



**EASTPOINTE
COMMUNITY SCHOOLS**

E.D.E.S.A

**EAST DETROIT EDUCATIONAL
SECRETARIES ASSOCIATION**

CONTRACT

~~February 1, 2021- January 31, 2022~~

February 1, 2022 to January 31, 2025

AGREEMENT
between
EASTPOINTE BOARD OF EDUCATION
and the
EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION

TABLE OF CONTENTS

ARTICLE I Recognition	4
ARTICLE II Definitions	4
ARTICLE III Association and Employee Rights	5
ARTICLE IV Fair Employment Practices	6
ARTICLE V Strike and Picket Prohibition	6
ARTICLE VI Compensation, Overtime, Legal Holiday, Release Time	6
ARTICLE VII Hours of Work and Employment Conditions	8
ARTICLE VIII Vacancies, Transfers, Layoff, and Recall	10
ARTICLE IX Attendance, Reprimand, Suspension and Discharge Procedures	11
ARTICLE X Resignation	12
ARTICLE XI Leaves of Absence	12
ARTICLE XII Retirement	15
ARTICLE XIII Longevity	15
ARTICLE XIV Insurance	15
ARTICLE XV Vacations	17
ARTICLE XVI Negotiation Procedures and Ratification	18
ARTICLE XVII Grievances	19
ARTICLE XVIII Grievance Procedure	19
ARTICLE XIX Miscellaneous Provisions	21
ARTICLE XX Evaluation	22
ARTICLE XXI Duration of Agreement	22
SCHEDULE A	23

SCHEDULE B EDESA Calendar	25
EDESA SCHEDULE C Employee Discipline Notice	26
SCHEDULE D Employee Benefits	27
SIGNATURE PAGE	28

AGREEMENT
between
EASTPOINTE BOARD OF EDUCATION
and the
EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION

THIS AGREEMENT entered in this 1st day of February 2020, by and between the BOARD OF EDUCATION of the Eastpointe Community Schools, Macomb County, Michigan, or its survivor, hereinafter called the “Employer” and the EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter called “E.D.E.S.A.”

(The headings used in this Agreement and Exhibits neither add to nor subtract from the meaning, but are for reference only.)

ARTICLE I Recognition

- A. The Employer hereby recognizes the E.D.E.S.A. as the exclusive bargaining representative as defined in Section XI of Act 379, Public Acts of 1965, for all personnel including, but not limited to secretarial and clerical duties including, but not limited to secretaries, bookkeepers, payroll, accounts payable and data processing.
- B. For the duration of this Agreement, the Employer agrees not to negotiate with any organization other than the E.D.E.S.A. representing the employee recognized in Article I, Section A.
- C. Each member of the Bargaining Unit shall be free to join or not to join the Association, and no member shall be penalized for not becoming a member of the Association.

ARTICLE II Definitions

- A. Whenever the term “Employer” is used, it shall mean the Board of Education of the Eastpointe Community School District and shall include its designee upon whom the Employer has conferred authority to act in its place and stead.
- B. Whenever the term “Association” is used, it shall mean the East Detroit Educational Secretaries Association and shall include its designee upon whom the Association has conferred authority to act in its place and stead.
- C. Whenever the term “Employee” is used, it is to include any member of the bargaining unit.
- D. Whenever the term “Superintendent” is used, it shall mean the Superintendent of Schools and shall include his designee upon whom the Superintendent has conferred authority to act in his place and stead.
- E. Whenever the term “Immediate Supervisor” is used, it shall mean the administrator of any work location or functional division or group.
- F. Whenever the term “Association Representative” is used, it shall mean the employee designated by the Association to represent an individual or group of employees.
- G. Whenever the term “work year” is used and preceded by a number, the number shall designate the approximate number of weeks in the employee’s work year.
- H. Whenever the term “day” is used it shall mean a working day unless specifically noted otherwise.
- I. The pronouns and relative words herein used are written in the masculine and singular only. Such words shall be read as if written, in the plural, feminine or neuter.

ARTICLE III Association and Employee Rights

- A. Pursuant to Act 379 of the Public Acts of 1965, the Employer hereby agrees that every employee of the Eastpointe Board of Education shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan, or the Constitutions of Michigan and the United States, and that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or collective professional negotiations with the Employer, or his institutions of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. The Employer specifically recognizes the right of its employees to appropriately invoke the assistance of the Michigan Employee Relations Commission or a mediator from such public agency.
- C. Members of the Association shall have the right to use school building facilities and equipment at all reasonable hours. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association either on or off school premises. Established media of communications shall be made available to the Association.

- D. The Employer agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning the allocation of funds and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.
- E. The Association shall receive a semiannual report (November 1 and April 1) of all employees covered under this Agreement, stating name, place of assignment, date of employment, employee classification, wages and work year.
- F. Association Business The Association is provided each year ten (10) Association business days, which may be used by a member(s) of the Association as determined by the Association President. The Union will provide at least a twentyfour (24) hour advance notice. These days will not accrue.

ARTICLE IV Fair Employment Practices

- A. Discrimination** - Neither the Employer nor the E.D.E.S.A., nor their agents shall discriminate against any employee on the basis of race, creed, color, national origin, sex, marital status, age, political activities, religion, height, weight, or past participation in the activities of any employee organization.
- B. Outside Activities** - No religious or political activity of an employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such employee. The private, personal life of an employee is not within the appropriate concern or attention of the employer except as it might adversely reflect upon the employer.

ARTICLE V Strike and Picket Prohibition

- A. Participation** - It is agreed that during the term of this Agreement there shall be no strikes. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part, from the full, faithful and proper performance of the duties of employment. It is further agreed that neither E.D.E.S.A. nor its agents or members shall sponsor picketing or threaten to sponsor picketing during the term of this Agreement.
- B. Protection** - Should another organization within the School District sponsor picketing or strike, the East Detroit Educational Secretaries Association agrees to make a reasonable effort to report for work providing the Employer provides a safe and available place for performance of duties.

ARTICLE VI Compensation, Overtime, Legal Holiday, Release Time

- A. Wage and Classification** - The wage and classification of an employee covered by this Agreement is set forth in Schedule A.

B. Work Schedule – The work schedule shall be an eight (8) hour day and forty (40) hour week, Monday through Friday. Overtime worked in excess of eight (8) hours in any one day, or on Saturday shall be paid for at one and one half (1½) times the regular hourly rate except that an employee shall be paid double time for working on Sundays and/or holidays. Double time on holidays and/or Sunday means that an employee shall receive his holiday pay, plus double time for all hours worked.

1. For the purpose of this Agreement, school is not in session when, according to the official school calendar, neither students nor teachers are in full day attendance.
2. Employee work schedules may vary due to the special needs and circumstances peculiar to buildings and/or departments. Employees are expected to report for duty within the organizational pattern of the building or department.
3. An employee, excluding an employee continuing a regular day, required to report for overtime duty, shall be guaranteed at least two (2) hours pay at the rate of time and one-half.
4. Work year:

Weeks Before Students Return	Work Year	Weeks After Students Leave
2 weeks	43	1 week
2 weeks	44	2 weeks
4 weeks	46	2 weeks

C. Holidays - Employees within the bargaining unit shall receive a holiday with pay at the employee’s current regular rate for the holidays that fall within their regular or extended work year as indicated on the E.D.E.S.A. Calendar (Schedule B).

D. Professional Growth and Training – The Employer recognizes the need for employees to receive additional training and to periodically attend training sessions, professional workshops, seminars and other programs associated with their employment responsibilities. Expenses for such mandatory training, including but not limited to registration fees, materials, equipment, travel expenses outside of the District, room and board shall be paid for by the District.

All training programs requiring release from duty must be approved in advance by the Secretary’s immediate supervisor.

On occasion, opportunities will be afforded members to attend optional classes, workshops, seminars or similar programs outside of the normal workday. Registration fees and materials for such approved programs will be paid for by the District. However, if the opportunity for such training is voluntary in nature, the employee will not receive payment for overtime.

Two times each year, in-service days for all E.D.E.S.A employees will be held. The dates of these meetings will coincide with teacher professional development days. Attendance at these meetings shall be mandatory. One-half of each in-service day will be devoted to professional growth and skill development. The other half-day shall be devoted to E.D.E.S.A. business. The agenda for these days will be developed mutually between the E.D.E.S.A. and the office of the Superintendent.

Administration will allocate up to one thousand (\$1,000) dollars annually for the purpose of providing/supplementing the costs for professional workshops and training programs with prior approval. This allocation will not accrue from year-to-year.

E. Night Differential - See Schedule "A"

ARTICLE VII Hours of Work and Employment Conditions

A. Assignments - The Employer recognizes the principle of a work week of forty (40) working hours and will establish work schedules and work assignments which can reasonably be completed within the established work week. The Employer shall not require employees regularly to work in excess of such established work week, and, when temporary workloads dictate, additional help may be necessary.

B. Relief Periods - Employees shall be entitled to a duty-free uninterrupted lunch period of fifty (50) minutes or a thirty (30) minute duty-free uninterrupted lunch period and two (2) ten (10) minute relief periods.

C. Full Time - Any Employee whose position has an annual work period of forty (40) weeks or more on a forty (40) hour week is entitled to all benefits under this Agreement. A full-time employee shall not be required to assume the responsibilities of an absent employee except in short term emergencies. If a full-time employee is directed by a supervisor to assume the responsibility of an absent employee in a higher classification, he shall receive the appropriate salary step on the first day of the absence until relieved of the additional responsibility.

1. In the event of a long-term absence (when application to the sick bank has been made) another EDESA member within that building shall be considered for the vacant position, according to the following criteria: a) next higher classification; b) seniority, and be paid the higher rate of pay.

D. Temporary Employees shall not be entitled to the benefits of the sick leave policy or other considerations offered full time employees. They shall be paid at an hourly wage rate for the actual hours worked and have the approval of the Board or its designated representative.

1. Any temporary position that is found to exceed ninety (90) calendar days shall be addressed jointly with the E.D.E.S.A. and Administration. Upon mutual agreement, it will be presented to the Board of Education for consideration as a permanent position. Upon Board approval, it will be posted as a new job opening consistent with the provisions of the contract.

E. Seniority - Seniority shall be defined as continuous years of employment in the Bargaining Unit from the first day of employment. The effective date will be the day, month and year the employee was eligible for pay in a Bargaining Unit position.

F. New Jobs - Whenever a new job is placed in the unit and cannot be placed in an existing classification, the Employer will notify the E.D.E.S.A. prior to establishing a classification and structure. In the event the E.D.E.S.A. does not agree that the description and rate are proper, it will be subject to the grievance procedure.

G. Probation - Every hire shall be considered a probationary employee for the initial forty-five (45) calendar days of his employment. Such probationary employee shall receive a written evaluation of their performance no later than thirty (30) calendar days subsequent to the date of hire. Upon satisfactory completion of the probationary period, the employee shall be deemed to be a regular employee eligible for benefits with the seniority retroactive to the date of hire.

- H. Mileage and Meals** - An employee shall be paid the district approved rate per mile when using his car for school business. If an employee is required to be away from his building at lunch or dinner time, the employer shall reimburse the employee for such lunch or dinner. Written requests for reimbursement shall be authorized by the immediate supervisor and sent to the Fiscal Services Office. Personnel may elect to receive reimbursement and a tax letter stating the exact amount of reimbursement.
- I. Copies of this Agreement** - shall be provided at the Employer's expense for presentation to all employees now employed or hereafter employed by the Eastpointe Board of Education. The Association will be provided with additional copies for the Association's use.
- J. ReHire** – An employee who voluntarily terminates employment and is rehired shall be considered as a new employee.
- K. Special Conferences** - Special Conferences shall be arranged between the E.D.E.S.A. President or an authorized representative and the designated representatives of the Employer upon request of either party. Arrangements, including the number of representatives, for such special conferences shall be made in advance and a written agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference may be held between the hours of 9:00 a.m. and 4:00 p.m. The E.D.E.S.A. members shall not lose time or pay for the amount of time spent in such special conferences held during working hours.
- L. Physical Examinations** - Present employees **may** be required to take and pass a physical examination, by a physician selected and paid for by the Board of Education, if the pattern of attendance or behavior warrants it.
- M. Summer Work** - Less than fifty-two (52) week employees interested in working during the summer shall notify the Administrative Services Office in writing by June 1st of their interest and availability.
- Less than fifty-two (52) week employees, working during the summer, shall be paid at the Secretary Level 1 regular rate.
- N. Qualification Tests** – The Association will have the opportunity to meet and confer relative to the development of qualification tests used for promotion. Promotional tests that demonstrate a satisfactory level of knowledge and ability skills shall be valid for two (2) years. Upon request, the President or designee shall be allowed to review all results of candidates' testing. If the President is among the candidates, the designee will review all results.
- O. Long Term Absence** - Long term absence shall be defined as “when an employee makes application to the sick bank.”
- P. Student Medical Issues** - Members of the clerical union shall not be required to take temperatures, required to check children for head lice (unless there is a situation where no staff member stationed in the main office is capable of undertaking the check is available.)

In the case of administering medication, except for in emergency situations, the administration shall attempt to exhaust all other reasonable means of administering medications with staff other than clerical union members.

ARTICLE VIII Vacancies, Transfers, Layoff, and Recall

- A. Posting of Job Openings** - Whenever any vacancy or new position in the district arises, the Employer shall publicize the same by notifying each employee within five (5) working days. The posting will include classification qualifications required, a brief description of job (to be agreed upon between administration and EDESA President or designee), wage schedule, and contemplated work year. The Employer will attempt to fill posted positions within ten (10) days from the date of vacancy.

When qualifications are met, the senior applicant for a lateral or downgrade transfer, to fill a vacancy or a newly created position, shall have the assignment.

Vacancies shall be filled on the basis of qualifications of the applicant. Present employees will be given preference over outside applicants.

Where qualifications are equivalent, the most senior qualified employee shall receive the preference. Every qualified applicant will be entitled to an interview.

- B. Transfers** - An employee transferring to another position or classification within the bargaining unit, shall carry all earned seniority to the new position after a forty-five (45) calendar day trial. Should the employee not complete this trial period, he may return to his previous position without loss of seniority.

Lateral transfer will be limited to once every six (6) months per employee. New employees must complete six (6) months on the job before applying for transfer. This provision may be waived in an emergency situation to be discussed with the association. Each movement will be subject to a forty-five (45) calendar day trial period. An evaluation will be made after thirty (30) calendar days.

The vacated position will be filled consistent with the vacancy provision of the contract if a bargaining unit member applies. If no bargaining unit member applies for the vacancy, it will not be filled until such time as the forty-five (45) calendar day trial period has ended.

Administration will make a concerted effort to recruit, test and recommend to the Board an outside candidate for the vacated position during the forty-five (45) calendar day trial period.

- C. Layoff** - The word "layoff" means a reduction in the working force due to a decrease of work or lack of operating funds. In the event a layoff is necessary, the following procedure shall be followed:

1. Members of the bargaining unit to be laid off shall be provided at least thirty (30) calendar days notice of the layoff and the E.D.E.S.A. President shall receive a list from the Employer of the employee or employees being laid off, on the same date that the notices are issued to the employees.
2. Probationary personnel shall be laid off first.
3. In the event it becomes necessary to layoff personnel, the employee laid off from his classification may exercise his district seniority to displace the least senior employee in their classification; the duties of which he is capable of performing as determined by management. Employees displaced under this procedure may, likewise, displace

other employees in a lower classification on the same basis. However, an employee may have the option of taking a voluntary layoff in the event they are displaced to a job, which would increase or decrease their present work year.

4. If an employee were laid off, he would be entitled to his accrued vacation. Employees will be eligible for prorated longevity the first anniversary of their layoff.
 5. While layoff exists within the District, no person outside the bargaining unit shall perform any clerical duties normally assumed by members of the bargaining unit (coop students, aides, substitute secretaries, federally funded employees, etc.).
- D. Recall** - Laid off employees shall be recalled in order of seniority (most senior first). In the event an employee has selected voluntary layoff as provided in C 3, such employee shall be recalled only to a position with the same work year schedule as when laid off.
- E. The Employer** agrees to notify the Association President, in writing, of new hires and any change in job status of bargaining unit members.

ARTICLE IX Attendance, Reprimand, Suspension and Discharge Procedures

The following steps will generally be adhered to for all disciplinary actions, except in unusual circumstances which may warrant deviation from this series of steps.

- | | | |
|-------------|---|---|
| 1st Warning | - | Verbal |
| 2nd Warning | - | Written Reprimand |
| 3rd Warning | - | 1 day disciplinary layoff |
| 4th Warning | - | 3 days disciplinary layoff or dismissal |

- A. Attendance** - The Association respects the right of the Board of Education to expect the employees to be physically fit to be on the job without numerous and/or erratic attendance patterns.
- B. Reprimanded, Suspended, Discharged** - In the event an E.D.E.S.A. employee shall be reprimanded, suspended or discharged, and the employee believes they have been unjustly dealt with, such reprimand, suspension or discharge shall constitute a case arising under the method of adjusting grievances set forth herein. However, the E.D.E.S.A. President may request a special conference prior to commencement of grievance procedures. No discharge shall be without just cause.
- C. Suspension** - The Superintendent or his representative may temporarily suspend an employee from duty without pay until a meeting with the Board of Education. In the event that the suspension is found to be unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment.
- D. Personnel Records** - Past personnel records of a detrimental nature will be purged from the employee's file and will not be taken into account when considering promotion, discipline and/or discharge of an employee, **as follows: verbal and/or written warnings will be removed after 18 months, provided that there has been no written record of discipline issued to the employee within that 18 month period; discipline involving time off will be removed after four years, provided that there has been no written record of**

discipline issued to the employee within that four-year period, and with the further understanding that discipline adversely affecting students or an employee's lack of integrity/honesty is not subject to removal.

ARTICLE X Resignation

- A. Notice to Employer** - An employee desiring to resign should, whenever possible, file a letter of resignation with the Employer at least ten (10) days prior to the effective date of the resignation. An employee, who resigns, shall not forfeit his right to earned vacation time and accrued longevity earned.

ARTICLE XI Leaves of Absence

A. Sick Leave:

1. Fifty-two week employees earn thirteen (13) sick/personal days per year. Less than 52-week employees earn twelve (12) sick/personal days per year. Employee absences due to the following causes may be charged against sick leave allowance; Maternity, personal injury or illness.

Fifty-two week employees hired on or after July 1, 2011, a total of ten (10) days will be allocated following the completion of the employee's probationary period for use as sick, personal business or vacation days (Approved Purposes). 52 week employees shall receive an additional ten (10) days for vacation or personal business.

For all less than fifty-two week employees hired on or after July 1, 2011, a total of ten (10) days will be allocated following the completion of the employee's probationary period for use as sick, personal business or vacation days.

Staff shall receive three days for bereavement of family members, as currently defined in the contract.

2. New employees shall be entitled to sick leave benefits, at the end of their probationary period.
3. An employee shall be given credit for sick days at the beginning of each year (July 1). If the employee does not finish his year of employment, the used, unearned sick leave shall be deducted from the final paycheck.
4. Sick Leave Bonus will be paid the first pay period after June 30, for sick leave days accumulated, according to the following schedule: Sick Leave bonus is based on 8 hour day staff- 4 hour staff shall receive one half the bonus.

8 Hour Employees:

Amount of Bonus Days by June 30

\$ 75.00	36 - 71
\$150.00	72 - 107
\$225.00	108 - 149
\$300.00	150 or more

4 Hour Employees:

Amount of Bonus Days by June 30

\$ 37.50	36 - 71
\$ 75.00	72 - 107
\$112.50	108 – 149
\$150.00	150 or more

5. An employee shall continue to accumulate seniority while on paid sick leave.
6. Sick leave may be used to apply to illness in the immediate family, not to exceed ten (10) days per year. Immediate family shall be defined as mother, father, spouse, son, daughter or other persons in a similar relationship to the family household.
7. Employees shall be given an accounting of accumulated sick leave each pay period.
8. Unused sick leave days shall be maintained in each employee's bank and when used, payment shall be equal to the current daily rate of salary.
9. An employee while on sick leave shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except when it is specifically stated otherwise.
10. The Employer reserves the right to require reasonable proof of illness including a doctor's certificate where a pattern of sick leave use indicates abuse.
11. Substitute secretaries can be requested on the first day of an absence. All secretaries are required to enter the absence into the district absence management system whether or not a substitute secretary is needed.

B. Sick Bank:

1. All members of the E.D.E.S.A. who have completed one (1) year of employment with the School District shall be entitled to participate in the sick bank.
2. Each participating member shall contribute one (1) day of his sick leave to the bank when the existing bank has been reduced below four hundred (400) days. The Board of Education shall contribute an equal number of days to the E.D.E.S.A. sick bank. Unused accumulated sick leave of any E.D.E.S.A. members leaving the system shall be donated to the bank.
3. The sick bank will not be used for any purpose except an illness or injury that requires a doctor's service.
4. Withdrawal from the sick bank shall be twenty (20) days for any one illness or injury. Once each year, on July 1, the committee will reevaluate the whole program to see if an increase in benefits can be made.
 - a. Extension may be granted upon written request to the sick bank committee along with certification by a physician.
 - b. A maximum of eighty (80) days shall be granted for any one illness or accident.
5. A member may use the sick bank only once in a twelve (12) month period for the same illness or injury, except in case of recurrence or complications of the same illness or injury. He then may use the remaining days of the original request.
 - a. A member will be eligible for the use of the sick bank on the eleventh (11th) working day that he is off work due to illness.

6. In the event of a scheduled absence, application for withdrawal from the sick bank shall be submitted to the chairperson of the Sick Bank Committee selected by the E.D.E.S.A. President prior to the first date of absence except in case of a medical emergency. The president shall bring all sick bank applications to the Executive Board for approval or disapproval.

The Board of Education reserves the right to require a second medical examination to substantiate the validity of said request for extension.

7. If an employee has exhausted his accumulated sick leave allowance, the Board of Education shall consider the merits of the employee's situation and may, on the basis of the employee's employment and service record, advance sick leave allowance. Otherwise, absence in excess of the employee's accumulated sick allowance or, for reasons other than those hereinbefore specified, shall result in loss of pay.

C. Medical Leave:

1. An employee may be granted up to one (1) year leave of absence without pay and benefits, due to personal or immediate family illness, or for other justifiable reasons. Such leave of absence shall not accumulate seniority.
2. Written application for such leave shall be made by the employee to the Board through its representatives.
3. Leave of absence as described shall be without pay from Employer.
4. An employee returning from leave of absence due to personal illness, with a physician's statement, shall be placed in the same position held when leave began. The Board reserves the right to have an employee examined by its own physician before his return to work. This shall be at the expense of the Board of Education.
5. If the leave granted is not sufficient for recovery, the employee may request a further leave of absence.
6. Maximum leave shall not exceed two (2) years.
7. An employee's leave of absence cannot be rescinded unless such employee has not adhered to the terms or conditions under which the leave was granted; i.e., an employee on leave of absence who accepts employment elsewhere.

- D. Personal Business** - A member of the bargaining unit may use their annual sick leave allowance for any reason, except outside employment. No more than three (3) consecutive days will be granted without prior approval.

Personal leave days will not be used the day preceding or following a legal school holiday without written prior approval. Legal school holidays shall be as defined in the annual school calendar.

- E. Bereavement** - A member of the bargaining unit shall be allowed three (3) days as funeral leave days not to be deducted from sick leave, for a death in the family. Family shall be defined as: mother, father, sister, brother, spouse, daughter, son, grandparent, grandchild, all inlaws in the family, or any person in loco parentis. The Employer shall consider the place of death and relationship of the deceased to the employee and may extend one or two additional funeral leave days upon written request.

Upon request of an employee, the Employer may grant leave allowance even though the person who is deceased is not within the employee's immediate family.

- F. Jury Duty** - Employees called for jury duty, or subpoenaed, shall be paid by the Employer, a sum to make up the difference between what he is paid by the court and his regular wage for the time he is required, by law, to serve, and suffer no loss of leave allowance.
- G. Military** - An employee absent from work because of service in the Military Forces, shall be considered on leave without pay, but shall be entitled to all salary increments, except sick leave allowance, as if they were not absent from work, providing they return to work within sixty (60) days after release from such Military Service. An employee shall be reinstated to the same or substantially equivalent position at the termination of Military Leave and, if no job is available, the employee with the lowest seniority shall be laid off.
- H. Educational Study** - Leaves of absence without pay may be granted upon application for the purpose of further educational study. Such leave, if granted, shall apply only to job related educational study. Any regular salary increments occurring during such period shall be granted such employee upon his return

ARTICLE XII Retirement

- A.** In recognition of services to the Eastpointe School District, a severance payment shall be paid to the employee for each year of service in the District, provided the employee shall have been employed in the Eastpointe School District for at least five (5) years, or more, and be eligible for the Michigan School Employees Retirement Fund.
 - 1. To be eligible for severance, an employee must have worked for the District a minimum of five (5) years. In the event of death while the employee is employed, severance pay shall be paid to the employee’s estate or beneficiary according to the terms, conditions, and directions the employee may have designated with regard to his retirement benefits.
- B.** Severance payment shall be as follows:
\$325 per year of service
- C.** This article shall not apply to employees hired on or after July 1, 2011.

ARTICLE XIII Longevity

- A.** Employees shall receive longevity allowance on the first payroll period after the employee’s anniversary date of hire. Longevity pay for years of service will be made according to the following schedule:

It is to be understood that the provisions applicable to employees after March 1, 1991, remain unchanged.
- B.** This article shall not apply to employees hired on or after July 1, 2011.

ARTICLE XIV Insurance

- A. Hospitalization Major Medical:**
The Employer shall pay the premiums for hospitalization coverage for the member of E.D.E.S.A. who is head of household and his family, or those members not covered by a comparable hospitalization plan through their spouse. The Board shall not be required to provide hospitalization for an employee during extended periods, except when the extended leave is due to the illness of the employee. Employees shall contribute 20% of the annually-established “illustrative rate” of the cost of health and vision benefits, as determined by the District’s insurance consultant, McGraw Wentworth. In the event legislation is passed requiring a contribution to dental insurance benefits, then there

shall be a contribution made to the cost of dental benefits at the level required by such legislation. Further, in the event that a contribution to dental or any other benefit is required to qualify for “best practices” under the school appropriations budget, then there shall be contributions made at such level in order to comply with and receive the best practices funding. This agreement shall be automatically revised to accommodate the benefit contribution level required by legislation or to qualify for “best practices”.

Hospitalization insurance will be available for those who meet the above criteria and who are regularly scheduled to work forty (40) hours per week.

The Board shall provide members of E.D.E.S.A. with an optional group health plan as mandated by the Federal Health Maintenance Act of 1976. Premiums for said plan shall not exceed those prescribed above.

The selection of the carrier shall be by the Board of Education with prior consultation with the Association. The Board will offer an optional flexible benefit plan.

The Board agrees to provide the following medical insurance—**See Schedule D for coverage details.**

Option 1 No Coverage - OPT OUT
Proof of insurance elsewhere required

B. Insurance and Hospitalization:

1. Optical Insurance The Board of Education shall provide each member of E.D.E.S.A. with optical insurance equivalent to Plan V of the Coop Optical Service/Davis Vision.
2. The Employer shall provide thirty-five thousand (\$35,000) of Term Insurance double indemnity for each member of the E.D.E.S.A.
3. The Employer shall provide five thousand (\$5,000) paid up life insurance upon retirement, provided the employee shall have been employed in the Eastpointe School District for at least ten (10) years, or more, and be eligible and have made application to the Michigan School Employees Retirement Fund. This benefit applies to employees who retire after October 1, 1993.

C. Dental Insurance:

The Employer shall provide a dental insurance program. Dental insurance benefits will be the same as in previous years. Dental Benefit Year is January 1st through December 31st. **See Schedule D for details.**

D. Income Protection - In the event any member of the Association is prevented from working any or all their allotted hours due to any personally unrelated event (such as violence, fire, or disaster situation, etc.) they will be paid their regular rate of pay and assigned to another work location.

E. Worker’s Compensation On the Job Injury - An employee who suffers injuries compensable under the Michigan Workers’ Compensation Act shall be paid the difference between his regular wages and payment received under provisions of the Act. An employee injured on the job will be eligible for thirty (30) days prorated from the sick bank to supplement his workers’ compensation. After thirty (30) days he shall use his own sick leave, prorated, to supplement the workers’ compensation. After these have been exhausted he shall receive only the regular allotment as governed by the Workers’ Compensation Act.

ARTICLE XV Vacations

- A. E.D.E.S.A. members shall be eligible to receive accrued vacation benefits. These days will start accruing from the date of employment. They must be used in full day increments. Members shall earn credits toward vacation with pay in accordance with the following schedule:

Vacation Schedule - 52 Week Employees:

Five-sixth (5/6th) of a day per month employed. Annual credits earned in excess of one-half (½) day shall be considered a full day and credit less than one-half (½) day shall be ignored.

First year through fifth year	10 days
sixth year	11 days
seventh year	12 days
eighth year	13 days
ninth year	14 days
tenth year	15 days
eleventh year	16 days
twelfth year	17 days
thirteenth year	18 days
fourteenth year	19 days
fifteenth year	20 days
sixteenth year	21 days
seventeenth year	22 days
eighteenth year	23 days
nineteenth year	24 days
twentieth year	25 days

Credits shall be reduced one (1) day per month for a month in which a member receives pay for less than the majority of the scheduled working days in that month.

All E.D.E.S.A. employees working less than fifty-two (52) weeks hired after July 1, 1973 shall take as vacation days those days identified on the E.D.E.S.A. Calendar as vacation/break.

- B. Unused vacation** - Fifty-two (52) week employees may carry over unused vacation not to exceed five (5) days to the next year, but they must be taken within the immediate next earned vacation period of one (1) year. Unused earned vacation days in excess of five (5) days shall be paid to the employee at the end of the vacation period in which they were earned.
- C. Employees other than fifty-two (52) week employees** shall take as vacation days, any full day indicated on the school calendar as days identified as vacation/break.
1. Unused vacation days in excess of these shall be paid to the employee at the end of the vacation period during which they were earned.
 2. No days shall be carried over to the next year.

3. Less than fifty-two (52) week employees who have accrued fifteen (15) or more years seniority shall be given one (1) additional day to be used as vacation.
- D. Pay in Lieu of** - If an employee becomes totally disabled under the care of a duly licensed physician, and becomes hospitalized during his vacation, the vacation shall be rescheduled. In the event such disability continues through the year, he shall be awarded payment in lieu of vacation. In the event of death of the employee, earned vacation pay shall be payable to his estate.
- E. Seniority** shall govern regarding vacation time preferences providing that required operations of the school district shall not be detrimentally affected.
1. Requests shall be made in duplicate, approved by the immediate supervisor and sent to the Assistant Superintendent of Human Resources, Administrative Services Office.
 2. Vacation pay may be paid to each employee in advance of the employee's vacation if he makes three (3) weeks advance request in writing to the Administrative Services Office.
- F. Retirement or Resignation** - Upon resignation or retirement, an employee shall receive any unused vacation allowance at the rate of pay received by him at the time the allowance is earned, subject to provisions of Article X and XII.

ARTICLE XVI Negotiation Procedures and Ratification

- A.** During negotiations, neither party shall have any control over the selection of a negotiating or bargaining representative of the other party, and each party may select its representative from within or outside the School District. The parties may mutually agree to limit the number of bargaining representatives. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of E.D.E.S.A. in good standing, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification. If the parties fail to reach and agree, or fail to reach an agreement in any negotiations, either party may invoke the mediation machinery of the Michigan Employee Relations Commission, or take any other lawful measures it may deem appropriate except as limited by terms of this Agreement.
- B.** Either party shall give written notice to the other party at least sixty (60) days prior to the expiration of this Agreement that they desire to open negotiations. The parties shall agree on a date to begin negotiations on a new Agreement.
- C.** Negotiations shall be completed by the termination date of the existing Agreement unless a written extension is agreed upon by both parties.
- D.** Upon completion of negotiations and the ratification of the contract by the E.D.E.S.A. membership and the Board of Education, all pay increases shall be retroactive to October 1. All retroactive pay shall be paid in a lump sum payment.

ARTICLE XVII Grievances

- A.** The primary purpose of this procedure shall be to secure at the lowest level possible, equitable solutions to the problems of the parties. Nothing contained herein shall be construed as limiting the right of any E.D.E S.A. member to discuss an alleged grievance with any appropriate member of the Administration.

Reasonable time may be allocated to the President and/or Chief Steward to conduct or properly process Association grievances or potential grievances during working hours.

- B.** A “grievance” is defined to be any difference that may arise between the parties hereto as to:
1. Any matter relative to pay, hours of employment and other conditions of employment.
 2. Any matter involving the interpretation or violation of any of the provisions of this Agreement.
 3. Any unilateral change or addition in policy or practice by the Board, which may affect wages, hours or other conditions of employment.
- C.** If a question arises as to whether or not a particular complaint is a “grievance” as defined in this Article, the question may be considered through the grievance procedure as herein provided.
- D.** The Board of Education retains and reserves all powers, rights, authority, duties and responsibilities vested in it by the laws and Constitution of the State of Michigan and the Federal Government, limited only by specific and express terms of this Agreement. The Board retains all rights not in conflict with this Agreement.

ARTICLE XVIII Grievance Procedure

The number of days indicated at each step should be considered as maximum and every effort should be made to expedite the process. Time limits may be extended by mutual consent.

A. Procedure:

1. **Step One:** If the employee and/or the Association has a complaint, it shall be discussed with the immediate supervisor, individually and collectively, within fourteen (14) days following knowledge by the employee or the Association of the alleged occurrence of the complaint. If the employee and/or the Association is not satisfied with the discussion, the complaint shall be reduced to writing, at which point it becomes a grievance. The grievance shall be filed with the immediate supervisor within seven (7) days of the oral discussion. A written answer to the grievance by the supervisor shall be rendered to the Association within seven (7) days.
2. **Step Two:** In the event the Association is not satisfied with the disposition of the grievance at Step 1, it may within fourteen (14) days, appeal, in writing, to the Superintendent. The grievance shall state the questions at issue, a statement of facts, the article(s) of the Agreement that allegedly is or are being violated and the relief sought. The Superintendent or designee, within seven (7) days from receipt of the appeal, will meet and confer with the Association President or designee on the grievance. The Superintendent, or designee, shall render a disposition in writing within seven (7) days after the conference.
3. **Step Three:** If the Association is not satisfied with the disposition issued in Step 2, the President of the Association or designee may, within seven (7) days after receipt of the disposition, request in writing a meeting

with the Board of Education. The Board of Education shall hear the grievance within thirty (30) calendar days after receipt of the written appeal. The Board shall answer, in writing, to the President of the Association, its disposition within seven (7) days following the hearing.

4. Step Four: The Association may, within twenty one (21) calendar days after receipt of the written reply by the Board, request arbitration by written notice to the Board. The selection of the Arbitrator and the Arbitration procedure shall be conducted in accordance with the rules and regulations of the American Arbitration Association.

a. The decision of the Arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony and argument. Fees and expenses for the arbitrator only shall be borne equally by the Board and the E.D.E.S.A. However, each party shall be responsible for expenses of its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made; providing it pays for the record and makes copies available, at cost, to the other party. The E.D.E.S.A. President will be furnished a copy of all completed grievances.

b. In the event the provisions relative to arbitration shall at any time be held to be contrary to law by a competent court of jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, then, within ten (10) days after receipt of the written reply of the Board of Education, the E.D.E.S.A. may petition the Michigan Employment Relations Commission to forthwith mediate the grievance pursuant to the power and authority conferred upon said Commission by the provisions of the Michigan Public Act 336, 1947, as amended.

B. The Association and the Board may mutually agree that a particular grievance has applicability beyond the immediate situation and upon such agreement it may be presented at the appropriate step in the grievance procedure.

C. Failure of the Employer at any step of the grievance procedure to render a disposition on a grievance within the specified time limits shall move the grievance to the next step of the grievance procedure. Failure of the grievant to process his claim within the time limit(s) specified shall be deemed to be satisfaction on the part of the grievant, with the disposition of the grievance by the Employer at any previous step.

D. The following matters shall not be the basis of any grievance:

1. Termination of services or failure to reemploy by the Board of Education of any probationary employee.
2. Any complaint for which there is another remedial procedure or a form established by law or by regulation having the force of law.
3. Promotions and hiring, providing the procedures established by the provisions of this contract for promoting and hiring are followed.

E. The grievant and the Board or its designated representative(s) shall have the following rights:

1. To be present at the hearing;
2. To hear testimony given;
3. To give testimony in his own behalf;
4. To call others to give testimony in his behalf;
5. To question, either personally or through counsel or his representative, any person giving testimony;
6. Either the grievant or the Board of Education has the right to request a hearing be closed to the public.

F. No decision or adjustment of a grievance shall be contrary to the provisions of this Agreement.

G. The VicePresident of the E.D.E.S.A. may act in the event of the disability, absence, incapacity, or death of the President. A designated representative of the Employer may act in the event of the disability, absence, or incapacity of the Superintendent.

1. Neither party shall submit evidence at the arbitration or mediation steps of this procedure which was not previously disclosed to the other party at any or all of the preceding steps of the grievance procedure.

ARTICLE XIX Miscellaneous Provisions

A. The E.D.E.S.A. shall be duly advised by the Board of fiscal, budgetary, tax or legislative problems and programs affecting the District which are proposed or under consideration, and the E.D.E.S.A. shall, whenever feasible, have the opportunity in advance to consult with the Board in any decision in such matters. The Association recognizes its responsibility to give every possible assistance to the Board in regard to fiscal, tax, legislative and other such problems, which affect the support of the school system.

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. No job descriptions shall be changed or salary adjustments made on present classifications and no job shall be reclassified individually other than through the re-evaluation procedure as outlined in this contract.

D. Testing shall be done for reclassification and promotions only for qualifications that differ.

E. When, and if, additional paid Holidays are authorized by the Board to apply throughout the Public School System to all regular employees, during the life of this Agreement, such holidays shall become a part of this Agreement.

F. Eastpointe Community Schools agrees to pay for the fingerprinting required by the State of Michigan for all E.D.E.S.A. members.

G. A union security agreement will be adopted as proposed by the Union with an expiration date of July1, 2018. The parties expressly understand that the Employer's position is and has been that it is not waiving any right it enjoys under Section 15 of PERA, including the right to subcontract one or more non-instructional support services.

ARTICLE XX Evaluation

See E.D.E.S.A. Clerical Employees Evaluation Plan available in the Administrative Services Office.

ARTICLE XXI Duration of Agreement

~~This Agreement shall become effective on the 1st day of February 2021 and shall continue in effect until 11:59 PM the 31st day of January, 2022.~~

This agreement shall become effective on the 1st day of February 2022 and shall continue in effect until 11:59PM the 31st day of January 2025

At least sixty (60) days prior to the expiration of this Agreement, the parties shall begin negotiations on a new Agreement. If an Agreement is not reached by the expiration day, the terms and conditions of employment then in effect shall continue unchanged unless and until the parties reach a new agreement or such terms and conditions of employment are otherwise changed in accordance with applicable law.

This contract may be reopened for a specific item or article upon mutual consent of E.D.E.S.A. and the Eastpointe Board of Education.

SCHEDULE A

SCHEDULE A						
Level				Employees Hired Prior to July 1, 2011	Employees Hired on or after July 1, 2011	Employees Hired on or after July 1, 2011
				2020-21	2020-21	2021/2022
4	ADMINISTRATIVE ASSISTANT FOR:			\$18.25	\$15.02	\$15.25
	Elementary Split Position					
	High School Attendance					
	Summer Work					
2	ADMINISTRATIVE ASSISTANT FOR:			\$19.14	\$16.03	\$16.26
	Middle School Office					
	H.S. Assistant Principal/Dean of Students					
	H.S. Counseling					
	H.S. Athletics					
	Alternative Education/Virtual Academy					
	Elementary Principal					
	Middle School Principal					
				\$20.05	\$17.03	\$17.26
3	ADMINISTRATIVE ASSISTANT FOR:					
	Food Services					
	High School Principal					

SCHEDULE A

EDESA will receive a 5% end of the year bonus FY 2022 off schedule funds
 EDESA will receive a 5% end of the year bonus FY 2023 off schedule funds
 EDESA will receive a 5% end of the year bonus FY 2024 off schedule funds

Level	Position Type	Step 1	Step 2	Step 3	Step 4
1	ADMIN ASST FOR: Elementary Split Position High School Attendance Middle School Office *Summer Work	\$16.31	\$17.38	\$18.45	\$19.52
2	ADMIN ASST. FOR: Middle School Principal HS Asst. Principal/Dean of Students HS Counseling HS Athletics Alternative ED/Virtual Academy Elementary Principal	\$17.40	\$18.42	\$19.44	\$20.48
	ADMIN ASST. FOR: Food Service High School Principal	\$18.46	\$19.45	\$20.44	\$21.45

SHIFT PREMIUM - additional 20 cents per hour for afternoon shift. Any shift starting at 12: 01 p.m. or later on a normally scheduled shift or work day will qualify for the premium differential

SUMMER LOCK - See Page #9

Job Descriptions for the above-listed positions are available upon request from Human Resources in coordination with EDESA Leadership. Job Descriptions will be reviewed/updated by the EDESA Leadership team in coordination with Human Resources by the end of each school year or when job postings become necessary.

“Beginning with the 2022-2023 school year, employees eligible for step movement on the salary schedule will not in fact move if the District projects that its fund balance is less than eleven percent (11%) for the previous school year, retroactive to the beginning of that school year. “Fund Balance” is undesignated and/or unassigned general fund balance, and it would not include general funds revenues generated by sale of capitals and/or financial gifts given to the District. It is further understood and agreed that any cost associated with new programs or new initiatives should not increase the total year-over-year total budgetary expenditures by more than three percent (3%) unless such general fund expenditures are made to support or implement programs and initiatives required by federal and/or state mandates.”

RE-EVALUATION

Should a member of EDESA feel that his position responsibilities have increased and/or requires additional skills he should:

1. Discuss the situation with his immediate supervisor to determine if the situation is permanent or temporary.
2. If permanent, inform the EDESA President that he is going to request a (Plante Moran questionnaire) re-evaluation.
3. Individuals requesting reevaluation should submit a letter to the Employee Services Office requesting a copy of the Re-evaluation Application, with a copy of the request sent to the President of the Eastpointe Educational Secretaries Association.
4. Within twenty (20) days after the form is submitted, the applicant shall be granted an interview and the petition shall be reviewed by the current Board/EDESA Negotiating Team. Five (5) days after the review, an answer shall be given to the EDESA employee.
5. Should the EDESA member's petition fail, he will be granted a conference for full explanation.
6. Requests for re-evaluation shall be limited to one (1) request per two (2) year period, per individual, per classification.

**SCHEDULE B EDESA Calendar
2020-21 School Year**

September	4	Friday	Labor Day – Holiday
September	7	Monday	Labor Day – Holiday
November	3	Tuesday	In-Service
_____	25	Wednesday	Thanksgiving – Comp Time (Parent Teacher Conferences, etc.)
	26	Thursday	Thanksgiving - Holiday
	27	Friday	Thanksgiving - Holiday
December	21	Monday	Christmas - Holiday
	22	Tuesday	Christmas - Holiday
	23	Wednesday	Christmas – Holiday
	24	Thursday	Christmas - Holiday
	25	Friday	Christmas – Holiday
	28	Monday	Christmas – Holiday
	29	Tuesday	Christmas - Holiday
	30	Wednesday	New Year – Holiday
	31	Thursday	New Year – Holiday
January	1	Friday	New Year - Holiday
_____	18	Monday	Martin Luther King - Holiday
—February	12	Friday	Winter Break – Holiday
	15	Monday	Winter Break – Holiday
—April	2	Friday	Good Friday
	5	Monday	Spring Break - Vacation
	6	Tuesday	Spring Break - Vacation
	7	Wednesday	Spring Break – Vacation
	8	Thursday	Spring Break – Vacation
	9	Friday	Spring Break - Vacation
—May	31	Monday	Memorial Day - Holiday
—July	5	Monday	Independence Day - Holiday

Vacation: Less than 52-week employees

Holiday/Break: All Employees

*Calendar to be determined each year by September 1

EDESA SCHEDULE C Employee Discipline Notice

Employee Name: _____ Date of Notice: ____ / ____ / ____

School: _____ Position: _____ Date of Hire: ____ / ____ / ____

TYPE OF VIOLATION

____ Attendance ____ Willful Damage to District Property ____ Inappropriate Behavior
____ Insubordination ____ Violation of District Policies/Procedures ____ Unsatisfactory Performance

Other: _____

DESCRIPTION OF VIOLATION

Date of Incident: ____ / ____ / ____ Time: _____

Description of violation and corrective action plan

EMPLOYEE STATEMENT

____ I agree with employer’s statement

____ I disagree with employer’s description of violation for these reasons:

ACTIONS TO BE TAKEN:

____ Verbal Warning ____ Written Warning ____ 1 Day Suspension ____ 3 Day Suspension

____ Discharge ____ Other:

I have read and understand this Employee Discipline Notice:

Employee Signature

Supervisor Signature

Union Representative Signature

SCHEDULE D Employee Benefits

EDESA Benefits Guide 2021

https://www.eastpointeschools.org/downloads/hr_docs/ecps_edesa_benefit_guide_20210101.pdf

Human Resources/Benefits Webpage

<https://www.eastpointeschools.org/departments/human-resources/open-enrollment/>

SIGNATURE PAGE

EASTPOINTE COMMUNITY SCHOOLS, MACOMB COUNTY, MICHIGAN, BY:

Jon Gruenberg, President _____

Julie DeVita, Secretary _____

Randy Wilson, Vice President

Dr. Chineva Early, Treasurer

Keith Ward, Trustee

Robert Roscoe, Trustee

Edward Williams, Trustee

THE EAST DETROIT EDUCATIONAL SECRETARIES ASSOCIATION NEGOTIATIONS TEAM BY:

Mary Jane Sonck, President _____

Wendy Evans, Chief Steward _____

Patty Giorlando, Vice President _____

BOARD NEGOTIATIONS TEAM BY:

Christina Gibson, Assistant Superintendent _____

John Gierak, Attorney, Clark Hill _____