

Master Agreement

~~2008-2010~~

2010-2012

Between the Eaton ISD Educational Support
Personnel Association
ECEA/MEA/NEA

and the

Eaton Intermediate School District
Charlotte, Michigan

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AGREEMENT

This Master Agreement entered into between the Board of Education of the Eaton Intermediate School District and/or designee, hereinafter referred to as the "District" and the Eaton ISD Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Association."

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the recognition clause and references to the masculine gender shall include female employees.

ARTICLE 1 - RECOGNITION

A. The District hereby recognizes the Association as the exclusive representative for all full-time and regularly scheduled part-time Paraprofessionals, Related Services Assistants, Home Construction Teacher's Aides, Great Start Readiness Program Paraprofessionals, Physical/Occupational Therapist Assistants, Technicians, Employability Skills Trainers, Technology Assistants, **Financial Assistant**, Program Assistant/Word Processors, Administrative Assistant/Accounting Clerks, Maintenance/Custodial and Courier/Custodian Employees.

Excluded from the bargaining unit are Superintendent's Secretary, Business Office Administrative Assistant, Personnel Administrative Assistant, co-op students, internists, administrative and other executive employees, substitute employees and all others.

Further excluded from the terms and conditions of the Agreement are temporary hourly help not employed on a regular basis. Temporary shall be defined as persons employed to meet seasonal needs or to fill employment demands of a particular temporary situation. A temporary position may be filled with substitutes on a day to day basis for up to ninety (90) workdays. After ninety (90) workdays the position shall be posted unless the District and the Association mutually agree otherwise in writing. Certain grant programs and leaves under Article 9 (Unpaid Leaves), Section C, shall be excluded for up to one school year.

B. Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this agreement, shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full time: A bargaining unit member who is employed at least 30 hours per week.
2. Part time: A bargaining unit member who is employed less than 30 hours per week.
3. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of ninety (90) work days.

C. "Substitute" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including vacation and during the period of time required to post and fill vacancies.

- D. Incidental work performed by administrators or supervisors resembling duties and responsibilities of bargaining unit members shall not be construed as bargaining unit work for the purposes of this Agreement.
- E. The District may continue to use volunteers to supplement the educational program as volunteers have been used historically.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws and applicable state statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - DISTRICT RIGHTS

All policies of the Board of Education on behalf of the District as stated in Board of Education Policies, Board of Education minutes, or as set forth in any manner whatsoever, or powers which heretofore have been properly exercised by it, shall remain unaffected by this Agreement and in full force and effect, unless and until changed by the Board. Any additions thereto, subtractions therefrom or revisions hereof, as the same may be made by the Board from time to time, shall become and remain unaffected by this Agreement and in full force and effect unless changed by the Board. Not by way of limitation but by way of addition, the Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the District which shall be exercised exclusively by the District without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement shall include by way of illustration and not by way of limitation, the right to:

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.

- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3 - ASSOCIATION AND MEMBER RIGHTS

- A. The facilities and equipment of the District shall be available to the Association in accordance with Board policy.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information covered by the Freedom of Information Act and the Public Employment Relations Act.
- C. The private life of an employee is his/her own affair unless his/her conduct shall adversely affect his/her relationship with students or the discharge of his/her professional duties.
- D. The Board hereby agrees that it will comply with Federal laws prohibiting discrimination and with all requirements imposed by or pursuant to regulations of the United States Department of Education.

ARTICLE 4 - AGENCY SHOP

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Association, the amount of which shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct such dues in twenty (20) consecutive pay periods commencing with the second pay period in September of each year. Such sums deducted as dues or as a Representation Benefit Fee,

subject to Subparagraph B hereof, shall be remitted not less frequently than monthly to the Michigan Education Association, accompanied by a list of employees from whom the deductions have been made.

- B. 1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's administrative procedures adopted pursuant to that policy. The Representation Benefit Fee shall be legally permissible amount and shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.
2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid-school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
3. The Association shall hold the Board, District and their administrative employees and agents harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to compromise claims, which may arise under this save harmless clause.
4. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section B.1. above.
5. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section B.1. above shall immediately be considered inoperative.

ARTICLE 5 - COMPENSATION

- A. Wage schedules of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such wage schedules shall remain in effect during the period of this Agreement.

- B. All new employees may be given experience credit on the appropriate wage schedule up to three (3) years as determined by the Superintendent.
- C. Longevity – For employees hired before July 1, 2004, longevity shall be defined as years of service (on the active payroll) in the Eaton Intermediate School District and any Board approved credit granted upon time of employment. For employees hired on or after July 1, 2004, longevity shall be defined as years of service (on the active payroll) employed by the Eaton Intermediate School District. An employee shall receive an annual longevity payment in accordance with the following:

- After 14 years of employment - 4% of hourly wage
- After 18 years of employment - 8% of hourly wage
- After 22 years of employment - 12% of hourly wage

Longevity will be awarded at the start of the fiscal year in which the employee will complete the above noted years of service. These payments are not cumulative. Employees receiving longevity payments, which are greater than the above amounts as of September 1, 1992, shall be grandfathered at the hourly amount they were receiving on that date until such time as they are eligible to be placed on a higher step as defined above.

Effective November 1, 2000, the 12% longevity payment shall be available only to those employees already receiving at least 8%. Persons already receiving the 8% longevity payment shall move to the 12% payment after 22 years of employment. Employees not already receiving any longevity payment or receiving only the 4% payment will not qualify for the 12% payment even if they begin their 22nd year of employment with the district at some point.

- D. Employees who are required by the Administration to use their automobile for their job responsibilities shall receive mileage reimbursement at the same rate as certified employees of the ISD.
- E. An employee shall not accept a fee or any other remuneration for services normally available through the school system.
- F. Honorariums received for services outside the district shall be handled according to the following:
 - 1. If the service is performed outside of regular work hours, the honorarium goes to the employee.
 - 2. If performed within the regular hours, then the honorarium goes to the Board, provided that the portion of the honorarium that exceeds the regular pay shall go to the employee.
- G. Compensation for work performed shall be paid bi-weekly on an hourly basis.

- H. Any employee promoted to a higher paying classification shall be placed on the first wage schedule step, which would give the promoted employee a pay raise.
- I. Employees receiving education credit as of August 26, 1992 shall continue to receive said credit. Any employee working toward credit as of that date may continue working toward the next credit level but shall not be allowed to work toward further credit.
- J. If certificates and licenses are required by the ISD, the ISD will pay for them. If required by an outside party, the bargaining unit member pays.
- K. As of July 1, 2004, vacancies in Technician positions in the Career Education and Employment Services department will be filled with Employability Skills Trainers and compensated according to the salary schedule in Schedule A. However, for purposes of layoff and recall (Article 10), Employability Skills Trainer and Technician will be considered one classification. For Capital Area Michigan Works! Grant funded positions, the District reserves the right to re-open negotiations for Article V, Section K, as necessary, to address cost issues which would result in loss of grant funding. No changes will be made in this article (or related articles) unless mutually agreed to by both parties. Any employee who suffers a financial loss due to a mutually agreed to reduction in the salary schedule shall be entitled to bumping procedures as identified in Article 10, Section B.
- L. ~~For 2008-09 only, employees on the second year of step 10 or higher will receive a one time off schedule payment of \$100.~~ For 2011-12 only, all employees employed as of July 1, 2011 will receive a one time off schedule payment of \$231.

ARTICLE 6 – INSURANCE

- A. For the ~~2008-09~~ 2010-11 school year, the Board shall pay the premium for MESSA ~~Tri Med PAK health insurance.~~ Effective February 1, 2009, MESSA Tri-Med Insurance will be replaced by Choices II, \$5 office visit/\$10 urgent care/\$25 emergency room copays and \$10/\$20 Prescription Health Insurance. Effective August 1, 2011, the health insurance plan will be MESSA Choices II, \$10 office visit/\$25 urgent care/\$50 emergency room and \$10/\$20 prescription. Beginning July 1, 2008 and for the remainder of this contract the ~~The~~ employee shall pay ~~two percent (2%)~~ the percentage listed below of the premium cost for the medical portion of the MESSA Insurance coverage.

| Effective Date | Single | 2-Person | Full Family |
|----------------|--------|----------|-------------|
| 7/1/2010 | 2% | 2% | 2% |
| 7/1/2011 | 8% | 8% | 8% |

The medical portion of the premium will be determined by using the MESSA ~~Tri-Med and Choices II \$10/20~~ premium for the District.

~~Tri Med PAK includes: MESSA Tri Med Health Coverage; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP – 2, LTD (66 2/3, 90 day wait, max \$3,500) and \$1,000 Life Insurance.~~

Choices II Pak includes: MESSA Choices II Health Coverage with \$10/\$20 Prescription coverage; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP2, LTD (66 2/3, 90-day wait, max \$3,500), and \$1,000 Life Insurance.

The Board reserves the right to choose the carrier(s) of insurance programs.

Effective January 1, 2009, for the duration of this contract, during the first 90 calendar days new employees will have the option of participating in the insurance coverage at 50% of the premium cost. Employees will not receive cash in-lieu-of payments during these 90 days. After fulfilling the 90-day wait, new employees will be eligible to participate in insurance coverage at the same level as other bargaining unit members.

Employees may select MESSA Super Care I PAK health insurance in lieu of ~~MESSA Tri-Med PAK~~ or MESSA Choices II \$10/\$20 Pak, but will pay the difference in the Board paid premium cost between MESSA ~~Tri-Med~~/Choices II PAK and the MESSA Super Care I PAK option. If an employee does elect the MESSA Super Care I PAK health insurance, this payment shall be deducted from his/her wages on a per pay basis prior to the time payment is due to the insurance company. Employees electing this option shall sign a payroll deduction authorization form.

Super Care 1 PAK includes: MESSA SC1 Revised 2003; MESSA Delta Dental Care (80/80/80), MESSA Vision VSP2, LTD (66 2/3, 90-day wait, max \$3,500), and \$1,000 life insurance.

- B. Employees not electing health insurance shall receive a cash payment in lieu of the health insurance. Effective ~~7-1-08~~ **July 1, 2010**, the cash in lieu amount will be ~~\$471.94~~ **\$448.42**. Effective ~~February 1, 2009~~ **July 1, 2011** through the length of the contract, the cash in lieu amount will be ~~\$448.42~~ **\$355.72**.

The PAK B includes:

- MESSA Delta Dental Care (80/80/80)
- MESSA Vision VSP – 2
- LTD (66 2/3, 90-day wait, max \$3,500)
- \$1,000 Life Insurance

- C. Payroll deductions shall be available for all additional MESSA, MEAFS and AFLAC programs, and Tax-Deferred Annuity Plans pursuant to Section 403(b) and Section 457 of the Internal Revenue Code.
- D. The Board shall pay the premium for a \$5,000 life insurance program for each employee. Since the MESSA health insurance programs contain the \$5,000 life insurance, the Board shall not be obligated to pay for an additional \$5,000 of life insurance for those employees who choose MESSA coverage.
- E. An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier, provided said employee reimburses the district the cost of the benefits. An employee on an unpaid leave under the Family and Medical Leave Act shall be entitled to paid benefits as provided by the law.

Paid leave days, including days used to supplement Worker's Compensation, will not run concurrently with FMLA leave but must be taken before FMLA leave. There are no cash in-lieu-of payments while on FMLA leave.

- F. Employees who work less than full time shall receive a prorated share of the major medical portion of the fringe benefit package or a prorated portion of the cash in-lieu-of. The dental, vision, LTD and Life insurance premiums shall be paid in full by the Board.
- G. An employee who purchases a short-term disability insurance plan will only be required to use accumulated paid leave time until they are eligible for payment under the plan. Eligibility shall be determined by the carrier.
- H. Individual liability insurance coverage will not be provided by the Board.

ARTICLE 7 - WORK SCHEDULE

- A. The assignment and work schedule of each employee shall be determined by the Administration. Continuing employees shall receive written notice of their tentative assignment for the coming school year no later than July 30th. In the event that changes in such assignments are necessary, all employees affected shall be consulted promptly or notified by registered or certified mail. The Administration shall consult with the Association President or, if the president chooses, a committee of three (3) which would include the president when determining assignments for the subsequent year. Prior to reducing the hours and/or days of employees, the Board shall consult with the Association and give written notice to the affected employee(s).
- B. Paraprofessionals and physical/occupational therapist assistants can generally expect to work the same number of days and hours as the regular school year schedule of the students to which they are assigned, however, the Employer reserves the right to add to, or subtract from the number of days and/or hours any employee is scheduled to work. Except in case of an emergency, the Board shall give written notice to the employee at least ~~five (5)~~ **ten (10)** workdays in advance of any permanent change in the number of days and/or hours. The annual employment letter will reflect the regularly assigned hours of the position.
- C. Any employee working four (4) or more hours per day shall be entitled to a fifteen (15) minute break. Any employee working six (6) or more hours per day shall be entitled to two (2) fifteen (15) minute breaks. Break periods shall be scheduled by the administrator who the employee reports to. Classroom Paraprofessionals, Related Service Assistants and Physical/Occupational Therapist Assistants with two (2) break periods may take the option of a paid thirty (30) minute lunch period in lieu of the break periods if this is agreeable to the employee's supervisor.
- D. Summer work shall be offered to bargaining unit members within the affected classification before outside applicants are considered. In the event the number of bargaining unit members interested in summer work exceeds the number of positions available, assignments will be based on seniority, provided qualifications are met per job descriptions and employee has the skills necessary to perform the current assignment. **For purposes of summer work Related Service Assistant's may use their original paraprofessional start date for seniority.**

Pay for summer work shall be at the regular rate of pay for the classification in which the work is being performed, if the employee is working within his/her classification or in a classification in which the employee has frozen seniority. Existing RSA's will be paid at their RSA wage for summer work. Any RSA hired after January 1, 2011 will be paid at paraprofessional wages based on their step when leaving the paraprofessional classification for summer work.

Pay for summer work outside of the employee's regular classification or a classification in which the employee has no frozen seniority, shall be at the substitute rate of pay. Employees who apply for and work in another classification must be qualified for the work.

- E. Employees shall work the same number of hours on Fridays, as on other workdays.
- F. Employees who leave the District before the end of the fiscal year and who have been paid for more days than the total of actual days worked, plus paid holidays to which they were entitled and paid vacation to which they were entitled, shall have their final paychecks reduced accordingly.

ARTICLE 8 - PAID LEAVES

- A. Sick Leave - On July 1st of each school year, employees shall be credited with sick leave according to the pro-ration chart in Appendix A. In all cases, the unused portion shall accumulate to 120 days. Deductions from this leave shall be made for all absences during work hours due to illness or injury, including appointments with medical professionals.

There shall be no pro-ration of sick, personal, or vacation days for employees on paid sick leave. Employees who have exhausted sick leave and are taking one or more unpaid days for medical reasons will also not be pro-rated. Employees who are off on an unpaid leave at the beginning of a year shall not be credited with additional paid time off; however, if they return to employment during the year, they will be credited with sick leave per Appendix A.

- B. Personal Business Leave - On July 1st of each school year, employees shall be credited with personal leave days per Appendix A. These days may be used at the discretion of the employee, but must be a part of a work schedule approved by the employee's supervisor. Unused personal business leave days will accumulate as sick leave days.
- C. Funeral/Deaths - Absences with pay, not chargeable to sick leave, can apply to the following circumstances:
 - 1. Up to ten (10) days for the death of a spouse, son or daughter.
 - 2. Up to five (5) days for the death of a brother, sister, mother, father, grandchild, father-in-law, mother-in-law or grandparent.
 - 3. Leave not to exceed one (1) day per death to attend the funeral of any person not listed in numbers 1. and 2. above.

- D. ~~Worker's Compensation: Any employee who is injured in the line of duty shall receive such compensation and expenses as are prescribed by the Worker's Compensation Law of the State of Michigan, except that his/her pay shall be adjusted to the difference between regular pay and lost time benefits paid by Worker's Compensation funds. This difference shall be paid to the extent covered by sick leave accumulation. However, the employer agrees to pay for lost time [up to seventy percent (70%) of what the employee would have been paid] due to a work related injury from day one until Worker's Compensation begins.~~

Absence due to injury, illness or disability incurred in the course of the employee's employment shall not be charged against the employee's sick leave except to the extent stated herein. The Board shall pay such employee one-half (1/2) the difference between his/her salary and benefits received under the Michigan's Workers Compensation Act for the duration of such leave. Then the employee may use his/her accumulated personal sick leave to make up the remainder in order to receive an amount equivalent to his/her regular salary. The Board shall pay such employee the difference between his/her salary and benefits received under Michigan's Worker's Compensation Act for the duration of such leave, up to one (1) year.

An employee absent from work because of mumps, measles, scarlet fever, chicken pox, head lice, pink eye, impetigo, or scabies shall suffer no diminution of compensation and shall not be charged with loss of personal sick leave days provided a child under his/her supervision or in his/her building had the same disease at about the same time. The employer may require medical verification from the employee that he/she is in fact suffering from one of the aforementioned diseases.

- E. The Association shall be credited with ten (10) days each year for Association business. The Association shall give the Employer at least forty-eight (48) hours advance notice of such use.
- F. In accordance with the conditions and procedures below, an employee shall earn vacation days.
1. Positions with at least two hundred and fifteen (215) scheduled workdays shall be eligible for earning paid and unpaid vacation.
 2. ~~Unpaid Vacation~~ **Non-Contract Days**: The number of days to be worked shall be listed in each letter of employment for those positions to which this paragraph applies. The number of ~~unpaid vacation~~ **non-contract** days will be the difference between the number of weekdays in the fiscal year (261 in 2008-09, and 261 in 2009-2010) and the total of the following:
 - a. The number of workdays specified in each letter of employment;
 - b. Paid holidays;
 - c. Paid vacation days.

~~Unpaid vacation~~ **Non-Contract days** shall neither increase nor decrease the number of workdays for the employee. When the total of a., b., and c., above is equal to or greater

than the number of weekdays in the fiscal year, then the employee shall not have any ~~unpaid vacation~~ **non-contract** days.

3. **Paid Vacation:** Employees who are scheduled to work at least two hundred and fifteen (215) days shall be eligible for paid vacation according to the following schedule:

| | |
|---|-----------------------|
| 1 st through 4 th years | Two weeks (10 days) |
| 5 th through 9 th years | Three weeks (15 days) |
| 10 th year and beyond | Four weeks (20 days) |

- a. If the number of scheduled workdays, paid holidays, and paid vacation days equals a total in excess of the number of weekdays in any given school year, then paid vacation will reduce the number of workdays by a number equal to the excess. Employees shall not be paid for more days than the total number of weekdays in any given school year.
- b. Employees who qualify for vacation and who are hired to start work after July 15th 1st of a given fiscal year shall be credited with ~~.83 days of vacation per month (or major portion thereof)~~ **days per the chart in Appendix B** for the remainder of that fiscal year. Following the year of initial employment, **full** vacation allotments shall be credited to employees and available for use as of July 1st of each fiscal year.

Employees who have hire dates other than July 1-15 will also receive a proration of the 3rd and 4th week of vacation during the first year in which they qualify for either of them. On July 1st of the fiscal years in which such employees will begin their 5th year and their 10th year of employment, they shall be credited with ~~.42 days of vacation days per the chart in Appendix B for that fiscal year for each month (or major portion thereof) between their individual anniversary dates and July 1st.~~ **Starting with the 6th and the 11th year of employment, full vacation allotments shall be credited to employees and available for use as of July 1 of each fiscal year.**

- c. An employee who has worked for the District for less than five (5) years shall be entitled to a pro-rated portion of his/her vacation allotment upon leaving the employ of the District. The pro-ration shall be calculated on a monthly basis **per the chart in Appendix B**. The employee shall be entitled to the full month's allotment if he/she works past the 15th of a given month.
 - d. An employee who has worked for the District for five (5) years or more, has exhausted his/her vacation allotment, then leaves the employ of the District prior to October 1st of any given fiscal year, shall be considered to have been entitled to only ¼ of the allotted vacation time for that year.
4. Requests for vacation days are to be made to the employee's immediate supervisor at least two (2) weeks in advance. Approval will be granted (or denied) in writing at least five (5) days after the request has been submitted to the employee's supervisor.
 5. Vacation days are intended to be used by the conclusion of each year, by administrative approval, an employee can carry up to 15 unused days into the next year of employment, but they must be used within that period.

- 6. Employees who leave in mid-year, having overdrawn any leave time, shall have appropriate deductions made from payroll, or shall be billed for said overpayment.
- G. Any employee called for jury duty during working hours shall be paid his/her regular wages and the amount received for the duty is retained by the employee.
- H. If severe weather causes the closing of schools, these guidelines will be followed:

- 1. Paraprofessionals, Physical/Occupational Therapist Assistants, and Related Services Assistants following the Meadowview Calendar.

Paraprofessional, Physical/Occupational Therapists and Related Services Assistants following the Meadowview Calendar shall follow the schedule of the district or building to which they are assigned in terms of the closing of school and the rescheduling of any make-up days. The first 30 hours that school is closed (or the number of hours per the current State School Aid Act Section 388.1701(4)), will be considered paid work time. Any subsequent hours will be paid on any rescheduled make up days.

- 2. Other Employees

All other employees who are unable to report on inclement weather days will be credited with two (2) times their normally scheduled daily hours. Hours lost due to severe weather will be deducted from those credited. Unused time does not carry over to the next year.

In the event an employee determines that he/she cannot report for work because of weather conditions, and the hours allotted have been depleted, the employee will be charged with a paid leave day, or can use trade-time. If no paid leave time is available, then unpaid leave will be charged.

- I. Authorized paid leave shall count as hours worked for the purpose of overtime computation.
- J. At the time of retirement, employees covered by this Agreement shall be paid the amount of their daily rate times their accumulated sick leave days, up to a maximum of ~~\$2,600~~ **\$2,700**. ~~The maximum amount is \$2,700 for 2009-10.~~ All personnel wishing to receive this incentive must have been employed by the Eaton Intermediate School District for at least ten (10) years and be eligible to receive Michigan Public School Employees Retirement.
- K. An employee shall not be expected to work, but shall be paid for each of the following twelve (12) holidays that falls within the employee's scheduled work year (after the first scheduled day of work and before the last scheduled day of work).

| | |
|----------------------|----------------|
| July 4 th | Christmas Day |
| Labor Day | Day before New |
| Thanksgiving Day | Year's Day |
| Thanksgiving Day | New Year's Day |
| Friday | Memorial Day |
| Day before Christmas | |

Three (3) additional paid holidays to be mutually agreed upon by the District and the Association at the beginning of each school year [decisions about these three (3) holidays shall be based on the District's calendar for the year.]

1. To be eligible for the holiday pay, an employee must have worked his/her last scheduled day prior to the holiday, and his/her first scheduled day after the holiday, unless the absence was approved in advance by the supervisor.
2. Using paid leave on a day prior to or after a holiday shall count as having worked the day. Any employee showing a pattern of sick day use before and/or after a holiday may be put on notice that in the future doctor verification of illness or injury on such days may be necessary.
3. An employee on an unpaid leave of absence on a given holiday shall not be eligible for holiday pay on that day.
4. Should a holiday fall on a Saturday, Friday shall be considered as the holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday. When Christmas and New Year's Day are on Monday, then the following Tuesdays shall be paid as holidays. If school is scheduled to be in session on any of these days, the parties will meet to determine another day off in lieu of the holiday.
5. Employees may be required to follow a different holiday schedule, but shall be entitled to the same number of paid holidays.
6. Employees who work sporadic schedules (i.e. only certain days of the week instead of each day of the week) shall receive holiday pay based on the following schedule: The number of holiday hours shall be prorated based on the employee's scheduled number of workdays to the number of days worked by a fulltime employee in the classification. For example, if an employee is scheduled to work 2 days per week, 8 hours per day, for 38 weeks, or 76 days per year, he/she shall be entitled to 41% of the hours or 3.28 hours per holiday (76 days per year divided by 184 work days = 41% times 8 hours per day equals 3.28 hours per holiday).

These employees, like all bargaining unit members, must work their regularly scheduled work days before and after the holiday to be eligible for holiday pay. If this contractual requirement is not met and the employee has already been paid for the holiday, a deduction for the holiday pay will be made on his/her next paycheck.

- L. A military leave of absence shall be granted to any employee, upon application, who shall be inducted in, or enlist for, military duty in any branch of the Armed Forces of the United States. An employee will be granted full seniority credit for the time on military leave. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the district during the leave. These rights shall be considered in addition to those provided by law.

ARTICLE 9 - UNPAID LEAVES

- A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. The leave may be renewed upon written request by the employee. The employee will notify the Board at least one (1) month in advance of the date of return.

- B. Any employee interested in applying for an unpaid **non-medical** leave of absence must submit a written application to the Superintendent, which includes the requested beginning and ending date of the leave and the purpose for requesting the leave. The right to grant an unpaid leave, including unpaid days off, rests with the immediate supervisor unless the leave is to last over four (4) consecutive days, in which case, the Superintendent shall make the decision. The denial of a leave request is not subject to the grievance procedure. Sick and personal leave will be prorated for employees taking unpaid, non-medical leaves. The pro-ration shall be done in accordance with Appendix A.

- B. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. The denial of a leave request is not subject to the grievance procedure.

- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to the substitute's position if the leave is for one (1) calendar year or less. Employees who are on leave for more than one (1) calendar year may return to their classification if a vacancy exists on the date the leave expires in the classification they were in at the time of the leave. If no vacancy exists at the expiration of the leave, the employee may apply for vacancies in accordance with Article 11.

- D. Except as noted in Article 8. Section L. Salary schedule credit shall not accrue during unpaid leaves of absence.

- E. An employee may request an early termination of leave. Such requests shall be reviewed by the superintendent and, if granted, shall be with the intent of causing minimal disruption to the District.

- F. In the event of a necessary reduction in staff, the Board may grant a request for leaves of absence provided that the granting of such leave prevents a layoff in the employee's classification.

ARTICLE 10 - LAYOFF, RECALL AND SENIORITY

- A. SENIORITY
 - 1. Seniority shall be defined as the length of continuous service to the District within the following classifications from the employee's last date of hire. Seniority shall accrue and shall be applied within the following classifications:

Program Assistant/Word Processor
Administrative Assistant/Accounting Clerk
Related Services Assistant**
Paraprofessional**
Great Start Readiness Program Paraprofessional
Home Construction Teacher's Aide
Maintenance/Custodial
Courier/Custodian
Technology Assistant
Technician*
Employability Skills Trainer*
Physical/Occupational Therapist Assistant
Financial Assistant

**For purposes of layoff and recall, Employability Skills Trainer and Technician will be considered one classification.*

***For purposes of layoff and recall, Related Service Assistants' seniority will include both RSA and paraprofessional years of service.*

Seniority shall accrue while on an unpaid medical leave or Worker's Compensation leave for up to ninety (90) calendar days.

Seniority shall not accrue while on layoff, or a leave of absence for non-medical reasons.

An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.

Employees working four or more hours per day shall receive full seniority credit. Employees working less than four hours per day shall receive half credit.

Employees working 184 days or more in a year shall receive a full year of seniority credit. Employees working less than 184 days shall be credited with the actual number of days worked in that year. Paraprofessionals working at least the lowest number of workdays in any of the constituent districts will receive a full year's seniority. If during the duration of this contract another employee group falls below the 184 threshold, Administration agrees to meet with the Association leadership to come to an agreement on how seniority will be computed.

Employees having equal seniority within a classification shall be placed on the seniority list in accordance with the following:

- a) Employees having the earlier starting date of work within the bargaining unit shall be considered as having more seniority.
- b) In the event two or more employees share the same starting date of work within the bargaining unit, relative placement on the seniority list shall be determined by lottery.

2. All newly hired employees shall serve a ninety (90) workday probationary period. There shall be no seniority granted to probationary employees. However, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

In the event a probationary employee is absent, the probationary period shall be extended accordingly. Probationary employees are subject to discipline and dismissal at the discretion of the district and shall have no recourse through the grievance procedure.

3. The District shall prepare and post a new seniority list by October 1st of each year. The list will be emailed to all members with hard copies sent to those with no email access. Errors, omissions, and/or deletions in or to the seniority list will be corrected upon discovery.

B. LAYOFF AND RECALL

In the event of a layoff, the following procedure shall be utilized:

1. Reassignment within classification:

In the event a reduction in staff is implemented, employees in affected positions within the above referenced classifications shall be reassigned to the position held by the least senior person within the classification working the same number or more of workdays and hours provided he/she is qualified. In the event no such position exists, the affected employee will be reassigned to the position held by the least senior person within the classification whose regular schedule of workdays and hours is less but most closely coincides with the affected employee's former schedule of hours for which he/she is qualified.

If there are no positions available to the employee that have workdays and hours equal to 80% or more of the employee's previously scheduled workdays and hours, the employee at her/his option may be laid off. If the employee chooses not to be laid off, the employee may choose the position held by the least senior employee whose workdays and hours are less than eighty (80) percent.

2. Reassignment to another classification:

Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section B.1. who (1) opt not to accept a layoff and (2) have frozen seniority within another classification as detailed in Section A.1. or administrative assistant/accounting clerk, related services assistant or maintenance/custodial employees.

Reassignment in such instances shall be implemented in the same manner as under Section B.1. and subject to the same restrictions set forth in Section B.1. Further, the right to reassignment is limited as follows: Secretarial/clerical

employees from the administrative assistant/accounting clerk classification may be reassigned to a position in the program assistant/word processor classification; related services assistants may be reassigned to a position in the paraprofessional classification; and maintenance/custodial employees may be reassigned to a courier/custodian position (even if they have no seniority in that classification), following the procedure in Section B.1. Any employee accepting such a reassignment shall be paid at the step of the wage schedule for the new classification, which results in equal or greater pay, or at the highest rate of pay in the new classification.

- C. Any bargaining unit member whose schedule is reduced by more than one hour per day [over five (5) hours per week] shall have the same rights as outlined in Section B. above.
- D. Employees who are reassigned or are recalled to positions other than those from which they were laid off shall have a forty-five (45) workday trial period in their new position. During this time the Employer shall have the right to determine if the employee is able to perform the new job satisfactorily. If the employee's performance is not satisfactory to the Employer, he/she shall have the right to return to layoff status.
- E. Employees scheduled to be laid off will receive thirty (30) calendar days notice of layoff. Such notice will not apply when the layoff is necessitated by millage failures or work stoppages.

Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have frozen seniority, provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of eighteen (18) months from the effective date of layoff. All rights to employment terminate if a probationary employee is laid off or if a non-probationary employee is not recalled within eighteen (18) months from the effective date of layoff.

Employees will receive a minimum of ten (10) calendar days notice of recall. Such notice will be forwarded to the employee's last known address. Failure to return shall be considered a voluntary resignation. Exceptions may be made by mutual agreement between the Association and District.

- F. For the purposes of this Agreement, qualifications shall be determined by the Superintendent but all qualifications shall be directly related to the position.
- G. Upon recall from layoff, seniority, salary schedule step placement and accumulated sick leave the employee had at the time of layoff shall be restored to the employee.
- H. An employee shall lose the right to recall when the district offers him/her a position in a classification in which he/she has seniority which is substantially equivalent (80% or more in terms of workdays and hours) to that held at the time of layoff and he/she refuses such position.
- I. Insurance benefits continue for the month the employee is laid off and the following month.

ARTICLE 11 - VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position which increases the number of positions within a classification, an unfilled position which the Board decides will be filled or a current position which undergoes a change in classification. The District shall post vacancies within the bargaining unit at all work sites. Interested personnel shall apply in writing within ten (10) workdays from the published date of the vacancy notice.
- B. The most highly qualified applicant for a particular vacancy will be selected by the District, however, when qualifications of both internal and external applicants are equal, the internal applicant with the most seniority will be granted the position.

A successful internal applicant will be placed on a forty-five (45) workday trial period in the new position. During the trial period, the employee may elect to return to his/her former position. Also, during this trial period the employer shall have the right to return the employee to his/her former position if it is determined that he/she is unable to perform the duties of the new job. During the trial period the employee's former position may at the District's option be filled with substitutes, temporary employees or students.

Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for another position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in compensation for the affected employee.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option. In such instances, substitutes will be utilized to temporarily fill the position and the reason for the delay shall be communicated to the Association. However, the bargaining unit member will receive the wage for the new position from the date the Board appoints the employee to the position.
- D. Employees not actively employed in the summer who are interested in being notified of vacancies which arise during the summer must submit a written request to the Superintendent by June 1 of each school year.
- E. In the event an employee is temporarily reassigned for a period in excess of five (5) full consecutive work days to substitute for an absent regular bargaining unit member in a higher paying classification, the reassigned employee will be placed on the first wage schedule step which would give the employee a pay raise.

ARTICLE 12 - EVALUATION

Each non-probationary employee shall be evaluated at least once every three years. The evaluation process and form will be made available to the employee prior to the evaluation. A copy of the completed evaluation shall be provided to the bargaining unit member and a copy shall be placed and retained in the bargaining unit member's personnel file.

ARTICLE 13 - DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Non-probationary employees will not be disciplined or discharged without just cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Association representative when time off or discharge is involved.
- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his Association representative. At the request of the Association representative or employee, the supervisor will meet with the Association representative and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.
- D. No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline unless the employee has been informed of the complaint. An employee may submit a written notation or reply regarding any written complaint put in the employee's file, and the same shall be attached to the file copy of the material in question.

ARTICLE 14 - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation, misapplication or misinterpretation of the expressed terms and conditions of this contract.

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.
- B. The Association shall designate one Association representative per building to handle grievances at Level 1.
- C. The term "days" as used herein shall mean business days ~~on which~~ when Central Office is open.
- D. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants;
 - 2. It shall contain a synopsis of the facts giving rise to the alleged violation;
 - 3. It shall cite the section or subsections of this contract alleged to have been violated;
 - 4. It shall contain the date of the alleged violation;
 - 5. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements will be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. Level One - An employee alleging a violation of the express provisions of this contract shall within fifteen (15) days of its occurrence or knowledge of its occurrence orally discuss the grievance with his immediate supervisor in an attempt to resolve same. The Association representative may be present during these discussions if requested by the grievant.

If no resolution is obtained within three (3) days of the discussion, the Association representative, if in agreement with the grievant, shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two - A copy of the written grievance shall be filed with the Superintendent or his designated agent within five (5) days of the Level One discussion. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative to discuss the grievance. Within five (5) days of the discussion, the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, and the Association representative.

Level Three - In the event the Association is not satisfied with the disposition of the grievance at Level Two, the Association must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days after the receipt of the decision in Level Two.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Association may submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association. If the Association does not submit the matter to the Michigan Employment Relations Commission or American Arbitration Association within sixty (60) days after the receipt of the notice of intent to arbitrate, then the Board may do so if it believes the Association intends to pursue arbitration of the matter.

The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
3. Establish wage schedules.
4. Rule on an issue involving employee evaluation.
5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., Etc.).

6. Rule on any matter involving the discipline or discharge of a probationary employee.
- F. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association, the Board and on all parties. However, whether an arbitrator has exceeded his/her authority is subject to full judicial review.
- G. No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.
- H. The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution.

ARTICLE 15 - SEVERABILITY

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder. It is further agreed that within ten (10) calendar days of notification of a final and binding determination of such illegality, the parties will commence negotiations for a new agreement with respect to the provision determined to be illegal.

ARTICLE 16 - NO STRIKE CLAUSE

- A. The Association and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in this or any other school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.

- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Association and/or certain of its members in violation of Section A.

ARTICLE 17 - ENTIRE AGREEMENT

This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the District and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the District and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 18 - DURATION

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, 2010 **2012**. ~~The 2008-09 wage increases shall be retroactive to July 1, 2008.~~ There is no retroactivity if a person left the District prior to ratification of this contract.

In Witness whereof, the parties have executed this Agreement.

President of the Board

President of the Association

Date

Date

SCHEDULE A - SALARY SCHEDULE

~~2008-2009 is a 1.00% increase over 2007-2008~~

~~2009-2010 is a 1.00% increase over 2008-2009~~

| Paraprofessional | | |
|-------------------------|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 10.68 | 10.79 |
| 2 | 11.49 | 11.60 |
| 3 | 12.33 | 12.45 |
| 4 | 13.39 | 13.52 |
| 5 | 14.24 | 14.38 |
| 6 | 15.22 | 15.37 |
| 7 | 16.19 | 16.35 |
| 8 | 17.09 | 17.26 |
| 9 | 17.86 | 18.04 |
| 10 | 18.89 | 19.08 |

| Great Start Readiness Program Paraprofessional | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 10.68 | 10.79 |
| 2 | 11.49 | 11.60 |
| 3 | 12.33 | 12.45 |
| 4 | 13.39 | 13.52 |
| 5 | 14.24 | 14.38 |
| 6 | 15.22 | 15.37 |
| 7 | 16.19 | 16.35 |
| 8 | 17.09 | 17.26 |
| 9 | 17.86 | 18.04 |
| 10 | 18.89 | 19.08 |

| Home Construction Teacher's Aide | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 10.68 | 10.79 |
| 2 | 11.49 | 11.60 |
| 3 | 12.33 | 12.45 |
| 4 | 13.39 | 13.52 |
| 5 | 14.24 | 14.38 |
| 6 | 15.22 | 15.37 |
| 7 | 16.19 | 16.35 |
| 8 | 17.09 | 17.26 |
| 9 | 17.86 | 18.04 |
| 10 | 18.89 | 19.08 |

| Related Services Assistant With MORE than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 11.92 | 12.04 |
| 2 | 12.77 | 12.90 |
| 3 | 13.67 | 13.81 |
| 4 | 14.77 | 14.92 |
| 5 | 15.68 | 15.84 |
| 6 | 16.59 | 16.76 |
| 7 | 17.57 | 17.75 |
| 8 | 18.64 | 18.83 |
| 9 | 19.77 | 19.97 |
| 10 | 20.95 | 21.16 |

| Related Services Assistant With LESS than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 12.36 | 12.48 |
| 2 | 13.26 | 13.39 |
| 3 | 14.19 | 14.33 |
| 4 | 15.34 | 15.49 |
| 5 | 16.27 | 16.43 |
| 6 | 17.24 | 17.41 |
| 7 | 18.25 | 18.43 |
| 8 | 19.36 | 19.55 |
| 9 | 20.53 | 20.74 |
| 10 | 21.77 | 21.99 |

| Physical/Occupational Therapist Assistant | | |
|--|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 18.84 | 19.03 |
| 2 | 19.92 | 20.12 |
| 3 | 21.39 | 21.60 |
| 4 | 22.49 | 22.71 |
| 5 | 23.62 | 23.86 |
| 6 | 24.80 | 25.05 |
| 7 | 26.03 | 26.29 |
| 8 | 27.27 | 27.54 |
| 9 | 28.54 | 28.83 |
| 10 | 29.90 | 30.20 |

| Maintenance/Custodial | | |
|------------------------------|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 3 | 12.52 | 12.65 |
| 4 | 13.57 | 13.71 |
| 5 | 14.39 | 14.53 |
| 6 | 15.27 | 15.42 |
| 7 | 16.17 | 16.33 |
| 8 | 17.15 | 17.32 |
| 9 | 18.16 | 18.34 |
| 10 | 19.24 | 19.43 |

| Courier/Custodian | | |
|--------------------------|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 3 | 11.08 | 11.19 |
| 4 | 12.02 | 12.14 |
| 5 | 12.74 | 12.87 |
| 6 | 13.51 | 13.65 |
| 7 | 14.31 | 14.45 |
| 8 | 15.17 | 15.32 |
| 9 | 16.07 | 16.23 |
| 10 | 17.02 | 17.19 |

| Technology Assistant | | |
|-----------------------------|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 16.21 | 16.37 |
| 2 | 16.94 | 17.11 |
| 3 | 17.70 | 17.88 |
| 4 | 18.50 | 18.69 |
| 5 | 19.33 | 19.52 |
| 6 | 20.21 | 20.41 |
| 7 | 21.11 | 21.32 |
| 8 | 22.06 | 22.28 |
| 9 | 23.05 | 23.28 |
| 10 | 24.09 | 24.33 |

| Employability Skills Trainer With MORE than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 16.01 | 16.17 |
| 2 | 16.88 | 17.05 |
| 3 | 18.18 | 18.36 |
| 4 | 19.10 | 19.29 |
| 5 | 20.09 | 20.29 |
| 6 | 21.06 | 21.27 |
| 7 | 22.12 | 22.34 |
| 8 | 23.13 | 23.36 |
| 9 | 24.24 | 24.48 |
| 10 | 25.41 | 25.66 |

| Employability Skills Trainer With LESS than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 16.63 | 16.80 |
| 2 | 17.55 | 17.73 |
| 3 | 18.91 | 19.10 |
| 4 | 19.87 | 20.07 |
| 5 | 20.89 | 21.10 |
| 6 | 21.91 | 22.13 |
| 7 | 23.01 | 23.24 |
| 8 | 24.06 | 24.30 |
| 9 | 25.22 | 25.47 |
| 10 | 26.44 | 26.70 |

| Technician With MORE than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 19.32 | 19.51 |
| 2 | 20.24 | 20.44 |
| 3 | 21.25 | 21.46 |
| 4 | 22.25 | 22.47 |
| 5 | 23.31 | 23.54 |
| 6 | 24.42 | 24.66 |
| 7 | 25.28 | 25.53 |
| 8 | 26.15 | 26.41 |
| 9 | 27.00 | 27.27 |
| 10 | 27.84 | 28.12 |

| Technician With LESS than 215 workdays | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 1 | 20.09 | 20.29 |
| 2 | 21.06 | 21.27 |
| 3 | 22.12 | 22.34 |
| 4 | 23.14 | 23.37 |
| 5 | 24.25 | 24.49 |
| 6 | 25.41 | 25.66 |
| 7 | 26.31 | 26.57 |
| 8 | 27.20 | 27.47 |
| 9 | 28.09 | 28.37 |
| 10 | 28.97 | 29.26 |

| Program Assistant/ Word Processor With MORE than 215 workdays | | |
|--|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 3 | 12.11 | 12.23 |
| 4 | 13.09 | 13.22 |
| 5 | 13.90 | 14.04 |
| 6 | 14.75 | 14.90 |
| 7 | 15.61 | 15.77 |
| 8 | 16.53 | 16.70 |
| 9 | 17.52 | 17.70 |
| 10 | 18.57 | 18.76 |

| Program Assistant/ Word Processor With LESS than 215 workdays | | |
|--|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 3 | 12.57 | 12.70 |
| 4 | 13.62 | 13.76 |
| 5 | 14.45 | 14.59 |
| 6 | 15.34 | 15.49 |
| 7 | 16.25 | 16.41 |
| 8 | 17.20 | 17.37 |
| 9 | 18.23 | 18.41 |
| 10 | 19.33 | 19.52 |

| Admin. Assistant/ Accounting Clerk | | |
|---|----------------|----------------|
| Step | 2008-09 | 2009-10 |
| 3 | 12.87 | 13.00 |
| 4 | 13.92 | 14.06 |
| 5 | 14.79 | 14.94 |
| 6 | 15.64 | 15.80 |
| 7 | 16.58 | 16.75 |
| 8 | 17.59 | 17.77 |
| 9 | 18.65 | 18.84 |
| 10 | 19.77 | 19.97 |

SCHEDULE A - SALARY SCHEDULE
2011-12 same as 2010-11 Salary Schedule

| Paraprofessional | |
|-------------------------|----------------|
| Step | 2010-11 |
| 1 | \$10.79 |
| 2 | \$11.60 |
| 3 | \$12.45 |
| 4 | \$13.52 |
| 5 | \$14.38 |
| 6 | \$15.37 |
| 7 | \$16.35 |
| 8 | \$17.26 |
| 9 | \$18.04 |
| 10 | \$19.08 |

| Great Start Readiness Program Paraprofessional | |
|---|----------------|
| Step | 2010-11 |
| 1 | \$10.79 |
| 2 | \$11.60 |
| 3 | \$12.45 |
| 4 | \$13.52 |
| 5 | \$14.38 |
| 6 | \$15.37 |
| 7 | \$16.35 |
| 8 | \$17.26 |
| 9 | \$18.04 |
| 10 | \$19.08 |

| Home Construction Teacher's Aide | |
|---|----------------|
| Step | 2010-11 |
| 1 | \$10.79 |
| 2 | \$11.60 |
| 3 | \$12.45 |
| 4 | \$13.52 |
| 5 | \$14.38 |
| 6 | \$15.37 |
| 7 | \$16.35 |
| 8 | \$17.26 |
| 9 | \$18.04 |
| 10 | \$19.08 |

| Related Services Assistant | |
|------------------------------------|----------------|
| With MORE than 215 workdays | |
| Step | 2010-11 |
| 1 | \$12.04 |
| 2 | \$12.90 |
| 3 | \$13.81 |
| 4 | \$14.92 |
| 5 | \$15.84 |
| 6 | \$16.76 |
| 7 | \$17.75 |
| 8 | \$18.83 |
| 9 | \$19.97 |
| 10 | \$21.16 |

| Related Services Assistant | |
|------------------------------------|----------------|
| With LESS than 215 workdays | |
| Step | 2010-11 |
| 1 | \$12.48 |
| 2 | \$13.39 |
| 3 | \$14.33 |
| 4 | \$15.49 |
| 5 | \$16.43 |
| 6 | \$17.41 |
| 7 | \$18.43 |
| 8 | \$19.55 |
| 9 | \$20.74 |
| 10 | \$21.99 |

| Physical/Occupational Therapist Assistant | |
|--|----------------|
| Step | 2010-11 |
| 1 | \$19.03 |
| 2 | \$20.12 |
| 3 | \$21.60 |
| 4 | \$22.71 |
| 5 | \$23.86 |
| 6 | \$25.05 |
| 7 | \$26.29 |
| 8 | \$27.54 |
| 9 | \$28.83 |
| 10 | \$30.20 |

| Maintenance/Custodial | |
|------------------------------|----------------|
| Step | 2010-11 |
| 3 | \$12.65 |
| 4 | \$13.71 |
| 5 | \$14.53 |
| 6 | \$15.42 |
| 7 | \$16.33 |
| 8 | \$17.32 |
| 9 | \$18.34 |
| 10 | \$19.43 |

| Courier/Custodian | |
|--------------------------|----------------|
| Step | 2010-11 |
| 3 | \$11.19 |
| 4 | \$12.14 |
| 5 | \$12.87 |
| 6 | \$13.65 |
| 7 | \$14.45 |
| 8 | \$15.32 |
| 9 | \$16.23 |
| 10 | \$17.19 |

| Technology Assistant | |
|-----------------------------|----------------|
| Step | 2010-11 |
| 1 | \$16.37 |
| 2 | \$17.11 |
| 3 | \$17.88 |
| 4 | \$18.69 |
| 5 | \$19.52 |
| 6 | \$20.41 |
| 7 | \$21.32 |
| 8 | \$22.28 |
| 9 | \$23.28 |
| 10 | \$24.33 |

| Employability Skills Trainer | |
|-------------------------------------|---------|
| With MORE than 215 workdays | |
| Step | 2010-11 |
| 1 | \$16.17 |
| 2 | \$17.05 |
| 3 | \$18.36 |
| 4 | \$19.29 |
| 5 | \$20.29 |
| 6 | \$21.27 |
| 7 | \$22.34 |
| 8 | \$23.36 |
| 9 | \$24.48 |
| 10 | \$25.66 |

| Employability Skills Trainer | |
|-------------------------------------|---------|
| With LESS than 215 workdays | |
| Step | 2010-11 |
| 1 | \$16.80 |
| 2 | \$17.73 |
| 3 | \$19.10 |
| 4 | \$20.07 |
| 5 | \$21.10 |
| 6 | \$22.13 |
| 7 | \$23.24 |
| 8 | \$24.30 |
| 9 | \$25.47 |
| 10 | \$26.70 |

| Financial Assistant | |
|----------------------------|---------|
| Step | 2010-11 |
| 1 | \$16.17 |
| 2 | \$17.05 |
| 3 | \$18.36 |
| 4 | \$19.29 |
| 5 | \$20.29 |
| 6 | \$21.27 |
| 7 | \$22.34 |
| 8 | \$23.36 |
| 9 | \$24.48 |
| 10 | \$25.66 |

| Technician | |
|-----------------------------|---------|
| With MORE than 215 workdays | |
| Step | 2010-11 |
| 1 | \$19.51 |
| 2 | \$20.44 |
| 3 | \$21.46 |
| 4 | \$22.47 |
| 5 | \$23.54 |
| 6 | \$24.66 |
| 7 | \$25.53 |
| 8 | \$26.41 |
| 9 | \$27.27 |
| 10 | \$28.12 |

| Technician | |
|-----------------------------|---------|
| With LESS than 215 workdays | |
| Step | 2010-11 |
| 1 | \$20.29 |
| 2 | \$21.27 |
| 3 | \$22.34 |
| 4 | \$23.37 |
| 5 | \$24.49 |
| 6 | \$25.66 |
| 7 | \$26.57 |
| 8 | \$27.47 |
| 9 | \$28.37 |
| 10 | \$29.26 |

| Program Assistant/Word Processor | |
|---|---------|
| With MORE than 215 workdays | |
| Step | 2010-11 |
| 3 | \$12.23 |
| 4 | \$13.22 |
| 5 | \$14.04 |
| 6 | \$14.90 |
| 7 | \$15.77 |
| 8 | \$16.70 |
| 9 | \$17.70 |
| 10 | \$18.76 |

| Program Assistant/Word Processor | |
|---|---------|
| With LESS than 215 workdays | |
| Step | 2010-11 |
| 3 | \$12.70 |
| 4 | \$13.76 |
| 5 | \$14.59 |
| 6 | \$15.49 |
| 7 | \$16.41 |
| 8 | \$17.37 |
| 9 | \$18.41 |
| 10 | \$19.52 |

| Admin. Assistant/Accounting Clerk | |
|--|---------|
| Step | 2010-11 |
| 3 | \$13.00 |
| 4 | \$14.06 |
| 5 | \$14.94 |
| 6 | \$15.80 |
| 7 | \$16.75 |
| 8 | \$17.77 |
| 9 | \$18.84 |
| 10 | \$19.97 |

APPENDIX A
Sick and Personal Leave Proration Chart

| Paid Days | Sick Leave Allotment |
|------------------|-----------------------------|
| 0-4 | 0 |
| 5-13 | .5 |
| 14-23 | 1 |
| 24-33 | 1.5 |
| 34-43 | 2 |
| 44-53 | 2.5 |
| 54-63 | 3 |
| 64-73 | 3.5 |
| 74-83 | 4 |
| 84-93 | 4.5 |
| 94-103 | 5 |
| 104-113 | 5.5 |
| 114-123 | 6 |
| 124-133 | 6.5 |
| 134-143 | 7 |
| 144-153 | 7.5 |
| 154-163 | 8 |
| 164-173 | 8.5 |
| 174-183 | 9 |
| 184-190 | 9.5 |
| 191-202 | 10 |
| 203-215 | 10.5 |
| 216-228 | 11 |
| 229-241 | 11.5 |
| 242-260 | 12 |

| Paid Days | PB Allotment |
|------------------|---------------------|
| 0-22 | 0 |
| 23-46 | .25 |
| 47-70 | .5 |
| 71-94 | .75 |
| 95-118 | 1 |
| 119-142 | 1.25 |
| 143-166 | 1.5 |
| 167-190 | 1.75 |
| 191-202 | 2 |
| 203-215 | 2.25 |
| 216-228 | 2.5 |
| 229-241 | 2.75 |
| 242-260 | 3 |

Optional Summer Contract
Sick and Personal Leave Proration Chart

| Paid Days | Sick Leave Allotment |
|------------------|-----------------------------|
| 0-5 | 0 |
| 6-14 | .5 |
| 15-23 | 1 |
| 24-32 | 1.5 |
| 33-42 | 2 |

| Paid Days | PB Allotment |
|------------------|---------------------|
| 0-5 | 0 |
| 6-14 | .25 |
| 15-23 | .5 |
| 24-32 | .75 |
| 33-42 | 1 |

APPENDIX B
Vacation Allotment Calculation
 {Must work >215 Days to be eligible}

| 1st Year of Service | |
|---------------------------------------|-------------------------------|
| Months | Vacation Day Allotment |
| July | 10 |
| Aug | 9 |
| Sept | 8 |
| Oct | 7.50 |
| Nov | 6.50 |
| Dec | 6 |
| Jan | 5 |
| Feb | 4 |
| Mar | 3 |
| Apr | 2.50 |
| May | 2 |
| Jun | 1 |

| 5th Year of Service | |
|---------------------------------------|-------------------------------|
| Months | Vacation Day Allotment |
| July | 15 |
| Aug | 14.50 |
| Sept | 14 |
| Oct | 13.75 |
| Nov | 13.50 |
| Dec | 13 |
| Jan | 12.50 |
| Feb | 12 |
| Mar | 11.50 |
| Apr | 11.25 |
| May | 11 |
| Jun | 10.50 |

| 10th Year of Service | |
|--|-------------------------------|
| Months | Vacation Day Allotment |
| July | 20 |
| Aug | 19.50 |
| Sept | 19 |
| Oct | 18.75 |
| Nov | 18.50 |
| Dec | 18 |
| Jan | 17.50 |
| Feb | 17 |
| Mar | 16.50 |
| Apr | 16.25 |
| May | 16 |
| Jun | 15.50 |