

MASTER AGREEMENT

between the

**EATON RAPIDS
EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
MEA/NEA**

and the

**EATON RAPIDS BOARD
OF EDUCATION**

July 1, 2016 – June 30, 2019

Table of Contents

PREAMBLE	1
ARTICLE 1 - Recognition.....	2
ARTICLE 2 – Board Rights	4
ARTICLE 3 – Association Rights	5
ARTICLE 4 – Payroll Deductions.....	6
ARTICLE 5 – Negotiations Procedures/Special Conference	7
ARTICLE 6 – Grievance Procedure	8
ARTICLE 7 – Employee Rights and Protection.....	11
ARTICLE 8 - Working Conditions.....	13
ARTICLE 9 – Leaves of Absence	19
ARTICLE 10 – Vacancies, Promotions and Transfers.....	25
ARTICLE 11 – Seniority, Layoff and Recall	28
ARTICLE 12 – Holidays and Vacation	34
ARTICLE 13 – Insurance	38
ARTICLE 14 – Compensation.....	40
ARTICLE 15 – Miscellaneous Provisions.....	42
ARTICLE 16 – Duration of Agreement	43
ARTICLE 17 – Binding Effective Agreement	43

APPENDIX A – Wage Rates

APPENDIX B – Grievance Form

PREAMBLE

This Agreement is entered into this 1st day of July, 2016 by and between the Board of Education of the Eaton Rapids Public Schools, hereinafter called the "Board" and the Eaton Rapids Educational Support Personnel Association, hereinafter called the "Association."

It is the purpose of this Agreement to promote and ensure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to ensure true collective bargaining and to establish standards of wages, hours, working conditions, and other conditions of employment.

ARTICLE 1 - Recognition

- A. Pursuant to the Michigan Public Employment Relations Act as amended, the Board hereby recognized the Association as the sole and exclusive bargaining representative for all full-time and regularly employed part-time secretarial personnel, food service personnel, paraprofessional/aide personnel and custodial/maintenance personnel employed by the Board excluding the Superintendent's secretary, the Business Manager's secretary, the accounts payable secretary, the Curriculum Director's secretary, the Special Services Director's secretary, child care paraprofessional/aides, substitutes and supervisory employees as defined by the Act.
- B. The Board and the Association recognize four (4) groups of employees under this Agreement: Secretarial, Food Service, Paraprofessional/aides and Custodial/ Maintenance employees. Within these four (4) employee groups, bargaining work may be performed by employees of the following status:
1. Full-time employee: An employee who is employed at least thirty (30) hours each week on a permanent, daily basis.
 2. Part-time employee: An employee who is employed less than thirty (30) hours each week on a permanent, daily basis.
 3. Probationary employee: An employee who is employed to fill a full or part-time position and serve a probationary period of ninety (90) work days in conformity with the provisions set forth in Article 11 of this Agreement.
 4. Substitute employee: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent. A substitute shall not be employed to fill a bargaining unit position for more than forty (40) consecutive days actually worked in one job classification as set forth in Appendix A each year. However, if the regular employee who is absent will be, or, in the case of accident or illness, might be, returning to work within ninety (90) consecutive days, a substitute may be employed to fill a bargaining unit position for ninety (90) consecutive days actually worked.
After the completion of the foregoing time periods, an individual assigned to such a position shall serve the ninety (90) day probationary period, commencing on the next day of employment. However, if the individual has been assigned to the position for the full amount of the foregoing time periods, either forty (40) or ninety (90) days, the individual shall serve only a forty-five (45) day probationary period, commencing on the next day of employment.
- C. The term "employee" or "member" shall refer to all personnel represented by the Association in the bargaining unit as above defined and shall apply to both female and male personnel.

- D. The Board agrees not to negotiate with any organization other than that designated as the representative of the above employees pursuant to the Michigan Public Employment Relations Act.

ARTICLE 2 - Board Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
1. To executive management and administrative control of the District and its properties and facilities.
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
 3. To determine the hours of employment and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
- B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the Michigan and the United States.

ARTICLE 3 - Association Rights

- A. The parties agree to abide by the Michigan Public Employment Relations Act and all other laws, statutes and the Constitutions of the United States and the State of Michigan.
- B. The Association and its members shall have the right to use school building facilities. The Association shall make arrangements per a District Building Use Form with the building administrator.
- C. The District messenger service and the use of the telephones shall be made available to the Association and its members for Association business. All charges for long distance phone calls for Association business shall be reimbursed to the Employer.
- D. The Board agrees to furnish the Association, in response to reasonable requests, existing information which the Association requires to administer this Agreement and to formulate contract proposals.
- E. Duly authorized representatives of the Association shall be permitted to transact Association business on school property provided that this shall not interfere with normal school operation and/or conflict with normal employee work assignments.
- F. The Association president and those designated by him/her shall be released without loss of pay for up to thirteen (13) days annually provided that reasonable advance prior notice is given to the building administrator and Superintendent. Upon approval of the Superintendent, the Association may use up to two (2) additional days per year provided the Board is reimbursed for the cost of the substitute. Said released time may be used in amounts of not less than one (1) hour per occasion and shall be used to conduct Association business, grievance investigation, and for attendance at meetings of the state or national Association. Parties agree that time for negotiations and arbitration proceedings will be scheduled at times other than regular student attendance hours whenever possible.

In addition to the above thirteen (13) days, with prior approval of the Superintendent, up to eight (8) days may be used by a bargaining unit member who has been elected to a state or national position (MEA/NEA) for attendance at state or national meetings, provided the Board is reimbursed for the cost of the substitute. The Association shall reimburse the District on a current basis those sums paid to the office of retirement Services for all union release time, as required by the state of Michigan.

- G. School Board meeting agendas and minutes shall be made available to the Association President the week of the regularly scheduled Board meeting.
- H. The Board agrees to advise the Association, upon request, of all additions, deletions or changes in the status of members of the bargaining unit. When the Employer hires a new employee, the Association president shall be supplied with the following information

within the employee's first week of employment: name, address, date of hire, social security number, classification, job location, and hours of work.

ARTICLE 4 –Payroll Deductions

- A. Upon appropriate written authorization, the Board shall deduct from the salary of the employee, and make appropriate remittance for annuities, credit union, community chest, charities, and other plans or programs jointly approved by the Association and the Board.

ARTICLE 5 - Negotiation Procedures/Special Conference

- A. This Agreement expressly embodies all agreements written and/or oral between the Board and the Association and is intended to cover all matters which are raised or could have been raised by either of the parties at the time of negotiations.
- B. Matters not specifically covered by this Agreement shall be subject to negotiations only by consent of both parties.
- C. Special Conference. The Employer and the Association shall meet and confer on matters of mutual concern upon written request of either party; however, there shall not be any obligation to meet more than once per month. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to, or detract from the provisions of this Agreement. Meetings shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons except by mutual agreement. Employees shall be paid while attending a special conference, but only if held during their normal working hours.
- D. When negotiations are conducted during regular school hours, release time shall be provided for the Association's Bargaining Committee to attend the negotiating session with the Employer. The Association will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substantial changes thereto, if necessary. The Association shall reimburse the District on a current basis those sums paid to the office of Retirement Services for all union release times as required by the state of Michigan.
- E. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. However, any tentative agreements are subject to ratification by the bargaining unit and the Employer.
- F. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association.
- G. The parties agree to enter into negotiations for a successor Agreement on wages, hours and working conditions at least sixty (60) days prior to the expiration date of this Agreement.

ARTICLE 6 - Grievance Procedure

A. Definitions

1. A grievance shall be an alleged violation of a specific article or section of this Agreement, as claimed by an employee, group of employees or the Association.
2. Working days shall be Monday through Friday excluding holidays.

B. Grievance Procedure

1. Step One: The grievant(s) shall discuss the complaint with the immediate supervisor within five (5) working days of his/her knowledge of the event or occurrence which is the basis for the complaint.
2. Step Two: If the grievance is not satisfactorily resolved at Step One, it shall be reduced to writing and submitted to the grievant's immediate supervisor within five (5) working days of the formal discussion required in Step One. The written grievance shall generally contain the following information:
 - a. The name of the grievant(s).
 - b. The names of all other persons involved in the incident or incidents generating the grievance.
 - c. The number and title of any and all articles of this Agreement alleged to have been violated and by appropriate reference the sections and paragraphs of such articles alleged to have been violated.
 - d. A full statement of the facts giving rise to the grievance.
 - e. The contention of the grievant(s) and of the Association as to how the facts indicate violation of this Agreement.
 - f. The relief requested.

Within five (5) working days of receipt of the written grievance, the immediate supervisor shall submit an answer in writing to the grievant(s) and to the Association Representative. Such answer shall either grant or deny the relief requested.

3. Step Three: If the grievance is not resolved at Step Two, it may be submitted in writing to the Superintendent of Schools within five (5) working days of receipt of the immediate supervisor's written answer.
 - a. Within five (5) working days from the receipt of the grievance, the Superintendent, or his/her designated representative, shall arrange a meeting with the grievant(s) and an Association Representative at a mutually agreeable time and place on school premises. Such meeting shall be for the purpose of discussing the grievance and attempting to resolve it.
 - b. Within five (5) working days after the date of the meeting designated in the paragraph immediately above, the Superintendent or his/her designated representative shall give the Association Representative and the grievant(s) an answer in writing. If further investigation is needed, additional time may be allowed by mutual agreement between the Association Representative and the Superintendent or his/her designated representative.
4. Step Four: If the grievance is not resolved in Step Three, it may be appealed to the Board of Education within five (5) working days after receipt of the written answer in Step Three by the grievant(s). Such appeal shall be by letter delivered to the Superintendent as agent for the Board. The letter shall state the reasons for the appeal and shall be accompanied by a complete grievance record.

Within fifteen (15) working days after receipt of the letter of appeal by the Board, a committee composed of Board members shall meet with the grievant(s) for the purpose of arriving at a mutually satisfactory disposition of the grievance. If no such mutually satisfactory disposition shall result from the meeting, a complete grievance record together with the recommendations of the Board committee shall be reviewed by the Board of Education at its next regular meeting or at any special meeting called prior to the Board's next regular meeting.

5. Step Five: If the Association is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to arbitration.
 - a. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the hearing.
 - b. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
 - c. The arbitrator's decision shall be final and binding on the Employer, Association and employees; provided, however, that this shall not prohibit a

challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his/her jurisdiction, or that such decision was obtained through fraud or other unlawful action.

- d. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
- C. Time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified, will be considered settled on the basis of the decision rendered at the last step. Any grievance upon which no decision is rendered by the District within the time limit specified will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.
- D. Notwithstanding the expiration of this Agreement, any claim or grievance arising prior to the expiration of this contract may be processed through the grievance procedure until resolution.
- E. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated and the arbitrator or the Board may award full reimbursement for all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared by any reference to this action.
- F. A bargaining unit member shall have the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the affected bargaining unit member or any issue in the proceeding in question. Confidential letters of reference secured from outside sources and other matters excluded under MCL 423.501 et. seq. - "Employee Right to Know Act", shall be excluded from inspection.
- G. Nothing contained in this Article shall be construed to prevent any individual employee from presenting a grievance, appealing any grievance, or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with the terms of this Agreement, and providing further that the Association has been given an opportunity to be present at such adjustment. However, notwithstanding the above, no employee shall have the right to proceed to arbitration unless approved by the Association.
- H. Both parties of this Agreement may be represented at any step of this grievance procedure.
- I. In the event that a group of employees with different supervisors shall become grievant, or in the event that the Association shall become a grievant in matters concerning the Association as a whole, it shall consider the Superintendent of Schools as its immediate superior and supervisor for purposes of implementing the grievance procedure.

- J. The Grievance Form is attached to this Agreement as Appendix B. However, the parties may deviate from that form and respond on separate paper or correspondence.

ARTICLE 7 - Employee Rights and Protection

- A. Any written complaint directed toward an employee shall be promptly called to the employee's attention when such complaint is to be made part of the employee's personnel file or a matter of other written record. The employee may submit a written statement to be attached to and filed with the original complaint.
- B. Any case of assault upon an employee, during working hours or arising out of a school situation, shall be promptly reported to the Board or to its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations in connection with the handling of the incident.
- C. At his/her request, an employee shall be entitled to have a representative of the Association present when being reprimanded or disciplined.
- D. No non-probationary employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Dismissal, suspension, and/or other disciplinary action shall be only for just stated causes, which shall be given to the employee in writing, except that verbal reprimands and verbal warnings will not be written. No employee will be deprived of job opportunities for which he/she is eligible, and for which he/she indicated an interest in writing, if such disciplinary action as above is found to be without just cause. The employee shall have the right to defend himself/herself against any and all charges. Among the causes which shall be deemed sufficient for dismissal, suspension, and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of rules. Any such discipline, reprimand, reduction in rank or compensation or deprivation of advantage by the Board or representatives thereof, shall be done in private. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for such action.
- E. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee prior to being inserted into the personnel file. Such signing shall not necessarily be interpreted as agreement with the material. The employee shall have ten (10) work days to submit any written statement for attachment to the material in question and its inclusion in the personnel file. If an employee refuses to sign such a document, it may be placed in the personnel file with a notation by the supervisor recording the date on which an opportunity to sign the document was refused.
- F. An employee shall have the right upon request to review the contents in his/her personnel file. A representative of the Association may accompany the employee in such review.

Privileged information such as confidential credentials and related personal references normally sought at the time of employment and other matters excluded under MCL 423.501 et. seq., "Employees Right to Know Act", shall be exempted from review. Medical records shall be kept separate from the personnel file.

- G. The parties recognize the merits of progressive discipline. It is therefore agreed that any action taken against a non-probationary employee shall be appropriate to the behavior causing said action. Alleged breaches of discipline shall be brought to the employee's attention as promptly as possible.
- H. The private and personal life of an employee is not within the appropriate concern or attention of the Board provided that such shall not interfere with the employee's job performance.
- I. The Board recognizes that appropriate equipment and materials are necessary to complete job tasks. The employees and administrators shall confer from time to time for the purpose of reviewing the selection and use of such tools.
- J. Employees shall be made aware of any identified safety or health hazards in their buildings and any investigation of identified building safety or health hazards. The Employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the requirements of any federal, state or local occupational safety and health acts. The employee shall obey all safety standards set under the Occupational Safety and Health Act and as set by the Employer. Employees are required to promptly notify the Employer of any safety hazards which they believe exist.
- K. The Board and the Association shall not discriminate because of race, religion, creed, color, national origin, handicap, age, sex, marital status, political affiliation, or any other category protected by state and/or federal statute.

ARTICLE 8 - Working Conditions

A. Hours

1. The normal work week for full-time secretary shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday inclusive, for a 52-week, 47-week, 46-week, or 44-week work year.

The normal work week for full-time paraprofessional/aide personnel/clerical aide shall be at least thirty (30) hours consisting of five (5) days of at least six (6) consecutive hours Monday through Friday inclusive. The work year shall coincide with the number of pupil days in the district-wide calendar. All paraprofessional/aides will normally be scheduled on student report days. Additional days may be worked with administrative approval.

The normal work week for full-time food service personnel hired before January 1, 1991 shall be forty (40) hours consisting of five (5) days of at least eight (8) consecutive hours Monday through Friday inclusive for a work year that coincides with the number of pupil days in the district-wide calendar, plus in-service days as is deemed appropriate by the immediate supervisor. When school is not in session and other sites require food service, the hours required will be rotated as equally as possible according to seniority between full time employees. Employees hired on or after January 1, 1991, within the discretion of the Employer may have a workday from four (4) to eight (8) consecutive hours per day on the days specified above. The Employer shall have the right to schedule hours as it deems necessary.

The regularly scheduled workweek for full-time custodial/maintenance personnel shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending at 11:59 p.m. Friday. The normal workday shall be eight (8) consecutive hours.

2. There shall be a specific starting and quitting time, as determined by the Employer.
3. Employees shall be provided at least seven (7) calendar days notification of any change in the normal starting and/or quitting time.
4. Lunch periods.
 - a. For paraprofessional/aides, food service and secretarial/clerical employees who work twenty (20) hours or more per week:

Each employee shall receive a lunch period of at least thirty (30) minutes. If it is uninterrupted and duty-free it shall be an unpaid lunch. Food Service employees and any other employee(s) remaining on duty during lunch shall be paid for the lunch period. The lunch period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee as determined by the Administration.

- b. For custodial/maintenance employees who work twenty (20) hours or more per week:

The day shift shall be allowed one-half (1/2) hour unpaid lunch period; the afternoon and night shift shall receive a one-half (1/2) hour paid lunch period.

- 5. Each employee shall be provided with a fifteen (15) minute uninterrupted relief period for every complete three (3) hours worked. The relief period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee.
- 6. Employees shall be allowed to leave the building and school premises during the lunch period provided the immediate supervisor is notified.
- 7. In the event that schools are closed due to weather, natural disaster or other catastrophic occurrence, employees will operate under the following standards:

- a. Paraprofessional/Aides: If a paraprofessional/aide is requested by his/her building administrator to report for work on a day when school is closed for reasons in the paragraph above, the paraprofessional/aide will be compensated at one and one-half (1-1/2) times his/her regular hourly rate for each hour employed. Paraprofessional/aides called in on such days will receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular rate.

The paraprofessional/aide required to work on "Act of God" days at one and one-half (1-1/2) times his/her normal wage will be paid for an equal number of "Act of God" make-up days if such days are made up within the school calendar. For paraprofessional/aides "Act of God" days that are not required to be made up, compensation will be paid at the regular rate. For days that are required to be made up, compensation will be paid when days are made up.

- b. Secretaries: Secretaries will not be required to work, unless notified otherwise by their immediate supervisor. In the event the secretary is

requested to work, the secretary will be compensated at one and one half (1-1/2) times his/her regular hourly rate for each hour employed. Secretaries employed less than 52

weeks required to work on "Act of God" days will receive regular pay at the time of "Act of God" days plus time and one-half (1-1/2) for hours actually worked.

Secretaries will be compensated for "Act of God" days as they occur and will receive no further compensation when such days are made up.

- c. Food Service: Whenever an "Act of God" day is declared by the Employer because of conditions beyond the Employer's control, the employee will receive a minimum of four (4) hours pay if he/she reports for work before being notified otherwise.
 - (1) Each food service employee covered by the terms of this Agreement shall be eligible to receive pay for "Act of God" days not required to be made up.
 - (2) In the event that the state mandates that "Act of God" days must be made up, the food service employee will be paid when days are made up.
 - d. Custodial/Maintenance: Employees should contact their supervisors on days when school has been closed due to inclement weather or other emergency to determine their work schedule. Employees are expected to work on such days unless excused. If an employee is expected, but unable to report to work, the employee may use vacation leave, personal business leave, sick leave with doctor's note, or previously earned compensation time to be compensated for the absence. An employee who works on an "Act of God" day will be granted an alternative day off with pay to be taken not later than the start of the next school year.
8. The Board of Education agrees that the temperature level of a work area impacts upon the working environment. To this end, the Board agrees to maintain school building offices and employee workstations at temperature settings of 60 degrees minimum and 90 degrees maximum. Whenever the temperature exceeds these settings for longer than a three (3) hour continual period, affected employees will be provided an alternate work site.
 9. Weekend Activities and Building Coverage - A custodial/maintenance employee will ordinarily be present to work when activities are scheduled in a building outside of normal hours. Weekend building use by large groups in Class 2 and Class 3 shall require the presence of a custodial/maintenance employee for supervision of the building and to provide for clean up. Activities under Class I and

small group activities under Class 2 and Class 3 shall not require the presence of custodial personnel unless the activity requires subsequent cleanup to prepare the area for use on the next school day or building supervision. If an exception is sought, it is understood that the Association and Administration will meet to resolve the matter.

Class 1 groups are defined as school-sponsored organizations, 4-H clubs, and scout groups; Class 2 groups are defined as civic organizations - non-profit; and Class 3 groups are defined as private clubs and organizations (see Building Use Procedure). All groups must complete a building use form.

When buildings are in use for a school sponsored activity during times that custodial staff is not normally scheduled to be on duty, the Board may arrange for building coverage by posting changes in assignments or temporarily modifying the custodians' schedule(s) to provide coverage without the need for overtime. Such modifications might include (but are not limited to) assigning a custodian to work during the day on Saturday rather than on Friday evening, changing starting times and ending times of a custodian's shift.

10. Whenever a custodial/maintenance employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is the greater.

B. Assignments

1. Notice of overtime shall be provided to affected employees one (1) day in advance, whenever possible.
2. Only members of the bargaining unit shall perform bargaining unit work, except in cases of temporary necessity, such as instructional training, experimentation, or in case of emergency.
3. The right of contracting or subcontracting is vested in the Employer. Decisions and procedures on sub-contracting are subject to state and federal laws.

C. Training

The employees covered by this Agreement shall attend all educational and safety meetings as scheduled by the Employer.

- D. A sum of \$9,000.00 will be set aside every school year for the purpose of providing training and professional development for support staff employees. The fund will be non-accumulative and not carry over from year to year. The requests for using these funds will

be reviewed by a committee of two persons. One person on the committee will be appointed by the superintendent and the other person will be chosen by the president of ERESPA. Funds will be distributed on a first-come, first-served basis. There will be a \$500.00 limit each year for support staff members. All requests must be pre-approved before the training or course is taken. In the case of college courses, the money will be distributed to the employee after a passing grade is shown to the committee. In the unlikely event that these two persons are unable to agree on a use of the available funding, the superintendent will cast a tie-breaking vote. If there is a general reduction in expenditures across the District, the same percentage will apply to these funds as well.

E. Qualifications of Title 1 Paraprofessionals:

1. Paraprofessionals hired on or before January 8, 2002 and required by the No Child Left Behind Act of 2001, NCLB Act, to meet the requirements of NCLB Act by January 8, 2006 shall be allowed to elect which of the six (6) options below he/she will elect in order to satisfy the requirements.

- a. Completion of at least two years of study at an institution of higher education.
- b. Obtain an associate’s (or higher) degree.
- c. Achievement of a passing score on the following WorkKeys tests:

<u>WorkKeys Test</u>	<u>Score</u>
Reading for Information	4 or better
Applied Mathematics	4 or better
Writing	3 or better

In the event that any of the above passing scores are revised by the Michigan Department or Board of Education, the above contract provision shall be considered to be immediately revised to conform with said revision. Tests results dated prior to said revision shall be considered valid for achievement of a passing score. Achievement of a passing score shall not be invalidated by a subsequent revision of the minimum score for passing. The above three tests may be taken separately and at different times. The employee shall be responsible for arranging for the tests and for the submission of evidence of a passing score.

- d. Achievement of a passing score on the ParaPro Assessment test developed by the Educational Testing Service (ETS). The employee shall be responsible for arranging for the test and for the submission of evidence of a passing score.
- e. Achieve a passing score on the Basic Skills Test of the Michigan Test for Teacher Certification.

- f. Provide a Portfolio Assessment that meets the guidelines adopted by the Michigan Department of Education.
2. If a paraprofessional has been determined by another school district or by the Michigan Department of Education as meeting the requirements of NCLB Act, then he/she shall be considered by his school district as meeting the requirements of NCLB Act.
3. The Employer shall reimburse tests costs to the employee within four (4) weeks after the employee submits a receipt for the costs of taking the tests. If any portion of these tests have to be retaken, that expense will be the responsibility of the employee.
4. An employee subject to the requirements of NCLB Act who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position as soon as such a vacancy occurs; provided he/she does not otherwise apply for and receive a vacancy and further provided that said transfer shall not supersede the vacancy, transfer, layoff or recall provisions of the Agreement.

ARTICLE 9 - Leaves of Absence

A. Paid Leaves

1. All employees shall accrue sick leave per month as follows:

1-9 days worked = ½ day sick leave

10 or more days worked = a full day sick leave (approved paid leave days are counted as days worked)

Support staff who need to use sick leave will be allowed to utilize the full yearly allotment before such time is actually earned. If an employee terminates his/her employment, sick leave will be prorated to reflect unpaid leave time.

- a. Unused sick leave shall accumulate for all employees to a maximum of one hundred thirty (130) days.
- b. Employees shall be granted the use of sick leave for the following:
 - (1) Personal illness or disability.
 - (2) Illness in the immediate family which is defined as spouse, children, parents of the employee and spouse, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law, grandchildren, grandparents, step parents, step children, grandparents-in-law, and others living within the immediate household.
 - (3) Time necessary to fulfill dental, as well as medical appointments, when such appointments cannot be made at any other time subject to the approval of the administration.
 - (4) Time necessary for attendance at the funeral service of a person whose relationship to the employee warrants such attendance subject to the approval of the administration.

- c. Employee's sick and vacation leave hours will be reported on their paychecks. New leave balances will be reported on paychecks no later than August 1 each year.
- d. As a condition for the return from sick leave or leave of absence due to illness or disability, the Board may require written certification of the employee's fitness to return to work from a doctor of medicine or osteopathy who may be the employee's personal physician.
- e. The Board shall be responsible for payment of days used for personal illness up to, but not including, the effective date of long-term disability insurance payments made to the employee by the insurance carrier.
- f. All sick leave used shall be verified by the employee with evidence as that employee's supervisor may require which could include a doctor's verification, when the Employer has reasonable cause to believe that an employee is abusing sick leave. Falsification of such evidence shall be cause for disciplinary action, which may include discharge.

The Employer may place an employee on notice that all future sick leave, for a specified period, will require such written verification, if there is reasonable cause to believe that the employee has abused sick leave.

- g. Medical Examination - The Employer reserves the right to require an employee, at the Employer's expense, if not covered by insurance, to take a physical or mental examination (1) if it should appear that the employee is having difficulty in performing his/her duties, or (2) on return from any leave of absence. The examination shall be given by a doctor selected by the employee. If the Employer is not satisfied with the determination of the designated physician of the employee, it may require a report from a doctor of the Employer's choice. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the second and third opinions shall be paid by the Employer if not covered by the employee's insurance. On the basis of the examination(s), the Employer will take appropriate action.
2. Leave of absence with pay not chargeable against sick leave shall be granted to employees for the following reasons:
- a. A maximum of five (5) normally scheduled working days for a death in the

immediate family: father, mother, spouse, child, parent-in-law, son-in-law, daughter-in-law, brother, sister, brother-in-law or sister-in-law, grandchildren, grandparents, step parents, step children and grandparents-in-law.

- b. Two (2) days (from the date of death through the date of the funeral) for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, subject to the approval of the administration.
 - c. Jury Duty - Employees who are called to serve on jury duty on a regularly scheduled work day will be compensated at their regular rate for the hours scheduled to work, provided the employees remit directly to the Employer all monies received for such service less reimbursed mileage and meal costs, except as may be required by law. An employee shall report to his/her immediate supervisor when excused for the day from attendance at court unless the employee was required to spend four (4) or more hours serving on jury duty. In calculating time spent serving on jury duty, the employee may include travel time in excess of the employee's normal commute.
 - d. Court appearance as a witness in any cases connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any proceeding related to employment.
3. Each bargaining unit member who works twenty (20) hours or more per week shall be granted one (1) personal business day each year to attend to business which cannot be conducted or transacted outside the normal work day. Additionally, a 52-week employee shall receive a second (2nd) personal business day each year.

New employees, after completion of probation, will be granted up to one (1) personal business day per year as follows:

Employed before Dec. 31 = 1 personal business day
Employed after Dec. 31 = ½ personal business day

- a. The employee shall notify his/her immediate supervisor of his/her intent to use personal business leave at least twenty-four (24) hours in advance except in case of emergency.
 - b. Said leave shall not be used on the day preceding and/or following a school or personal vacation period or holiday.
4. Upon resignation, retirement or death, pursuant to the Michigan Public Schools

Employees Retirement System and after completing ten (10) years of employment in the Eaton Rapids Schools as an employee covered by this agreement, the employee shall be paid at one-half (1/2) his/her regular rate for all accumulated sick leave.

B. Unpaid Leaves

1. The following leaves of absence, without pay or benefits, shall be granted by the Board upon written request of the employee for a period not to exceed one (1) year. The leave may be extended for an additional year upon request of the employee and at the discretion of the Board:
 - a. A prolonged illness or disability of the employee or of the employee's spouse, child or parents.
 - b. Child care for the employee's minor children.
 - c. Training related to an employee's regular duties in an approved educational institution.
 - d. National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, providing such employee makes written request for such leave of absence immediately upon receiving their orders to report for such duty.
 - e. Any employee in the bargaining unit who is either elected or appointed to a full-time office or position in the Association whose duties require his/her absence from work, shall be granted a leave of absence for the term of such office or position.
 - f. A leave of absence shall be granted to an employee who entered the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law, with the reinstatement of the employee to be determined in accordance with the provisions of the law granting such rights.
2. A leave of absence without pay or benefits for ten (10) days or less in duration may be granted at the discretion of the Superintendent of Schools. A requested leave of absence greater than ten (10) days will apply to Sections B(1) and B(3).
3. A leave of absence without pay or benefits may be granted by the Board of Education for a period of time not to exceed one (1) year for other reasons.

4. A leave of absence without pay that is not approved by any of the methods in this agreement will be considered “unexcused” and may be cause for disciplinary action upon the second day of such occurrence within a school year. Employees will be notified in writing when they have incurred an unexcused absence. In such cases, the employer will follow a standard of progressive discipline, up to and including discharge.

It is expected that when employees need to take unpaid leave days at the exhaustion of their compensable leave days, that they will follow the prescribed procedures in this Article to secure approval.

C. Other Leave Provisions

1. An employee who meets all of the requirements as herein before specified shall be granted a leave of absence without pay; he/she shall not accumulate seniority during such leave of absence, and he/she shall be entitled to resume his/her regular seniority status earned at the time the leave commenced. An employee returning from an unpaid leave of absence of not more than one (1) calendar year shall be entitled to the position held at the time the leave was granted. An employee returning to work from a leave of absence of more than one (1) year as approved by the Board of Education shall be entitled to the position held by the least senior employee within the job classification for which the employee is qualified. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the Employer.

After twelve (12) consecutive weeks a position open due to an unpaid leave of absence will be posted in accordance with Article 10. During the first twelve (12) consecutive weeks of any unfilled position due to an unpaid leave of absence, the Board of Education shall have the right to employ a substitute employee.

However, in accordance with Article 1 B 4, if a regular employee, who is absent, will be or, in the case of accident or health, might be returning to work within ninety (90) consecutive days, the Board of Education shall have the right to employ a substitute employee for ninety (90) consecutive days actually worked. If, after ninety (90) consecutive days actually worked, the regular employee has not returned to work, the position will be posted in accordance with Article 10, but only as a temporary position, for a period up to one (1) year.

2. Upon return from leave, all rights and benefits under this Agreement shall be restored to the employee.
3. An employee on an unpaid leave of absence shall not have his/her fringe benefits

continued and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, health insurance, holidays and retirement. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Employer. Earned and banked vacation and sick leave shall be frozen.

4. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence.

D. Family Medical Leave

1. The District shall post the most recent release of the Family Medical Leave Act (FMLA) bulletin, as published by the United States Department of Labor, in each building, within ten (10) days of receipt and a copy will be attached to this Agreement. In order to qualify for FMLA leaves an employee must minimally work the required number of annual hours under the Act. (Currently 1250 hours)
2. Upon return from the leave, the employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.
3. An employee may use up to twenty (20) paid sick leave days prior to the start of his/her FMLA leave. FMLA leave shall then run concurrently for the remainder of the leave.
4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

ARTICLE 10 - Vacancies, Promotions and Transfers

A. Postings

1. A vacancy shall be defined as any position, either newly created or a present position that is not filled, that the Board wishes to fill. With at least two (2) weeks written notice of explanation to the ERSPA president, a specific job or type of work may be eliminated or discontinued by the Board.

If, however, the work content of said job or type of work is to be transferred, in whole or in part, to non-unit personnel, said transfer cannot be effected until the Association gives a written release of that work to the Superintendent. In this event, the Association will respond in writing to the Board, within two (2) weeks of receiving written notice. Under no circumstances may any classification be eliminated or discontinued. However, this shall not be construed as to require the Board to employ person(s) in any classification.

2. The Board agrees to post known vacancies in all buildings as soon as they occur. During the summer, the Board will forward a copy of postings to the Association president and to employees who provide stamped, self-addressed envelopes.
3. Any employee may apply for a posted vacancy.
4. Whenever a vacancy or new position occurs within the bargaining unit, the Board shall post the same in each building for at least five (5) work days. The vacancy shall not be permanently filled until after the expiration of the posting period.
5. All vacancies that are posted shall be filled within thirty (30) work days.
6. If a vacancy occurs while there are employees on layoff, the position shall be posted internally before it is offered to those on layoff.

7. The following format shall be used to advertise a position:

- a. Type of work
- b. Place of work
- c. Approximate starting date
- d. Job classification
- e. Rate of pay
- f. Hours to be worked
- g. Minimum qualifications

B. Bargaining unit members will be given full consideration for vacancies. The District will first interview bargaining unit members, prior to interviewing non-bargaining unit members. However, after interviewing bargaining unit members, the District may, in its discretion, interview individuals from outside the bargaining unit. This will not limit or change the right of the District to select the best-qualified candidate for the vacancy.

If after interviewing the candidates the District determines two (2) candidates may be equally qualified for the vacancy and one of the equally-qualified candidates is a bargaining unit member, then the District will award the vacancy to the bargaining unit member. When two (2) bargaining unit members are equally qualified, then the District will award the vacancy to the bargaining unit member with the most seniority.

C. If an employee desires to be transferred, promoted or demoted to a posted position, application shall be made in writing during the posting period.

D. A letter will be sent to each applicant from within the bargaining unit informing him/her of the appointment decision.

E. Involuntary Transfers

1. Normally, involuntary transfers shall not take place without prior discussion with the affected employee and ten (10) days written notice.

2. The parties agree that unrequested transfers are to be minimized and thus unrequested transfers shall be made only for just cause.

3. When a position is eliminated and later reinstated, the employee transferred out of that position shall be offered the job before it is posted.

F. When changing job classifications, an employee shall serve a training and trial period of forty (40) days actually worked. During this training and trial period, if the employee so

requests for any reasons, the employee shall be reinstated in the employee's prior job classification. During this training and trial period if the District determines that the employee is not performing satisfactorily, the District shall inform the employee of the areas of unsatisfactory performance and the employee shall be reinstated in the employee's prior job classification.

This training and trial period shall apply to any additional job classifications which a bargaining unit member obtains in addition to the employee's existing job duties. This training and trial period shall commence on the employee's first day in the position as a regularly scheduled employee and shall not include any days worked as a substitute, casual or temporary employee.

- G. Any person covered under the conditions of this contract shall provide two (2) weeks' notice of intent to resign to his/her building principal or immediate supervisor.
- H. Vacancies which occur within a job classification, that are less than full time shall, prior to posting, be used on a seniority basis to increase the work hours of employees assigned less than 40 hours per week in the same job classification. The prescribed hours needed to accomplish the task and the established work schedule of the employee will determine that employee's availability for increased work hours in that same job classification.
- I. When a new or revised job cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new job classification and a rate of pay for the job classification in question, and shall designate the job classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job classification which has been placed into effect, upon the institution of such job classification.

The new job classification and rate of pay shall be considered as temporary for a period of thirty (30) calendar days, following the date of written notification to the Association. During this thirty (30) calendar day period, but not thereafter during the life of this Agreement, the Association may request in writing that the Employer negotiate the job classification and rate of pay. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary job classification, except as otherwise mutually agreed. In a case where the parties are unable to agree on the job classification and/or rate of pay, the issue may be submitted to the grievance procedure. When a new job classification has been assigned a permanent rate of pay, either as a result of the Association not requesting negotiations for the temporary job classification during the specified period of time, or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new job classification shall be added to and become a part of Appendix A of this Agreement.

- J. Temporary transfers of personnel shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event it is not mutually agreeable to extend the

temporary transfer beyond the thirty (30) calendar days, the position shall then be considered an open position and posted for bidding for interested employees.

- K. Any employee temporarily transferred from his/her job classification to another job classification within the bargaining unit shall be paid at the rate of the position from which he/she is transferred, or at the probationary rate of the position to which he/she is transferred, whichever is higher. After ten (10) consecutive days the rate of pay shall be the rate of the position to which the employee is transferred, or from which the employee is transferred, whichever is higher.
- L. Food Service absences will be filled with the most qualified senior employee who is in the next lower job classification working within the same work site.

An employee who works at more than one job site will be able to move up to the higher job classification, if qualified, at either site. This only applies to positions vacant for the entire day. The remaining open position may then be filled by a substitute.

Regular employees filling a temporary vacancy shall be paid the rate of the higher job classification for all hours actually worked in the higher job classification.

Food service employees shall be given the first right to substitute on a trimester-scheduled work day if they are not scheduled to work on a semester-scheduled work day. Available work will be rotated in seniority order.

M. Temporary Seasonal Positions

The following applies to temporary seasonal positions only:

1. The Board may create temporary positions (of no more than six months' duration) to meet seasonal needs (such as painting or grounds maintenance). Such positions will be posted in accordance with the provisions of Section 10.A.2, as soon as reasonably possible after the need for the project is known.
2. Any bargaining unit member may inform the district by May 30 of each year of their interest in seasonal employment (summer work) for such positions. The District will verify the qualifications of applicants to perform the duties of the position, and upon verification will add the applicant's name to an eligibility list. Candidates will be placed by seniority if qualified for the seasonal position. A list of qualified applicants eligible for each classification of position will be created and maintained, sorted as follows:
 - a. The first sort will be into two groups by employee classification, with those currently holding classification(s) with similar qualification requirements separated from and placed into a higher group than those holding other classifications. (EXAMPLE: For a temporary seasonal painting position,

Custodial/Maintenance Employees would be separated from and placed into a higher group than other employees.)

- b. For the second sort, within each group, qualified applicants who have been offered and accepted the fewest temporary assignments for the current calendar year will be given priority.
 - c. For the third sort, within each sub-group, qualified applicants will be ranked by total seniority within the District, based on last date of hire.
3. Assignments will be offered to qualified applicants based on their position on the list. Provided, however, that the District will not be required to offer a schedule that will result in overtime compensation, nor will the District be required to grant a leave of absence for the purpose of accepting a temporary seasonal position. The Training and Trial Period described in Article 10.F. will apply to any person placed into a position created under this Article. A leave of absence will not be arbitrarily or unreasonably denied.
4. There will be an Equity Committee consisting of an equal number of representatives from the Association and the District administration. This committee will, upon request, hear and consider any objections to the application of this Article if the Association, or a member of the Association, believes that a temporary seasonal position has been created in a way that is intended to favor any employee or group of employees over another (except on the basis of seniority or qualification to perform the duties). The filing of an objection with the Equity Committee is an alternative, rather than in addition, to the remedies under Article 6 of the Agreement (Grievance Procedure).

ARTICLE 11 - Seniority, Layoff and Recall

A. Seniority

1. On or about September 1 of each year, the Board shall publish and distribute to each member of the bargaining unit a copy of the complete seniority list of members of the bargaining unit. Such list shall include all individuals who hold seniority as a result of this Agreement and shall contain date of hire, employee's location, employee group, and job classification. The district shall maintain two (2) seniority lists; one list for those working full time (30 or more hours per week) and one list for those working part-time (less than 30 hours per week). Objections to the seniority list shall be filed within ten (10) days of posting. Thereafter, the list shall be final and conclusive for that school year.
2. In the event that more than one (1) individual within an employee group has the same position on the seniority list, the Board of Education reserves the right to determine who shall have seniority advantage.
3. Seniority shall be measured from the last date of hire. That date shall become the seniority date and number for each employee.
4. Only members of the bargaining unit shall possess, retain or accrue seniority by employee group in the bargaining unit.
5. Probationary Period
 - a. Employees newly hired by the Board or employees new to this bargaining unit shall serve a probationary period for the first ninety (90) days actually worked. A probationary employee shall be eligible for health insurance benefits for which the employee would otherwise be eligible under Article 13, on the first day actually worked.

- i. 4-hour custodial employees will serve two (2) probationary periods of ninety (90) work days each, and will be paid according to the “Part-time custodial staff” salary schedule.
 - b. When an employee completes the probationary period in a satisfactory manner, he/she shall become a member of the bargaining unit and shall be placed on the seniority list and shall rank for seniority purposes from the date of hire.
 - c. Probationary employees shall not come under the terms and conditions of this Agreement. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence. During the probationary period, employees shall be compensated by wages and health insurance (if selected), only and shall not be entitled to receive any other fringe benefits provided under this contract, such as, but not limited to, paid holidays.
 6. Employees in the bargaining unit who move or have moved from one employee group to a different employee group, as established in this contract, shall have their seniority "frozen" at the accrued level attained when the change in employee group occurs and shall begin accruing seniority in the new employee group immediately for layoff and recall purposes. Temporary or substitute work by non-bargaining unit members does not count toward seniority accumulation except for when a temporary employee works in a long-term spot more than twelve (12) consecutive weeks and then is hired to fill a position on a permanent basis and has completed their probationary period.
 7. An employee in the bargaining unit who is promoted outside the bargaining unit shall not accumulate seniority while working outside the bargaining unit. That employee who is transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns to the bargaining unit within one (1) year.

B. Loss of Seniority

An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

1. He/she resigns or quits.
2. He/she is discharged or terminated and not reinstated.
3. He/she retires.
4. Intentionally falsifies his/her employment application.
5. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff.

C. Layoff

1. The term “layoff” shall mean a reduction in the employee work force. Employees who are to be laid off shall be provided with at least fifteen (15) work days written notice.
2. In the event of a reduction in the work force, probationary employees and temporary employees shall be laid off first in the affected employee group. Thereafter, further reduction shall be in accordance with seniority within the affected job classification. Those employees retained will have the ability to perform the work available and possess the necessary skills required for the job.
3. Procedure:
 - a. An employee forced to change jobs as a result of a reduction in work force may exercise seniority within the same job classification and shall displace the least senior person in that job classification, subject to the qualifications set forth above in paragraph C-2.
 - b. If the employee is the least senior person in that job classification, the employee may exercise seniority within another job classification at the same or at a lower salary or hourly rate in the same employee group and shall displace the least senior person in that job classification subject to the qualifications set forth above in paragraph C-2.
 - c. If the employee is the least senior person in a job classification at the same or at a lower salary or hourly rate in that employee group, the employee may exercise any seniority that employee has within another employee group, and shall displace the least senior person in that employee group subject to the qualifications set forth above in paragraph C-2.
 - d. Employees who work less than twenty (20) hours per week may not exercise their seniority to displace an employee who works twenty (20) hours or more per week.

4. In the event of layoff, employees on leave shall be notified by the Board so that such employees may exercise seniority rights.
5. Laid off employees shall have insurance benefits continued by the Board for one (1) month beyond the month in which the layoff became effective. The Board shall continue to pay the insurance premiums beyond that time provided and contingent upon the employee reimbursing the Board in advance for that premium as required by COBRA.

D. Recall

1. Employees shall be recalled in order of seniority within an employee group with the most senior employee being recalled first, subject to the qualifications as set forth above in paragraph C-2.
2. Recall shall be by registered mail to the employee's last known address in his/her personnel record or hand delivered to his/her last known address or in person, with a copy to the Association. An employee receiving recall notice shall have five (5) business days in which to notify the Board of his/her intention to return or to remain on layoff once notice is received by the employee. Failure to notify the Board within the five (5) business days shall result in loss of recall rights and the employee shall be deemed a voluntary quit. An extension to return to work beyond the five (5) business days may be agreed to in writing by the Superintendent and employee.
3. Should the Board reinstate a position that had been eliminated, the employee, if not on layoff, who previously held the position, shall be offered the position before it is offered to laid off employees.

E. Reduction in Work Hours

1. There shall be no reduction in the normal work hours provided for any employee or position without prior notification to the Association.
2. Procedure:
 - a. In the event of a reduction in the work hours of an employee, if that employee has greater seniority and possesses the necessary skills and ability, he/she may maintain his/her normal work schedule by displacing an employee with less seniority in the same job classification. In no event will such employee's work hours be reduced without fifteen (15) days advance written notice.
 - b. If the employee is the least senior person in that job classification, he/she

may maintain his/her normal work schedule by displacing the least senior person in another job classification in the same employee group, or at a lower salary or hourly rate in the same employee group, provided the employee possesses the necessary skills and abilities.

- c. If the employee is the least senior person in a job classification at the same or at a lower salary or hourly rate in that employee group, the employee may maintain his/her normal work schedule by exercising any seniority that employee has within another employee group, displacing the least senior person in that employee group provided the employee possesses the necessary skills and abilities.
- d. Employees who work less than twenty (20) hours per week may not exercise their seniority to displace an employee who works twenty (20) hours or more per week.

ARTICLE 12 - Holidays and Vacation

A. Holidays

After the school calendar is determined, similar adjustments will be made to insure no loss in holidays for bargaining unit members.

- 1. Secretarial/clerical, food service, paraprofessional/aides and custodial/maintenance employees who work twenty (20) or more hours per week shall have the following days off with pay:

Friday before Labor Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Presidents' Day

In the event that school is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay.

Good Friday

1/2 day when classes are scheduled; if no classes are scheduled, all day Good Friday shall be considered a legal holiday.

Friday before Memorial Day

Memorial Day

Independence Day (for those working at that time)

2. Employees working less than twenty (20) hours per week shall have the following day off with pay:

Friday before Labor Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Presidents' Day In the event that school is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay.

Friday before Memorial Day

Memorial Day

Independence Day (for those working at that time)

3. Employees shall receive pay for each such holiday provided that they shall have worked both the employee's scheduled work day immediately preceding and the employee's scheduled work day immediately succeeding such holiday, unless an absence on either of such days is caused by the employee being on paid vacation or by legitimate injury or illness for which written evidence may be required in accordance with Article 9.A.1.f., verifying same within seven (7) work days immediately following the period of absence.

Employees absent from work due to illness or injury compensable under the sick leave, Workers' Compensation and/or insurance provisions of this Agreement and who are otherwise entitled to holiday pay shall be paid their regular holiday pay less the amount paid under the sick leave, Workers' Compensation or insurance provisions of this Agreement.

4. Employees required to work on any of the above-named holidays shall receive time and one-half (1 1/2) for hours worked in addition to the regular holiday pay.
5. Holidays falling within a vacation period shall not be counted as a vacation day, but shall be a paid holiday.
6. The negotiated 'trade day' will be agreed upon annually.

B. Vacations

1. Secretarial employees hired on or after July 1, 2007, who work thirty (30) or more hours per week shall be paid for ten (10) vacation days to be taken during the winter and spring breaks. Secretarial employees hired prior to July 1, 2007, shall have vacation with pay as follows:

- a. Secretarial employees with less than five (5) full years of satisfactory employment shall receive ten (10) days of vacation with pay per year.
 - b. Secretarial employees with five (5) years but less than ten (10) full years of satisfactory employment shall receive fifteen (15) days of vacation with pay per year.
 - c. Secretarial employees with over ten (10) full years of satisfactory employment shall receive twenty (20) days of vacation with pay per year except that a secretary who is scheduled to work less than forty-seven (47) weeks in any year shall not be eligible for this benefit unless he/she has fifteen (15) years of satisfactory employment with the District.
 - d. Beginning July 1, 2005, secretaries will receive their vacation leave hours on July 1 for the school year, which they would normally receive on their hire date anniversary. Vacations should be taken each year. For employees working less than 52 weeks per year, vacation must be taken by July 1. Employees who work 52 weeks per year may use vacation beyond the end of the fiscal year by August 31. However, the employee may choose to carryover up to ten (10) vacation days into the next twelve (12) month period. Employees prevented from using vacation within the foregoing time periods because of an administrative decision, shall be compensated at the employee's regular rate of compensation for the unused portion, unless the employee requests, in writing, to the Personnel Office those days be carried over.
2. Eligibility for vacation time shall be calculated from the employee date of hire within the District.
 3. Upon resignation, termination of service or employment, or transfer to a position requiring fewer working hours or weeks of employment, an employee shall receive at his/her request any unused vacation allowance at his/her current rate of pay.
 4. All vacation time is to be arranged in advance with the administrator in charge of the office in which the employee works, and is to be scheduled in such a manner as to not interfere with the work of that office.
 5. When an employee is on a scheduled vacation and a death in the family occurs, those days shall be considered as funeral leave and the employee shall be entitled to that number of days as vacation.

C. For custodial/maintenance only

1. All twelve (12) month employees covered by this Agreement, who work thirty (30) hours or more per week, who have completed one (1) year of service shall receive one (1) week paid vacation; two (2) years of service shall receive two (2) weeks paid vacation; five years (5) of service shall receive three (3) weeks paid vacation; and ten years (10) of service shall receive four (4) weeks of paid vacation.
2. To be eligible for a vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours in the preceding year. In the event that an employee works less than eighty percent (80%) but more than sixty percent (60%) of his/her regularly scheduled working hours, he/she shall receive pro-rata vacation allowance based on his/her actual percentage of hours worked.
3. Employees terminating employment or on an unpaid leave of absence shall receive pro-rata vacation allowance based on one twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his/her anniversary date of employment and his/her termination date, or commencement of an unpaid leave of absence.
4. Vacation time must be applied for, in writing, and is subject to the approval of the immediate supervisor.
5. Beginning July 1, 2005, custodians will receive their vacation leave hours on July 1 for the school year, which they would normally receive on their hire date anniversary. Vacation should be taken each year. However, the employee may choose to carryover up to ten (10) vacation days into the next twelve (12) month period. Employees prevented from using vacation within the foregoing time periods because of administrative decision shall be compensated at the employee's regular rate of compensation for the unused portion, unless the employee requests, in writing, to the Personnel Office those days be carried over.

ARTICLE 13 - Insurance

- A. For employees who were hired on or before February 13, 2001, the Board shall provide health insurance coverage selected by the Association for self, self and spouse, or full family as described below to the employees who work twenty (20) hours or more per week.

For employees hired on or after February 14, 2001, this coverage will be available only to employees working thirty (30) or more hours per week. This qualification will not change due to an involuntary layoff and recall, but a voluntary quit or a sustained discharge will terminate eligibility for coverage.

Bargaining unit members selecting health insurance shall have the choice of the MESSA Choices II or MESSA ABC 1 (\$1300/\$2600) plan. Upon ratification of this agreement, the District agrees to increase its' health insurance premium contribution to 50% of the difference between the 2013 legislated hard cap amounts and the 2014 legislated hard cap amounts.

Paraprofessional/clerical aide or food service employees hired after June 30, 2007, working more than 30 hours per week, will receive a health care contribution based on the single subscriber rate as indicated above. If the employee chooses not to participate in a health insurance plan, then the employee will receive a cash payment of \$271.47/month. This provision does not apply to secretaries, custodians, and maintenance workers hired after June 30, 2007. Current employees receiving health care benefits will retain those benefits according to the provisions of the contract.

Employee contributions shall be made by payroll deduction. The deduction amount shall be determined by multiplying the monthly employee share (if any) by twelve months, and

dividing that amount by the number of paychecks that the employee is scheduled to receive during the school year. The employee's contribution shall be paid beginning with the first paycheck in September each year.

Employees may participate in the District's "Section 125 Plan" in order to have contributions made on a pre-tax basis through a salary reduction agreement.

- B. Employees who were hired on or before February 13, 2001, working twenty (20) hours or more per week not electing health insurance shall receive \$271.47 per month as a cash benefit.

For employees hired on or after February 14, 2001, this payment will be available only to employees working thirty (30) or more hours per week; employees working more than twenty (20), but less than thirty (30) hours per week shall receive one-half of this amount.

For employees hired on or after July 1, 2007, employees working thirty (30) or more hours per week not electing health insurance shall receive \$271.47 as a cash benefit.

This qualification will not change due to an involuntary layoff and recall, but a voluntary quit or a sustained discharge will terminate eligibility for coverage.

In lieu of cash, these amounts may be applied toward any of the available MESSA options, or may be applied toward a tax sheltered annuity of the employee's choice from among those available in the District as currently approved by the Board. Any remaining difference may be received as cash.

- C. 1. For custodial/maintenance employees who work thirty (30) hours or more per week:

The Board will provide long-term disability insurance for employees covered by this Agreement. Benefits shall begin after a thirty (30) calendar day waiting period or expiration of accumulated sick leave, whichever is greater, and continue at sixty percent (60%) of the employee's current weekly wage to age 65 or lifetime for an automobile accident.

2. For food service, secretarial/clerical, and paraprofessional/aide employees who work twenty (20) hours or more per week hired on or before June 30, 2007, and for food service, secretarial/clerical, and paraprofessional/aide employees who work thirty (30) or more hours per week hired on or after July 1, 2007:

The Board shall provide, without cost to the employee, long-term disability insurance with a benefit percentage of 66 2/3% with a qualifying period of sixty (60) calendar days.

- D. Health insurance benefits shall take effect on the first day of the month following the first

date of eligibility. All other benefits described in this Agreement take effect the first day of the month following completion of the probationary period, provided that the employee is not eligible for coverage as a dependent under an insurance program.

- E. All employees shall be provided \$10,000 life insurance, including AD&D, at no cost to the employee.

ARTICLE 14 - Compensation

- A. Employees shall be engaged in the type of work and classification as set forth in Appendix A and shall be compensated in accordance with said Appendix.
 - 1. Salaries shall be paid every two weeks on a payday which conforms to the pay schedules for all employees of the school system. A salaried secretarial/clerical employee working less than 52 weeks per year may elect to be paid on a 26-pay period basis. An employee electing to change this option must notify the District no later than August 15.
 - 2. Salaries shall be calculated according to the salary schedules and other provisions of this Agreement.
 - 3. Payroll deductions shall be made as required by law, governmental regulation and this Agreement.
- B. Overtime
 - 1. Excepting for custodial/maintenance employees, time and one-half (1 1/2) shall be paid for all work over eight (8) hours in any one day or over forty (40) hours in any one week. Double time shall be paid for all hours worked on Sunday. There shall not be any pyramiding or compounding of overtime.
 - 2. Overtime rates for custodial/maintenance employees will be paid as follows: time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period; all time worked in excess of forty (40) hours in one

work week, for which overtime has not already been earned. There shall not be any pyramiding or compounding of overtime.

3. Overtime for custodial/maintenance employees shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work. Overtime is not guaranteed by the Employer.
 4. Overtime for full time food service employees shall be divided and rotated as equally as possible within the building according to seniority between full time employees.
- C. An employee using his/her personal vehicle at the request of the District shall be compensated at the IRS rate. Any change shall be effective thirty (30) days after it is published by the IRS and shall not be paid retroactively.
- D. In addition to the regular weekly salary, employees covered by this Agreement who work twenty (20) hours or more per week in a single classification shall receive a longevity payment for service rendered to the Employer. Involuntary layoff shall be calculated as time worked. The amount of such payment shall be calculated from the last date of hire according to the following:
- \$.35 per hour after five (5) years;
 - \$.55 per hour after ten (10) years;
 - \$.75 per hour after fifteen (15) years;
 - \$.95 per hour after twenty (20) years and;
 - \$1.05 per hour after twenty-five (25) years.
- E. The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund.
- F. New employees shall be hired in at the probationary rate of pay. All employees shall advance on the salary schedule on July 1 of each year unless:
1. An employee is on probation as of July 1, or
 2. An employee has reached the maximum pay for his/her classification.
- G. The probationary rate is applicable for the first ninety (90) days actually worked.
- H. Food service employees who work a minimum of twenty (20) hours per week covered by this Agreement shall be eligible to receive a maximum yearly reimbursement of one-

hundred and seventy (\$170.00) dollars for needed uniform purchases. Payment will be prorated on the basis of 1/180th of the sum for the year, paid for each day worked during the year.

- I. Employees may work in different employment classifications covered by this collective bargaining agreement. Hours worked in more than one employment classification cannot be added or combined in order to meet the minimum work hour requirement to be eligible for insurance benefits.

ARTICLE 15 - Miscellaneous Provisions

- A. If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Association at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any individual contract heretofore in effect. All future individual contracts shall be made expressly subject to the terms of this Agreement.
- C. This Agreement is subject to amendment, alteration, waiver or modification only by a subsequent written agreement between, and executed by, the District and the Association. Means of execution by each party shall be governed by the rules, regulations and/or bylaws of each party.
- D. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.
- E. The Association agrees that neither the Association, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

- F. The Board and the Association declare their mutual commitment to school improvement in the enhancement of instructional and support services delivered to the District's students.

In accordance with these objectives, the undersigned parties agree as follows:

- 1. Each support staff representative will receive a \$150 stipend for each year of participation.

- G. The Association and the Board agree to establish a Labor Relations Committee, which shall meet at a minimum of every other month.

- H. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et. Seq. may reject, modify or terminate this Agreement as provided in that Act. This clause is included in the Agreement because it is legally required by state law.

ARTICLE 16 - Duration of Agreement

- A. This Agreement shall be effective as of July 1, 2016 and shall continue in effect for all terms and conditions for three (3) years, until the 30th day of June, 2019
- B. The Board and the Association agree to meet and negotiate a successor contract prior to April 1, 2019.

ARTICLE 17 - Binding Effective Agreement

This Agreement shall be binding upon the parties hereto, their successors and assigns.

FOR EATON RAPIDS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

President

Chief Negotiator

Date

Date

FOR EATON RAPIDS BOARD OF EDUCATION:

Superintendent

Human Resources Coordinator

Date

Date

APPENDIX A

2016-2017: Employees will receive longevity and an off-schedule payment of .10 (ten cents) per hour. Employees will not receive steps.

2017-2018: All Eligible employees will half a step and longevity. Employees at the top of the pay scale will receive and off-schedule payment of .065 (six and 1/2 cents) per hour.

2018-2019: All Eligible employees will half a step and longevity. Employees at the top of the pay scale will receive and off-schedule payment of .065 (six and 1/2 cents) per hour.

The off schedule payment will be paid at the pay closet to Christmas during each year of this Agreement.

2016-2019 Wage Rates -- Aide-Clerical/Instructional														
Step	Prob	1	2	3	4	5	6	7	8	9	10	11	12	13
Alt/Gen Ed Paraprofessional	9.66	9.66	9.85	10.06	10.26	10.46	10.56	10.66	10.75	10.85	10.96	11.06	11.15	11.36
Clerical Asst.	9.66	10.41	10.62	10.83	11.05	11.27	11.37	11.49	11.59	11.70	11.80	11.91	12.02	12.24
Health Care/Asst Instructional	9.66	9.66	9.85	10.06	10.26	10.46	10.56	10.66	10.75	10.85	10.96	11.06	11.15	11.36
Media Techs	11.10	11.96	12.19	12.30	12.42	12.54	12.66	12.77	12.89	13.01	13.14	13.27	13.40	13.66
Reading/Math Paraprofessional	9.66	9.66	9.85	10.06	10.26	10.46	10.56	10.66	10.75	10.85	10.96	11.06	11.15	11.36
Special Services Paraprofessional	9.66	9.66	9.85	10.06	10.26	10.46	10.56	10.66	10.75	10.85	10.96	11.06	11.15	11.36

2016-2019 Wage Rates -- Paraprofessional/Aide-Non-Instructional														
Step	Prob	1	2	3	4	5	6	7	8	9	10	11	12	13
Lunch/Playground Parapro (<20 hrs)	8.97	8.97	9.15	9.33	9.52	9.70	9.79	9.88	9.98	10.07	10.16	10.25	10.34	10.53
Lunch/Playground Parapro (<20 hrs) January 1, 2018	9.25	9.25	9.29	9.33	9.52	9.70	9.79	9.88	9.98	10.07	10.16	10.25	10.34	10.53
Part time Office Parapro (<20 hrs)	8.97	8.97	9.15	9.33	9.52	9.70	9.79	9.88	9.98	10.07	10.16	10.25	10.34	10.53
Part time Office Parapro (<20 hrs) January 1, 2018	9.25	9.25	9.29	9.33	9.52	9.70	9.79	9.88	9.88	10.07	10.16	10.25	10.34	10.53

2016-2019 Wage Rates -- Custodial/Maintenance														
Step	Prob	1	2	3	4	5	6	7	8	9	10	11	12	13
Bldg Eng Elem/Comm Ed	12.36	13.34	13.62	13.90	14.18	14.47	14.60	14.74	14.88	15.02	15.16	15.30	15.43	15.73
Bldg Eng High School	12.69	13.69	13.98	14.26	14.56	14.84	14.99	15.13	15.27	15.41	15.56	15.70	15.84	16.14
Bldg Eng MS/5-6	12.69	13.69	13.98	14.26	14.56	14.84	14.99	15.13	15.27	15.41	15.56	15.70	15.84	16.14
Custodian	12.00	12.95	13.22	13.49	13.76	14.03	14.16	14.30	14.43	14.57	14.70	14.84	14.98	15.25
Maintenance Technician	15.81	17.08	17.43	17.80	18.16	18.51	18.70	18.88	19.06	19.24	19.42	19.60	19.78	20.16
General Maintenance	13.19	14.24	14.54	14.83	15.14	15.43	15.59	15.73	15.88	16.04	16.18	16.33	16.48	16.79
Grounds/General Maintenance	12.36	13.34	13.62	13.89	14.17	14.45	14.59	14.73	14.87	15.02	15.14	15.29	15.43	15.71
Pool Operator	12.36	13.34	13.62	13.90	14.18	14.47	14.60	14.74	14.88	15.02	15.16	15.30	15.43	15.73
Utility Maintenance	12.00	12.95	13.22	13.49	13.76	14.03	14.16	14.30	14.43	14.57	14.70	14.84	14.98	15.25

Part-time Custodial Staff Hired After 8-15-2009								
Step	Probation 1	Probation 2	1	2	3	4	5	6
Part-Time Custodian	10.00	11.00	12.00	12.95	13.22	13.49	13.76	14.03
Step, Continued	7	8	9	10	11	12	13	14
Part-Time Custodian	14.16	14.30	14.43	14.57	14.70	14.84	14.98	15.25

2016-2019 Wage Rates – Secretary														
Step	Prob	1	2	3	4	5	6	7	8	9	10	11	12	13
Community Ed Secretary	12.91	13.94	14.23	14.53	14.82	15.11	15.26	15.40	15.55	15.70	15.84	15.99	16.13	16.44
Secretary to Asst Principal	12.91	13.94	14.23	14.53	14.82	15.11	15.26	15.40	15.55	15.70	15.84	15.99	16.13	16.44
Secretary to Athletic Director	12.91	13.94	14.23	14.53	14.82	15.11	15.26	15.40	15.55	15.70	15.84	15.99	16.13	16.44
Sec to Bldg Principal	12.91	13.94	14.23	14.53	14.82	15.11	15.26	15.40	15.55	15.70	15.84	15.99	16.13	16.44
Student Services Secretary	12.91	13.94	14.23	14.53	14.82	15.11	15.26	15.40	15.55	15.70	15.84	15.99	16.13	16.44

2016-2019 Wage Rates -- Food Service														
Step	Prob	1	2	3	4	5	6	7	8	9	10	11	12	13
Baker	9.43	10.16	10.36	10.58	10.78	11.00	11.10	11.21	11.31	11.42	11.53	11.63	11.73	11.95
Cook	9.43	10.16	10.36	10.58	10.78	11.00	11.10	11.21	11.31	11.42	11.53	11.63	11.73	11.95
Cafeteria Helper	9.26	9.26	9.46	9.64	9.83	10.03	10.12	10.21	10.31	10.41	10.50	10.60	10.69	10.88
Cafeteria Helper/Driver	9.43	10.16	10.36	10.58	10.78	11.00	11.10	11.21	11.31	11.42	11.53	11.63	11.73	11.95
FS Coordinator	10.99	11.85	12.10	12.34	12.59	12.83	12.97	13.09	13.21	13.33	13.46	13.58	13.70	13.95
Head Cook	10.99	11.85	12.10	12.34	12.59	12.83	12.97	13.09	13.21	13.33	13.46	13.58	13.70	13.95
Head Baker	10.02	10.80	11.03	11.25	11.48	11.70	11.81	11.93	12.04	12.15	12.26	12.37	12.49	12.72
Head Salad Maker	10.02	10.80	11.03	11.25	11.48	11.70	11.81	11.93	12.04	12.15	12.26	12.37	12.49	12.72
Salad Maker	9.43	10.16	10.36	10.58	10.78	11.00	11.10	11.21	11.31	11.42	11.53	11.63	11.73	11.95

APPENDIX B

**EATON RAPIDS SUPPORT PERSONNEL ASSOCIATION
GRIEVANCE FORM**

Grievance # _____

Distribution of Form

1. Principal
2. Association
3. Grievant

STEP ONE:

Date of discussion with immediate supervisor: _____

STEP TWO:

Name of Grievant: _____

Other(s) involved in incident: _____

Article(s) alleged to have been violated: _____

Statement of facts giving rise to the grievance: _____

Statement as to how facts indicate violation of the Agreement: _____

Relief Sought: _____

Signature of Grievant

Date

Date submitted to immediate supervisor: _____

Answer of immediate supervisor: _____

Requested Relief: _____ Granted _____ Denied

Signature of Supervisor

Date

STEP THREE:

Date submitted to Superintendent: _____

Date of meeting with Superintendent: _____

Answer from Superintendent: _____

Signature

Date

STEP FOUR:

Date appealed to Board of Education: _____

Reason(s) for the Appeal: _____

Signature of ERESPA Representative

Date

Date of meeting with committee of the Board: _____

Disposition of the grievance: _____

Recommendation(s) to the Board: _____

Signature of Board Member

Date

Date of Board meeting: _____

Disposition of the grievance: _____

Signature of Board Member

Date

STEP FIVE:

Date submitted to arbitration: _____