medical benefit plans, as required by the Board's participation in the Health Plan Purchasing Consortium.

Full-time employees are eligible for up to the full family dental plan products as designated by the Washtenaw Health Insurance Consortium.

Full-time employees are eligible for up to the full family vision plan products as designated by the Washtenaw Health Insurance Consortium.

Full-time employees are eligible for the Group Term Life Insurance as designated by the Washtenaw Health Insurance Consortium and subject to the rules and regulations of the insurance carrier.

Full-time employees are eligible for the Group Long-Term Disability (LTD) Insurance as designated by the Washtenaw Health Insurance Consortium and subject to the terms and conditions as described in the policy by the insurance carrier.

The Board's total monthly premium contribution for non-medical benefits plans (including dental, vision, group term life insurance, and long-term disability insurance) will be 80% of the premium, not exceed $46 per month. Enrollment must be at the same level of coverage across the medical, dental, and vision plans (if enrolled in family medical, must be family dental and family vision).

Full-time employees may not voluntarily opt out of any non-medical benefit plans as required by the Board's participation in the Health Plan Purchasing Consortium. Employees who do not complete their insurance enrollment online or submit the enrollment application within thirty (30) days of hire shall be auto-enrolled in single coverage of all non-medical benefit plans described.

3. Cafeteria Plan/Section 125
   The Section 125 plan will include an employee-funded medical care reimbursement account and employee funded dependent care assistance account, as allowed under the IRS Code.

D. General Terms and Conditions Applicable to Article VIII

Spouses must be primary on their own insurance when insurance is available to them by their Employer. "Available" insurance means that the spouse has less than 40% responsibility for contribution to the cost of the lowest available premium. The spouse can also be covered on the Board's policy. Annual certification/documentation may be requested. If coverage for dependent children is available through the spouse's health plan at no additional premium cost, the spouse must also cover the dependent children. Industry standards will determine which policy is primary and which is secondary.

To the extent allowable by law or regulation, the Employee may sign (or otherwise authorize) an agreement authorizing that any such premium and medical benefit plan cost amounts be payroll deducted through the Board's Section 125 Plan. If making direct payment, the Employee shall present payment directly on the 1st day of each month prior to the date at which the payment for the coverage month becomes due.

The medical benefit plan coverage year is designated by the Washtenaw Health Insurance Consortium. An annual open enrollment period will be during the month of November.

All insurance coverage shall be subject to the rules and regulations of the insurance carriers and employees must make application and meet all other requirements for eligibility as specified by the insurance carrier. The employee must notify the Employer of any change in marital status or age and number of dependents which affects the amount of premium to be paid for insurance coverages and failure to notify shall subject the employee to deduction of the amount of any overpayment from his/her wages. Employees working at least a full school year shall receive their monthly insurance benefit hereunder paid through the interim months from one work year to the next while continuously employed. The months of July and August will be paid for such employee if he/she completes the previous work year and returns the next school year. The monthly amount will not be paid during unpaid leaves of absence or layoff.

Article IX – PAID LEAVE DAYS

A. Every September 1, all less-than-twelve-month employees will be credited with the following leave days:
   1. Buildings & grounds, office management and technology employees working less than twelve (12) months shall be credited with sixteen (16) leave days. These leave days are thirteen (13) sick days and three (3) personal days.
   2. Food and nutrition employees shall be credited with twelve (12) leave days. These leave days are nine (9) sick days and three (3) personal days.

B. Every September 1, all twelve (12) month employees hired before February 2, 2009 will be credited with the following leave days:
   1. Buildings & grounds, office management, and technology employees working twelve (12) months shall be credited with eighteen (18) leave days. These leave days are fifteen (15) sick days and three (3) personal days.

C. All twelve (12) month employees hired on or after February 2, 2009 will be credited with the following leave days:
   2. One (1) sick day per month of employment with the district and three (3) personal days per year. After fulfilling the probationary period, all 12-month employees hired on or after February 2, 2009 shall be credited with their three (3) personal days and thereafter with one (1) additional sick day on the first scheduled work day of each month of active employment during their first work year until September 1st.

D. Paid leave days shall accumulate to a maximum of one hundred twenty (120) days. Beginning in July 1991 and continuing thereafter, bargaining unit members will be able to accumulate an unlimited number of paid leave days.

   Each employee shall receive a statement of the number of days in his/her accumulation as of the end of the previous school year. These leave days shall be deemed to be earned at the rate of two (2) per month to the respective maximums. Unearned days credited September 1 may be used after all earned days have been exhausted and shall be deducted from later accumulations when earned.

E. Leave days may be used by the employee only for the purposes and under the conditions as follows:
   1. Illness or accidental injury or a medical appointment of the employee.
   2. Illness or injury to a member of the employee's immediate family (defined as spouse, child, parent, brother, sister or household dependent).
   3. Observance of a recognized religious holiday of the employee's religion, required of practitioners of the established religion.
   4. Employees shall be allowed a maximum of six (6) days in conjunction with the funeral of a close friend or relative. Three (3) of these days per funeral shall be paid and not charged to paid leave days. Members shall also be allowed to use up to three (3) additional paid leave days from their accumulated leave days per funeral for the purpose of assisting and

settling the affairs of the deceased. The use of additional days beyond these days may be approved by the Superintendent.

5. Attendance and necessary travel to and from the funeral of a close personal friend to a maximum of two (2) days per incident.
6. A maximum of three (3) days each year for personal business that cannot be conducted outside the school day or for other reasons which are of a private nature and require the employee's presence. Use of these days for recreational or social purposes or to take a vacation of any kind is not allowed. Personal business days cannot be used the day before or the day after a holiday or recess period or in conjunction with leave days in any of the preceding instances. Employees desiring to use a personal leave day shall notify their supervisor in writing forty-eight (48) hours ahead of time, except in emergency situations which preclude such notice, by filling out the proper form.
7. Bargaining unit members may request use of a paid personal business day, compensatory day, vacation day or an unpaid leave day for the following holidays: the Friday before Labor Day, Good Friday, the Friday before Memorial Day and the Friday before President's Day, if they are non-student days, for vacation time. The Employer will approve the request based on seniority consistent with staffing needs within each supervisor's area. If the employer does not respond or responds in an untimely manner, the request will be granted.
8. Notwithstanding anything to the contrary in this Agreement, each ESTA year (i.e., each school year), the first 72 hours of leave are subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be taken in hourly increments or in the smallest increment the Employer uses to track other types of leave.

Any leave that will extend for two or more consecutive days requires prior notification to the employee's supervisor.

A physician's certification verifying the physical illness or disability may be required when absences for medical reasons extend beyond five (5) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.

An employee who must leave during the work day because of sudden personal illness or accidental injury shall be charged with use of leave for only one-half (1/2) work day missed, provided the employee has worked at least two hours that work day.

An employee who is unable to perform his/her duties because of illness or disability must notify his/her immediate supervisor before the start of his/her work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in a pro-rated manner to supplement the amount of benefits the employee receives under Worker's Compensation. The employee's leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the board.

F. An employee required to appear for jury duty or under subpoena to give testimony as a witness before any judicial or administrative body in a cause to which s/he is not a party, shall be

compensated for the difference between the employee's scheduled daily rate of pay and the compensation to which the employee is entitled from the judicial or administrative body or responsible party excluding pay for mileage. The employee shall request to defer jury duty to a time when school is not in session. The employee shall promptly notify the Employer of the pending absence and reason. The employee shall return to work at his/her next scheduled work period after being released from the obligation. The employee must work his/her scheduled work periods which do not conflict with the obligation.

G. Whenever schools are closed, B&G employees shall report to work on such days as scheduled unless they are notified by their respective supervisors not to report or are unable to report due to severe weather conditions. B&G employees who are unable to report or are directed not to report shall be paid their normal day's pay, and will have one (1) day deducted from their accumulated leave, unless the employee opts to take the day as an unpaid leave day or the employee has no accumulated leave days, in which case the day shall be an unpaid leave day. An employee unable to report must notify his/her respective immediate supervisor promptly of the reason.

   B&G employees will be paid time and one-half (1-1/2) for all hours worked on force majeure days.

   If an employee has arrived at work prior to notification by his/her supervisor, he/she will be paid three (3) hours or the actual time, whichever is greater, and may choose one of the aforementioned options available to allow the employee the ability to receive his/her normal day's pay.

H. Whenever schools are closed, secretaries will receive the pay they would have received on a force majeure day for the first two (2) days that are called during that school year for their position.

   Secretaries who are unable to report, or are directed not to report, after the first two force majeure days shall be paid their normal day's pay, and will have one (1) day deducted from their accumulated leave, unless the employee opts to take the day as an unpaid leave day or the employee has no accumulated leave days, in which case the day shall be an unpaid leave day.

   An employee unable to report must notify his/her respective immediate supervisor promptly of the reason.

   If an employee has arrived at work prior to notification by his/her supervisor, he/she will be paid three hours or the actual time, whichever is greater, and may choose one of the aforementioned options available to allow the employee the ability to receive his/her normal day's pay.

I. Should the day be made up, all employees who will work another day not originally scheduled as part of their regular work year will not be paid for the canceled day, but will work and be paid for the rescheduled make up day. An employee required to report and work on a day that has been canceled and will be rescheduled for make up at a later date, will be paid for the work done on the canceled day in addition to the make-up day. Employees whose work year is not affected by the rescheduling of canceled work days hereunder, shall continue under the procedure previously in effect as set forth above. When schools are closed due to emergencies fifteen (15) or fewer minutes before school starts, and all employees in any classifications are directed to leave work early or not report to work, all the employees in the classification who

were directed to leave work early or not report will be paid for the day as scheduled with no deduction from leave days. Employees in classifications who are directed to leave work early may leave as soon as the students are safely out of the building or, in the case of secretaries, when directed by the secretarial supervisor.

J. An employee cannot be required to work while they are on vacation.

Article X – LEAVES OF ABSENCE

Employees may make application for unpaid leaves of absence to their supervisor. The application shall contain a statement of the purpose and duration of the leave requested. Application shall be made as soon as possible and in advance, except where conditions absolutely preclude advance notice. An application for an unpaid leave of absence for the purposes stated hereinafter shall be granted under the conditions as follows:

A. An employee who is incapacitated or disabled due to physical or mental illness or accidental injury and has exhausted all earned and accumulated paid leave, shall be granted a medical unpaid leave of absence for the duration of his/her disability up to one (1) year, renewable each year upon medical verification up to five (5) years. The application for leave in this instance shall contain a physician's statement describing the employee's condition and prognosis for return to work. Return to work is conditioned upon clearance by a physician acceptable by the Employer that the employee is able to perform all the routine and expected tasks of the job. Upon renewal of a leave granted under this section beyond one year, the employee's position shall be deemed permanently vacated and the seniority of the employee on leave shall be frozen. Return to work from a renewed leave shall be to the first available vacancy in the sub classification from which the employee took leave for which the employee is qualified and able to perform.
B. An employee shall be granted an unpaid leave of absence for the purpose of attending to the critical illness of his/her spouse, child or parents for the necessary period of time up to one (1) year. The application for leave in this instance shall contain a physician's statement describing the critical illness and certifying that the personal attention of the employee is necessary.
C. An employee shall be granted an unpaid leave of absence for the purpose of parental care of his/her newborn child for a period of up to one (1) year which may commence, at the employee's option, at any time prior to, during or upon recovery from the disability period related to pregnancy. An employee adopting an infant child shall be granted an unpaid leave of absence for the purpose of parental care of his/her newly adopted infant child for a period of up to one (1) year commencing with the date custody of the child is awarded to the employee.
D. Unpaid leaves of absence shall be granted to employees to fulfill their military obligations to any branch of the United States armed forces.
E. An employee who has been elected to an office in the Association and whose duties of office require an absence from employment shall be granted an unpaid leave of absence for the duration of one term of office for any one office in the Association.

Leaves of absence for purposes other than those listed herein above may be granted by the Employer in its discretion and under conditions it deems appropriate.

Return to a position with the Employer shall be subject to the relative seniority rights of the employees and the availability of a position for which the employee is qualified and able to perform in the sub-classification from which the employee took leave. The Employer may use a substitute worker or another employee who wants to transfer temporarily in the position while the employee is on leave in which case the employee will be returned to the position upon expiration of his/her leave subject to any reduction in personnel affecting the position. If the Employer uses another employee by temporary transfer in the position of the employee on leave, the Employer may use a substitute in the transferred employee's position.

Article XI - RETIREMENT

In appreciation for services rendered to the Dexter School District, a payment of fifty dollars ($50.00) for each year of Dexter School Service will be paid to a bargaining unit member who has been employed in the Dexter Community Schools for ten (10) years and retires or dies while an active employee at Dexter Schools; those employees with at least ten years with the district and fifty (50) or more accumulated sick days, will be eligible to receive fifteen dollars ($15) for each of those days earned through June 30, 2019 and forty dollars ($40.00) for days accumulated thereafter.

This recognition will be made to all bargaining unit members upon retirement after ten (10) years of service if that employee has not been terminated for disciplinary reason.

Article XII – PARAEDUCATORS CLASSIFICATION

1. Some students may need additional staff support and services to be successful in the classroom. Paraeducators take on various responsibilities to help students who need support or supervision. They may be assigned to a specific student, a specific class, or they may work in several different areas.

1. The paraeducator positions are crucial and necessary for the operation of the school district and the well-being of our student population.

   Paraeducators can expect to work in one of the following schedules:

   A1. School day/school year - the paraeducator works with special education students all school day, every school day for students on the school calendar, plus up to 5 additional days as may be necessary for training. The total hours are approximately 1,200 annually.

   A2. Job Share School day/school year - two paraeducators work with special education students cooperatively together to fill a single school day/school year assignment.

   A3. Part school day/school year - the paraeducator works with special education students on a part-time schedule based on student needs. Total hours are 500-900 annually.

   A4. 8-hour – the paraeducator works 8 hours per day with special education students in the classroom and in other general programs that may be before or after school. The annual calendar will be every student day plus additional days beyond the school calendar (before the school year, during the school year, and/or after the school year). The total hours are approximately 1,560 annually. To the extent possible, a calendar will be determined two (2) weeks before the start of the school year.

   A5. Pupil Supervision - the paraeducator works all school day, every school day for students on the school calendar, plus up to 3 additional days as may be necessary for training. The total hours are approximately 1,200 annually.

   A6. Lunchroom monitor - the paraeducator works 2-3 hours for lunch coverage on every full day for students. Total hours are 350-550 annually.

2. Administration has the sole discretion to establish the number of positions, the location of assignment, and the schedule of positions. Schedules of six (6) hours or more shall include an unpaid duty free lunch period of no less than thirty (30) minutes. No schedules shall exceed eight (8) working hours per day. In an extenuating situation where a paraeducator works beyond the schedule, the paraeducator will be paid for all hours worked and overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

4. The parties agree that involuntary transfers of employees should be minimized, but the parties recognize the right of the Employer to make involuntary transfers as needed. All involuntary transfers rest within the sole discretion of the Board.

5. Michigan paraeducators are required to hold a high school diploma (or equivalent), regardless of their assignment, under Michigan law. Pursuant to federal guidelines under Every Student Succeeds Act (ESSA) and other laws and regulations, additional requirements for the employment of a paraeducator may be determined by the District.

6. Paid Time Off:
    A. Should a paraeducator need to take a sick day: A1. School day/school year, A4. 8-hour, and A5. Pupil Supervision paraeducators are provided nine (9) paid sick days per school year, converted to hours based on the number of hours the paraeducator is scheduled to work each school day. Sick days are earned at a rate of 1 day per full month worked, but may be taken at any time during the year. Sick days are not earned in months when the employee takes 3 or more unpaid days off. Paid sick days may be used for the employee's own illness or accidental injury, illness or injury to a member of the employee's immediate family.

        A2. Job Share School Day/School Year, A3. Part School Day/School Year, and A6. Lunchroom Monitor will accrue paid sick leave per the Michigan Earned Sick Time Act (ESTA).

        Notwithstanding anything to the contrary in this Agreement, each ESTA year (i.e., each school year), the first 72 hours of leave are subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be taken in hourly increments or in the smallest increment the Employer uses to track other types of leave.

    B. Employees shall be allowed a maximum of six (6) days in conjunction with the funeral of a close friend or relative. Three (3) of these days per funeral shall be paid and not charged to paid leave days. Members shall also be allowed to use up to three (3) additional paid leave days from their accumulated leave days per funeral for the purpose of assisting and settling the affairs of the deceased. The use of additional days beyond these days may be approved by the Superintendent.

    C. At the end of each fiscal year, unused sick days accumulate in a sick bank without limitation. The sick bank will be exhausted starting with the most recently banked sick days.

    D. The provision granting additional banked sick days based on longevity (Years 4–6, 7–9, and 10+) will be discontinued in the new collective bargaining agreement, effective July 1, 2025.

        Paraeducators who currently qualify for banked sick days under the existing language, specifically full-time A1. School day/school year, A4. 8-hour, or A5. Pupil Supervision paraeducators hired on or before September 7, 2021, will receive a one-time credit of ten (10) sick days on September 1, 2025. These days can be used for reasons outlined in Article XII, 6. A.

        This is one-time credit and no additional sick days will be awarded under this provision after July 1, 2025.

    E. In recognition and appreciation for longevity of services to the school district, an annual payment will be paid to paraeducators who have completed 10 years of service within the bargaining unit. Total longevity payments will be based on completed years of consecutive service to the District, as of the first day of school. Non-bargaining unit service credit will be based upon full-time consecutive service to the district immediately prior to the bargaining unit membership. The payment will be made on December 15 provided that the employee is actively employed at the time of the payment. Part-time employee longevity

payments will be determined based on the FTE of the employee as defined in the contract of June 30 of the prior year (i.e., .4 FTE gets 40% of payment).

Years Completed	10-15 Years	16-20 Years	21-25 Years	26+ Years
	$175	$275	$450	$750

F. A paraeducator who has been employed with the District for ten (10) years or more and retires (defined as drawing benefits from the MPSERS) or dies while an active employee will receive fifteen dollars ($15) per full day of banked sick time for each of those days earned through June 30, 2019 and forty ($40) for days accumulated thereafter, provided that the employee has fifty (50) or more accumulated sick days. A paraeducator who retires after the (10) years without fifty (50) or more accumulated sick days will receive fifteen ($15) per full day of banked sick time. Total sick bank hours divided by 6.75 will be used for the final payout calculation for: A1. School day/school year and A5. Pupil Supervision paraeducators. Total sick bank hours divided by 8 will be used for the final payout calculation for A4. 8-hour paraeducators.

G. When a normally scheduled school day is canceled for weather or other reasons, District administration may request paraeducators to work all or a portion of the normally scheduled day. The District may provide in-service or other duties as assigned (i.e., pupil support, building support, etc.) after the first two force majeure days. If the District notifies support staff to not report: A1. School day/school year, A2. Job Share School day/school year, A3. Part school day/school year, A4. 8-hour, A5. Pupil Supervision paraeducators will receive the pay they would have received on that day for the first five (5) days, or the state allotment, that are called during that school year for their position.

H. An employee required to appear for jury duty or under subpoena to give testimony as a witness before any judicial or administrative body in a cause to which s/he is not a party, shall be compensated for the difference between the employee's scheduled daily rate of pay and the compensation to which the employee is entitled from the judicial or administrative body or responsible party excluding pay for mileage. The employee shall request to defer jury duty to a time when school is not in session. The employee shall promptly notify the Employer of the pending absence and reason. The employee shall return to work at his/her next scheduled work period after being released from the obligation. The employee must work his/her scheduled work periods which do not conflict with the obligation.

I. When a student requires adult assistance for toileting needs, a minimum of two adults shall be present to ensure student safety and protect the interests of both students and staff. At no time shall a single staff member be solely responsible for providing direct toileting assistance.

7. Health Care:

A4. 8-hour paraeducators are eligible for the Washtenaw County Consortium PT Support Staff medical and ancillary plans (dental, vision life insurance and life insurance) per the terms and conditions of the Consortium. The Consortium requires all eligible employees to participate. The District will provide up to 80% towards the cost of single coverage, not to exceed

$557.71/month for medical and $46/month for ancillary plans combined. The employee may choose to enroll in 2-person or family coverage at their own expense for any amounts that exceed what is provided for the single subscriber. The employee may opt out of medical, but must elect Pak B that includes ancillary coverages only (dental, vision life insurance and life insurance).

Coverage is effective the first of the month following date of hire. The employee must enroll in the plan within 30 days of being eligible or will automatically be enrolled in Pak B for the remainder of the year. If an eligible employee completes the school year, the coverage and District contribution will continue uninterrupted during the summer months as long as the employee returns to work at the beginning of the next school year. If the employee does not return, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered retroactive to the first of the month following the last day the employee actually was present at work.

The employee share of the premium payments for summer coverage will be deducted on June 15 (for the June 15, June 30, July 15, July 31, August 15, and August 31 premiums). If wages are not sufficient, any remainder due will be deducted on June 30. If wages are still not sufficient, then the employee must pay the balance due by personal check no later than June 30 (for the month of July) and July 31 (for the month of August).

If at any time there are insufficient wages (i.e., beginning of school year, winter break, spring break, etc.), the employee share of the premium payments missed will be taken on the next paycheck. If wages are still not sufficient, then the employee will pay the balance due by personal check no later than the end of that month.

Should the eligible employee go on an unpaid leave (defined as 5 or more days) at any point of the year, except per the requirements under FMLA, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered.

If payment is not received as indicated, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered retroactive to the coverage period previously paid.

Reenrollment and the District's contribution will be reinstated the first of the month following return from an approved FMLA. In the case of a non-FMLA termination of coverage, the employee will be reinstated as a newly eligible employee the first of the month after returning to work for the next school year.

All other language in the DESPA contract, Articles, Appendices, or LOA relating to salary, wages, hours, compensation, and benefits is not applicable to the paraeducators unless paraeducators are specifically included.

Article XIII – FOOD AND NUTRITION

Food & Nutrition staff work together to prepare meals to ensure students are fueled to learn by preparing and serving meals that are nutritious, delicious, and enticing to all students. F&N staff must work within USDA guidelines to ensure program compliance.

The F&N positions are crucial and necessary for the operation of the school district and the well-being of our student population.

A. F&N staff can expect to work in one of the following schedules:

A1. Cook/Cashier (3-4.75 hours/day) - The staff member works on full-day student school days plus 1-3 additional days prior to the start of the school year to attend back-to-school meetings and prepare the kitchen for the first day of school. Staff is expected to help out where necessary and attend all required training to meet professional standards requirements.

A2. Cook/Cashier (5-7 hours/day) - The staff member works on full-day student school days, half-day student school days, plus 1-3 additional days prior to the start of the school year to attend back-to-school meetings and prepare the kitchen for the first day of school. Staff is expected to help out where necessary and attend all required training to meet professional standards requirements. Cooks/Cashiers in this category may be relied upon in conjunction with or in absence of a Kitchen Manager for help with more involved tasks that are critical to the meal service.

A3. Kitchen Manager (6.5-8 hours/day) - The staff member works on full-day student school days, half-day student school days, plus 3-5 additional days prior to the start of the school year to attend back-to-school meetings and prepare the kitchen for the first day of school. Staff is expected to help out where necessary and attend all required training to meet professional standards requirements. Kitchen Managers are relied upon for maintaining standards, training staff, and leading an open and inclusive environment in our kitchens.

B. Paid Time Off

Every September 1, all less-than-twelve-month employees will be credited with the following leave days:

Twelve (12) leave days. These leave days are nine (9) sick days and three (3) personal days.

Leave days may be used by the employee only for the purposes and under the conditions as follows:

1. Illness or accidental injury or a medical appointment of the employee.
2. Illness or injury to a member of the employee's immediate family (defined as spouse, child, parent, brother, sister or household dependent).
3. Observance of a recognized religious holiday of the employee's religion, required of practitioners of the established religion.
4. Employees shall be allowed a maximum of six (6) days in conjunction with the funeral of a close friend or relative. Three (3) of these days per funeral shall be paid and not charged to paid leave days. Members shall also be allowed to use up to three (3) additional paid leave days from their accumulated leave days per funeral for the purpose of assisting and settling the affairs of the deceased. The use of additional days beyond these days may be approved by the Superintendent.

5. A maximum of three (3) days each year for personal business that cannot be conducted outside the school day or for other reasons which are of a private nature and require the employee's presence. Use of these days for recreational or social purposes or to take a vacation of any kind is not allowed. Personal business days cannot be used the day before or the day after a holiday or recess period or in conjunction with leave days in any of the preceding instances. Employees desiring to use a personal leave day shall notify their supervisor in writing forty-eight (48) hours ahead of time, except in emergency situations which preclude such notice, by filling out the proper form.
6. Bargaining unit members may request use of a paid personal business day, compensatory day, vacation day or an unpaid leave day for the following three (3) holidays: the Friday before Labor Day, Good Friday, and the Friday before President's Day, if they are non-student days, for vacation time. The Employer will approve the request based on seniority consistent with staffing needs within each supervisor's area. If the employer does not respond or responds in an untimely manner, the request will be granted.

Any leave that will extend for two or more consecutive days requires prior notification to the employee's supervisor.

A physician's certification verifying the physical illness or disability may be required when absences for medical reasons extend beyond five (5) consecutive days or when absences are caused by a chronic condition which results in an abnormal usage of leave days.

An employee who must leave during the work day because of sudden personal illness or accidental injury shall be charged with use of leave for only one-half (1/2) work day missed, provided the employee has worked at least two hours that work day.

An employee who is unable to perform his/her duties because of illness or disability must notify his/her immediate supervisor before the start of his/her work day. In the event that an illness or disability extends beyond the first (1st) work day, the employee and the employee's immediate supervisor may make arrangements as to the frequency of continued notification of the illness or disability.

In the event that an employee suffers an injury or illness that is compensable under the Michigan Worker's Compensation Law, the employee will be entitled to use his/her sick leave in a pro-rated manner to supplement the amount of benefits the employee receives under Worker's Compensation. The employee's leave shall be reduced only by the portion of a day equal to the portion of the employee's gross pay actually paid by the board.

Notwithstanding anything to the contrary in this Agreement, if the Michigan Earned Sick Act (ESTA) is in effect, each ESTA year (i.e., each school year), the first 72 hours of leave are subject to the same conditions as provided in ESTA. Sick leave used for ESTA purposes may be taken in hourly increments or in the smallest increment the Employer uses to track other types of leave.

C. An employee required to appear for jury duty or under subpoena to give testimony as a witness before any judicial or administrative body in a cause to which s/he is not a party, shall be compensated for the difference between the employee's scheduled daily rate of pay and the compensation to which the employee is entitled from the judicial or administrative body or responsible party excluding pay for mileage. The employee shall request to defer jury duty to a time when school is not in session. The employee shall promptly notify the Employer of the pending

absence and reason. The employee shall return to work at his/her next scheduled work period after being released from the obligation. The employee must work his/her scheduled work periods which do not conflict with the obligation.

D. Food and Nutrition employees will receive the first two (2) paid force majeure days when a site is closed and the employee's services cannot be used elsewhere within the department. After the first two force majeure days, for any additional force majeure days, F&N may elect to have one (1) day deducted from their accumulated leave, unless the employee opts to take the day as an unpaid leave day or the employee has no accumulated leave days, in which case the day shall be an unpaid leave day.

E. All employees shall receive their scheduled daily pay for the following holidays which fall within their scheduled work year:

1. Independence Day - July 4
2. Labor Day
3. Thanksgiving Day
4. Day after Thanksgiving
5. Christmas Eve Day
6. Christmas Day
7. New Year's Eve Day
8. New Year's Day
9. Presidents' Day
10. Martin Luther King Jr. Day
11. Memorial Day

F. In an extenuating situation where an employee is asked to work beyond their schedule, the employee will be paid for all hours worked and overtime shall be paid in accordance with the Fair Labor Standards Act (FLSA).

G. District administration has the sole discretion to establish the number of positions, the location of assignment, and the schedule of positions. The parties agree that involuntary transfers of employees should be minimized, but the parties recognize the right of the Employer to make involuntary transfers as needed. All involuntary transfers are not subject to the grievance and rest within the sole discretion of the Board.

H. An F&N staff who has been employed with the District for ten (10) years or more and retires (defined as drawing benefits from the MPSERS) or dies while an active employee will receive fifteen dollars ($15) per full day of banked sick time for each of those days earned through June 30, 2019 and forty ($40) for days accumulated thereafter, provided that the employee has fifty (50) or more accumulated sick days. An F&N staff who retires after the (10) years without fifty (50) or more accumulated sick days will receive fifteen ($15) per full day of banked sick time. Total sick bank hours divided by 8 will be used for the final payout calculation.

I. Health Care

A3. Kitchen Managers who work 7 hours or more are eligible for the Washtenaw County Consortium PT Support Staff medical and ancillary plans (dental, vision life insurance and life insurance) per the terms and conditions of the Consortium. The Consortium requires all eligible employees to participate. The District will provide up to 80% towards the cost of single coverage, not to exceed $557.71/month for medical and $46/month for ancillary plans combined. The employee may choose to enroll in 2-person or family coverage at their own expense for any amounts that exceed what is provided for the single subscriber. The employee may opt out of

medical, but must elect Pak B that includes ancillary coverages only (dental, vision life insurance and life insurance).

Coverage is effective the first of the month following date of hire. The employee must enroll in the plan within 30 days of being eligible or will automatically be enrolled in Pak B for the remainder of the year. If an eligible employee completes the school year, the coverage and District contribution will continue uninterrupted during the summer months as long as the employee returns to work at the beginning of the next school year. If the employee does not return, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered retroactive to the first of the month following the last day the employee actually was present at work.

The employee share of the premium payments for summer coverage will be deducted on June 15 (for the June 15, June 30, July 15, July 31, August 15, and August 31 premiums). If wages are not sufficient, any remainder due will be deducted on June 30. If wages are still not sufficient, then the employee must pay the balance due by personal check no later than June 30 (for the month of July) and July 31 (for the month of August).

If at any time there are insufficient wages (i.e., beginning of school year, winter break, spring break, etc.), the employee share of the premium payments missed will be taken on the next paycheck. If wages are still not sufficient, then the employee will pay the balance due by personal check no later than the end of that month.

Should the eligible employee go on an unpaid leave (defined as 5 or more days) at any point of the year, except per the requirements under FMLA, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered.

If payment is not received as indicated, the coverage will be terminated, the District's contribution will be terminated, and COBRA offered retroactive to the coverage period previously paid.

Reenrollment and the District's contribution will be reinstated the first of the month following return from an approved FMLA. In the case of a non-FMLA termination of coverage, the employee will be reinstated as a newly eligible employee the first of the month after returning to work for the next school year.

J. F&N staff are expected to wear slip-resistant footwear specifically designed to help reduce accidents. The Employer will provide protective footwear that are not normal street shoes or normal work boots to bargaining unit members when required for their job(s), either as a direct purchase or on a reimbursement basis, at the discretion of the Employer. Shoes with slip resistance grip have a tread pattern that helps resist against slippery surfaces. No slip oil resistant shoes have high resistance tread which is designed to help reduce your chances of slipping or falling at work. If not purchased directly by the employer, the employer will reimburse, for up to two (2) pairs of qualifying footwear, per school year, provided that both pairs are listed on the same original receipt and the total reimbursement does not exceed one hundred dollars ($100). If the employee terminates employment or returns the shoes, no reimbursement will be made.

K. In recognition and appreciation for longevity of services to the school district, an annual payment will be paid to any employee who has completed 10 years of service within the bargaining unit. Total longevity payments will be based on completed years of consecutive service to the District, as of the first day of school. Non-bargaining unit service credit will be based upon full-time consecutive service to the district immediately prior to bargaining unit membership. The payment

will be made on December 15 provided that the employee is actively employed at the time of the payment. Part —time employee longevity payments will be determined based on the FTE of the employee as defined in the contract of June 30 of the prior year (i.e., .4 FTE gets 40% of payment).

Years/Steps Completed

Completed	**10-15 Years**	**16-20**	**21-25**	**26+ Years**
12 mo.	$250	$400	$650	$1100
10 mo.	$200	$325	$550	$900
9 mo.	$175	$275	$450	$750

All other language in the DESPA contract, Articles, Appendices, or LOA relating to salary, wages, hours, compensation, and benefits is not applicable to the F&N staff members, unless F&N staff members are specifically included.

Article XIV – DISCIPLINE AND DISCHARGE

A. Employees who have fulfilled the probationary period shall not be disciplined or discharged without just cause. Progressive discipline will normally be applied, except that serious misconduct may result in suspension or discharge as the first step.

Progressive Discipline, for the purpose of this Agreement, shall be defined as: Disciplinary action taken for corrective purposes. Therefore, disciplinary action shall generally follow the pattern of an oral reprimand and a written reprimand prior to suspension and/or termination.

By way of illustration — verbal or written warning need not be issued an employee before disciplinary action for the following types of offenses:

- Dishonesty, theft, use of or under the influence of behavior affecting substance while on the job, or insubordination shall be cause for dismissal.
- Failure to return to work within the five (5) days following receipt of a recall from layoff notice shall be considered a resignation. Similarly, failure to return from an approved leave of absence on the specified date shall be deemed a resignation.
- Refusal to submit to a breath analyzer or blood test administered by authorized officials when so requested by the Superintendent upon suspicion of being under the influence of alcohol or illegal substances shall be cause for dismissal. Similarly, driving while working or on school property under the use of prescribed medication, which may cause impaired ability against the advice of a physician, shall be cause for dismissal.
- The falsification of information in order to obtain a leave of absence shall be cause for dismissal.

B. When the Employer becomes aware of an incident or receives a complaint regarding an employee which may result in disciplinary action against the employee, the Employer, within five (5) work days of becoming aware of the incident or complaint and the employee's involvement therein, shall notify the employee in writing with a copy to the Association, that the incident or complaint is under investigation. The investigation shall be conducted with dispatch and any disciplinary action shall be taken promptly at the conclusion of the investigation. The Employer shall notify the employee in writing, with a copy to the Association, of any disciplinary action or discharge, which shall include a specification of the offense. The employee shall have the right to answer and defend against the disciplinary action or discharge by filing a grievance with or without an Association representative.

Should it be subsequently determined that an employee was disciplined or discharged without just cause and the employee is exonerated of any wrongdoing or fault in the matter, the employee shall be restored to his/her original employment status and receive all wages and benefits to which he/she would have been entitled had the action not been taken by the Employer and all references to the discipline or discharge shall be removed from the employee's personnel file.

Should it be subsequently determined that the employee is guilty of wrongdoing but the discharge or discipline action taken by the Employer was too severe under the circumstances, the discharge or discipline shall be reduced to the degree justified by the circumstances and the

employees shall be restored to the employment status and shall receive the wages and benefits to which he/she would have been entitled had the Employer taken the proper action. Nothing herein shall be construed to preclude mitigation of the Employer's liability.

C. An employee, upon request, shall be entitled to have present a representative of the Association when the employee is to receive discipline or notice of discharge or when the employee is being questioned regarding a matter for which there is reason to believe that disciplinary action or discharge against the employee being questioned may result.

D. An employee or the Association with specific written consent of the employee, shall have the right to review the personnel file of the employee upon request made to the Employer. Such review and request shall be consistent with the provisions of the Employee Right to Know Act, as amended. Upon request, material of a disciplinary nature that has been placed in an employee's file shall be removed after three (3) years if there has not been a repetition of the infraction. Provided, however, that the Employer may remove material of a disciplinary nature before the end of the three (3) year period if requested in writing to do so by the employee. Whenever anyone requests an employee's personnel file using the Freedom of Information Act (FOIA) the District shall notify the employee.

E. The Association and the affected employee will receive a copy of any document(s) of a disciplinary nature placed in an employee's personnel file.

Article XV – REDUCTION OF EMPLOYEES

A. When the Employer decides to reduce the number of bargaining unit members within a seniority classification, employees shall be reduced in order of least seniority within the sub-classification being reduced, provided there are remaining more senior employees within the sub-classification who are qualified and able to perform all the job duties of the less senior employees being reduced. Employees reduced from a sub-classification shall, upon written request, be retained in positions in lower series sub-classifications within the same seniority classification, provided the senior employees are qualified and able to perform all the job duties of less senior employees.

B. A bargaining unit member who is reduced from a sub-classification in one seniority classification and has accumulated seniority from another seniority classification, upon written request, shall be retained in a position in that seniority classification in the highest series sub-classification in which the employee had previously worked, provided the position is held by a less senior employee and the employee is qualified and able to perform all of the job duties of the less senior employee. If no position is available in the highest series sub-classification in which the employee had previously worked, the employee shall be retained in a position in the closest lower sub-classification possible, provided the position is held by a less senior employee and the employee is qualified and able to perform all of the job duties of the less senior employee.

C. Employees shall be provided at least thirty (30) days' notice prior to the effective date of layoff.

D. The Employer shall maintain a reduced bargaining unit member on the recall list for a period equal to the employee's length of seniority in all classifications not to exceed five (5) years nor less than one (1) year. Employee must advise Employer of any change in address. Recall notice will be sent to last address on file with Employer. Failure to respond within five (5) work days or return of notice without forwarding address will justify bypassing employee for the position. When positions become available in a sub-classification of a seniority classification, employees on layoff will be recalled in order of greatest seniority within the seniority classification from which they were reduced or in which they have accumulated seniority, to positions in the same or lower series sub-classifications in which they previously worked, provided they are qualified and able to perform all of the job duties of the position.

E. Prior to the recall of a food & nutrition, buildings & grounds, office management and technology employee to an available position, the position shall be posted for at least seven (7) work days for transfer among the employees in the sub-classification in which it arises. The most senior employee in the sub-classification making application who has the necessary qualifications to do the job shall be awarded the transfer.

Article XVI – SAFETY PRACTICES

A. The employer will take reasonable measures in order to correct and eliminate any hazardous conditions employees may encounter at their places of work, which pose a danger to their health and safety.

B. The employee must inform the employer of any such hazard as soon as the employee first becomes aware of it. This includes notifying the employer of any hazardous condition which may endanger the safety of anyone who would enter upon the employer's property. Notification must be in writing to the employee's supervisor with a signed return receipt for the employee.

C. The employer, once notified of any alleged hazardous condition, shall investigate such condition and shall be expected to make adjustments in such condition if, in the employer's investigation, the alleged condition is an identifiable and recognizable hazard to the safety of the employee(s).

D. The Board shall notify the affected employee or employees in writing as to the disposition of the investigation of the alleged hazardous condition within five (5) working days from the date that the Board was notified of such alleged safety hazard.

E. Employees must promptly report all injuries, no matter how slight, to the employee's supervisor.

Article XVII – GENERAL WORKING CONDITIONS

A. Parking space sufficient to accommodate the vehicles driven to work by employees shall be provided within a reasonable proximity of the building or premises at which the employees are working.

B. Employees shall be permitted to make local telephone calls on school telephones designated by the employer in the building at which they are working, during breaks and non-working time, except that in the case of a personal emergency involving the health or safety of the employee's family, the employee shall be permitted reasonable time to make an immediate call. All toll calls or long-distance calls shall be at the expense of the employee charged to a home telephone number.

C. The employer shall provide specific written procedures for employees to follow in administering any medications to students or employees. Such procedures shall be in compliance with all applicable laws of the State of Michigan with regard thereof.

D. Employees shall not be required to maintain or clean the personal property of other school employees.

E. When the immediate supervisor is to be absent, the employee shall be informed as to the name of the person that the employee is to contact in the event of an emergency situation.

F. Any employee desiring to resign from his/her position shall file a letter of resignation with the Superintendent of Schools at least ten (10) working days prior to the effective date of such resignation. Any employee who resigns from his/her position in the manner herein described shall maintain his/her rights to any benefits which are payable upon separation, and all insurance premiums which are paid by the Board shall terminate as of the employee's resignation date.

G. On work days when students are in attendance for instruction, and the building in which the office management, technology and/or food & nutrition employees are assigned is without heat or water such that the students are released from classes early:

   1. Office management and technology employees in the respective school building will be released for the remainder of their scheduled work day, without loss of pay, following the release of the students when there is reasonable assurance that the students' transportation needs have been met, or be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all time worked the remainder of their work shift from that point in time; and
   2. Food & nutrition employees in the respective school building will be released for the remainder of their scheduled work shift, without loss of pay, after storage, clean up and any necessary preparation for the next school day has been completed or be paid at the rate of one and one-half (1-1/2) their regular rate of pay for all time worked the remainder of their work shift from that point in time.

On work days when students are not in attendance for instruction and the building in which the office management, technology and/or food & nutrition employees are assigned is without heat or water such that the temperature in the work area where the employees are performing work is below 55 degrees Fahrenheit for a sustained period of two (2) hours, or the water pressure in the restroom or work facilities for the job is not functioning for a sustained period of two (2) hours:

Office management and technology employees in the respective building will be released for the remainder of their scheduled work shift, without loss of pay, or be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all time worked the remainder of the work shift from that point in time; and

Food & nutrition employees in the respective building will be released for the remainder of their scheduled work shift, without loss of pay, after storage, cleanup and any necessary preparation that can be done (without access to water if no water pressure in the work facility) for the next school day has been completed or be paid at the rate of one and one-half (1-1/2) times their regular rate of pay for all time worked the remainder of the work shift from that point in time.

No such employee will be required to remain at work on such days after becoming eligible for release, if the temperature in the work area where the employee is performing work falls below 50 degrees Fahrenheit.

In any case, on scheduled work days when students are not in attendance for instruction, if at the beginning of the work shift water pressure in the restroom or work facilities for the job is not functioning or the building is without heat such that the temperature in the work area is below 55 degrees Fahrenheit and there is no reasonable prospect that the heat or water will be restored within one hour, the office management, technology and food & nutrition employees will be released for the remainder of their scheduled work shift without loss of pay, but may be required to return for work when the heat or water is restored and at least four (4) hours of work can be performed prior to the regular conclusion of the shift.

Food & nutrition employees will be compensated when normally scheduled for work during emergency closings. Make-up days will <u>not</u> be compensated for.

H. Upon request, any employee who has been assaulted in the course of performing his/her duties shall be provided with one (1) hour of consultation with an attorney.

I. Bargaining unit members will comply with the provisions of Board policy regarding the administering of medication (policy number 5330).

Article XVIII – GRIEVANCE PROCEDURE

A. The term "grievance" shall mean any claim, by one (1) or more employees or the Association, that there has been a misinterpretation, misapplication, or violation of the express terms of this Agreement.

Any employee, group of employees, or the Association, that becomes involved in a dispute over matters relating to wages, hours and conditions of employment, is prohibited from pursuing the desired remedy to a problem by processing it through more than one agency at the same time; i.e., the Grievance Procedure and the Circuit Court.

B. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum and every effort should be made to expedite the process. If an appeal is not taken by the employee within the time limit specified, the grievance will be deemed settled on the basis of the disposition at the preceding level. In the event the written answer is not submitted in the time specified, the employee may proceed to the next level. The time limits may, however, be extended by mutual agreement in writing between the Association and the Employer.

Level One

a. An employee together with his representative or the Association, within ten (10) work days of the occurrence of the event upon which the grievance is based, shall orally discuss the matter with the immediate supervisor with the objective of resolving the matter informally. If the employee or the Association is not satisfied with the disposition from the oral discussion and wishes to further pursue the matter, the grievance shall be filed in writing on the grievance form set agreed upon between the parties. The written grievance must be submitted to the employee's immediate supervisor within fifteen (15) work days of the occurrence of the event upon which the grievance is based. A grievance pertaining to alleged safety hazards may be processed directly to Level Two after the oral discussion with the immediate supervisor.

1. Within ten (10) work days of the filing date, the immediate supervisor will arrange to meet with the employee and his/her representative in an effort to resolve it. A written answer shall be given within five (5) work days after such meeting.

Level Two

a. If the employee or the Association is not satisfied with the disposition of the grievance at Level One, a written appeal shall, within five (5) work days thereafter, be transmitted to the Executive Director of Human Resources, stating the reason the grievance is being appealed to Level Two.

1. Within ten (10) work days of receipt of such appeal, the Executive Director of Human Resources will meet with the employee and/or appropriate Association representative to discuss the grievance. The employee may not be present but shall be present at the request of either the Employer or the Association. A written answer shall be given within five (5) work days after such meeting.

Level Three

a. If the employee or the Association is not satisfied with the disposition of the grievance at Level Two, a written appeal shall, within five (5) work days thereafter, be transmitted to the Superintendent or his/her designee, stating the reason the grievance is being appealed to Level Three.
    1. Within ten (10) work days of receipt of such appeal, the Superintendent or designee will meet with the employee and/or appropriate Association representative to discuss the grievance. The employee may not be present but shall be present at the request of either the Employer or the Association. A written answer shall be given within five (5) work days after such meeting.

Level Four – Arbitration

a. In the event that the Association is not satisfied with the disposition of the grievance by the Superintendent of Schools, it may appeal the grievance to arbitration by filing a Demand for Arbitration with the American Arbitration Association within twenty (20) work days from the date of receipt of the decision or the date by which it is due, whichever occurs first. The rules and regulations of the American Arbitration Association shall apply for selection of the arbitrator and shall likewise govern the conduct of the hearing.
    1. The Arbitrator, the Association, or the Board may call any person as a witness in any arbitration hearing. Each party shall be responsible for the expenses of the witnesses that they may call.
    2. The Arbitrator shall render his/her decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
    3. The fees, expenses and filing fee of the Arbitrator shall be borne solely by the non-prevailing party. The Arbitrator shall not have jurisdiction to add to, subtract from or otherwise alter or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.
    4. The decision of the Arbitrator shall be final, conclusive and binding upon all employees, the Board and the Association. The Association agrees that it will in no way assist any employee to appeal to or seek relief from any other judicial or administrative body.

Article XIX – STRIKE PROHIBITION

The Union recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of Michigan, as amended, are contrary to Law and public policy. The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it will not direct, instigate, participate in, encourage or support any strike against the Board by any member or group of members which is contrary to Law.

Article XX – MISCELLANEOUS PROVISIONS

A. This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.

B. If any provision 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 provisions or applications shall continue in full force and effect.

C. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms.

Article XXI – DURATION OF AGREEMENT

A. This agreement shall be in effect from July 1, 2025, until June 30, 2028.

Parties agree to a financial reopener for 2026-2027 and 2027-2028.

If an off-schedule payment is given to other groups for positive end-of-year, DESPA is included.

B. Neither party shall have control over the selection of the bargaining representatives of the other party. It is recognized that no final agreement between the two parties may be executed without ratification by the Association and by the Board; but the parties mutually pledge that bargaining representatives shall be clothed with all necessary power to negotiate an Agreement.

SIGNATURES

DEXTER EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

By _____
President

By _____
Secretary

By _____
MEA Representative/Negotiator

By _____
Bargaining Team

By _____
Bargaining Team

By _____
Bargaining Team

By _____
Bargaining Team

BOARD OF EDUCATION
DEXTER COMMUNITY SCHOOLS

By _____
President

By _____
Secretary

By _____
Chief Negotiator

APPENDIX A – DESPA WAGES

2026-2027

CUSTODIANS/ GROUNDS			
	25-26	26-27	27-28
~~Step 1~~			
~~Step 2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
Step 6	$ 17.44	$ 17.62	
Step 7	$ 18.53	$ 18.72	
Step 8	$ 19.08	$ 19.27	
Step 9	$ 19.89	$ 20.09	
Step 10	$ 21.40	$ 21.83	

MAINTENANCE*			
	25-26	26-27	27-28
~~Step 1~~			
~~Step 2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
Step 6	$ 20.17	$ 20.37	
Step 7	$ 20.71	$ 20.92	
Step 8	$ 21.26	$ 21.47	
Step 9	$ 21.80	$ 22.02	
Step 10	$ 23.00	$ 23.46	

SECRETARIES			
	25-26	26-27	27-28
~~Step 1~~			
~~Step 2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
Step 6	$ 17.44	$ 17.62	
Step 7	$ 18.53	$ 18.72	
Step 8	$ 19.08	$ 19.27	
Step 9	$ 19.89	$ 20.09	
Step 10	$ 21.40	$ 21.83	

COURIER, TRANSPORT & RECEIVING			
	25-26	26-27 Proposed 1.5%	27-28
~~Step 1~~			
~~Step 2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
~~Step 6~~			
~~Step 7~~			
~~Step 8~~			
~~Step 9~~			
Step 10	$ 19.08	$ 19.46	

TECHNOLOGY			
	25-26	26-27	27-28
Step 1	$ 17.12	$ 17.29	
Step 2	$ 17.26	$ 17.44	
Step 3	$ 17.42	$ 17.59	
Step 4	$ 17.86	$ 18.04	
Step 5	$ 18.29	$ 18.48	
Step 6	$ 18.75	$ 18.93	
Step 7	$ 19.19	$ 19.38	
Step 8	$ 19.64	$ 19.84	
Step 9	$ 19.94	$ 20.14	
Step 10	$ 20.15	$ 20.55	

PARAEDUCATORS			
	25-26	26-27	27-28
~~Step 1~~	$16.35	$16.75	
~~Step 2~~	$16.35	$16.75	
~~Step 3~~	$16.35	$16.75	
~~Step 4~~	$16.35	$16.75	
~~Step 5~~	$16.35	$16.75	
~~Step 6~~	$16.35	$16.75	
~~Step 7~~	$16.35	$16.75	
~~Step 8~~	$16.35	$16.75	
~~Step 9~~	$16.35	$16.75	
~~Step 10~~	$16.35	$16.75	
Longevity	$16.35	$16.75	

COOKS and CASHIERS			
	25-26	26-27	27-28
~~Step 1~~			
~~Step2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
Step 6	$14.96	$15.11	
Step 7	$15.49	$15.65	
Step 8	$16.03	$16.19	
Step 9	$16.56	$16.73	
Step 10	$17.10	$17.44	

KITCHEN MANAGERS			
	25-26	26-27 Proposed 1.5%	27-28
~~Step 1~~			
~~Step 2~~			
~~Step 3~~			
~~Step 4~~			
~~Step 5~~			
Step 6	$ 17.10	$17.27	
Step 7	$ 17.90	$18.08	
Step 8	$ 18.44	$18.62	
Step 9	$ 19.78	$19.97	
Step 10	$ 20.31	$20.72	

LUNCH MONITORS			
	25-26	26-27	27-28
Step 1	~~13.00~~		
Step 2	~~13.00~~		
Step 3	~~13.00~~		
Step 4	~~13.00~~		
Step 5	$ 13.90	$ 14.18	

SPECIAL ED PARAEDUCATORS			
	25-26	26-27	27-28
Step 1	$ 17.44	$ 17.62	
Step 2	$ 18.53	$ 18.72	
Step 3	$ 19.08	$ 19.27	
Step 4	$ 19.89	$ 20.09	
Step 5	$ 21.40	$ 21.83	

*B&G Additional per hour	
Skilled Maintenance in Training	$ 2.00
Skilled Maintenance Certified	$ 7.00

1. A $1000 stipend for counseling secretary, special education secretary and the pupil accounting secretary to be paid with half in November and the remainder in May.

2. Category for skilled maintenance (HVAC, Electrical, or Plumbing). While in a training program, the employee will earn $2.00/hr to the appropriate step. The employee must continue to take courses during the fall and winter semester, when courses are available, for the training to continue progressing, as approved by the Superintendent. After completing the certification program, the skilled maintenance position will earn an additional $7.00 more per hour or moved to an annualized salaried position that is mutually agreed upon by the Association and the District.

3. DESPA members that serve on the First Responder Team in their assigned building will receive a $500 stipend on June 30 provided they are actively employed, including members on paid FMLA, and have not otherwise terminated at the time of payment. Stipend will be prorated based on hire date if employee starts after the first day of school.

4. The District will advance employees whose start date occurs on or before January 2, one (1) step on the pay scale the following work year.

APPENDIX B – LONGEVITY PAYMENTS

In recognition and appreciation for longevity of services to the school district, an annual payment will be paid to any employee who has completed 10 years of service within the bargaining unit. Total longevity payments will be based on completed years of consecutive service to the District, as of the first day of school. Non-bargaining unit service credit will be based upon full-time consecutive service to the district immediately prior to bargaining unit membership. The payment will be made on December 15 provided that the employee is actively employed at the time of the payment. Part —time employee longevity payments will be determined based on the FTE of the employee as defined in the contract of June 30 of the prior year (i.e., .4 FTE gets 40% of payment).

Years/Steps Completed

Completed	**10-15 Years**	**16-20 Years**	**21-25 Years**	**26+ Years**
12 mo.	$250	$400	$650	$1100
10 mo.	$200	$325	$550	$900
9 mo.	$175	$275	$450	$750

APPENDIX C – DCS GRIEVANCE FORM

DEXTER COMMUNITY SCHOOLS GRIEVANCE REPORT FORM

(Submit to the supervisor in duplicate)

DESPA Grievance Number _____

Name of Grievant _____

Building _____

Date Filed _____

I. Date Cause of Grievance occurred _____

A. Statement of Grievance

B. Relief Sought

II. Date of initial oral discussion with Supervisor _____

A. Position of Grievant and/or Association _____

B. Signature and Date _____

III. Date of Grievance Meeting with Supervisor _____

A. Disposition of Supervisor

1. Signature and Date _____

B. Position of Grievant and/or Association

1. Grievant Signature and Date _____

2. Association Signature and Date _____

IV. Date of Grievance Meeting with Superintendent or designee _____

A. Disposition of Superintendent or designee

1. Superintendent Signature and Date _____