

<u>Article 8 Section 1</u> – Payroll Deduction: Procedures (New and replaces language found Article 2.5)	June 30, 2025 Proposal <ul style="list-style-type: none"> This article adds back into contract Dues Deduction. This language becomes a new expanded Article and replaces and Article 2 Section 5 to a new section.
<u>Article 14 Section 3</u> – Summer Hours Worked. (New Section added)	June 30, 2025 Proposal <ul style="list-style-type: none"> Administrative Assistant that works for Summer School will be paid \$30 or current hourly rate, whichever is greater.
<u>Article 14 Section 6</u> – Timekeeping Responsibilities (New Section added)	July 22, 2025 Proposal <ul style="list-style-type: none"> This article states that employee will be expected to use time recording platform determined by the district.
<u>Article 15 Section 1</u> – Earned Sick Time (New Language Added)	June 16, 2025 <ul style="list-style-type: none"> This section complies with ESTA (Earned Sick Time Act) and Board Policy.
<u>Article 15 Section 4</u> - Personal Business Day Lottery (New Section Added)	June 16, 2025 <ul style="list-style-type: none"> This will provide an opportunity for employee to use a personal day that extends a holiday or vacation. This is consistent with ELEA personal business day lottery.
<u>Article 15 Section 5</u> – Jury Service and Subpoena	June 16, 2025 <ul style="list-style-type: none"> This replaces the current language 15.3.4 and becomes new 15.3.5. Employees that have to appear for jury service will not need to return back to work for that day.
<u>Article 15.6</u> - Retirement	This is current language that should remain. It wasn't proposed or discussed. As I worked through this section. I noticed it did not belong in the sick leave language. It is 15.1.3 (old language) and I moved it to its own subsection.
<u>Article 17 Section 1</u> - 12-month Employees Vacation	June 16, 2025 <ul style="list-style-type: none"> This language no longer applies to existing staff.
<u>Article 17 Section 3.3</u> - Procedures	June 30, 2025 <ul style="list-style-type: none"> Replaces the current language 17.3.3 by adding clarifying language.
<u>Article 17 Section 3.4</u> – Procedures	June 30, 2025 <ul style="list-style-type: none"> Strike through entire section. This no longer applies to any of the current Administrative Assistants.
<u>Article 18</u> – Employee Earned Benefits (Replace Insurance Protection with new language and Article Title.	June 25, 2025 <ul style="list-style-type: none"> Replaces old Insurance Protection Section. Modify the reference to new hires receiving insurance coverage for family until 2027; Included health plan offerings in 18.3.

Appendix A – Salary Schedule	June 30, 2025 <ul style="list-style-type: none">• Step & 4% (25-26)• Step & 3% (26-27)
Appendix B – Work Year	June 30, 2025 <ul style="list-style-type: none">• Change term Bargaining unit member to employee.• Add working days for 10-month, 11-month, and 12-month employees.

Article 8
PAYROLL DEDUCTIONS

Section 1. Procedures

A. The District will process an employee's voluntary written authorization for payroll deductions pursuant to this Article for:

1. Union dues/fees,
2. 403(b)/457(b) employee contributions, and
3. Authorized pre-tax cafeteria account contributions.

The employee's written request shall include the employee's signature. The District assumes only the responsibility for remitting the amount specified in the employee's written request. The District will not process deductions for Political Action Committee donations associated with Union dues/fees structure.

B. The District will disburse the deductions under procedures established by the District. Deductions will be made in substantially equal amounts from the employee's paycheck(s) beginning the first pay that is feasible after receipt of the employee's voluntary written authorization for the deduction, which will continue in effect until revoked in writing by the employee.

C. The Union will indemnify, defend, and hold harmless the District, as well as individual Board members, employees, and agents against any claim arising from or related to the District's deduction of Union dues/fees. The Union's obligation includes payment of the District's attorney fees and costs to defend against the claim.

D. The Board will deduct twice each month and remit tax-deferred 403(b)/457(b) employee contributions to a single Board approved 403(b)/457(b) vendor or third-party administrator within one (1) week after the deduction, subject to the following conditions:

1. The Board-approved 403(b)/457(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Board.
2. The third-party administrator shall be determined by the Michigan Retirement Investment Consortium, which currently is TSA Consulting Group.
3. A 403(b)/457(b) vendor's failure to promptly credit an employee contribution transmitted according to this Article, shall be pursued by the employee directly with the 403(b)/457(b) vendor and/or the third-party administrator.
4. The Board shall be held harmless from any violation of the Tax Code relating to tax-deferred annuity limitations.

Article 14
HOURS AND WORK WEEK

Section 3. Summer Hours Worked (NEW SECTION)

Employees assigned to work as an Administrative Assistant during the Summer School Program shall be compensated at the rate of \$30 per hour or their current hourly rate, whichever is greater. This hourly rate applies exclusively to hours worked in connection with Summer School duties and is separate from the employee's regular contractual salary or hourly wage during the standard academic year.

Section 6. Timekeeping Responsibilities (NEW SECTION)

All employees shall be responsible for accurately recording their work time using the timekeeping system designated by the District. Employees are expected to use the system in accordance with District procedures and guidelines to ensure the accuracy of payroll and attendance records.

Article 15
PAID LEAVE

SECTION 1. EARNED SICK TIME

1. Ten (10) month Employee will receive 10 days (80 hours) of earned sick time per school year, if work a full school year.
2. Eleven (11) month Employee will receive 11 days (88 hours) of earned sick time per school year, if work a full school year.
3. Twelve (12) month Employee will receive 12 days (96 hours) of earned sick time per school year, if work a full school year.
4. Employee may access and use Earned Sick Time before it is earned through actual hours worked. There is a maximum accumulation of one hundred fifty (150) days.
5. If the employee is hired after the contract year begins or is a part-time employee, a prorated amount will be made available to the Employee.
6. Sick leave time accrued and unused as of June 30, 2025, will be converted to Earned Sick Time hours and credited to the employees' Earned Sick Time leave bank.
7. An employee that ends employment, prior to the end of the school year, will have to repay district for days used that are not proportionate to the time worked. The Employer may deduct the amount equivalent to any used but unearned Earned Sick Time from the Employee's final paycheck, to the extent permitted by law.
8. Earned Sick Time can be used in increments of at least 1 hour. If a substitute is required for the position, the employee must use time off in ½ day (4 hours) increments. During the benefit year, the employee may use all available EST in their leave bank.
9. Employee is limited to a maximum accumulation of one hundred and fifty (150) days.
10. Employee may use earned sick time for any ESTA purpose, and earned sick time is subject to terms and conditions specified in ESTA and the District's ESTA policy, as that policy may be adopted and amended from time to time. Employee may use earned sick time for the following reasons:
 - a. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
 - b. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
 - c. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual

assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

- d. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- e. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

- 11. An employee who is unable to perform their duties due to illness or disability shall notify their supervisor before the start of the workday or as soon as practicable. If an illness or disability extends beyond the first absence day, the employee and the employee's supervisor may decide the notice frequency for the continued illness or disability.
- 12. If employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin.
- 13. For leave of more than five (5) consecutive days, upon District request, the eligible employee must provide the District, within 15 days after the request, reasonable documentation that earned sick time was used for an ESTA purpose.
- 14. An employee who has exhausted sick leave credit and still not able to return to work may be paid for any unused vacation days.
- 15. An employee who has attained the maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to the limit in section 1(1) of this Article. This payment will be made in July annually, based on sick leave accumulation and use as of the immediately preceding June 30.

Article 15
PAID LEAVE

Section 4. Personal Business Day Lottery (NEW SECTION)

PERSONAL BUSINESS DAY LOTTERY – Only applies to 10-month and 11-month unit employees.

Personal business days may not be used to extend holiday breaks or vacation periods, except under the following conditions:

1. Use in Conjunction with Breaks:

Excluding the first and last day of school, employees may use one personal business day per fiscal year adjacent to a scheduled break, following the established approval process. The number of approved personal business days for this purpose will be limited per eligible scheduled break day to:

- One (1) member at the high school
- One (1) member at the middle school
- One (1) member at the elementary level

2. Application Timeline:

The first application window for using a personal business day to extend a break closes on **September 30** of the school year. Applications cannot be submitted before the start of school and will only be considered for that current school year.

3. Lottery Process:

If the number of applications exceeds the available slots, a lottery will be conducted by the Superintendent or their designee, with a representative from the Association present.

4. Second Application Opportunity:

If openings remain after the first round, a second and final application window will close on **January 15**. If necessary, a second lottery will be held to allocate any remaining slots.

Article 15

PAID LEAVESection 5. Jury Service and Subpoena

1. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if criteria below is met:
 - a. When an employee is summoned for jury service, compensation for jury service in combination with the Board pay shall not exceed the employee's regular rate of pay.
 - b. On days in which the employee is required to report for jury service, the employee is not required to report to work.
 - c. Substantiation of payment and attendance will be required in accordance with district's processing procedures.
 - d. Court appearance as a witness in a case related to employment or the school, or whenever employee is subpoenaed to attend proceedings where they are required to provide information on behalf of the District.
2. Absence will be charged against employee's sick bank, if case is initiated by the employee or the Association against the Board or District (unless the employee is subpoenaed by the Board).

Article 15
PAID LEAVE

Section 6. Retirement (Moved to its own sub-section)

An employee who permanently separates from employment with the District for retirement purposes, in accordance with the Michigan Public School Employees Retirement Act, shall receive a lump-sum payment for the employee's unused sick leave days at the rate of \$65 per day. The maximum amount payable shall not exceed \$8,500. This payment will be made in the fiscal year immediately after the employee's effective retirement date. The retiring employee may elect to receive this payment in either July or January. An employee receiving pay for unused sick leave under section 1(5) of this Article is not eligible for this benefit.

Unused sick leave payout does not apply to an employee who is discharged, and the discharge is not reversed through the grievance procedure.

Article 17
VACATIONS

Section 1. 12-Month Employees. All employees working on a 12-month basis shall receive an annual vacation with full pay based on the following schedule:

Years of Service	Vacation Days Earned Per Month
1-5 years	10 days per year (80 hours)
6-10 years	15 days per year (120 hours)
11-24 years	20 days per year (160 hours)
25 years or more	25 days per year (200 hours)

~~12-month secretaries (hired on or before July 1, 1994) who are reassigned or reduced to 11-month positions will receive pro-rated vacation allotment (88%) of that accrued by a 12-month secretary. 12-month secretaries (hired after July 1, 1994) who are reassigned or reduced to 11-month positions will accrue vacation under section 2 of this Article.~~

Section 2. Less Than 12-Month Employees. ~~Employees working less than 12 months are entitled to a paid vacation on the following schedule:~~

Years of Service	Vacation Days Earned
1-10 years	5 workdays
11 years or more	7 workdays

~~Unit employees hired after July 1, 1994 who work less than twelve (12) months per year are not eligible for paid vacation days under this section.~~

Section 3. Procedures.

1. Vacation allowances shall be front loaded July 1st of each year. Per diem pay shall be payroll deducted for an employee who uses vacation days not earned before employment separation with the District.
2. Vacation allowance shall be pro-rated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).
3. Not more than fifteen (15) vacation days for 12-month secretaries may be carried over from one fiscal year to the next. If carried over vacation days are not used, they will be paid by July 31 immediately after the fiscal year in which they accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.
- ~~4. Less than 12-month secretaries will normally use vacation time at the end of their work year but may use vacation time during their work year with their immediate supervisor's approval. If vacation days are not used by the end of the secretary's work year, the secretary may request that the vacation days be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the Business Office not later than May 15. Alternatively, the secretary may request that the unused vacation days be carried over to the next fiscal year (i.e., July 1), to a maximum carryover of one (1) year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately after the fiscal year in which they accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.~~

5. Vacation shall be scheduled at a time which does not interfere with normal District operations. As possible within this limitation, vacation shall be scheduled at a time satisfactory to the employee.
- ~~6. Vacation shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the employee's immediate supervisor and the appropriate director.~~

Vacation shall be scheduled for a period of time not to exceed the number of days employee has available and not more than one (1) week. The request must be approved by the employee's principal and/or immediate supervisor.

7. Employees terminating employment or commencing a leave of absence under Article 12 shall receive a pro-rated vacation allowance based on the amount of vacation time earned according to the above schedule.

Article 17
VACATIONS

Section 3. Procedures

3. ~~Not more than fifteen (15) vacation days for 12-month employees may be carried over from one fiscal year to the next. If carried over vacation days are not used, they will be paid by July 31 immediately after the fiscal year in which they accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.~~

Maximum allowable vacation days to be carried over shall not exceed fifteen (15) days. The unit employee shall be allowed up to five (5) vacation days paid out annually by June 30. All other vacation days not cashed out at the end of each Contract year shall be transferred to the unit employee's earned sick leave bank. This applies only to 12-month unit employees.

Article 17
VACATIONS

Section 3. Procedures

4. ~~Less than 12-month employees will normally use vacation time at the end of their work year but may use vacation time during their work year with their immediate supervisor's approval. If vacation days are not used by the end of the employee's work year, the employee may request that the vacation days be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the Business Office not later than May 15. Alternatively, the employee may request that the unused vacation days be carried over to the next fiscal year (i.e., July 1), to a maximum carryover of one (1) year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately after the fiscal year in which they accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.~~

Article 18
EMPLOYEE EARNED BENEFITS

Section 1. Contributions.

The Employer will make premium contributions, as specified in this Article, on behalf of each unit employee (and the employee's eligible dependents) who works thirty (30) hours or more per week.

Employer premium and health savings account contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

All premium or premium-equivalent amounts for which the employee is responsible will be payroll-deducted.

Section 2. Eligibility.

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

Unit employees hired after June 30, 2027, are only eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. Those persons, however, may elect additional health/medical coverage, at their expense, provided that the insurance carrier permits additional enrollment.

Section 3. HEALTH INSURANCE.

Employees shall have the option to enroll in the available health insurance plans offered by the Board. The annual limit the Board shall contribute for healthcare on behalf of the employee and the employee's eligible dependents shall be eighty percent (80%) of the annual cost for the lowest premium health care plan option and the approved Health Savings Account (HSA) contribution. Employees selecting the lowest premium healthcare plan will be responsible for the remaining twenty percent (20%).

Employees electing coverage with a premium higher than the Board's eighty percent (80%) contribution shall be responsible for paying the difference between the Board's contribution and the total cost of their selected plan.

The full twelve (12) months' coverage depends on the employee's completion of the contract for the total school year.

The three (3) health insurance plans offered by the board for the term of the contract are as follows:

- MESSA ABC 1 with the 5-tiered prescription plan.
- MESSA ABC 1 with the 3-tiered prescription plan.
- MESSA Choices plan with the 3-tiered prescription plan

Health Savings Account (HSA) - For employees who elect enrollment in a High Deductible Health Plan (HDHP), the Employer shall deposit an amount equal to 70% of the minimum annual deductible as established by the IRS for the applicable plan year. This contribution will be based on the coverage level selected by the employee (self-only or family coverage). The Employer's contribution shall be deposited into the employee's Health Savings Account (HSA) to assist with eligible medical expenses incurred under the HDHP.

If there are legislative changes that cause an inequity in the Board contributions for healthcare between teachers selecting different plan options, parties agree to renegotiate the contributions noted in the above paragraphs.

Cash-In-Lieu - Unit employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect cash-in-lieu.

Eligible employees (those working 30 or more hours per week) who elect not to participate in the offered health insurance program shall instead receive \$243 each month in cash under a valid IRS Section 125 Plan established by the Employer.

To comply with the Affordable Care Act (ACA), employees must sign the district's Waiver of Medical Coverage form and provide proof of coverage from another qualified plan.

Insurance listed in this article shall have be available to the employee upon their hire date.

Section 3. Dental Insurance. The Employer shall provide Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

Section 4. Life Insurance. The Employer shall provide, without cost to the employee, group life insurance protection and accidental death and dismemberment (AD&D) in the amount of \$50,000.

Section 5. Vision Insurance. The Employer shall provide MESSA VSP-3 vision insurance or an equivalent policy.

Section 6. Short-Term and Long-Term Disability Insurance. The Employer shall provide an insured income continuation plan for disability that extends beyond the employee's accumulated sick leave. The benefits of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Employees who have exhausted their accumulated sick leave but are not eligible for long-term disability benefits because they have not satisfied the 90-day wait period are eligible for continuation of 60% of their base wages after an unpaid ten (10) workday wait period. The Employer-funded wage continuation amount shall be reduced by the amount of Social Security, Workers' Compensation, or any other Employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of workdays in the balance of the 90-calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long-term disability for up to a maximum of twenty-four (24) months.

APPENDIX A
SALARY SCHEDULE

2025-2026

- Step
- 4%

2026-2027

- Step
- 3%

APPENDIX B
WORK YEAR

The employee shall be scheduled no less than the following amount of days each year based on the following:

- **12-month** Employees will have **261** working days (262 during leap year).
- **11-month** Employees will have **228** working days.
- **10-month Employees:** The Instructional Clerk at the Middle School and High School will have **202** working days.
- **10-month** Employees: Administrative Assistant to Student Services at East Lansing High School, Attendance Administrative Assistant at McDonald Middle School, and Attendance Administrative Assistant at East Lansing High School will have **207** working days.
- **10-month Employees:** All Administrative Assistants at the Elementary Schools will have **210** working days.

Tentative Agreement Signatures

Kristin Pfaendtner, AFSCME Chapter Chair _____

Craig Lynn, AFSCME Organizer/Staff Representative _____

Dori Leyko, Superintendent _____

Rulesha Glover-Payne, Chief Human Resources Officer _____