

4/30/2000

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MASTER AGREEMENT
BETWEEN THE
EATON INTERMEDIATE SCHOOL DISTRICT
AND THE
EATON ISD
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION, MEA/NEA

1998 - 2000

Eaton Intermediate School District

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AGREEMENT

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

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

ARTICLE 1 - RECOGNITION

- A. The District hereby recognizes the Association as the exclusive representative for all full-time and regularly scheduled part-time paraprofessionals (including related services assistants, therapist assistants and technicians), secretarial/clerical, and custodial/maintenance employees.

Excluded from the bargaining unit are superintendent's secretary, business office administrative assistant, personnel assistant, co-op students, internists, administrative and other executive employees, substitute employees and all others.

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

- B. Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this agreement, shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:
1. Full time: A bargaining unit member who is employed at least 30 hours per week.
 2. Part time: A bargaining unit member who is employed less than 30 hours per week.

3. Probationary: A bargaining unit member who is employed to fill a full or part time position for a trial period of ninety (90) work days.
- C. "Substitute" shall be defined as a person scheduled to work in the absence of a regular employee on a leave of absence (paid or unpaid) including vacation and during the period of time required to post and fill vacancies.
- D. Incidental work performed by administrators or supervisors resembling duties and responsibilities of bargaining unit members shall not be construed as bargaining unit work for the purposes of this Agreement.
- E. The District may continue to use volunteers to supplement the educational program as volunteers have been used historically.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws and applicable state statutes. The rights granted to either hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE 2 - DISTRICT RIGHTS

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

- A. Manage and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
- B. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict

with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.

- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, effectuate an employee evaluation system, assign work or extra duties to employees, determine the size of the work force and to lay off employees.
- D. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the instruction of new and/or improved methods or changes therein.
- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including physical conditions.
- G. Determine the location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- H. Determine the placement of operations, production, services, maintenance or distribution of work, and the source of materials and supplies.
- I. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- J. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
- K. Determine the policy affecting the selection, testing or training of employees providing such selection shall be based upon lawful criteria.

ARTICLE 3 - ASSOCIATION AND MEMBER RIGHTS

- A. The facilities and equipment of the District shall be available to the Association in accordance with Board policy.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information covered by the Freedom of Information Act and the Public Employment Relations Act.

- C. The private life of an employee is his own affair unless his conduct shall adversely affect his relationship with students or the discharge of his professional duties.
- D. The Board hereby agrees that it will comply with Federal laws prohibiting discrimination and with all requirements imposed by or pursuant to regulations of the United States Department of Education.

ARTICLE 4 - AGENCY SHOP

- A. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Association, the amount of which shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization the Board shall deduct such dues in twenty (20) consecutive pay periods commencing with the second pay period in September of each year. Such sums deducted as dues or as a Representation Benefit Fee, subject to Subparagraph B. thereof, shall be remitted not less frequently than monthly to the Michigan Education Association, accompanied by a list of employees from whom the deductions have been made.
- B.
 - 1. Any bargaining unit member who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Association's administrative procedures adopted pursuant to that policy. The Representation Benefit Fee shall not exceed the amount of the Association dues collected from Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Association, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Association.
 - 2. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

3. The Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under this save harmless clause.
 4. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section B.,1., above.
 5. Should the indemnification provision set forth above be declared unenforceable or void by a court of competent jurisdiction, Section B.,1., above shall immediately be considered inoperative.
- C. Authorization for deductions of political action contributions must be made each calendar year on a form provided by the Association.

ARTICLE 5 - COMPENSATION

- A. Wage schedules of employees covered by this Agreement are set forth in Schedule A, which is attached to and incorporated into this Agreement. Such wage schedules shall remain in effect during the period of this Agreement.
- B. All new employees may be given experience credit on the appropriate wage schedule up to three (3) years as determined by the Superintendent.
- C. Longevity - Longevity shall be defined as years of service (on the active payroll) in the Eaton Intermediate School District and any Board approved credit granted upon time of employment. An employee shall receive an annual longevity payment in accordance with the following:

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

These payments are not cumulative. Employees receiving longevity payments which are greater than the above amounts as of September 1, 1992 shall be grandfathered at the hourly amount they were receiving on that date until such time as they are eligible to be placed on a higher step as defined above.
- D. Employees who are required by the administration to use their automobile for their job responsibilities shall receive mileage reimbursement at the same rate as certified employees of the ISD.

- E. An employee shall not accept a fee or any other remuneration for services normally available through the school system.
- F. Honorariums received for services outside the district shall be handled according to the following:
 - 1. If the service is performed outside of regular work hours, the honorarium goes to the employee.
 - 2. If performed within the regular hours, then the honorarium goes to the Board, provided that the portion of the honorarium that exceeds the regular pay shall go to the employee.
- G. Compensation will be paid by one of the following options selected by the employee:
 - 1. 26/27 equal pay periods.
 - 2. 26/27 equal pay periods with the option of requesting the balance of contract on the last pay period of the school year. Notification of such request must be made in writing to the Employer by April 1 of each school year.
 - 3. 21 equal pay periods.
- H. Any employee promoted to a higher paying classification shall be placed on the first wage schedule step which would give the promoted employee a pay raise.
- I. Employees receiving education credit as of August 26, 1992 shall continue to receive said credit. Any employee working toward credit as of that date may continue working toward the next credit level but shall not be allowed to work toward further credit.

ARTICLE 6 - INSURANCE

- A. Upon appropriate application, and to the extent allowed by the insurance carrier, the Board shall pay the premium for a health insurance program comparable to the one available to the administrators of the Eaton ISD, a vision insurance program comparable to VSP 2 and a 75/50/50:\$500 dental program. The Board reserves the right to choose the carrier(s) of insurance programs. Employees may select MESSA health insurance in lieu of the program offered by the Board, but will pay the difference in cost between the Board program and the MESSA option. If an employee does elect the MESSA health insurance, this payment shall be deducted from his/her wages on a per pay basis (based on the number of pay periods elected by the employee) prior to the time payment is due to the insurance company.

Employees electing this option shall sign a payroll deduction authorization form. The Employer shall institute an IRS Section 125 Plan as soon as possible after ratification of this Agreement.

- B. Employees not electing health insurance shall receive a cash payment in lieu of the health insurance. Said monies may be applied to MESSA variable options and/or tax deferred annuity plans with the following companies: American Express, Metropolitan, MEFSA, American Funds, Fidelity or VALIC. The monthly amount of the cash payment shall be the same as that of the certified staff. As new tax rulings apply, the Board may be required to develop a system of withholding tax on certain benefits. Payroll deductions shall be available for all additional MEFSA programs.
- C. Individual liability insurance coverage will not be provided by the Board.
- D. The Board shall pay the premium for a \$5,000 life insurance program for each employee. If the MESSA program offered as an option contains the \$5,000 life insurance, the payment of those employees selecting MESSA, as defined in Section A above, shall be reduced by \$2.36 per month.
- E. An employee on an unpaid leave of absence shall have such fringe benefits as are available to the extent allowed by the carrier, provided said employee reimburses the district the cost of the benefits. An employee on an unpaid leave under the Family and Medical Leave Act shall be entitled to paid benefits as provided by the law.
- F. Employees who work less than full time shall receive a prorated share of fringe benefits except the dental and vision premium, which shall be paid in full by the Board.

ARTICLE 7 - WORK SCHEDULE

- A. The assignment and work schedule of each employee shall be determined by the Administration. Continuing employees shall receive written notice of their tentative assignment for the coming school year no later than July 30. In the event that changes in such assignments are necessary, all employees affected shall be consulted promptly or notified by registered or certified mail. The administration shall consult with a committee of two (2) appointed by the Association President when determining assignments for the subsequent year. Prior to reducing the hours and/or days of employees, the Board shall consult with the Association and give written notice to the affected employee(s).
- B. Paraprofessionals and physical/occupational therapist assistants can generally expect to work the same number of days and hours as the regular school year schedule of the students to which they are assigned, however, the Employer reserves the right to add to, or subtract from the number of days and/or hours any employee is scheduled to work. Except in case of an emergency, the Board shall

give written notice to the employee at least five (5) workdays in advance of any permanent change in the number of days and/or hours. The annual employment letter will reflect the regularly assigned hours of the position.

- C. Any employee working four (4) or more hours per day shall be entitled to a fifteen (15) minute break. Any employee working six (6) or more hours per day shall be entitled to two (2) fifteen (15) minute breaks. Break periods shall be scheduled by the administrator who the employee reports to. A classroom aide with two (2) break periods may take the option of a paid thirty (30) minute lunch period in lieu of the break periods if this is agreeable to the employee's supervisor.
- D. Summer work shall be offered to bargaining unit members within the affected classification before outside applicants are considered. Pay for summer work shall be at the regular rate of pay if the employee is working within his/her classification. Pay for summer work outside of the employee's regular classification shall be at the substitute rate of pay unless the employee is regularly scheduled to work during the summer. Employees who apply for and work in another classification must be qualified for the work.

ARTICLE 8 - PAID LEAVES

- A. Personal Illness or Injury Leaves - On July 1 of each school year, employees shall be credited with 10 days of sick leave. Employees who have extended year schedules shall have a prorated amount of sick days, up to 12 days for full year employees. In all cases, the unused portion shall accumulate to 120 days.
- B. Paid Leave - On July 1 of each school year, school year employees shall be credited with two (2) personal leave days. Employees with extended year schedules shall have a prorated amount, up to three (3) days for full year employees. These days may be used at the discretion of the employee, but must be a part of a work schedule approved by the employee's supervisor. Unused personal leave days will accumulate as sick leave days.
- C. Funeral/Deaths - Absences with pay, not chargeable to sick leave, can apply to the following circumstances:
 - 1. Up to ten (10) days for the death of a spouse, son or daughter.
 - 2. Up to five (5) days for the death of a brother, sister, mother, father, grandchild, father-in-law, mother-in-law or grandparent.
 - 3. Leave not to exceed one (1) day per death of any relative not listed in numbers 1. and 2. above.
 - 4. Other deaths: Employees can use sick leave for the death of any other person.

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

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

- E. The Association shall be credited with five (5) days each year for Association business. The Association shall give the Employer at least forty-eight (48) hours advance notice of such use.

- F. In accordance with the conditions and procedures below, an employee shall earn vacation days.

1. Positions eligible for earning vacation prior to October 1, 1992 shall continue to be eligible for earning unpaid and paid vacation (i.e., Custodians, Administrative Assistant/Accounting Clerks, Program Assistants/Word Processor, Technicians, working at least 215 work days).
2. **Unpaid Vacation:** Days shall be listed in each letter of employment for those positions to which this article applies. The number of unpaid vacation days will be the difference between 250 available work days minus total number of work days specified in each letter of employment. Unpaid vacation shall not increase nor decrease the number of work days for the employee.
3. **Paid Vacation:** Upon the conclusion of 15 years of employment (15 years from date of hire), one week of paid vacation will be granted. Paid vacation will reduce the number of work days by a number equal to the number of paid vacation days. Less than full-time employees will receive a prorated share of vacation days.
4. Requests for vacation days are to be made to the employee's immediate supervisor at least two (2) weeks in advance. Approval will be granted (or denied) in writing at least five (5) days after the request has been submitted to the employee's supervisor.

5. Vacation days are intended to be used by the conclusion of each year. By administrative approval, an employee can carry up to 15 unused days into the next year of employment, but they must be used within that period.
 6. Employees who leave in mid-year, having overdrawn any leave time, shall have appropriate deductions made from payroll, or shall be billed for said overpayment.
- G. Any employee called for jury duty during working hours shall be paid his/her regular wages and the amount received for the duty is retained by the employee.
- H. If severe weather causes the closing of schools, these guidelines will be followed:

Instructional Support Employees

Bargaining unit members shall follow the schedule of the district or building to which they are assigned in terms of the closing of school and the rescheduling of any make-up days. In no case shall any bargaining unit member receive more than two "free" snow days.

Other Employees (i.e., custodians, secretaries, technicians, etc.)

All other support employees who are unable to report on snow days beyond the first two "free" days may opt to use a paid leave day (Article 8,B.) in lieu of coming to work. Employees who are unable to report or who will not be able to report on time shall make a courtesy phone call to their supervisor.

- I. Authorized paid leave shall count as hours worked for the purpose of overtime computation.
- J. At the time of retirement, employees covered by this Agreement shall be paid the amount of their daily rate times their accumulated sick leave days, up to a maximum of \$2,500. All personnel wishing to receive this incentive must have been employed by the Eaton Intermediate School District for at least ten (10) years and be eligible to receive Michigan Public School Employees Retirement.

ARTICLE 9 - UNPAID LEAVES

- A. Any employee interested in applying for an unpaid leave of absence (including unpaid days off) must submit a written application to the Superintendent which includes the requested beginning and ending date of the leave and the purpose for requesting the leave.

- B. It is expressly understood the right to grant or a reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent. The denial of a leave request is not subject to the grievance procedure.
- C. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a substitute. Upon expiration of the leave, the employee will be returned to the substitute's position if the leave is for one (1) calendar year or less. Employees who are on leave for more than one (1) calendar year may return to their classification if a vacancy exists on the date the leave expires in the classification they were in at the time of the leave. If no vacancy exists at the expiration of the leave, the employee may apply for vacancies in accordance with Article 11.
- D. Seniority and salary schedule credit shall not accrue during unpaid leaves of absence.
- E. An employee may request an early termination of leave. Such requests shall be reviewed by the superintendent and, if granted, shall be with the intent of causing minimal disruption to the district.
- F. In the event of a necessary reduction in staff, the Board may grant a request for leaves of absence provided that the granting of such leave prevents a layoff in the employee's classification.

ARTICLE 10 - LAYOFF, RECALL AND SENIORITY

A. SENIORITY

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

Program Assistant/Word Processor
Administrative Assistant/Accounting Clerk
Related Services Assistant
Paraprofessional
Maintenance/Custodial
Courier/Custodian
Technician
Physical/Occupational Therapist Assistant

Seniority shall not accrue while on layoff and unpaid leave as provided in Article 9. An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.

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

Employees working 184 days or more in a year shall receive a full year of seniority credit. Employees working less than 184 days shall be credited with the actual number of days worked in that year.

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

- a) Employees having the earlier starting date of work within the bargaining unit shall be considered as having more seniority.
 - b) In the event two or more employees share the same starting date of work within the bargaining unit, relative placement on the seniority list shall be determined by lottery.
2. All newly hired employees shall serve a ninety (90) work day probationary period. There shall be no seniority granted to probationary employees, however, upon successful completion of the probationary period, the employee's seniority date shall reflect the employee's initial date of hire as a regular employee.

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

3. The District shall prepare and post a new seniority list by October 1 of each year.

B. LAYOFF AND RECALL

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

1. Reassignment within classification:

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

closely coincides with the affected employee's former schedule of hours for which he/she is qualified.

If there are no positions available to the employee that have workdays/hours equal to 80% or more of the employee's previously scheduled workdays/hours, the employee at her/his option may be laid off.

2. Reassignment to another classification:

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

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

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

Laid off employees will be recalled in inverse order of layoff to vacancies within the classification from which they were laid off, or to classifications in which they have

frozen seniority, provided they are qualified. Recall rights are restricted to non-probationary employees, and only for a period of 18 months from the effective date of layoff.

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

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

ARTICLE 11 - VACANCIES AND TRANSFERS

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

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

Any individual granted a position under this Article or electing to return to his/her former position under the terms of Section B shall be prohibited from applying for

another position for a period of twelve (12) months from the effective date of assignment in the posted position. This prohibition shall not apply in instances where the position would constitute an increase in compensation for the affected employee.

- C. The reassignment of bargaining unit personnel granted a position may be postponed at the District's option. In such instances, substitutes will be utilized to temporarily fill the position and the reason for the delay shall be communicated to the Association. However, the bargaining unit member will receive the wage for the new position from the date the Board appoints the employee to the position.
- D. Employees not actively employed in the summer who are interested in being notified of vacancies which arise during the summer must submit a written request to the Superintendent by June 1 of each school year.
- E. In the event an employee is temporarily reassigned for a period in excess of fifteen (15) consecutive work days to substitute for an absent regular bargaining unit member in a higher paying position, the reassigned employee will receive the higher rate of pay for the period of the assignment.

ARTICLE 12 - EVALUATION

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

ARTICLE 13 - DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

- A. Non-probationary employees will not be disciplined or discharged without just cause. Confirmation of discipline or discharge will be issued in writing stating the reasons for the action. A copy of the written statement will be provided to the Association representative when time off or discharge is involved.
- B. At the request of an employee, the employee will be permitted to discuss his discipline or discharge with his Association representative. At the request of the Association representative or employee, the supervisor will meet with the Association representative and employee prior to the employee being required to leave the facility in the instance of suspension or discharge.
- C. An appeal regarding disciplinary action will be submitted to Level Two of the grievance procedure within five (5) calendar days.

- D. No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline unless the employee has been informed of the complaint. An employee may submit a written notation or reply regarding any written complaint put in the employee's file, and the same shall be attached to the file copy of the material in question.

ARTICLE 14 - GRIEVANCE PROCEDURE

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

The discipline and discharge of probationary employees shall not be the basis of any grievance filed under the procedure outlined in this Article.

- B. The Association shall designate one Association representative per building to handle grievances at Level 1.

- C. The term "days" as used herein shall mean business days on which Central Office is open.

- D. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant or grievants;
2. It shall contain a synopsis of the facts giving rise to the alleged violation;
3. It shall cite the section or subsections of this contract alleged to have been violated;
4. It shall contain the date of the alleged violation;
5. It shall specify the relief requested.

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

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

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

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

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

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, then the Association may submit the matter to the Michigan Employment Relations Commission or American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to:

1. Rule on an issue previously barred from the scope of the grievance procedures.
 2. Add to, subtract from, or otherwise modify the expressed terms and conditions of this agreement.
 3. Establish wage schedules.
 4. Rule on an issue involving employee evaluation.
 5. Interpret law or issue a ruling on a subject where there is a procedure prescribed under law for seeking relief (e.g., Wage and Hour, E.E.O., M.E.R.C., Etc.).
 6. Rule on any matter involving the discipline or discharge of a probationary employee.
- F. There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Association, the Board and on all parties.
- G. No decision of the arbitrator in any one case shall require retroactive adjustment in any other case.

- H. The expenses of the arbitration proceedings shall be borne equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses which are called by them. .
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when an employee or a participating Association representative are to be at their assigned duty stations except as agreed by the parties. In such instances employees will suffer no loss of pay.
- J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder prior to the expiration of this agreement may be processed through the grievance procedure until resolution.

ARTICLE 15 - SEVERABILITY

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

ARTICLE 16 - NO STRIKE CLAUSE

- A. The Association and District recognize that strikes and other forms of work stoppages by employees are contrary to law and public policy. The Association and the District subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any employee take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in this or any other school system. Failure or refusal on the part of any employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the District.
- B. The District agrees it will not lock out employees during the term of this agreement. This provision shall not be construed to prohibit the District from sending employees home during a strike by another labor group or by the Association and/or certain of its members in violation of section A.

ARTICLE 17 - ENTIRE AGREEMENT

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

ARTICLE 18 - DURATION

All articles of this Agreement shall be effective upon ratification by the District and shall remain in effect until June 30, 2000. Wage increases shall be retroactive to July 1, 1998. Either party may serve notice to terminate or amend this Agreement by giving written notice to the other party on or before May 1, 2000.

Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail and addressed, if to the Association, to the 8-E Uniserv Director, 1601 East Grand River, Lansing, MI 48906 and if to the Employer, to Eaton Intermediate School District, 1790 E. Packard Highway, Charlotte, MI 48813, or to any such address as the Association or the Employer may make available to each other.

If neither party shall give notice to terminate this Agreement as provided above, the Agreement shall continue in effect for successive periods of one year, unless and until written notice of termination is given on or before March 1, on any subsequent contract anniversary date.

In Witness Whereof, the parties have executed this Agreement.

BY *Jessica M. Fields*
President of the Board 05/10/99

BY *Deborah Furlong*
President of the Association 5-6-99

SCHEDULE A - WAGE SCHEDULE

PARAPROFESSIONAL		
STEP	1998 - 1999	1999 - 2000
1	8.90	9.08
2	9.60	9.79
3	10.29	10.50
4	11.19	11.41
5	11.89	12.13
6	12.71	12.96
7	13.52	13.79
8	14.25	14.54
9	14.91	15.21
10	15.76	16.08

RELATED SERVICES ASSISTANT		
STEP	1998 - 1999	1999 - 2000
1	9.57	9.76
2	10.26	10.47
3	10.97	11.19
4	11.86	12.10
5	12.58	12.83
6	13.33	13.60
7	14.13	14.41
8	14.98	15.28
9	15.88	16.20
10	16.84	17.18

SCHEDULE A - WAGE SCHEDULE

PROGRAM ASSISTANT/WORD PROCESSOR		
STEP	1998 - 1999	1999 - 2000
1	9.18	9.36
2	9.85	10.05
3	10.51	10.72
4	11.38	11.61
5	12.07	12.31
6	12.80	13.06
7	13.56	13.83
8	14.36	14.65
9	15.23	15.53
10	16.14	16.46

ADMINISTRATIVE ASSISTANT/ACCOUNTING CLERK		
STEP	1998 - 1999	1999 - 2000
1	9.76	9.96
2	10.47	10.68
3	11.18	11.40
4	12.10	12.34
5	12.83	13.09
6	13.60	13.87
7	14.40	14.69
8	15.28	15.59
9	16.21	16.53
10	17.18	17.52

SCHEDULE A - WAGE SCHEDULE

TECHNICIAN		
STEP	1998 - 1999	1999 - 2000
1	16.77	17.11
2	17.58	17.93
3	18.47	18.84
4	19.32	19.71
5	20.25	20.66
6	21.23	21.65
7	21.97	22.41
8	22.71	23.16
9	23.45	23.92
10	24.19	24.67

PHYSICAL/OCCUPATIONAL THERAPIST ASSISTANT		
STEP	1998 - 1999	1999 - 2000
1	15.74	16.05
2	16.63	16.96
3	17.85	18.21
4	18.77	19.15
5	19.73	20.12
6	20.71	21.12
7	21.73	22.16
8	22.76	23.22
9	23.83	24.31
10	24.97	25.47

SCHEDULE A - WAGE SCHEDULE

MAINTENANCE/CUSTODIAN		
STEP	1998 - 1999	1999 - 2000
1	9.50	9.69
2	10.18	10.38
3	10.88	11.10
4	11.79	12.03
5	12.50	12.75
6	13.25	13.52
7	14.05	14.33
8	14.89	15.19
9	15.78	16.10
10	16.71	17.04

COURIER/CUSTODIAN		
STEP	1998 - 1999	1999 - 2000
1	8.32	8.49
2	8.90	9.08
3	9.53	9.72
4	10.20	10.40
5	10.90	11.12
6	11.67	11.90
7	12.48	12.73
8	13.37	13.64
9	14.31	14.60
10	15.29	15.60