MASTER AGREEMENT

between

THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT OF THE CITY OF EAST LANSING

and

THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES

AFL-CIO, LOCAL 1390 OF MICHIGAN COUNCIL NO. 25

2025 – 2027

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ARTICLE 1
AGREEMENT

This Agreement is between the Board of Education of the School District of the City of East Lansing (the District, Board, or Employer) and the East Lansing Public School Employees, Local 1390 American Federation of State, County and Municipal Employees, AFL-CIO of AFSCME Michigan 925 (the Union).

ARTICLE 2
RECOGNITION

Section 1. Covered Employee.

Pursuant to and in accordance with the Public Employment Relations Act, as amended, the Employer recognizes the Union as the exclusive representative of the District's employees listed below for the purpose of collective bargaining for wages, hours, and other terms and conditions of employment for the term of this Agreement:

Student Support Services / Transportation Administrative Assistant
Elementary Administrative Assistant
Middle School Administrative Assistant
High School Administrative Assistant
Guidance Administrative Assistant
High School Registrar
Assist. Supt. / DEI Administrative Assistant
Athletic Administrative Assistant
Copy Center Administrative Assistant
Accounts Payable / Purchasing
Middle School Instructional Aide
High School Instructional Aide
Employee Benefits Coordinator

Excluded from the bargaining unit are any Administrative Assistants deemed confidential (Superintendent's Administrative Assistant, Director of Finance and Operations Administrative Assistant, Chief Human Resources Officer Administrative Assistant), Payroll Supervisor, Supervisor of Accounting, substitute employees, and all other employees.

This Agreement shall not be construed to deny or restrict to any bargaining unit employee rights they may have under the Revised School Code, or other applicable laws and regulations. The rights granted to bargaining unit employees are in addition to those provided elsewhere.

Section 2. Jurisdiction.

Board employees not covered by this Agreement shall not perform bargaining unit work except for instructional training, an emergency, or when a substitute employee is required. If a substitute employee works in a bargaining unit position for more than thirty (30) consecutive days, for the same person in the same building, the substitute employee shall be covered by this Agreement, except that the substitute employee does not accrue seniority and will terminate upon the return of the regular employee.

Section 3. Aid to Other Unions.

The Employer will not aid, promote, or finance any labor organization which purports to engage in collective

bargaining or make any agreement with any labor organization to undermine the Union's representation of the bargaining unit described in Section 1.

Section 4. Strike/Lockout.
Neither the Union, its agents, nor its members will authorize, instigate, aid, or engage in a work stoppage, slow down, strike, or similar activity against the Employer. The Employer will not implement a lockout for the same period.

ARTICLE 3
MANAGEMENT RIGHTS

There is exclusively reserved to the Board all responsibilities, powers, rights, and authority vested in it by the laws and Constitutions of Michigan and the United States except as expressly limited by this Agreement. The Board retains the right, among others, to establish and enforce reasonable rules and personnel policies relating to the duties and responsibilities of the employees and their working conditions which are not inconsistent with this Agreement. In meeting these responsibilities and in exercising its powers and rights, the Board acts through its administrative staff.

ARTICLE 4
NON-DISCRIMINATION

The Board and the Union reaffirm their commitment not to discriminate against any person based on race, color, religion, sex (including pregnancy, gender identity, sexual orientation), age, disability, marital status, genetic information, height, weight, or national origin.

ARTICLE 5
UNION MEMBERSHIP

Employees covered by this Agreement are not required to become members of the Union. Employees in the unit covered by this Agreement may elect or may not elect to: (a) become a member and pay to the Union the initiation fees and periodic dues that are the obligations of the Union member; or (b) pay to the Union the appropriate periodic service fees computed in accordance with AFSCME's Notice to All Non-Member Employees Paying Fees.

ARTICLE 6
UNION REPRESENTATION

Section 1. Union Officers.
Unit employees will be represented by a Chapter Chair and a Chief Steward who are elected by the membership. The Union shall provide the Employer with a list of the Union Officers and Stewards within five (5) workdays of any election.

A. Reasonable arrangements may be made when the Chapter Chair or Chief Steward is required by the Board to engage during their workday in negotiations on the Union's behalf with any Board representative or required to participate in any grievance procedure, including arbitration, and shall not incur loss of salary when the grievance procedure has been mutually scheduled by both parties or the arbitrator.

B. The Employer shall provide the Chapter Chair with the following information for any newly- hired employee within twenty-one (21) days of the start date: name, hire date, schedule placement, and job location. This information is solely for Union business and shall not be sold or used for any nonunion purpose.

C. During their term of office, the Chapter Chair and the Chief Steward will head the seniority list only for the purpose of layoff/recall if administration determines that they are qualified to perform the required work. Upon conclusion of their office term, the Chapter Chair and Chief Steward will return to their regular seniority status.

D. A total of five (5) days per contract year is available for Union leave for the Chapter Chair and Chief Steward combined. The Union shall reimburse the District on a current basis those sums paid to the Office of Retirement Services for Union release time. The District will invoice the Union for that expense.

Section 2. Bargaining Committee.
Unit employees will be represented in negotiations by the Chapter Chair and four (4) representatives.

ARTICLE 7
VISITATION

Upon Union request and the presentation of proper credentials, Union officers or credentialed Union representatives shall be admitted to District premises during work hours to assist in adjusting grievances and other reasonable Union business. The officer or representative shall not disrupt orderly operations and must first check-in at the building office.

ARTICLE 8
PAYROLL DEDUCTION

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 9
SENIORITY

Section 1. Probation.

A newly-hired regular employee shall be on probationary status for sixty (60) workdays, starting from the first day of employment. If at any time before completion of the probationary period the employee's work performance is determined by the Employer to be unsatisfactory, the employee may be dismissed during the probationary period without appeal by the Union. An employee who Is absent during the probationary period must work additional days equal to the number of days absent to complete the probationary period. Upon satisfactory completion of the probationary period, the employee's seniority date is retroactive to the first day of employment.

Section 2. Definition.

"Seniority" is defined as the amount of service accumulated within the District as a unit employee. Seniority is measured from the employee's most recent hire date in a unit position.

A. An employee regularly scheduled to work less than twenty (20) hours per week will be credited with a one-half (1/2) year of seniority. An employee regularly scheduled to work twenty (20) or more hours per week will be credited with a full year of seniority. There will be no pro-rating for a partial year of service for unit employees hired during the fiscal year (July 1 – June 30). Unit employees hired after the commencement of a fiscal year (July 1) shall receive pro-rated seniority on a quarterly basis during their first year of employment. Service within the quarter will not be pro-rated.

B. Whenever two (2) or more unit employees have equal seniority, they will be ranked using the following criteria in the order stated:

1. The employee with the earliest hire date will be ranked first.

2. If the employees have the same hire date and one is a 12-month employee, one is an 11- month employee, and one is a 10-month employee, the 12-month employee shall be ranked first, the 11-month employee shall be ranked second, and the 10-month employee shall be ranked third.

3. If the employees have the same work year (e.g., both are 12 months) the employee with the lowest number in the last four digits of the employee's social security number shall be ranked first.

C. A seniority list shall be made available to all unit employees by September 30 of each fiscal year. This list shall include the employee's location, assignment, seniority, and hire date into the unit. The seniority list shall contain a statement, signed by the Board and the Union, that if no objection is received within thirty (30) days, the list distributed shall be regarded as conclusive.

D. A unit employee shall retain accumulated seniority for up to two (2) years but shall not accrue seniority while on unpaid leave of absence.

Section 3. Loss of Seniority.
An employee will lose seniority rights and shall be deemed terminated if the employee:

A. Quits.

B. Is discharged in accordance with Article 10 and the discharge is not reversed through the grievance procedure.

C. Does not return to work when recalled after a layoff.

D. Is laid off for two (2) consecutive years without being recalled.

E. Is absent for three (3) consecutive workdays without notifying the immediate supervisor.

F. Fails to return to work within three (3) consecutive workdays from the expiration date of a leave of absence, vacation, or disciplinary suspension without notifying the immediate supervisor.

G. Retires.

Unit seniority accumulated as of the date an employee transfers to a non-unit position in the District shall be retained for up to two (2) years. The employee has the right to exercise this seniority and bid on a vacant unit position if the employee possesses the qualifications for that vacant position.

ARTICLE 10
TRANSFER AND PROMOTION PROCEDURES

Section 1. Vacancy or New Position.
When the Board determines to fill a vacancy or create a new position, a copy of the job posting will be

emailed to the Chapter Chair. No vacancy will be filled on a permanent basis until five (5) workdays after the vacancy notice has been posted.

The job posting shall include the following information: position title, start date, pay rate, hours to be worked, and qualifications.

A vacancy shall not exist when the work year or work week of a unit position is increased by 20% or less. Example: If the established work week of a unit position is 35 hours, 7 or fewer added hours does not cause the position to be regarded as vacant under this Article.

Notice of appointment or non-appointment will be given to unit employees who have applied for the vacancy or newly-created position within ten (10) workdays after the position is filled.

Section 2. Qualified Applicant.
The Board has the right to hire the most qualified applicant as determined in the Board's sole discretion, for all vacancies and new unit positions regardless of seniority. Upon application, a unit employee who is qualified and has received at least a satisfactory evaluation in his/her most recent evaluation shall be interviewed and considered for the vacancy or new position.

Section 3. Promotion or Transfer.
The employee who is promoted or transferred shall receive a three (3) week (15 workdays when students are in the building) trial period [which includes ten (10) workdays when the unit employee's immediate supervisor is present and when students are in school (for those employees working in buildings with students) to determine:

A. The ability to perform on the job.

B. The desire to remain on the job.

The trial period shall be extended for ten (10) additional workdays upon mutual written agreement by the Employer and the Union.

During this trial period, the employee shall have the opportunity to revert to the employee's former position.

If the Employer determines the employee's job performance in the new position to be unsatisfactory, notice of that finding and the reason(s) shall be given to the employee before the employee is returned to their former position, with the employee having the right to grieve the Employer's decision of the Employer, through Step Three of the Grievance Procedure.

During the trial period, the Employer has the right to use a substitute employee in the position to which the transferred unit employee was previously assigned.

Section 4. Temporary Transfer.
An employee who is temporarily transferred to another assignment within the unit shall be paid at the employee's present pay rate for the duration of the temporary assignment. The temporary transfer shall not exceed 180 school days.

Section 5. Return to Position & Posting Requirement.
If the transferred employee returns to the former position, the position need not be re-posted as a vacancy if another unit applicant from the original posted vacancy is offered the position under the standards in section 2 of this Article. If there are no other unit applicants for the original posting or if those applicants do not meet the selection standards in section 2 of this Article, the position will be re-posted.

ARTICLE 11
DISCHARGE, DEMOTION, AND DISCIPLINE

Section 1. Standard.
No non-probationary employee shall be disciplined for reasons that are not arbitrary or capricious.

Section 2. Notice.
Upon a unit employee's discharge, suspension, or demotion, the Board will provide written notice of the action taken to the employee and the Union.

ARTICLE 12
LAYOFF AND RECALL

Section 1. General.
Employees shall be laid off and/or recalled according to qualifications and seniority. The decision to implement a layoff or recall is within the Board's sole discretion. An employee whose position is eliminated or reduced (by two or more hours per day) has the right to displace any unit position held by an employee with less seniority.

Section 2. Displacement.
Displacement of a unit employee with less seniority only applies if the senior employee is qualified to hold the position, as determined by the Employer, and the employee has more seniority than the employee being displaced. This determination is not subject to the grievance procedure.

A. This provision may result in an increase or decrease in an employee's hours and/or work year.

B. All displacement and bumping under this provision will be accomplished at a single meeting.

C. If the unit employee whose position has been eliminated chooses not to displace a less senior employee, the displaced unit employee will be placed on layoff with recall rights as specified in this Agreement.

Section 3. Notice.
If the Board determines to eliminate a position or to reduce the hours of a position by two (2) or more hours per day, the unit employee then assigned to that position shall receive a minimum of fourteen (14) calendar days written notice, with a copy of the notice furnished to the Union. The Union may request that a meeting be scheduled with a Board representative to receive an explanation of the reason(s) for the lay-off or reduction of hours and how the work associated with the eliminated or reduced assignment will be performed.

Section 4. Recall.
Notice of recall shall be sent by e-mail and first-class mail to the employee's last known e-mail and

residential address which the Board has in its personnel records. If the employee does not notify the Board of recall acceptance within five (5) calendar days from the notice's mailing date or if the employee does not report to work within ten (10) calendar days from the notice's mailing date (unless otherwise excused by the Board), the employee shall be considered a quit.

ARTICLE 13
LEAVE OF ABSENCE

Section 1. Leave for Extended Illness/Disability.
An employee who, due to illness or disability which is non-compensable under the Worker's Disability Compensation Act, is unable to report for work and has exhausted all means of allowable compensation, shall receive a leave of absence for up to one (1) year, provided the employee promptly notifies the Board of the leave's necessity and submits a statement from their health care provider of the leave's necessity and projected absence time. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.

Section 2. Childcare Leave.
Childcare leave may be granted (when leave is not required to be granted under the Family and Medical Leave Act) to an employee for the primary care of a child during infancy (up to 12 months from birth). This leave request must be made in writing at least thirty (30) calendar days in advance as foreseeable. The request shall state the expected leave start/end dates. A unit employee adopting a child may be granted leave (when leave is not required to be granted under the Family and Medical Leave Act) under the same terms as childcare leave which shall begin upon the Probate Court's entry of an order awarding custody to the adopting parent.

Section 3. Uniformed Services Leave.
The reinstatement rights of any employee who enters the uniformed service of the United States will be determined in accordance with the Uniformed Services Employment and Reemployment Rights Act.

Section 4. Reserve Training.
A leave of absence will be granted to an employee who is active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, or if the employee is ordered to active duty. The employee must submit a written request for this leave immediately upon receipt of orders to report for duty. The Board will pay the difference between the employee's military pay and regular pay if military pay is less, for a period not to exceed fourteen (14) days in any fiscal year (July 1 - June 30).

Section 5. Union Leave.
Any unit employee who is elected or appointed to a full-time position or office in the Union and whose duties require the employee's absence from work shall be granted a leave of absence for up to two (2) years. The Union leave may be extended beyond two (2) years, upon the employee's request and at the Board's sole discretion. No more than one (1) Union member shall be on Union leave at any one time.

Section 6. General Leave Provisions.

A. All leave requests shall be in writing, stating the reason for the request and the approximate length of the leave. If leave is granted under this Article, the Board shall notify the Union of the unit employee's identity but shall not be required to disclose confidential information pertaining to the leave (e.g.,

medical information) to the Union without the employee's consent.

B. An employee who meets all requirements specified in this Article shall be granted a leave of absence (except for childcare leave or other discretionary leave) without pay and benefits. Other leaves of absence may be granted at the Board's sole discretion for reasons other than those listed above if deemed beneficial to the employee and the Board. The Superintendent may grant a leave of sixty (60) days or less.

C. Return from any leave of absence not covered by law shall be in accordance with the following:

1. An employee who is on leave for six (6) months or less is entitled to resume regular seniority status and all job and recall rights upon return from leave.

2. An employee who is on a leave of more than six (6) months to a maximum of two (2) years must inform the Board, in writing, sixty (60) calendar days before the return date and will receive the opportunity to return to the first open position for which the employee is qualified and possesses seniority.

a. A position is considered "open" after it has been posted per Article 10.

b. An employee who has informed the Board of the intent to return from leave has the right to bid on open position(s) posted under Article 10.

D. The Employer has the right to receive medical certification from the employee's health care provider about the necessity for any personal illness/disability leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include the information that may permissibly be requested under Form WH 380-E (or its successor) as developed by the United States Department of Labor to implement the Family and Medical Leave Act.

The Employer has the right to require a second medical opinion (at Employer expense). If that opinion differs from that of the employee's health care provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health care provider whose opinion about leave eligibility or fitness to return to work is considered final and binding on the Employer, the employee, and the Union. The cost of this examination shall be paid by the Employer.

The Employer has the right to require medical certification of the employee's fitness to return to duty at the expiration of the leave period, including the securing of a second medical opinion (at Employer expense).

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. Definitions.

A. A "grievance" is defined as an alleged violation of the express terms of this Agreement.

B. The term "workdays" for grievance processing is defined as Monday through Friday, excluding all paid holidays and winter and spring vacation intervals.

Section 2. Procedures.

A. The time elements for these Steps will be strictly observed, but may be shortened, waived, or extended upon the parties' written mutual agreement.

B. Any grievance not appealed within the time limits in that Step level of the grievance procedure will be considered settled based on the decision rendered at the previous Step. If an answer to a grievance is not given within the time limit of that Step level, the appealing party may automatically appeal the grievance to the next Step.

C. Any grievance not presented for disposition through the grievance procedure within seven (7) workdays of the occurrence giving rise to the grievance or within seven (7) workdays of the date it is reasonable to assume that the employee or the Union first became aware of the condition giving rise to the grievance shall not be considered as a grievance. If an objection to the grievance's timeliness, is made, the Employer's processing of the grievance does not waive the timeliness objection.

D. A written grievance shall:

1. Be signed by the grievant(s) and the Union representative;

2. Be specific;

3. Contain a synopsis of the facts giving rise to the alleged violation;

4. Cite the Agreement's section or subsections alleged to have been violated;

5. Contain the date of the alleged violation; and

6. Specify the relief requested.

Any written grievance not in compliance with the above requirements may be rejected as improper. Such a rejection shall not extend the time limitations set forth in this Article.

E. The following matters shall not be the basis of any grievance filed under this Article:

1. The termination of services or failure to re-employ a probationary employee.

2. Any claim for which there is another remedial procedure or forum established by law or regulation.

3. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions). Instead, the alleged violation may be processed through the appropriate agency or judicial enforcement of the law(s) in question.

4. Any matter which is exclusively reserved to management under Article 3.

F. The purpose of this procedure is to secure, at the earliest possible level, an equitable solution to a grievance. These proceedings shall be kept as informal and confidential as appropriate at any level of the procedure.

G. This grievance procedure does not limit the right of an employee having a grievance to discuss the matter informally with an appropriate administrator.

Section 3. Step One – Immediate Supervisor (Oral).

A. An employee shall discuss the grievance with their immediate supervisor within the time limits set forth in Section 2(3) above. If the grievance is not settled orally, the employee may request a meeting with the Union to discuss the grievance.

B. The Union may submit the written grievance to the immediate supervisor stating the remedy requested, the facts upon which the grievance is based, and the specific provision(s) of the Agreement allegedly violated. The employee and the Union shall sign the grievance and submit it to the immediate supervisor within the time limits set forth in section 2(3), above.

Section 4. Step Two - Immediate Supervisor (Written).

A. The Union and affected unit employee(s) shall meet with the immediate supervisor to discuss the grievance within seven (7) workdays of its written submission to the immediate supervisor.

B. The immediate supervisor shall issue a written decision within seven (7) workdays of the meeting with the Union.

Section 5. Step Three – Superintendent or Designee.

A. If the grievance is not resolved in Step two, it must be submitted to the Superintendent or designee within seven (7) workdays from date of receipt of the immediate supervisor's decision, and the Superintendent or designee shall meet with a Union Business Representative at a time mutually agreeable to them.

B. The Superintendent or designee shall provide a written answer within ten (10) workdays of the meeting date with the Union's Business Representative.

Section 6. Step Four – Arbitration.

A. Written notice of an intent to arbitrate must be submitted to the Superintendent within fifteen (15) workdays from the end of Step 3.

B. Within thirty (30) workdays of submitting the written notice an intent to arbitrate, a demand for arbitration must be filed with the American Arbitration Association (AAA), whose rules govern the arbitrator selection process and all arbitration procedures.

C. The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.

D. Each party is responsible for the expenses of the witnesses that they may call.

E. The Arbitrator has no authority to:

1. subtract from, add to, or otherwise modify any of the terms of this Agreement;

2. issue a decision on the merits of a prohibited or illegal bargaining subject;

3. decide matters removed from the grievance process or scope of arbitration under this Agreement;

4. substitute the Arbitrator's discretion for that of the parties;

5. order retroactive back-pay beyond the grievance date and shall deduct from such back-pay an amount equal to any compensation the grievant may have received from other sources during the applicable time.

F. The parties are not permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.

G. If the arbitrability of any grievance is disputed, the arbitrator shall have no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

H. The AAA fees shall be paid equally by the parties. The Arbitrator's fees and expenses shall be paid by the non-prevailing party. The Union shall be considered the non-prevailing party if it does not receive all the requested relief. If the arbitrator's decision is split between the parties, the arbitrator shall apportion the parties' fees and expenses.

I. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.

J. The Arbitrator's decision is final, conclusive, and binding on all unit employees, the Board, and the Union.

K. Notwithstanding any other provision in this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement. The Employer, however, shall arbitrate grievances arising during the term of this Agreement for which a timely grievance was filed before the Agreement's expiration.

ARTICLE 15
HOURS AND WORK WEEK

Section 1. Normal Workday.
The normal workday shall consist of eight (8) consecutive hours per day, excluding a duty- free, uninterrupted lunch period of not less than one (1) hour, unless mutually agreed between the Employer and the employee. The normal work week shall consist of forty (40) hours per week, Monday through

Friday. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

If the Board requires an employee to work more than his/her established work weeks or workdays per year, that employee shall be notified by the Board, in writing, at least fifteen (15) workdays before the effective date of the additional work, unless the change by shorter notice is by mutual agreement.

The normal workday is scheduled between 6 a.m. and 7 p.m. The Board has the right to reduce the hours of unit positions in accordance with the provisions of Article 9 (Seniority).

Section 2. Overtime.
Time and one-half (1/2) will be paid for all time worked over forty (40) hours in one (1) week. All overtime must be authorized in advance by the employee's direct supervisor.

A. All hours worked on Saturday or Sunday will be for a three (3) hour minimum.

B. As an alternative to monetary overtime payment, an employee and immediate supervisor may agree that compensatory time will be earned instead of overtime. Each is computed at 1.5 hours (time and a half) for each hour worked over forty (40) per week. Compensatory time is subject to a maximum accrual of forty-five (45) compensatory hours in a fiscal year, which is thirty (30) hours worked. Compensatory time will be scheduled cooperatively between the employee and immediate supervisor. The time sheet's notes section will record compensatory time earned, compensatory time used, and current balance.

C. An employee is not required to take time off from the employee's regular schedule or have their hours reduced because of having to report to work before their shift or because the employee worked over eight (8) hours in a workday. An employee and his/her immediate supervisor may agree to a flexible work schedule within the regular work week that better meets the needs of the Employer and the employee.

D. If the Employer determines to allocate overtime projects involving ten (10) or more work hours to its employees (as opposed to using an outside contractor), the project will first be offered to unit employees when the work involves functions normally performed by unit personnel. The person assigned to the position with the overtime opportunity has the first right to bid on the overtime project. If that person declines the overtime (or is unavailable) the next most senior unit employee in the same building who is qualified to perform the overtime work will be offered that opportunity. If the work remains unallocated after the above steps, it will be offered to the most senior qualified unit employee who has indicated interest in overtime opportunities by placing his/her name on the District-wide overtime list. Overtime will be rotated in inverse seniority order. The Union will maintain an equalization list and provide the Employer with an updated list.

Section 3. Summer Hours Worked.
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 4. Call Back.
When an employee has left the Employer's premises and must return to work after completion of the employee's regularly scheduled work hours, the employee shall receive pay for the actual hours worked at the appropriate pay rate or a minimum of two (2) hours pay at the employee's straight hourly rate, whichever is greater.

Section 5. Relief Time.
Employees shall receive a fifteen (15) minute relief time during each four (4) hours of work. This time, if not used, does not accumulate for later use and cannot be used for any other purpose. The Employer may provide a person to relieve the employee for these 15-minute breaks.

Section 6. Timekeeping Responsibilities
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 16
PAID LEAVE

Section 1. Earned Sick Time

A. Ten (10) month Employee will receive 10 days (80 hours) of earned sick time per school year, if they work a full school year.

B. Eleven (11) month Employee will receive 11 days (88 hours) of earned sick time per school year, if they work a full school year.

C. Twelve (12) month Employee will receive 12 days (96 hours) of earned sick time per school year, if they work a full school year.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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.

I. The employee is limited to a maximum accumulation of one hundred and fifty (150) days.

J. The 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. The employee may use earned sick time for the following reasons:

1. 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;

2. 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;

3. 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;

4. 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

5. 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.

K. 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.

L. If the 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.

M. 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.

N. An employee who has exhausted sick leave credit and still not able to return to work may be paid for any unused vacation days.

O. 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.

Section 2. Funeral Leave.

A. An employee shall be granted up to five (5) workdays off with pay for a death in the employee's immediate family, which is defined as the employee's spouse, child, parent, sibling, and corresponding in-law, grandparent, grandchild, or member(s) of the employee's household.

B. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

Section 3. Personal Business Days.

A. Each unit employee shall earn three (3) personal business days per fiscal year to attend to personal business, which, by its nature, cannot be scheduled outside the regular workday. Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of pursuing other employment or for any other leave provision in this Agreement.

B. Personal business days may not be used for less than one-half (1/2) day increments. If the employee does not use the allocated personal business days, those days shall be credited to the employee's sick leave bank the following year. An employee seeking to use personal business days must submit a written application to the employee's immediate supervisor before use and with as much advance notice as possible

Section 4. 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:

A. 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

B. 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.

C. 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 Union present.

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.

Section 5. Jury Service and Subpoena.

A. Absence for jury service or subpoena will not be charged against the employee's leave allowance and shall be granted if the criteria below is met:

    1. 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.

    2. On days in which the employee is required to report for jury service, the employee is not required to report to work.

    3. Substantiation of payment and attendance will be required in accordance with district's processing procedures.

    4. 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.

B. Absence will be charged against employee's sick bank, if case is initiated by the employee or the Union against the Board or District (unless the employee is subpoenaed by the Board).

Section 6. Retirement.
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
HOLIDAYS

The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

12-month Employees	10- and 11-month Employees
New Year's Day	New Year's Day
Martin Luther King, Jr. Day	Martin Luther King, Jr. Day
President's Day	President's Day
Memorial Day	Memorial Day

Juneteenth	Juneteenth (if in work year calendar)
Fourth of July	--
Labor Day	Labor Day
Day before Thanksgiving (if students not in session)	Day before Thanksgiving (if students not in session)
Thanksgiving Day	Thanksgiving Day
Day after Thanksgiving	Day after Thanksgiving
Christmas Eve Day	Christmas Eve Day
Christmas Day	Christmas Day
New Year's Eve Day	New Year's Eve Day

An employee required to work on any of the above holidays shall receive double time for hours worked, with a three (3) hour minimum, in addition to regular holiday pay.

If one of the above holidays falls on Saturday or Sunday, the day recognized as the paid holiday shall be consistent with the holiday calendar designated by administration. If any of the above alternate days for observing a designated holiday falls on a student attendance day, the Employer, in consultation with the Union, shall designate another day to serve as the alternate paid holiday.

To receive holiday pay, the employee must work the last workday scheduled before the holiday and the first scheduled workday after the holiday, unless specified otherwise or the absence is excused.

ARTICLE 18
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)

Section 2. Procedures.

A. 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.

B. 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).

C. 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.

D. 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.

E. 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.

F. Employees terminating employment or commencing a leave of absence under Article 13 shall receive a pro-rated vacation allowance based on the amount of vacation time earned according to the above schedule.

ARTICLE 19
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

Section 4. 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 employees selecting different plan options, parties agree to renegotiate the contributions noted in the above paragraphs.

Section 5. 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 be available to the employee upon their hire date.

Section 6. Dental Insurance.
The Employer shall provide Delta Dental 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 7. 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 8. Vision Insurance.
The Employer shall provide MESSA VSP-3 vision insurance or an equivalent policy.

Section 9. 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.

ARTICLE 20
GENERAL

Section 1. Parking.
Adequate parking facilities within reasonable proximity of the assigned building will be provided.

Section 2. Resignation.
An employee desiring to resign shall submit a written resignation notice to the Human Resources Office at least ten (10) workdays before the resignation's effective date. An employee who fails to follow this resignation procedure forfeits their right to termination pay under Article 15 and any earned vacation time.

Section 3. Emergency School Closing.
Unit employees are not required to report for work on scheduled student instruction days when classes are canceled due to conditions beyond the Board's control e.g., inclement weather, fire, mechanical breakdown, public health conditions (as defined by City, County, or State health authorities) and will receive their regular wages for those day(s), based on their regularly scheduled hours. If the Board reschedules lost instruction day(s) to comply with the Revised School Code and the State School Aid Act for receipt of full state school aid, employees who were paid for the previously canceled day(s) and who are not otherwise scheduled to work on the rescheduled instruction day(s) may be required to work on the rescheduled day(s) with no compensation beyond what was previously paid to them for the canceled day(s) on which they were not required to work.

Section 4. Continuing Education Reimbursement.
The District allocates four thousand dollars ($4,000) per contract year for reimbursement of continuing education expenses for the entire bargaining unit. Individual unit members are eligible for registration fees, tuition, books, lab fees, and other expenses upon successful completion of the continuing education course with a minimum of a 2.5 (C+) for graded courses or a Course Completion Form signed by the instructor for non-graded courses. The employee must submit to the Human Resources Office a completed Continuing Education Reimbursement Form, along with the transcript and signed Course Completion Form to be eligible for reimbursement. An individual unit employee will not receive reimbursement for more than two

thousand dollars ($2,000) per contract year unless otherwise approved by the Superintendent or designee.

Section 5. Evaluation.
The Union recognizes the Board's right and need to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however, other administrative personnel may be called upon to assist in the evaluation process if requested by either the employee or the immediate supervisor.

Evaluation shall be primarily directed to the improvement of employee performance and to assist the employee in addressing any area of concern.

An employee performance evaluation shall be reduced to writing before placement in the employee's personnel file and will adhere to the Board of Education/Unions Evaluation Form. Performance evaluation criteria include but are not limited to the employee's:

A. Adaptability

B. Initiative

C. Job knowledge

D. Organization

E. Ability to perform essential job functions

F. Personal relations / cooperation

G. Punctuality and attendance

H. Quality of work

I. Responsibility

ARTICLE 21
COMPENSATION

The salaries for unit employees are set forth in Schedule A. The salary schedule shall remain in effect during the term of this Agreement.

A new hire may be granted credit on the salary schedule for similar experience for up to six (6) steps. Any new hire step credit outside these parameters requires agreement from the Union.

An employee working less than 12 months shall be paid on the bi-weekly payroll during their scheduled work year unless the employee submits a signed consent form to the Payroll Department electing to be paid on the bi-weekly payroll over a twelve (12) month period.

To be eligible for reimbursement, employee receipts for out-of-pocket expenses must be submitted to the

Business Office as soon as possible but no later than June 30 of the transaction's fiscal year.

ARTICLE 22
PART-TIME EMPLPOYEES

If an employee works less than the established full-time hours in the employee's assignment, the employee is entitled to a pro-rated portion (based on hours worked compared to full-time hours) of the sick leave, vacation, holiday, personal business day, funeral leave, and terminal leave benefits provided under this Agreement. For purposes of this provision, "full-time hours" are those set forth in Article 15.

Eligibility of part-time employees to participate in insurance programs is addressed in Article 19.

ARTICLE 23
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

This Agreement is the result of extensive negotiations in which both parties had the right and the opportunity to submit and negotiate their proposals with the other party. This Agreement sets forth the parties' full and entire understanding as to the matters expressed herein. This Agreement may be modified, but only in writing, upon the mutual consent of the parties. All past practices and understandings between the parties not memorialized and incorporated in this Agreement are not enforceable.

A written waiver of any breach or condition of this Agreement by either party does not constitute a precedent for future enforcement of the Agreement's terms and conditions.

If any provision of the Agreement is held invalid by operation of law, or if compliance with or enforcement of any article or section is restrained by such law, the remainder of this Agreement shall not be affected. The parties shall enter immediate collective bargaining negotiations for the purpose of achieving a mutually satisfactory resolution for the affected article or section.

This Agreement supersedes any rules, policies, regulations, or practices of the Board which are contrary to or inconsistent with the Agreement's express terms.

ARTICLE 24
TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until June 30, 2027.

Section 1. Notice of Termination or Modification.
If either party desires to terminate or modify this Agreement, they shall give written notice of termination or modification one hundred twenty (120) calendar days before the termination date. If neither party gives notice of termination or modification or withdraws before this Agreement's termination date, the Agreement shall continue in full force and effect, subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice before the current year of termination.

Section 2. Notice Address.
Notice shall be in writing and shall be sufficient if sent by Certified Mail to the Union, addressed to 826 Municipal Way, Lansing Michigan 48917, and to the Employer, addressed to East Lansing Public Schools,

Board of Education Office, 501 Burcham Drive, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.

Section 3. Emergency Manager.
An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 et seq., may reject, modify, or terminate this Agreement as provided in that Act.

EAST LANSING PUBLIC SCHOOLS BOARD OF EDUCATION:

PRESIDENT
DATE: 12/08/2025

SECRETARY
DATE: 12/8/25

SUPERINTENDENT
DATE: 12/15/25

CHIEF HUMAN RESOURCES OFFICER
DATE: 12/11/25

FINANCE DIRECTOR
DATE: 12/11/25

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO OF COUNCIL 25:

STAFF REPRESENTATIVE
DATE: 12/4/25

CHAPTER CHAIR
DATE: 12/4/25

BARGAINING COMMITTEE
DATE: 12/2/25

BARGAINING COMMITTEE
DATE: 12/15/25

APPENDIX A

SALARY SCHEDULE 2025- 2027

Schedule A - Salary Schedule			
	2025-26		2026-27
Step	Hourly Rate		Hourly Rate
1	$	22.88	23.57
2	$	23.34	24.04
3	$	23.81	24.52
4	$	24.28	25.01
5	$	24.76	25.50
6	$	25.26	26.02
7	$	25.76	26.53
8	$	26.28	27.07
9	$	26.81	27.61
10	$	27.34	28.16
11	$	27.89	28.73
12	$	28.44	29.29
13	$	29.02	29.89
14	$	29.60	30.49
15	$	30.19	31.10
16	$	30.79	31.71
17+	$	32.02	32.98

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.