

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

EAU CLAIRE PUBLIC SCHOOLS

AND THE

MICHIGAN EDUCATION SUPPORT PERSONNEL  
ASSOCIATION  
MEA/NEA

2015-2018

## ARTICLE 1

### Purpose

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

## ARTICLE 2

Pursuant to and in accordance with all applicable provisions of “The Michigan Public Employment Relations Act (P.E.R.A), as amended, the Board of Education of the Eau Claire Public Schools “the Board or Employer” recognizes the Michigan Education Support Personnel Association, MEA/NEA “the Union” as the sole and exclusive representative for the purpose of collective bargaining as to wages, hours and other terms and conditions of employment for the following:

- A. All full-time and regular part-time custodial/maintenance, food service Employees, and paraprofessionals excluding, casual, substitute, student or seasonal Employees, supervisors, and all other Employees.
  - 1. Full-Time: An Employee who is employed at least thirty (30) hours per week.
  - 2. Part-Time: An Employee who is employed less than thirty (30) hours per week.
  - 3. School-Year Employee: An Employee employed to work at least one hundred seventy (170) days and whose employment general follows the school calendar.
  - 4. Full-Year Employee: An Employee who is employed on a twelve (12) month basis.

ARTICLE 3  
Union Rights

A. Employee Steward:

1. The Employees shall be represented by Stewards, one from each classification, who shall be chosen or selected in a manner determined by the Employees and the Union.
2. Upon permission being granted by the Administration and reasonable arrangements being made, a Steward may be allowed time off with pay for the purpose of investigating and processing grievances or attendance at negotiation sessions with the Board's representatives when so required. The Union shall reimburse the District on a current basis Those sums paid to the Retirement Board for the Employee's released time.
3. A newly-hired Employee shall be furnished the name of his/her Steward upon starting to work.

B. Visitation:

Upon request by the Union and the presentation of proper credentials to the Superintendent or designee, officers or accredited representatives of the Union may be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether this Agreement is being observed by the parties or for assisting in the adjusting of grievances; provided, that said observation shall not be in areas which would be detrimental to the management and function of the District and its students.

C. Bulletin Board:

The Board will furnish for the local Union a bulletin board for the Posting of Union information.

D. Use of Facilities and Equipment:

The Union shall have the right to use school facilities for meetings and school equipment, including computers and related equipment, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies.

ARTICLE 4  
Management Rights

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished by the Board without prior negotiations with the Union, either as to the taking of action under such rights, as to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control the District's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.
2. Continue its rights of assignment and direction of work to all of its personnel, determine the number of shifts, hours of work, starting times, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge Employees, transfer Employees, assign work, determine the size of the work force, and to layoff Employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work or changes therein, the institution of new and/or improved methods or changes therein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of Employees, including essential job functions.
7. Determine the source of materials and supplies.
8. Determine the policy affecting the selections, testing, or training of Employees, provided that such selection is based on lawful criteria.
9. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, 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 terms conform with the Constitution and Laws of the United States. This Agreement shall not deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School laws or any other national, state, county, District, or local laws or regulations as they pertain to education.

## ARTICLE 5 Jurisdiction

- A. Employees, not covered by the terms of this Agreement, may temporarily perform work covered by this Agreement only for the purposes of instructional training, experimentation, or in the case where there would be no Employee in the bargaining unit available to perform such work (except for the work that has been historically performed within the buildings and on the grounds during the spring and summer vacation periods).

In interpreting Article 5, the Board shall have the right to use Students during normal school vacation periods as it has in the past and also to utilize the services of the shop teacher as a carpenter providing materials and services about the school premises.

- B. Any student working in conjunction with an assigned custodian within a building shall be under the direction of the custodian in charge of the area.
- C. Whenever there are extra activities scheduled in the kitchen and there is no regular cafeteria Employee scheduled during said activity, the Employer shall assign supervisory personnel to cover such activity. Not-for profit activities shall be excluded from this provision.
- D.
  - 1. Whenever there are extra activities, the Employer shall assign supervisory personnel to cover such activity. To facilitate proper maintenance, a regular custodian shall be assigned to cover the last three (3) hours of such activity if scheduled to proceed beyond six (6) hours. When the Board underwrites the activity at its cost, the Employer may assign a regular custodian to cover such activity, provided such assignment is consistent with Article 13, Section E.
  - 2. During the summer months when custodial and maintenance staff work the 7 a.m. to 3 p.m. shift, the Board may assign a custodian to cover regular and special School Board meetings.

## ARTICLE 6

### Seniority

- A. A newly-hired Employee shall be on probationary status for sixty (60) working days taken from and including the first day of employment. If at any time before the completion of the sixty (60) working day probationary period the Employee's work is unsatisfactory, he/she may be dismissed by the Employer during this period without appeal by the Union. Probationary Employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent and such Employee shall not have completed his/her

probationary period until these additional days have been worked.

- B. Upon satisfactory completion of the probationary period, the Employee's seniority date shall be retroactive to the first working day. If two or more Employees begin work on the same working day, such Employees shall be placed on the seniority list, based on the first letter of their last name (Example: Able would have more seniority than Brown).
- C. An Employee will lose his/her seniority for the following reasons:
  - 1. Resignation
  - 2. Discharge for cause.
  - 3. Absent for three (3) consecutive working days without notifying the Employer.
  - 4. If an Employee does not return from sick leave or leave of absence on the date he/she is due to return, except if such Employee notifies the Employer by not later than forty-eight (48) hours before the date the Employee is scheduled to return to work.
- D. Seniority shall be retained but shall cease to accumulate for an Employee who is transferred to a supervisory position, with that Employee having the right to exercise his/her seniority and return to the bargaining unit by giving the Employer two (2) weeks advance notice if the Employee vacates a supervisory position.
- E. An agreed-to-seniority-list shall be made available to each Employee covered by this Agreement on or about July 1, of each Year. Such list shall contain hire date, Employee's location, and classification. The seniority date, in each case, shall be as of the first working day from the Employee's last hire date in the bargaining unit.

ARTICLE 7  
Vacancies and Transfers

- A. A vacancy is defined as a newly-created position in the bargaining Unit or a bargaining unit position which is to be continued following a retirement, resignation, or other termination and is to be filled by transfer or new hire. Notice of all vacancies shall be posted on Employee bulleting boards within one (1) pay period from the date of vacancy, and the Employees shall be given five (5) working days' time in which to make application to fill the vacancy. The senior Employee making application shall be transferred to fill the vacancy provided he/she has the necessary qualification to perform the duties of the job involved. Vacancies are to be posted in the following manner: the type of work, the place of work, the start date, the pay rate, the hours to be worked, and the classification(s). The Employer retains the right to occupy the vacancy with a substitute for up to thirty (30) calendar days. If the Employer is unable to fill the vacancy within the thirty (30) calendar day period, an additional twenty (20) day period shall be permitted upon providing the Union with documentation of efforts to fill the position.
- B. Any Employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which he/she transferred, or the rate of the position to which he/she is transferred, whichever is higher.
- C. A temporary transfer shall be a period of no longer than thirty (30) calendar days, except if both parties mutually agree to an extension of the thirty (30) calendar day time period. If it is not mutually agreed upon to extend the temporary transfer beyond the thirty (30) calendar days, the position shall be considered open and posted for bidding.
- D. New Jobs:
1. The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term

of this Agreement. If the parties cannot mutually agree on the proper placement into an existing classification the Employer shall place into effect a new classification and pay rate for the job in question, and shall designate the classification and pay rate as temporary.

The Employer shall notify the Union, in writing, of any such temporary job which has been placed into effect upon the institution of such job.

2. The new classification and pay rate shall be considered as temporary for a period of thirty (30) calendar days following the date of written notification to the Union. During this thirty (30)-calendar-day-period, but not thereafter during this Agreement, the Union may request, in writing, the Employer to negotiate the classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the Employee first began working in the temporary classification, except as otherwise mutually agreed. When a new classification has been assigned a permanent pay rate, either as result of the Union not requesting negotiations for the temporary classification, during the specified period of time, or as a result of final negotiations, the new classification shall be added to and become a part of Schedule A of this Agreement.

## ARTICLE 8

### Reduction In Personnel, Lay-Off and Recall

- A. Lay-off is defined as a reduction in the work force beyond normal attrition rate when the Employer determines that such a reduction is necessary.
- B. When the Employer determines that it is necessary to reduce the work force, the Employee(s) to be laid off shall be notified of the lay-off at least twenty-one (21) calendar days before the effective date of the layoff.

- C. In the event of a reduction in the work force, the Employer shall first layoff probationary Employees within the classification being reduced. Should further reduction of the classification occur, the least senior Employee(s) shall be reduced provided there are more senior Employees remaining who are qualified and able to perform the duties of the available position. No new Employee or substitute shall be employed by the Employer to fill a vacancy or newly-created position if there are Employee(s) on layoff with recall rights under Article 9, Section 1, who are qualified and able to perform the duties of the available position.
- D. Employees whose positions have been eliminated due to a reduction of their classification shall have the right to assume a position within his/her classification for which they are qualified and able to perform the duties, which is held by the least senior employed in the classification.
- E. In the event of the reduction in hours of work for an Employee, the Employee may claim seniority over another Employee in their classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority in the classification than the Employee he/she seeks to replace and is qualified and able to perform the duties of the position. In no case shall a reduction of any Employee's work hours take effect until the Employer has given ten (10) work days written notice to the affected Employees.
- F. A laid-off Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid-off Employees may continue their insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, as permitted by the carrier.
- G. Employees shall be recalled in inverse order of seniority to any position within the classification from which they were laid off, provided they are qualified and able to perform all the duties of the available position.

- H. Notices of recall shall be sent by certified or registered mail to the laid-off Employee's last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An Employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- I. Employees on layoff shall retain their seniority for purposes of recall for a period of three (3) years. However, any Employee on layoff with more than five (5) years seniority shall retain recall rights for five (5) years. After two (2) years, Employees on layoff must notify the Superintendent, in writing, by July 1 of each year to be considered for further recall.
- J. The Employer is responsible for initiating a recall when a vacancy exists and it is known that the vacancy will exist for more than three (3) weeks.
- K. An Employee can only bump into positions in his/her own classification.

## ARTICLE 9

### Discipline

- A. Dismissal, suspension, and/or other disciplinary action shall be only for just and stated causes with the Employees having the right to defend him or herself against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the Employee and the Union.

- B. When the Employer suspects that disciplinary action may be warranted, an investigation into the matter will be conducted before taking disciplinary action. The Employer shall notify the Employee in writing within ten (10) work days after becoming aware of the circumstances prompting the investigation that the Employee is being investigated for possible disciplinary action and that the Employee will be given an opportunity to respond before a final decision is made in the matter.
  
- C. An Employee shall be entitled to have a representative of the Union present during any meeting which may lead to disciplinary action of the Employee. When a request for representation is made no further discussion or questioning of the Employee shall take place until such representative of the Union is present. If disciplinary action is likely to occur at a meeting, the Employee shall be advised by the Employer of the right to representation under this provision of the Agreement.

ARTICLE 10  
Grievance Procedure

- A. For the purpose of this Agreement, the term “Grievance” shall mean any dispute between the Employer and the Union, or any Employee represented by the Union, as to the effect, interpretation, or application of this Agreement or as to any claim of breach or violation of this Agreement by either party, provided that such dispute shall not involve a change in, addition to, or subtraction from the Agreement.
  
- B. For the purpose of processing grievances, “work day” shall be defined as a day when the Employee is regularly scheduled to work and for the purpose of the positions which do not work during the summer months or during scheduled school vacation periods. “Work days” shall mean the next week day exclusive of Saturday and Sunday and holidays defined in this Agreement

- C. The time elements in the Steps may be shortened, extended, or waived upon written mutual agreement between the parties.
- D. A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure.
- E. Any Employee or Union grievance not presented for disposition through the grievance procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the Employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the Employee or the Union to know before that date that there were grounds for such claim, the grievance shall not be considered a grievance under this Agreement.

Step 1: Any Employee having a grievance shall discuss the grievance with his/her immediate supervisor. The Employee shall have the right to have a representative present during such discussion.

Step 2: If the grievance is not resolved during the informal discussion in Step 1, the grievance must be reduced to writing stating the facts on which it is based, the section(s) of the Agreement which have allegedly been violated, and the remedy sought. The written grievance must be presented to the immediate supervisor no later than five (5) days after the Step 1 conference. The supervisor shall give the Employee and the Union a written answer within five (5) days after receiving the written grievance.

Step 3: (a) If the grievance is not resolved at Step 2, an appeal shall be presented in writing within five (5) working days to the Superintendent who shall meet with the Union at a time mutually agreeable. Every effort is to be made to have the meeting within ten (10) working days after receipt of the written appeal. The appeal to the Superintendent shall state the reason(s)

why the supervisor's decision was not satisfactory.

(b) The Superintendent shall give his/her decision in writing to the grievant within ten (10) working days of the meeting in Step 3 (a).

Step 4: Any appeal of the decision rendered by the Superintendent or designee shall be presented to the Board within five (5) working days and the Board shall meet with the Union within ten (10) working days. The appeal shall be in writing and state the reason(s) why the decision of the Superintendent or designee was not satisfactory.

Step 5: If any grievance is not settled under Step 4 hereof, the Union may within thirty (30) days after receiving the fourth step answer or following the deadline for the answer if no answer has been issued by the Board within the specified time period, notify the other party and the Federal Mediation and Conciliation Service Office of Arbitration Services (FMCS-OAS) of its desire to submit the grievance to arbitration and obtain a panel of seven (7) arbitrators. If the grievance has not been submitted to arbitration within thirty (30) calendar days, it shall be considered withdrawn. Either party shall have the option of requesting a second and final panel of arbitrators from FMCS-OAS. The FMCS-OAS panels shall consist of arbitrators from the Mid-West. The arbitrators shall be selected from said panel or panels by an alternate striking of names. The parties will alternate from one grievance to the next on the choice of striking a name first or second, with the Union having the choice on the first grievance submitted for arbitration. The parties shall thereafter alternate in the striking of the remaining names until a single name remains on the list, and that remaining name shall be designated the arbitrator. The arbitrator shall have no power to add to subtract from, change

or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. Further, the arbitrator shall not issue a decision on the merits of a grievance involving a prohibited or illegal bargaining subject. The decision of the arbitrator shall be final and binding upon the parties and shall conform with the Michigan Uniform Arbitration Act, MCL 691.1681et seq. Each party shall bear its own expenses in connection with the arbitration; however, the arbitrator's expenses and fees shall be borne equally by both parties.

F. Time Limitations

If a grievance, which has not been settled at any Step of the grievance procedure, is not appealed by the Union to the next succeeding Step within the limit provided for such an appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered within the time limits specified for such answer at any Step of the grievance procedure, such grievance may be advanced to the next higher Step of the grievance procedure by the Union filing a timely appeal within the time period allowed for appeal following the deadline for answer.

ARTICLE 11

Authorized Absence

A. Family and Medical Leave

To the extent required by the Family and Medical Leave Act of 1993 (FMLA), any bargaining unit Employee shall be granted leave for the purpose and subject to the terms and conditions as provided by FMLA in a respects.

## B. Unpaid Leaves

1. An Employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is not able to report for work, and has exhausted all means of compensation from the Employer, shall be granted a leave of absence without pay or insurance coverage and that no other benefits shall accumulate during an unpaid leave for a period up to one (1) year for such disability, provided the Employee promptly notifies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the Employee.
2. Leaves of absence without pay shall be granted for up to thirty (30) calendar days of physical or mental illness of the employee and/or prolonged serious illness in the immediate family which includes spouse, children, parent or dependent in the immediate household.
3. Leaves of absence without pay may be granted for reasonable time periods for training related to an Employee's regular duties in an approved educational institution.
4. Whenever an Employee becomes pregnant, any relating disability shall be treated as any disability or illness.
5. Any Employee who enters the Uniformed Service of the United States shall be entitled to reinstatement rights as outlined in federal law.
6. Leaves of absence without pay will be granted to Employees who are active in the National Guard or branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such Employees make written request for such leaves of absence immediately upon receiving orders to report for such duty.

7. Any Employee in the bargaining unit elected or appointed to full-time office or position in the Union whose duties require his/her absence from his/her work shall be granted a leave of absence without pay for the term of such office or position and shall retain their seniority during his/her term of office or position and at the end of such term shall be entitled to resume his/her regular seniority status and all job and recall rights. The leave of absence shall be subjected to renewal at the end of the term of office.
8. All requests for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Employer, a copy furnished to the Employee, and copy sent to the Union.
9. An Employee who meets all the requirements as specified shall be granted a leave of absence without pay. The Employee shall retain seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights. A leave of absence without pay may be granted at the Employer's discretion for reasons other than those listed above when they are deemed beneficial to the Employee and the Employer.

C. Paid Leaves

1. Sick Leave:

- a. Each Employee covered by this Agreement shall be entitled to paid leave at the rate of one (1) day per month in the Employee's individual paid leave bank which shall accumulate to a maximum of one hundred twenty (120) days. These days can be used in event of illness.

- b. A newly-hired Employee shall be entitled to the paid leave days they have earned during their probationary period upon the satisfactory completion of the probationary period.
- c. Sick leave shall be granted to an Employee when he/she is incapacitated from the performance of his/her duties by sickness, pregnancy, injury, or for medical, dental, or optical examinations or treatment. Sick leave shall also be granted when a member of the employee's immediate family including spouse, child, parents, or other dependent in the employee's immediate household requires the employee's care and attendance up to ten (10) days per year. All sick leave granted will be deducted from the employee's individual leave bank.
- d. A record of paid leave accumulated shall be provided to the Employees yearly and to the Union upon request.
- e. Accumulated sick leave shall be paid upon termination of employment at fifty percent (50%) of the Employee's then current hourly rate.
- f. The above provisions do not apply to Employees normally scheduled to work less than twenty (20) hours per week.

2. Personal Business Days:

Two (2) personal business days shall be granted per year to the Employee covered by this Agreement, which shall be charged to the Employee's paid leave. The purpose of this leave is to relieve the Employees of financial hardship in situations in which they have no control.

Employees requesting personal business days other than a financial hardship shall be unpaid days. Application for this leave must be submitted in writing to their supervisor at least forty-eight (48) hours in advance, except in the event of emergency when a short notice may be accepted.

3. Funeral Leave:

- a. Employees may take a maximum of five (5) days per death in the Employee's family of which the first two (2) days shall not be deducted from the Employee's paid leave bank. For this purpose, the term family means spouse, parent, sister, brother, child, grandchild, father and mother-in-law, brother and sister-in-law, grandparent, niece, nephew, step-child, step-parent, step-sibling, or other dependent in the immediate household.
- b. The Employee may take one (1) day to attend the funeral of a non-family person which shall be deducted from the Employee's paid leave bank. This leave may be taken providing that the Employee attends the funeral.

4. Jury Duty:

- a. Full-time Employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance of service, less any compensation received for such jury services.
- b. If an Employee is released from jury duty in sufficient time to return to work and performs at least two (2) hours work, the Employee is expected to return and perform their normal, customary duties. Jury duty pay will be subjected to proof of service.

ARTICLE 12

Hours and Work Week

A. Work Week and Work Day:

- 1. The regularly-scheduled work week shall consist of forty (40) hours for full-time custodial/maintenance personnel. Full-time kitchen staff work a thirty (30) to

thirty-three (33) hour work week. The head cook(s) will have an additional hour of work each week to place food orders and to do production records. Title I paraprofessionals/aides shall work a six and one-half (6 ½) hour day.

2. The normal work day shall be consecutive hours, except when mutually agreed upon between the parties.
3. The shifts for custodial/maintenance personnel shall be as follows: first – 7:00 a.m. to 3:30 p.m. (Thirty (30) minutes of lunch not paid) second – 3:00 p.m. to 11:30 p.m. Times of shifts could be altered only with agreement between Employer and Employee. The starting and ending time of the day shift may be varied up to two (2) hours. There shall be a two (2) week notice of any shift change. The position(s) affected by the shift change shall be posted as a vacancy. If no Employee bids on the vacancy, it shall be assigned to the least senior custodial/maintenance employee who is qualified.
4. The normal work year for bargaining unit Employees shall be as follows:
  - a. Fifty-two (52) week Employees: Custodial, Custodial/Grounds, Maintenance, and Lead Custodians, July 1 through June 30.
  - b. Clerical/Teacher Aides/ISS Aides: Teacher Contract Days
  - c. Paraprofessionals/Chapter One Aides: Teacher Contract Days. All paraprofessionals providing instructional services will ordinarily work teacher-student contact days. Exceptions may occur with notice to the Association one (1) week before the beginning of the school year or the establishment of the calendar, whichever is later. Attendance at State mandated professional development

that is scheduled for the purpose of assisting teachers with maintaining certification (presently thirty (30) hours a year) shall not include paraprofessionals/Title paras unless deemed as necessary by administration for the paraprofessional's duties in the classroom. A calendar of those applicable professional development days will be distributed at the commencement of the new school year.

5. The bargaining unit Employees in the Food Service Department are guaranteed a minimum of one-hundred seventy (170) days of employment per school calendar year. Food Service staff may be required to clean work areas on half day professional development days.

B. Overtime Pay:

1. It is hereby agreed between the parties that whenever an employee shall work more than eight (8) hours in a twenty-four (24) hour period or more than forty (40) hours in one week, that employee shall be paid at the rate of time and one-half (1 ½) for hours worked.
2. Whenever an Employee is required to work on a Sunday, he/she shall be paid at two (2) times the regular rate for all Sunday hours worked.
3. Unscheduled overtime is extended work performed beyond the normal routine of the assigned position and hours. Rotation and assignment of overtime, to the classification will not be necessary as the work shall be performed at the beginning or end of the planned work period by the assigned Employee.
4. Scheduled overtime is work that is planned outside the normal workday of the assigned Employee or of the normal school routine. Bargaining unit Employees will be notified forty-eight (48) hours in advance.
5. Compensatory time off may be given instead of overtime

pay if mutually agreeable to the Employer and the bargaining unit employee. Such compensatory time shall be at time and one-half (1 ½) and limited to the equivalent of five (5) days per year, excluding compensatory time earned during acts of God. Compensatory time shall be accumulative up to the end of the work year in which time was earned (July 1- June 30). Employees shall be paid for any unused days accumulated if not used by the end of the fiscal year (June 30).

C. Call-In Pay:

Whenever an Employee is called to work outside of his/her regularly scheduled working hours, the Employee shall receive pay for the actual time worked at time and one-half (1 ½) of the Employee's regular rate or a minimum of three (3) hours pay at his her/straight time hourly rate, whichever is greater.

D. Lunch and Work Break:

Each Employee covered by this Agreement shall receive one (1) fifteen (15) minute rest period during the first four (4) hours worked and one (1) fifteen (15) minute rest period during the second four (4) hours worked per day (if they work the second four (4) hours) and such rest periods shall be confined to the premises. The normal work day shall include a lunch period of one-half (1/2) hour for all Employees who work six (6) hours or more per day.

E. Equalization of Overtime:

Overtime 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.

F. Custodian Overtime:

1. If an Employee will be absent, the Employee with the

smaller amount of accumulated overtime shall be asked to work that shift. If refused, the Employee refusing the hours will be charged for the hours offered and the overtime is then offered to the next Employee with the next least amount of overtime in the building. Each Employee shall be given a written overtime offer that includes the hours of anticipated overtime and he/she shall sign for acceptance or rejection of the overtime offered.

2. An Employee working this overtime shall not exceed more than five (5) hours overtime per shift, unless the shift needs additional time. This circumstance must be approved in advance by administration.
3. Elementary custodians will have the first opportunity for outside (High School) snow removal and lawn care overtime.
4. Overtime will be posted and kept up-to-date after each pay period for each custodian by the Lead Custodian. Overtime hours shall be accumulative and continuous. Hours of overtime can be taken off of all Employees' totals in equal large unit blocks.

G. Shift Differential:

Employees who are scheduled to work the second (2<sup>nd</sup>) shift shall receive a shift premium of forty (40) cents per hour for all hours worked.

H. Paraprofessionals:

(Substitution for Teachers) – Whenever a paraprofessional is used in lieu of hiring a substitute teacher, he/she shall be compensated at the substitute teacher rate of pay. Title Paraprofessionals will not be utilized as substitute teachers.

## ARTICLE 13

### Holidays

- A. The Employer will pay eight (8) hours (or the Employee's normal daily hours), pay for the following holidays, even though no work is performed by the Employee, for all the Employees who are covered by this Agreement: New Year's Eve Day, New Year's Day, Memorial Day, July Fourth\*, Friday before Labor Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, Christmas Day, Dr. Martin Luther King, Jr.'s Day, President's Day and Good Friday.
- Cafeteria Employees and paraprofessionals/aides shall not receive July 4<sup>th</sup> as a paid holiday.
- B. Employees required to work on any of the above-named holidays, shall receive double time for hours worked in addition to the regular holiday pay. For the 2016-2017 school year, Educational Support Personnel who are required to work on paid holidays – up to a maximum of three, will receive their normal hourly rate and an additional personal day for each additional day worked. A calendar of those days will be posted prior to the start of the school year. This agreement is in place to meet State of Michigan required instructional days.
- C. If an Employee is on vacation on any of the above-named holidays, he/she shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday. If an Employee is on paid leave on any of the above-named holidays, he/she shall not have that day charged against his/her allowable paid leave time.
- D. Employees who are off sick the day before or after the holiday may be required to submit medical proof of illness to receive

holiday pay.

- E. If the holiday falls on a Saturday, the Employee shall be granted the Friday before the holiday off with pay. If the holiday falls on a Sunday, the Employee shall be granted the Monday after the holiday off with pay. If both the Friday before the holiday and the Monday after the holiday are school session days, the Employees shall then be granted a day off with pay for the holiday at a future date that is mutually agreeable to the Employee and the Employer.

## ARTICLE 14

### Custodial/Maintenance Vacations

- A. All custodial/maintenance Employees covered by this Agreement who have completed one (1) year of service, shall receive two (2) weeks vacation with pay; and after five (5) years of service said Employee shall receive three (3) weeks vacation with pay and after fifteen (15) years of service said Employee shall receive four (4) weeks vacation pay. Vacation may be carried into the next fiscal year.
- B. To be eligible for a full vacation, an Employee must have worked eighty (80) percent of the Employee's regularly scheduled working hours. An Employee who works less than eighty (80) percent of his/her regularly scheduled working hours shall receive pro-rata vacation allowance based on his/her actual percentage of hours worked. Time off for paid leave or FMLA leave shall count as hours worked for the Article.
- C. Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12<sup>th</sup>) of the vacation pay for each month or major fraction thereof between his/her anniversary date and his/her termination date.
- D. Employees must submit a written request for vacation to their immediate supervisor.

Maintenance Employees will apply to the Superintendent. The District will supply the proper form to be used.

## ARTICLE 15

### General

A. Non-Discrimination:

The Employer and the Union both recognize their responsibilities under federal, state and local law pertaining to fair employment practices as well as the moral principles involved in the area of civil rights. Accordingly both parties reaffirm the commitment not to discriminate against any person or persons because of race, color, religion, national origin, age, disability of sex.

B. Safety:

The Employer and all Employees shall become familiar with and abide by the rules and procedures set forth in the Michigan Occupational Safety and Health Act (MIOSHA). Employees will be given instruction about the handling and disposing of hazardous substances.

C. Scope, Waiver and Alteration of Agreement:

1. No agreement, alternation, understanding, variation, waiver or modification of any of the terms, conditions, or covenants contained herein shall be made by any Employee or group of Employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

3. If any Article or Section of this Agreement or any supplement thereto is held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section is restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

D. Act-of-God:

1. If the Superintendent determines it is necessary to cancel a scheduled student instruction day, bargaining unit Employees shall not be required to report for work and shall suffer no loss of pay for said day(s) provided, however that the District suffers no state school aid loss pursuant to applicable statute.
2. If school days are added to the school calendar to make up for inclement weather, as where the District has lost state aid, ten (10) month Employees shall be required to work the rescheduled days with no additional compensation. Twelve (12) month bargaining unit Employees shall be allowed to use their vacation days, personal business days, or sick days to offset any loss of pay due to implementation of this section. Any request to use vacation days, personal business days, or sick leave days to compensate for loss of pay due to inclement weather days must be in writing to the Superintendent's office.
3. If the Employer either requests an Employee to report to work, or if the Employee is required to remain on the job when the student instruction day is cancelled, the Employee shall be paid time and one-half (1 ½) for all hours worked. Employees shall remain available for work until 9:00 a.m. on cancelled student instruction day.

4. Custodial and Maintenance workers shall not be required to report to work on the first three (3) "Act of God Days" during any fiscal year. On any such days beyond three (3) in any fiscal year, the Employees, at their individual option may:
  - a. work the day at the regular pay;
  - b. use a vacation day
  - c. use a sick day; or
  - d. take a day without pay

E. Medical Tests:

State or Federal mandated tests for Employees covered under this Agreement will be paid by the District. The District reserves the right to decide which doctor/organization will administer the required tests. An Employee may select his/her own doctor/organization but the District will only reimburse the Employee the amount the District would have paid had the District selected doctor/organization been used.

F. Uniforms:

The Employer shall furnish up to \$300 per year for all custodial/maintenance Employees covered by this Agreement and at least \$100 per year for all cafeteria workers working in the kitchen covered by this Agreement for the purchase of uniforms selected by the Employer. The Employee shall, on their own time, be given the opportunity to try stock uniforms on to determine proper size. Cafeteria worker uniforms shall be ordered by September 15 of each year for use during the school year. Guidelines for use and care shall be established by the Employees' immediate supervisor. Employees eligible for this provision shall receive a \$3.50 laundry allowance per regular work week. The Employee's immediate supervisor shall determine necessary uniform replacement with the District paying for any

replacement uniforms. The Employer reserves the right to contract with an outside source to provide all uniforms and laundry service. The Employees shall be notified in writing by August 1, before each school year, if such a service will be used. If a laundry service is used, the Employee laundry allowance will not be disbursed.

G. Conferences:

1. An Employee released from regular duties or whose presence is requested during summer vacation by his/her supervisor, to attend or participate in mandatory conferences, workshops or professional organizational meetings that are job related shall attend with pay. The Employee shall be reimbursed for lodging, meals, registration, supplies, and travel as approved in advance by the Superintendent or designee.
2. Bargaining unit Employees shall not generally be required to dispense or administer medications or to perform medically-related procedures. If it becomes necessary to meet the needs of the District for a bargaining unit Employee to perform such activities, he/she shall be specifically designated as such and shall be properly trained.
3. The Employer will support and assist bargaining unit Employees to the extent feasible as to the maintenance and control of students in their assigned work areas. Bargaining unit Employees may use reasonable physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to District property so far as the law and Board policy permit.
4. The Employer shall make available, as needed and required by MIOSHA, without cost to the bargaining unit Employee the following, when necessary: approved first aid paraphernalia and training and approved

safety equipment.

5. The Board of Education recognizes that paraprofessionals who are designated as teacher aides are subject to the standards set forth by the State of Michigan.

## ARTICLE 16

### Termination and Modification

- A. This Agreement shall continue in full force and effect June 30, 2015 however changes are not retroactive and commence upon ratification of the successor contract which occurred on October 10, 2016.
- B. If either party desires to modify or change this Agreement, it shall give written notice to the other party of intent to enter negotiations for the purpose of modifying the Agreement. Any amendments that may be agreed upon shall become a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union: Michigan Education Support Personnel Association; 104 W. Ferry Street, Berrien Springs, MI 49103, and if to the Employee addressed to: Eau Claire Public Schools, 6190 West Main Street, Eau Claire, MI 49111, or any other address the Union or the Employer may make available to each other.
- D. This Agreement shall be effective October 10, 2016 and shall continue until June 30, 2018.
- E. Emergency Financial Manager:

Any emergency financial manager that may be appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate this Agreement as approved in that Act.

THE PARTIES HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED,

\_\_\_\_\_  
Eau Claire ESP President

\_\_\_\_\_  
Eau Claire Public Schools

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Eau Claire Public Schools

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Eau Claire Public Schools

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Eau Claire Public Schools

\_\_\_\_\_  
MEA Representative

\_\_\_\_\_  
Eau Claire Public Schools

## SCHEDULE B INSURANCE

The Eau Claire Board of Education will provide health insurance coverage that provides “minimum essential coverage” as required by the Patient Protection and Affordable Care Act (the PPACA) to all “full-time employee” bargaining unit members as defined under PPACA (i.e., thirty (30) hours of service or more). All employees covered under this Master Agreement who elect such coverage are responsible for 100% of the health insurance premiums.

**APPENDIX A**  
**Classification and Wages**

2015-2016: No raise

**Wages: October 10, 2016 – June 30, 2017 (2% Increase)**

<u>Classification:</u>	<u>Probation</u>	<u>2-12 month</u>	<u>1-5 yrs.</u>	<u>5 yrs. +</u>
Custodian	\$12.64	\$13.55	\$15.31	\$15.42
Cafeteria*, **	\$10.15	\$10.77	\$11.85	\$11.97
Maintenance				\$16.24

\*Head Cafeteria Worker (will receive \$1.00 additional dollar per hour.

\*\* Any cafeteria worker that subs for Head Cook will receive an additional \$1.00 per hour.

	<u>0-2 yrs.</u>	<u>3-4 yrs.</u>	<u>5-6 yrs.</u>	<u>7 yrs. +</u>
Paraprofessionals	\$10.52	\$11.06	\$11.64	\$12.19
Teacher Clerks	\$10.52	\$11.056	\$11.64	\$12.19

Additional Signing-Bonus – one time payout.

Employees: 1 – 6 yrs. \$150.00

7+ yrs. \$175.00

**Wages: July 1, 2017 – June 30, 2018 (2% Increase)**

<u>Classification:</u>	<u>Probation</u>	<u>2-12 month</u>	<u>1-5 yrs.</u>	<u>5 yrs. +</u>
Custodian	\$12.88	\$13.82	\$15.61	\$15.73
Cafeteria*, **	\$10.35	\$10.98	\$12.08	\$12.21
Maintenance				\$16.56

	<u>0-2 yrs.</u>	<u>3-4 yrs.</u>	<u>5-6 yrs.</u>	<u>7 yrs. +</u>
Paraprofessionals	\$10.72	\$11.27	\$11.87	\$12.43
Teacher Clerks	\$10.72	\$11.27	\$11.87	\$12.43

In addition to the wages listed above, paraprofessionals will be given an additional \$.50 per hour after fourteen (14) years of

service; food service Employees will receive an additional \$.10 per hour if they have state certification, and the food service secretary will receive an additional 10% of the appropriate amount due to the responsibilities of that position.

The “Head Cook” may have additional responsibilities outside of those required by the regular cafeteria staff worker. The “Head Cooks” will be given an additional one dollar and 55 cents per hour (\$1.55) for said duties.

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