

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

EAU CLAIRE PUBLIC SCHOOLS

AND THE

MICHIGAN EDUCATION SUPPORT PERSONNEL
ASSOCIATION
MEA/NEA

2018-2021

Table of Contents

Article 1	Purpose	Page 3
Article 2	Collective Bargaining Group	Page 3
Article 3	Union Rights	Page 4
Article 4	Management	Page 5
Article 5	Jurisdiction	Page 6
Article 6	Probation and Seniority	Page 7
Article 7	Vacancies and Transfers	Page 8-9
Article 8	Personnel Reduction, Lay-Off, and Recall	Page 10
Article 9	Discipline	Page 11
Article 10	Grievances	Page 12-13
Article 11	Authorized Absences	Page 14-15
Article 12	Hours and Work Week	Page 15-19
Article 13	Holidays	Page 19
Article 14	Vacation Time	Page 20
Article 15	General: Non-Discrimination Safety Act of God Medical Test Uniforms Conferences Management of Students	Page 20-22
Article 16	Termination and Modification Insurance	Page 22
Appendix A	Classification and Wages	Page 25
Appendix B	Professional Growth Plan	Page 26-29
Appendix C	Job Descriptions District Maintenance & Grounds Custodian Food Service Instructional Support Staff (Paraprofessional)	Page 30-41
Appendix D	Grievance Procedures and Process	Page 42-43

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

Collective Bargaining Group

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:

1. All full-time and part-time employees classified as: *Maintenance/Grounds; Custodial; Food Service; or Instructional Support Staff (paraprofessional)*. *Excluded from collective bargaining agreement are casual, substitute, student or seasonal Employees, supervisors, and all other Employees.*
 - 1.1. **Full-Time:** An Employee who is employed *at least* thirty (30) hours per week.
 - 1.2. **Part-Time:** An Employee who is employed less than thirty (30) hours per week.
 - 1.3. **School-Year Employee:** An Employee employed to work at least (but not limited to) one hundred eighty (180) days and whose employment general follows the school calendar.
 - 1.4. **Full-Year Employee:** An Employee who is employed on a twelve (12) month basis.

ARTICLE 3
Union Rights

1. Employee Steward

- 1.1. 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.
- 1.2. 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.
- 1.3. A newly-hired Employee shall be furnished the name of his/her Steward upon starting to work by the Association.

2. 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.

3. Assignments

By the end of the school year, Classified staff assigned as an Instructional Support Staff (Paraprofessional) will be notified of reasonable assurance and tentative building assignment for the next school year.

4. Job Descriptions

The Board of Education retains the right to establish job descriptions and accompanying duties for District employees covered by the Agreement.

- 4.1. At the Superintendent's discretion, job descriptions will be reviewed and revised annually if deemed necessary.

5. Evaluation

Within the first month of school, Classified employee groups will meet with the Superintendent to collaboratively develop an evaluation document.

- 5.1. Employees will complete a self-assessment and develop Personal Growth Goals within the first sixty (60) days.
- 5.2. Employees shall be notified of any problems in their performance during the work year. Each employee will be given an opportunity to discuss any evaluation made by a supervisor. The employee shall have the right to attach comments to any evaluation, which shall be dated and signed by the parties. Any disciplinary action taken as a result of such evaluation must be for just cause. Probationary employees are not protected under these provisions.
- 5.3. Formal evaluation procedures will take place in the spring of each year, to be completed no later than ten (10) days prior to the end of the school/fiscal year. The evaluation document will be reviewed and signed by both the employee and supervisor, acknowledging the meeting and review of the evaluation.

6. Bulletin Board

The Board will furnish for the local Union a bulletin board for the Posting of Union information. Bulletin Boards are located in the employee lounge of assigned building.

7. Use of Facilities and Equipment

With permission from the building administrator, 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

1. Management Rights

- 1.1. 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:
- 1.2. Manage and control the District's business, the equipment, and the operations, and to direct the working forces and affairs of the Employer.

- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. Adopt reasonable rules and regulations.
- 1.7. Determine the qualifications of Employees, including essential job functions.
- 1.8. Determine the source of materials and supplies.
- 1.9. Determine the policy affecting the selections, testing, or training of Employees, provided that such selection is based on lawful criteria.
- 1.10. 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.
- 1.11. 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

1. Jurisdiction

- 1.1. Employees, not covered by the terms of this Agreement, may temporarily perform work covered by this Agreement 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 during posted timeframe (except for the work that has been historically performed within the buildings and on the grounds during the spring and summer vacation periods).
- 1.2. 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.

- 1.3. 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.
- 1.4. Whenever there are after hour (extra) events scheduled—and there is no regular custodial or food service Employee scheduled during said activity, the Employer shall assign personnel from the required classification to supervise such activity as long as hours do not put employee into overtime.
- 1.5. Classified employees shall be provided the opportunity to bid on scheduled events outside of normal job assignment as long as hours do not put employee into overtime. In the event that a bid is not received, the event will be assigned to the least senior employee. The district will attempt to post events one week prior to the event.
- 1.6. During the summer months when custodial and maintenance staff work the day shift and the Board may assign a custodian to cover regular and special School Board meetings.

ARTICLE 6

Probationary/Seniority

1. Probationary Employees

- 1.1. 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.
- 1.2. 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.

2. Seniority

- 2.1. Employee's seniority date shall be the date of hire. If two or more Employees are hired on the same working day, a tie breaker will be used to determine seniority.
- 2.2. An Employee will lose his/her seniority for the following reasons:
 - 2.2.1. Resignation
 - 2.2.2. Discharge for just cause.
 - 2.2.3. Absent for three (3) consecutive working days without notifying the Employer.

- 2.2.4. 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.
- 2.3. Seniority shall be retained but shall cease to accumulate (freeze) for an Employee who is transferred to a supervisory position. The Employee has the right to exercise his/her seniority by returning to the bargaining unit after consulting with the Employer two (2) weeks prior to any change in assignment.
- 2.4. A seniority-list may be requested from the District business office.

ARTICLE 7

Vacancies and Transfers

1. Vacancy

- 1.1. 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 bulletin 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. Employees making application to transfer to fill a vacancy will be considered for position based on prior work performance and the necessary qualifications to perform the duties of the job involved.
- 1.2. Vacancies are to be posted in the following manner: the type of work, the place of work, the start date, the pay range (based on experience), the hours to be worked, and the classification(s).
- 1.3. The Employer retains the right to occupy the vacancy with a substitute for up to thirty (30) calendar days.
- 1.4. 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.

2. Involuntary Transfer

- 2.1. The District may transfer employees based on the needs of the District, students and/or academic programs. The District shall provide the affected employee with advance notice (minimum of one calendar day or 24 hours notice) of any such transfer. The Superintendent or designee will provide the employee notice of the involuntary transfer and the opportunity to meet with him/her, accompanied with the Union President, to discuss the reasons for the transfer.

- 2.2. Any involuntary transfer will not be made capriciously or arbitrarily. Transfers are based on administrative judgment and seniority shall be considered. Union members may request a meeting to understand the determination of administrative judgment.
- 2.3. 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. Following the conclusion of the temporary transfer, the employee may return to original classified position and pay, and will not lose seniority.
- 2.4. 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.

3. Voluntary Transfer

- 3.1. Unit members who apply for vacancies within the bargaining unit will be given consideration before the District considers external applicants. If any two members apply for the same position, and both are the most qualified applicants, the position will be assigned based upon employee work performance and qualifications for the position.

4. New Jobs:

- 4.1. When new jobs or revised job duties are required during the terms of this Agreement the Employer and the Union will collaboratively develop a letter of 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.
- 4.2. 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.
- 4.3. The new classification and pay rate for position shall be considered outside of the master agreement until such time the agreement expires or a successor agreement is negotiated.

ARTICLE 8

Personnel Reduction, Lay-Off, and Recall

1. Lay-Off

- 1.1.** Lay-off is defined as a reduction in the workforce beyond normal attrition rate when the Employer determines that such a reduction is necessary.
- 1.2.** 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 layoff at least fifteen (15) calendar days before the effective date of the layoff.
- 1.3.** In the event of a reduction in an employee classification area use "individual performance" as the "majority factor" when it comes to decisions regarding the layoff and recall of employees.
- 1.4.** Only when all other factors distinguishing employees from each other are equal, does seniority determine position within the classification being reduced.
- 1.5.** The order of layoff, provided remaining employees are qualified to perform the needed services, shall be the least senior employee in the affected job classification according to seniority as defined in Article 6 probation/seniority.
- 1.6.** No new Employee or substitute shall be employed by the Employer to fill a vacancy or newly-created position if there are Employees on layoff who are qualified and able to perform the duties of the available position within one year of layoff.

2. Recall

- 2.1.** Employees shall be recalled to any position within his or her classification that they are qualified and able to perform during a layoff.
- 2.2.** Notices of recall shall be through phone contact or certified/registered mail to the laid-off Employee's last known phone/address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to meet with the employee to establish a start date.
- 2.3.** It shall be the Employee's responsibility to keep the Employer notified as to his/her current phone number and mailing address.
- 2.4.** A recalled Employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to respond to notification. The Employer may fill the position on a temporary basis until the recalled Employee reports. Employees recalled to work for which they are qualified are obligated to take said work.
- 2.5.** An Employee who declines recall to a permanent position for which he/she is qualified shall forfeit his/her ability to be recalled.

- 2.6. The employee on layoff may fill a temporary position for which he or she is qualified while retaining full time recall up to one year.
- 2.7. The employee on lay-off may decline a temporary position without loss of layoff rights to a full-time position up to one (1) year.
- 2.8. Employer is responsible for initiating a recall when a vacancy exists, seniority and qualification will determine the order of recall.

ARTICLE 9

Discipline

1. Personnel Discipline

It is the expectation of Eau Claire Public Schools to assist personnel in the proper performance of their assigned responsibilities. The primary objective of disciplinary guidelines is to establish a consistent process to promote and maintain a maximum level of acceptable behavior on the part of all employees. This requires maintaining the highest degree of conduct possible among all employees of this school district.

The intent of correcting undesirable behavior is to improve the quality of employee work performance and education offered at Eau Claire Public Schools. When corrective discipline with any staff member is necessary, appropriate guidelines will be implemented.

- 1.1. When the Employer suspects that disciplinary action may be warranted, an investigation into the matter will be conducted before taking disciplinary action.
- 1.2. The Employer shall notify the Employee immediately 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.
- 1.3. The Board shall discipline employees, including discharge, for just cause. Serious offenses may result in suspension or immediate dismissal.
- 1.4. Offenses which do not justify suspension or discharge, if they are a first offense and for which the Board believes the employee should be disciplined may result in an oral or written reprimand.
- 1.5. Employees shall be permitted to review records of disciplinary actions and prepare a written response in accordance with Article III, Section L of the Agreement.
- 1.6. Dismissal, suspension, and/or other disciplinary action shall be for just and stated causes with the Employees having the right to defend him or herself against any and all charges. The employee has the right to bring Union representation.

ARTICLE 10

Grievances

1. Grievance Procedures & Process

- 1.1.** 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, only after the issue is discussed and documented with immediate supervisor within five (5) business days of the incident date.
- 1.2.** Documentation includes date of meeting, date of incident, brief description, attendees, action plan to resolve, timeline, and signatures/date. (*See *Appendix D*)
- 1.3.** 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
- 1.4.** The time elements in the Steps may be shortened, extended, or waived upon written mutual agreement between the parties.
- 1.5.** 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.

2. Grievance Steps

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.

3. Arbitration

- 3.1.** 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 Midwest. 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.
- 3.2.** 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.
- 3.3.** 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.

4. Time Limitations

- 4.1. 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 Absences

1. Family and Medical Leave

- 1.1. 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.

2. Unpaid Leaves

- 2.1. 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.
- 2.2. Leaves of absence without pay 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 not to exceed their regular work hours.
- 2.3. Upon application to the Superintendent, leaves of absence without pay may be granted for no more than one semester for training related to an Employee's regular duties in an approved educational institution. Any extensions must be granted thirty days prior to original semester end date, via written notification.
- 2.4. Whenever an Employee becomes pregnant, any relating disability shall be treated as any disability or illness.
- 2.5. Any Employee who enters the Uniformed Service of the United States shall be entitled to reinstatement rights as outlined in federal law.

- 2.6. Leaves of absence without pay when 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.
- 2.7. 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.
- 2.8. An Employee who meets all the requirements as specified shall be granted a leave of absence without pay. The Employees shall be entitled to retain his/her seniority status at the time of leave.
- 2.9. 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.

3. Paid Leaves

3.1. Employees covered by this agreement:

- 3.1.1. Shall receive one (1) paid leave day per month, equal to the daily hours worked, without loss of pay.
- 3.1.2. Employee's Paid Leave shall accumulate to a maximum of ninety (90) days and at any time employee has the right to donate up to a maximum of five (5) days a year to a medical leave bank to be governed by a committee made up of personnel from each classification. (***See Appendix E**)
- 3.1.3. Employee's who accumulate beyond ninety (90) days may have the option to sell back to the district any days over (90) days, not to exceed the yearly maximum by classification, at the rate of 50% of daily hourly rate. Employees shall notify Human Resources by May 1.
- 3.1.4. All leave granted will be deducted from the employee's individual leave bank.
- 3.1.5. A record of paid leave accumulated is available through individual Employee Skyward accounts.
- 3.1.6. Accumulated leave shall be paid upon separation (non-disciplinary in nature) of employment only after a minimum of ten (10) years of service with *Eau Claire Public Schools*. Accumulated leave will be paid at fifty percent (50%) of the Employee's then current hourly rate.

3.2. Funeral Leave

- 3.2.1. Employees may take a maximum of three (3) 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, aunt, uncle, cousin, niece, nephew, step-child, step-parent, step-sibling, or other dependent in the immediate household. Extensions may be granted by written request to the Superintendent.

3.3. Jury Duty

- 3.3.1.** All employees must notify their immediate supervisor of impending absence because of jury duty. Employees called to jury duty but not selected as jurors or who are released after a partial day's jury duty, MUST return immediately to work and personally report to their immediate supervisor.
- 3.3.2.** 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. All monies received for jury duty shall be reported to the District Business office.
- 3.3.3.** Upon knowledge of jury duty, employees must accurately complete the "Report of Absence" on Skyward indicating the absence was because of Jury Duty.

ARTICLE 12

Hours and Work Week

1. Maintenance & Ground Employee

- 1.1. Full-Time:** Twelve (12) month, Full-Time employees who work more than 6 hours are entitled to one (1) unpaid thirty (30) minute lunch break and up to two (2) 15 minute breaks.
 - 1.1.1. 8 Hour Day Shift:** Monday-Friday
 - Full-time** (Paid for 6-8 hours/day and 30-40 hours/week).
 - Hours:** 6:00-3:00 with one (1) thirty (30) minute unpaid lunch and up to two (2) 15 minute paid breaks.

2. Custodial Employee

- 2.1. Full-Time:** Twelve (12) month, Full-Time employees who work more than 6 hours are entitled to one (1) thirty (30) minute unpaid lunch break and up to two (2) 15 minute breaks.

- 2.1.1. **Day Shift:** Monday-Friday
Full-time (Paid for 7.5 hours/day and 37.5 hours/week).
Hours: 7:00- 3:00 with one (1) thirty (30) minute unpaid lunch break and *up to* two (2) 15 minute paid breaks.
- 2.1.2. **Part-Time Shifts:** Monday-Friday
Part-time (5.5 hours/day and 27.5 hours/week).
Hours: Hours determined by need of shift (but not to exceed 5.5 hrs/day). Part-time shifts are provided one (1) 15 minute paid break.
- 2.1.3. **Night Shift:** Monday-Friday
Full-time (7.5 hours/day and 37.5 hours/week).
Hours: 2:30-10:30 with one (1) thirty (30) minute unpaid lunch break and *up to* two (2) 15 minute paid breaks.

2.2. The starting and ending time of the day shift may be varied up to one (1) hour at the Employer's discretion. There shall be a two (2) week notice of any shift change.

2.3. Changes in the times of shifts beyond one (1) hour can be altered only with agreement between Employer and Employee or during open negotiations for a limited period of time.

3. **Cafeteria/Kitchen Staff**

3.1. **School Year Employee:** Ten (10) month, approximately one hundred eighty (180) days, who work more than 6 hours are entitled to one (1) thirty (30) minute unpaid lunch break and *up to* two (2) 15 minute breaks.

- 3.1.1. **Shift:** Monday-Friday
Full-time (Paid for 6- 6.5 hours/day and 30-32.5 hours/week) **Employee hours are determined at date of hire and will be spelled out in individual contracts.*
Hours: TBD by Supervisor with one (1) thirty (30) minute unpaid lunch break and *up to* two (2) 15 minute paid breaks.

3.2. The head cook(s) will have *an additional hour of work* each week to place food orders and to do production records.

3.3. Food Service staff may be required to work additional days to clean work areas.

4. Instructional Support Staff (Paraprofessionals/Teacher Aides)

4.1. **School Year Employee:** Ten (10) month, approximately one hundred eighty (180) days, who work more than 6 hours are entitled to one (1) thirty (30) minute unpaid lunch break and *up to* two (2) 15 minute breaks.

4.1.1. **Shift:** Monday-Friday

Full-time (Paid for 6-7.5 hours/day). **Employee hours are determined at date of hire and will be spelled out in individual contracts.*

Hours: 7:30-3:00 with one (1) thirty (30) minute unpaid lunch and *up to two* (2) 15 minute paid breaks.

4.2. Whenever a Instructional Support Staff Is used in lieu of hiring a substitute teacher, he/she shall have a substitute certificate on file each year at the district office and will be compensated at the substitute teacher rate of pay.

4.3. All Instructional Support Staff 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.

4.4. Administration may include Instructional Support Staff in Professional Learning days as deemed necessary for his or her position..

4.5. A calendar of those applicable professional development days will be distributed at the commencement of the new school year.

5. Overtime Pay

5.1. 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. **Employees are **not** to work beyond his or her regularly scheduled shift, overtime, or beyond eight (8) hours in 24 hours without Superintendent or designated supervisors written approval. Unauthorized work may result in disciplinary action up to and including a letter in your personnel file and a reduction in your shift hours.*

5.2. Whenever an Employee is required by the Superintendent to work on a Sunday, he/she shall be paid at two (2) times the regular rate for all Sunday hours worked.

5.3. 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.

- 5.4. 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.
- 5.5. 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).

6. **Call-In Pay**

- 6.1. Whenever a Maintenance, Custodial, Instructional Support Staff, or Food Service 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 (1½) of the at Employee's regular rate or a minimum of three (3) hours pay at his her/straight time hourly rate, whichever is greater.

7. **Equalization of Overtime:**

- 7.1. Supervisor of Maintenance, Custodian and Food Service shall keep an overtime rotation log to ensure that overtime is offered, divided, and rotated as equally as possible within the building among those Employees who regularly perform such work.

ARTICLE 13

Holidays

1. **Paid Holidays**

- 1.1. Employees covered by this Agreement shall receive one day's pay (or the Employee's normal daily hours) for the following holidays, even though no work is performed by the Employee:

- New Year's Eve Day
- New Year's Day
- Memorial Day
- July Fourth* (*Only 12 month employees*)
- Friday before Labor Day*
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve Day
- Christmas Day

- 1.2. Employees required to work on any of the above-named holidays, shall receive double time for hours worked. 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.
- 1.3. Employees covered by this agreement shall provide at least two (2) weeks advance notice to supervisor, and receive approval, before taking days prior to or after Holidays or District Breaks.
- 1.4. All Certified 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.
- 1.5. 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.

ARTICLE 14

Vacation

1. Vacation Time

- 1.1. Only Full-time, twelve (12) month custodial/maintenance. Employees covered by this Agreement shall receive:
 - 1.1.1. On Employee's anniversary date, and after one year of service, Employee shall receive one (1) week of vacation with pay; after three (3) years of service Employee shall receive two (2) weeks vacation with pay; and after five (5) years of service and beyond an Employee shall receive a maximum of three (3) weeks vacation with pay.
 - 1.1.2. Vacation Days must be approved by Superintendent and may not be carried into the next fiscal year unless approved by the Superintendent.

ARTICLE 15

General

1. Non-Discrimination

- 1.1. 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 or sex.

2. Safety

2.1. 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 not be asked to handle hazardous materials without prior training.

3. Scope, Waiver and Alteration of Agreement

3.1. 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.

3.2. 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.

3.3. 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.

4. Act-of-God

4.1. If the Superintendent determines it is necessary to cancel a scheduled student instruction day, bargaining unit members classified as custodial or maintenance and who work Twelve (12) months will be expected to report for duty unless directed by Superintendent or Designee to the contrary.

4.2. Employees classified as Instructional Support Staff or Food Service staff shall not be required to report for work and shall suffer no loss of pay for said day(s) provided. If Instructional Support Staff or Food Service staff are asked or required to work he or she will be paid time and 1/2 .

4.3. If school days are added to the school calendar to make up for inclement weather, as where the District has lost state aid, School-Year, ten (10) month Employees shall be required to work the rescheduled days with no additional compensation.

4.4. Full-Year, Twelve (12) month bargaining unit Employees shall be allowed to use their vacation days or leave days to offset any loss of pay due to implementation of this section. Any request to use vacation days or leave days to compensate for loss of pay due to inclement weather days must be in writing to the Superintendent's office.

5. Medical Tests

- 5.1. 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.
- 5.2. 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.

6. Uniforms

- 6.1. There will be a committee established with Custodial, Maintenance, Food Service and Administration to choose uniform shirts that Employees would be required to wear.

7. Conferences:

- 7.1. 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's estimated costs for lodging, meals, registration, supplies, and travel expenses shall be approved in advance and covered by the District.

8. Management of Students

- 8.1. 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. Reasonable physical force may only be used by an Employee 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.
- 8.2. 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.

ARTICLE 16

Termination and Modification

- 1. This Agreement shall continue in full force and effect June 30, 2021
 - 1.1. 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.

- 1.2. 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.
- 1.3. 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

Employee:

Eau Claire Public Schools

6190 West Main Street
Eau Claire, MI 49111

Other:

Address the Union or the Employer may make available to each other.

2. Insurance

- 2.1. The Eau Claire Board of Education will offer Employees health insurance coverage that provides “*minimum essential coverage*” as required by the Patient Protection and Affordable Care Act (the PPACA) to all “Twelve(12) month, full-time” 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.

3. Emergency Financial Manager:

- 3.1. 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

APPENDIX A: Classification and Wages

Classification and Wages

LEVEL	Classification	Custodial & Food Service	Food Service	Head Cook	Instructional Support Staff	Maintenance
	Base	No Certification	W/State Certification	W/State Certification	Certified	
1	\$13.01	\$13.01	\$13.26	\$14.00	\$14.00	\$14.00
3	\$13.53	\$13.53	\$13.78	\$14.28	\$14.28	\$14.28
5	\$14.07	\$14.07	\$14.32	\$14.85	\$14.85	\$14.85
7	\$14.63	\$14.63	\$14.88	\$15.44	\$15.44	\$15.44
9	\$15.21	\$15.21	\$15.46	\$16.05	\$16.05	\$16.05
11	\$15.82	\$15.82	\$16.07	\$16.69	\$16.69	\$16.69
13	\$16.45	\$16.45	\$16.70	\$17.35	\$17.35	\$17.35
15	\$17.10	\$17.10	\$17.35	\$18.04	\$18.04	\$18.04
17 +	.50 per hour raise	Any Percentage increases negotiated in the future.				

Appendix: B- Professional Growth Plan (PGP)

Professional Growth Plan (PGP)

Eau Claire Public Schools

Staff:	Administrator:
Building:	Academic Year:
Assignment:	Years with District:

Part A: In what areas do I have room to improve professionally:

Individual Professional Growth Goal (IPG) #1	
Professional Growth Goal (s)	
Rationale	
Describe Evidence that will be collected	
Specific Support Need, if Applicable	

Individual Professional Growth Goal (IPG) #2	
Professional Growth Goal (s)	
Rationale	
Describe Evidence that will be collected	
Specific Support Need, if Applicable	

Individual Professional Growth Goal (IPG) #3	
Professional Growth Goal (s)	
Rationale	
Describe Evidence that will be collected	
Specific Support Need, if Applicable	

Individual Professional Growth Goal (IPG) #4	
Professional Growth Goal (s)	
Rationale	
Describe Evidence that will be collected	
Specific Support Need, if Applicable	

Other Comments:

Part B: Action Plan & Timeline to Achieve Outcomes

Action Steps What will I do?	Timeline By when will I do it?	Evidence What evidence will I collect to support this?

Note: It is the responsibility of the employee to keep a record of work completed for these goals and to provide evidence of the same.

Review Dates:

- Initial Meeting Date: _____
- Mid-Year Progress Meeting Date: _____
- Other Meetings Date: _____

Employee Signature:

- Initial Meeting Signature: _____ Date: _____
- Mid-Year Progress Meeting Signature: _____ Date: _____
- Other Meetings Signature: _____ Date: _____

Administrator Signature:

- Initial Meeting Signature: _____ Date: _____
- Mid-Year Progress Meeting Signature: _____ Date: _____
- Other Meetings Signature: _____ Date: _____

Part C: Final Reflection (Summary/ Feedback)

1. Celebrations from the Year (What are you most proud of?)
2. Were there any challenges or barriers that prevented you from achieving your goals?
3. In what areas do you still have room to improve professionally?
4. Recommendations for Next Year:

Date of Final Meeting: _____

Employee Signature: _____

Administrator Signature: _____

Appendix C: Job Descriptions

Eau Claire Public Schools Employee Job Description

POSITION: District Maintenance & Grounds

PURPOSE STATEMENT The Buildings and Grounds Maintenance Worker maintains school buildings and grounds in top condition to ensure full and productive use of district facilities. To accomplish these tasks the Buildings and Grounds Maintenance Worker must work closely with the staff and administration of Eau Claire Public Schools.

SUPERVISOR: Maintenance Director and/or Superintendent

CONTRACT: 52 Week, Full Time Employee: Monday-Friday

HOURS: 6:00 a.m. - 3:00 (1 hour unpaid lunch 11:00-12:00)

EVALUATION: Annually (prior to July 1)

SALARY: Payment Rate: According to Classified Salary Schedule

EDUCATION & EXPERIENCE PREFERRED:

- High School diploma or equivalent.
- Experience in general building maintenance preferred
- Valid Michigan driver's license

KEY COMPETENCIES AND ESSENTIAL DUTIES:

1. Follow verbal and written instructions.
2. Respond to questions and complaints; carry out assignments in a non-disruptive manner.
3. Serve as a role model for students and staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic.
4. Represent the District with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
5. Maintains basic records of work performed.
6. Ensure that all activities conform to district guidelines.
7. Communicate effectively with all members of the school district and community.
8. React to change productively and handle other tasks as assigned.
9. Support the philosophy and vision of Eau Claire Public Schools.

MAINTENANCE & REPAIR DUTIES:

1. Maintain school buildings and grounds in top condition to ensure full and productive use of district facilities.
2. Complete repairs as requested on work order in a timely fashion, and in order priority.
3. Assist with mowing and detailing of district grounds.
4. Assist with relocation of furnishings, such as desks, tables, chairs, file cabinets, etc.
5. Move, install, assemble, and repair all school furniture and playground equipment as needed.
6. Assist with repair and maintenance of district facilities, including repairing woodwork; replacing electrical switches, fixtures, and motors; painting, repairing, and replacing plumbing fixtures and drainage systems; and replacing broken glass.

7. Inspect building exterior and interior, playground equipment, and grounds; perform maintenance and minor repairs.
8. Detect and report needed major repairs on building structures and their systems, including lockers, furniture, and equipment.
9. Hang pictures, mirrors, blackboards, bulletin boards, projection screens, towel dispensers, soap dispensers, and other items as required.
10. Install door and window assemblies and hardware, including window glass and screens.
11. Move equipment and materials within and between school buildings.
12. Work overtime when emergencies arise in order to prevent disruption of the schools.
13. Act as a substitute custodian when necessary.
14. Perform preventive maintenance, repair, installation in connection with:
 - electrical, plumbing, and HVAC systems.
 - exterior and interior of buildings.
 - school grounds.
15. Other duties as assigned

DRIVING DUTIES:

1. Operate light truck to transport furniture and equipment throughout district.
2. Operate forklift (holds necessary credentials) to transport items when necessary.

SAFETY DUTIES:

1. Operate equipment and use tools following established safety procedures.
2. Follow established safety procedures and techniques to perform job duties, including lifting, climbing, etc.
3. Correct unsafe conditions in the area and report any conditions that are not correctable to the supervisor immediately.
4. Maintain tools and equipment and perform preventive maintenance as required.
5. Observe and Adhere to all district health and safety policies, including all precautions of the Bloodborne Pathogens Exposure Control Plan.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF POSITION:

ESSENTIAL FUNCTIONS Able to handle the Mental Demands/Physical Demands/Environmental Factors related to the position:

- Continual walking and standing; frequent heavy lifting (over 20lbs) and carrying; climbing, stooping, bending, kneeling, and reaching. Work outside and inside. Exposure to extreme temperatures, dust, fumes, and odors. Exposure to mechanical, electrical, and chemical hazards. Work around moving objects or vehicles.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job.

Unless reasonable accommodations can be made, while performing this job the staff member shall:

1. Requires prolonged sitting or standing.
2. Requires physical exertion to manually move, lift, carry, pull, or push heavy objects or materials.
3. Requires stooping, kneeling, crawling, bending, turning, and reaching.
4. Requires climbing and balancing.
5. Must work indoors and outdoors year-round.
6. Must work in noisy and crowded environments.
7. Must work in and around dust, fumes, and odors.
8. Must be able to drive a mechanical vehicle.
9. Must be able to work in high places.
10. Use strength to lift items needed to perform the functions of the job.
11. Sit, stand and walk for required periods of time.
12. Speak and hear.
13. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
14. Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

ENVIRONMENTAL DEMANDS The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Occasional exposure to a variety of weather conditions.
3. Exposure to heated/air conditioned and ventilated facilities.
4. Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
5. Function in a workplace that is usually moderately quiet but that can be noisy at times.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Except as otherwise provided by an employee's collective bargaining agreement or individual contract, employment between an employee and the Eau Claire Public Schools is on an at-will basis. This means that the employee is free to resign his/her employment at any time, for any reason, and the Eau Claire Public Schools retains that same right. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent. All employees of the Eau Claire Public Schools are required to abide by the policies and regulations of the Board of Education. Copies of these policies and regulations are kept at the Superintendent's office.

Updated: **April 24, 2018**

Eau Claire Public Schools Employee Job Description

POSITION: Custodial Position

PURPOSE STATEMENT The job of Custodian was established for the purpose/s of maintaining an attractive, sanitary and safe facility for students, staff and public; providing equipment and furniture arrangements for meetings, classroom activities and events; minimizing property damage, loss and liability exposure; ensuring that assignments are completed in a safe, proper and timely manner.

SUPERVISOR: Building Principal

CONTRACT: 52 Week, Full or Part -Time Employee: Monday-Friday

HOURS: *Determined by Full or Part-Time Employment Contract (½ Hour Unpaid Lunch)

EVALUATION: Annually (prior to July 1)

SALARY: Payment Rate: According to Classified Salary Schedule

EDUCATION & EXPERIENCE PREFERRED:

- High School Diploma
- Associates degree preferred.
- Experience in custodial services preferred.
- Valid Michigan driver's license.

KEY COMPETENCIES AND ESSENTIAL DUTIES:

1. Follow verbal and written instructions.
2. Respond to questions and complaints; carry out assignments in a non-disruptive manner.
3. Serve as a role model for students and staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic.
4. Represents the District with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
5. Ensure all daily custodial duties are completed with accuracy and all spaces are prepared as expected.
6. Maintain outer premises by watering plants, mowing lawn, cleaning entrance.
7. Secure facilities after operating hours by locking doors and closing windows.
8. Recommend repairs or procedures that are beyond the scope of responsibilities.
9. Ensure that all applicable fire, safety, health, and environmental regulations and laws are observed and exceeded.
10. Safely operate and maintain, all job related tools and equipment necessary to carry out job functions and responsibilities.
11. Report immediately any damage or vandalism to facilities, or theft of equipment.
12. Adhere to state and federal statutes and regulations, Board of Education policies and procedures, and contractual obligations.

13. Undertake occasional tasks (shoveling snow from the sidewalk, lifting heavy items, moving chairs etc.),
14. Perform any duties and responsibilities that are within the scope of employment, as assigned by the supervisors, and not otherwise prohibited by law or regulation.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

ESSENTIAL FUNCTIONS Able to handle the Mental Demands/Physical Demands/Environmental Factors related to the position:

- Continual walking and standing; frequent heavy lifting and carrying; climbing, stooping, bending, kneeling, and reaching. Work outside and inside. Exposure to extreme temperatures, dust, fumes, and odors. Exposure to mechanical, electrical, and chemical hazards. Work around moving objects or vehicles.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made, while performing this job the staff member shall:

1. Use strength to lift items needed to perform the functions of the job.
2. Sit, stand and walk for required periods of time.
3. Speak and hear.
4. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
5. Reach with hands and arms and use hands and fingers to handle objects and operate tools, computers, and/or controls.

ENVIRONMENTAL DEMANDS The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Occasional exposure to a variety of weather conditions.
3. Exposure to heated/air conditioned and ventilated facilities.
4. Exposure to a building in which a variety of chemical substances are used for cleaning, instruction, and/or operation of equipment.
5. Function in a workplace that is usually moderately quiet but that can be noisy at times.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Except as otherwise provided by an employee's collective bargaining agreement or individual contract, employment between an employee and the Eau Claire Public Schools is on an at-will basis. This means that the employee is free to resign his/her employment at any time, for any reason, and the Eau Claire Public Schools retains that same right. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent. All employees of the Eau Claire Public Schools are required to abide by the policies and regulations of the Board of Education. Copies of these policies and regulations are kept at the Superintendent's office.

Updated: **April 24, 2018**

Eau Claire Public Schools Employee Job Description

POSITION: Food Service/Cafeteria Employee

PURPOSE STATEMENT: The Food Service and or Cafeteria Employee performs a wide range of duties involved with preparing and/or serving foods and beverages in one or more of a variety of food service environments. May perform such duties as preparing salad items, hot foods, and/or cold foods, and/or assisting in the preparation of bakery items, as appropriate to the position. Assist in cleaning work areas, equipment, utensils. May assist in the set up, and service; and collection of garbage/trash; as appropriate to the area of operation. May serve food to customers and/or perform cashiering duties, as appropriate.

SUPERVISOR: Director of Food Service or Designee

CONTRACT: Full-Time School-Year Employee (6-7.5 hours/day) w/ 1/2 hr unpaid lunch

HOURS: TBD By Position

EVALUATION: Annually (prior to July 1)

SALARY: Payment Rate: According to Classified Salary Schedule

EDUCATION & EXPERIENCE REQUIRED:

- High school diploma or GED
- Strong collaboration skills; able to work well with a team
- Ability to prioritize tasks based on importance and deadlines

EDUCATION & EXPERIENCE PREFERRED:

- Associate's degree in education or related field
- At least one year of relevant experience related duties and responsibilities specified.

KEY COMPETENCIES AND ESSENTIAL DUTIES:

1. Follow verbal and written instructions.
2. Serve as a role model for students and staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic.
3. Represent the District with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
4. Maintain basic records required of position.
5. Ensure that all activities conform to district guidelines.
6. Communicate effectively with all members of the school district and community.
7. React to change productively and handle other tasks as assigned.
8. Support the philosophy and vision of Eau Claire Public Schools.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF POSITION:

1. Sets up food service, kitchen, or salad area facilities, equipment and utensils, under detailed instruction, in accordance with specific area needs; checks food temperatures and/or prepares areas for daily operations; may operate cooking or bakery equipment as assigned.
2. Conveys food and supplies from the main kitchen, bakery, and/or salad preparation area to the serving site either by carrying or by utilizing a motorized cart.
3. Follows prescribed procedures in setting up hot and cold food lines; chooses proper utensils and sets steam line to appropriate temperature for menu items.
4. Prepares or assists in the preparation of hot and cold meat and vegetable dishes, beverages, salads, sandwiches, pie fillings, simple bakery items, salad dressings, and/or other similar food items, as appropriate to the position.
5. As appropriate to the position, serves food items to customers from counters and/or steam tables, in accordance with specific instructions, ensuring that appropriate portions are served.
6. May serve a range of hot and cold food items from counters and steam tables; adds relishes and garnishes according to instructions.
7. As needed, replenishes foods, silverware, glassware, dishes, and trays at serving stations; may order and replenish condiments.
8. Fills ice cream, yogurt, and/or ice machines, if present in area of operation; ensures that machines are cleaned and maintained, as necessary.
9. Attends to day-to-day problems and needs concerning equipment and food supplies; detects and ensures disposition of spoiled or unattractive food, defective supplies/equipment, and/or other unusual conditions.
10. May clean and maintain work areas, including floors, facilities, utensils, and equipment; collects and places garbage and trash in designated containers; as appropriate to the area of operation.
11. Washes pots, pans, and other serviceware ensuring sanitary handling; organizes and replaces serviceware to appropriate location.
12. May perform cashiering duties, as required.
13. May provide guidance and training to other employees performing related work.
14. Performs miscellaneous job-related duties as assigned.

ESSENTIAL JOB FUNCTIONS Able to handle the Physical Demands & Environmental Factors related to the position:

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made, while performing this job the staff member shall:

1. Requires prolonged sitting or standing.
2. Requires stooping, kneeling, crawling, bending, turning, and reaching.
3. Sit, stand and walk for required periods of time.
4. Speak and hear.

5. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
6. Reach with hands and arms and use hands and fingers to handle objects and operate computers, and/or controls.

ENVIRONMENTAL DEMANDS The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Occasional exposure to a variety of weather conditions.
3. Exposure to heated/air conditioned and ventilated facilities.
4. Function in a workplace that is usually moderately quiet but that can be noisy at times.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Except as otherwise provided by an employee's collective bargaining agreement or individual contract, employment between an employee and the Eau Claire Public Schools is on an at-will basis.

This means that the employee is free to resign his/her employment at any time, for any reason, and the Eau Claire Public Schools retains that same right. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent. All employees of the Eau Claire Public Schools are required to abide by the policies and regulations of the Board of Education. Copies of these policies and regulations are kept at the Superintendent's office.

Updated:**August, 2018**

Eau Claire Public Schools Employee Job Description

POSITION: Instructional Support Staff (Paraprofessional)

PURPOSE STATEMENT The job of Paraprofessional was established for the purpose/s of working with individual and/or small groups of students under the supervision of a certificated teacher in the supervision and instruction of students; and providing support to teacher/s and staff. Employees in this classification may be assigned a variety of assignments including classroom support, clerical support, library, lunchroom, health room, playground, etc.

SUPERVISOR: Building Principal

CONTRACT: Full-Time School-Year Employee (7.5 hours/day)

OFFICE HOURS: 7:30 a.m. - 3:00 (½ hour unpaid lunch & Up to two (15 min. Breaks)

EVALUATION: Annually (prior to July 1)

SALARY: Payment Rate: According to Classified Salary Schedule

EDUCATION & EXPERIENCE REQUIRED:

- High school diploma or GED
- Strong collaboration skills; able to work well with a team
- Ability to prioritize tasks based on importance and deadlines

EDUCATION & EXPERIENCE PREFERRED:

- Associate's degree in education or related field
- Certification in child first aid and CPR
- At least one year of relevant experience in an educational or childcare setting

KEY COMPETENCIES AND ESSENTIAL DUTIES:

1. Follow verbal and written instructions.
2. Serve as a role model for students and staff in demonstrating positive attitudes, appropriate attire and grooming, and an effective work ethic.
3. Represent the District with dignity, integrity, and a spirit of cooperation in all relationships with staff and the public.
4. Maintain basic records required of position.
5. Ensure that all activities conform to district guidelines.
6. Communicate effectively with all members of the school district and community.
7. React to change productively and handle other tasks as assigned.
8. Support the philosophy and vision of Eau Claire Public Schools.

ESSENTIAL DUTIES AND RESPONSIBILITIES OF POSITION:

1. Adapts classroom activities, assignments and/or materials under the direction of the supervising teacher for the purpose of supporting and reinforcing classroom objectives.

2. Implements, under the supervision of assigned teacher, instructional programs and lesson for the purpose of ensuring all students are provided the opportunity to learn the grade level and curriculum expectations.
3. Supports classroom teachers and other school personnel for the purpose of assisting them in the implementation of curriculum and teaching expectations.
4. Assists students, individually or in small groups, with lesson assignments for the purpose of practicing and/or reinforcing learning expectations and assisting students in reaching academic goals and grade level standards.
5. Attends meetings, in-service presentations and/or parent and family engagement activities for the purpose of acquiring and/or conveying information relative to job functions.
6. Communicates with teachers and/or parents as may be required for the purpose of assisting in evaluating progress and/or implementing IEP/EDP objectives.
7. Maintains classroom equipment, work area, and records (manual and/or electronic) for the purpose of ensuring availability of items; provides a safe learning environment; and/or meets mandated requirements.
8. Monitors individual and/or groups of students in a variety of settings (e.g., classroom, playground, field trips, library, lunchroom, bus loading/unloading) for the purpose of providing a safe and positive learning environment.
9. Reports observations and incidents relating to specific students (e.g., accidents, fights, inappropriate social behavior, violations of rules, safety conditions) for the purpose of communicating information to appropriate instructional and/or administrative personnel.
10. Acts as a translator (if able) for students and families for the purpose of assisting with communication.
11. Responds to emergency situations (e.g., injured student, fights) for the purpose of resolving immediate safety concerns and/or directing to appropriate personnel for resolution.

ESSENTIAL JOB FUNCTIONS Able to handle the Physical Demands and Environmental Factors related to the position:

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential responsibilities and functions of the job. Unless reasonable accommodations can be made, while performing this job the staff member shall:

1. Requires prolonged sitting or standing.
2. Requires stooping, kneeling, crawling, bending, turning, and reaching.
3. Sit, stand and walk for required periods of time.
4. Speak and hear.
5. Use close vision, color vision, peripheral vision and depth perception along with the ability to focus vision.
6. Reach with hands and arms and use hands and fingers to handle objects and operate computers, and/or controls.

ENVIRONMENTAL DEMANDS The environmental demands described here are representative of those that must be met by an employee to successfully perform the essential responsibilities and functions of the job and are not meant to be all inclusive.

1. Exposure to a variety of childhood and adult diseases and illnesses.
2. Occasional exposure to a variety of weather conditions.
3. Exposure to heated/air conditioned and ventilated facilities.
4. Function in a workplace that is usually moderately quiet but that can be noisy at times.

The information contained in this job description is for compliance with the American with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. Except as otherwise provided by an employee's collective bargaining agreement or individual contract, employment between an employee and the Eau Claire Public Schools is on an at-will basis.

This means that the employee is free to resign his/her employment at any time, for any reason, and the Eau Claire Public Schools retains that same right. No individual supervisor, manager or officer can make a contrary agreement, except for the Superintendent, and even then, such an agreement must be set forth in a written employment contract with the employee, signed by the Superintendent. All employees of the Eau Claire Public Schools are required to abide by the policies and regulations of the Board of Education. Copies of these policies and regulations are kept at the Superintendent's office.

Updated:**August, 2018**

APPENDIX D: DOCUMENTATION OF GRIEVANCE

Grievance Procedures & Process

“Grievance” shall mean any dispute between the Employer & the Union, or any Employee represented by the Union.

Grievance Steps	
<u>Step 1</u>	<p>Any Employee having a potential grievance shall discuss and have documented the issue within five (5) days, with his/her immediate supervisor.</p> <ul style="list-style-type: none"> ● Documentation includes date of meeting, date of incident, brief description, attendees, action plan to resolve, timeline, signatures, and date. ● The Employee shall have the right to have a representative present during such discussion.
<u>Step 2</u>	<p>If the grievance is not resolved during the informal and documented discussion in Step 1:</p> <ul style="list-style-type: none"> ● 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.
<u>Step 3</u>	<ul style="list-style-type: none"> ● 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. <ul style="list-style-type: none"> ○ 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. ● The Superintendent shall give his/her decision in writing to the grievant within ten (10) working days of the meeting in Step 3.
<u>Step 4</u>	<ul style="list-style-type: none"> ● 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.
<u>Step 5</u>	<ul style="list-style-type: none"> ● 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

Employee & Supervisor Discussion & Documentation

Step 1: Grievance Discussion

Employee Issue/Incident Report	
Employee Name	
Supervisor Name	
Date of Meeting	
Date of Incident or Situation (If Applicable)	
Location of Incident (If applicable)	
Brief Documentation	
Attendees	
Action Plan	
Timeline	
Supervisor Signature	
Employee Signature	
Union Representative	

APPENDIX E: REQUEST/DONATION FROM/TO PAID LEAVE BANK

Coming soon