

6/30/96

AGREEMENT

between

EAU CLAIRE PUBLIC SCHOOLS  
Hereinafter referred to as the Employer

and

MICHIGAN EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION  
Hereinafter referred to as the Union

*Eau Claire Public Schools*

Contract for: July 1, 1993 - June 30, 1996



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## ARTICLE I

### Purpose

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

## ARTICLE II

### Recognition

Pursuant to and in accordance with all applicable provision of Act 337 of the Public Acts of 1947, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the following:

1. All full-time and regular part-time custodial/maintenance, food service employees and paraprofessionals excluding casual, substitute, PIC, student and seasonal employees, supervisors as defined in the Act and all other employees.
  - A. Full Time: An employee who is employed at least thirty (30) hour per week.
  - B. Part Time: An employee who is employed less than thirty (30) hours per week.
  - C. School Year Employee: An employee employed to work at least one hundred seventy (170) days and whose employment follows the school calendar.
  - D. Full Year Employee: An Employee who is employed on a twelve (12) month basis.

## ARTICLE III

### UNION RIGHTS

- A. The Union agrees that following thirty (30) days after the effective date of this Agreement or thirty (30) days after the commencement of employment, whichever comes later, each bargaining unit member shall, as a condition of employment, have deducted from their pay monthly either;
  1. Membership dues of the Union, or
  2. Representation service fees not more than the amount of dues uniformly required of members of the Union.
    - a. Employees electing to pay the service fee may have the thirty (30) day deadline extended until such time the Union has certified the exact amount of the service fee for a given year.

B. The Union shall certify to the Board at the beginning of each school year the membership of the Union subject to deduction of membership of the Union subject to deduction of membership dues and the amount of the monthly Union dues to be deducted. The Union shall also certify to the Board at the beginning of each school year the amount of the monthly representation service fee to be deducted. These amounts so certified and deducted shall be forwarded to the Union, provided that when an employee objects to the proper amount of such deduction, the deduction as certified by the Union shall be placed in an escrow account by the board until a determination of the proper amount of the deduction has been adjudicated in the proper administrative and/or judicial forums.

C. The Union agrees to indemnify and hold the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, damages, awards, judgements or other forms of liability including but not limited to back pay damages and all court or administrative agency costs that may arise out of or by reason of any action taken by the Board for the purpose of complying with this Article or because of clerical error in the administration thereof. It is specifically and expressly agreed that any payment for these specified reasons shall be made directly from the Union to the demanding party and at no time shall the Board be obligated to pay out any monies for any reason associated with the provisions of this Article.

D. Stewards

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

E. Visitation

Upon request by the Union and the presentation of proper credentials to the Superintendent of Schools or his designated representative, officers or accredited representatives of the Union may be admitted onto the Employer's premises during working hours for the purpose of ascertaining whether or not 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 school and its students.

F. Bulletin Board

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

G. Use of Facilities and Equipment

The Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating 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 incident to such use and shall be responsible for proper operation of all such equipment.

ARTICLE IV

MANAGEMENT RIGHTS

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

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

7. Determine the source of materials and supplies.
8. Determine the policy affecting the selections, testing or training of employees, providing that such selection shall be based upon lawful criteria.

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 specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to 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 V

#### JURISDICTION

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

In interpreting the meaning of Article V, it is mutually agreed that 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 in providing materials and services about the school premises.

- B. Any student working in conjunction with an assigned custodian within a building shall be under the direction of the custodian in charge of the area.
- C. Whenever there are extra activities scheduled in the kitchen and there is no regular cafeteria employee scheduled during said activity, the Employer shall assign supervisory personnel to cover such activity. Not for profit activities shall be excluded from the provision.
- D. 1. Whenever there are extra activities, the Employer shall assign supervisory personnel to cover such activity. To facilitate proper maintenance, a regular custodian shall be assigned to cover the last three (3) hours of such activity if scheduled to proceed beyond six (6) hours. When the Board underwrites the activities at its costs, the Employer may assign a regular custodian to cover such activity, provided such assignment is



consistent with Article XIII, Section E.

2. During the summer months when custodial and maintenance staff work a 7 a.m. to 3 p.m. shift, the Board may assign a custodian to cover regular and special school board meetings.

## ARTICLE VI

### SUBCONTRACTING

The Board will continue its established policy and practice of giving employees preference for work they have customarily performed. In accordance herewith, the Board will not sub-contract work unless (a) the skills needed to perform the work specified are unavailable in the school system, (b) the schedule for such work cannot be met with the manpower available for such work, or (c) the work to be completed under an officially approved, non-school funded, work program such as is commonly operated by PIC or the Department of Social Services. Social Services personnel used by the Board must perform in accordance with legal provisions common to PIC, that no Social Services personnel may be used to reduce hours of employment or to be used to replace members of bargaining unit.

## ARTICLE VII

### SENIORITY

- A. A newly hired employee shall be on a probationary status for sixty (60) working days taken from and including the first day of employment. If at any time prior to the completion of the sixty (60) working day probationary period the employee's work is unsatisfactory, he may be dismissed by the Employer during this period without appeal by the Union. Probationary employees who are absent during the first sixty (60) working days of employment shall work additional days equal to the number of days absent and such employee shall not have completed his probationary period until these additional days have been worked.
- B. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first working day. In the event that two or more employees begin to work on the same working day, such employees shall be placed on the seniority list, based on the first letter of their last name. (Example: Able would have more seniority than Brown.)
- C. An employee will lose his/her seniority for the following reasons:
  1. He/she resigns.
  2. He/she is discharged for cause.
  3. Absent for three (3) consecutive working days without notifying the Employer.

4. If an employee does not return from sick leave or leave of absence on the date he is due to return, except if such employee notifies the Employer by not later than forty-eight (48) hours prior to the date the employee is scheduled to return to work.
- D. Seniority shall be retained but shall cease to accumulate for an employee who is transferred to a supervisory position, with that employee having the right to exercise his seniority and return to the bargaining unit by giving the Employer two (2) weeks advance notice in the event that he vacates his supervisory position.
- E. An agreed-to seniority list shall be made available to each employee covered by this Agreement on or about July 1st of each year. Such list shall contain date of hire, employee's location and classification. The seniority date in each case shall be as of the first working day from the Employee's last date of hire in the bargaining unit.

#### ARTICLE VIII

#### VACANCIES AND TRANSFERS

- A. A vacancy is defined as a newly created position in the bargaining unit or a bargaining unit position which is to be continued following a retirement, resignation, quit or other termination and is to be filled by transfer or new hire. Notice of all vacancies and newly created positions 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 or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided, he/she has the necessary qualification to perform the duties of the job involved. Newly created positions or vacancies are to be posted in the following manner: the type of work; the place of work; the starting date; the rate of pay; the hours to be worked; and the classifications. The employer retains a right to occupy the vacancy with a substitute until time the vacancy is occupied.
- B. Any employee temporarily transferred from his classification to another classification within the bargaining unit shall be paid either the rate of the position from which he is transferred, or the rate of the positions to which he is transferred, whichever is higher.
- C. Temporary transfers shall be for a period of no longer than thirty (30) calendar days, except in the event that both parties mutually agree to an extension of the thirty (30) calendar day time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) calendar days, the position shall be considered an open position and posted for bidding from interested employees.

D. New Jobs

1. The Employer shall notify the Union, in writing, when new jobs or revised job duties are required during the term of this Agreement. In the event they cannot be properly placed into an existing classification by mutual agreement between the parties, the Employer shall place into effect a new classification and rate of pay for the job in question, and shall designate the classification and pay rate as temporary.

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

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

## ARTICLE IX

### REDUCTION IN PERSONNEL, LAY-OFF, AND RECALL

A. Layoffs shall be defined as a reduction in the work force beyond normal attrition when the Employer determines that such a reduction is necessary.

B. When the Employer determines that it is necessary to reduce the work force employees to be laid off shall be notified of the layoff at least 21 calendar days prior to the effective date of the layoff.

C. In the event of reduction in the work force, the Employer shall first lay-off probationary employees within the classification being reduced. Should further reduction of the classification occur, the least senior employees shall be reduced provided there are more senior employees remaining who are qualified and able to perform the duties of the available positions. No new employees or substitute shall be employed by the Employer to fill a vacancy or newly created position if there are employees on layoff with rights to recall according to Article IX Section I below who are qualified and able to perform the duties of the available position.

D. Employees whose positions have been eliminated due to a reduction of their classification shall have the right to assume a position within their classification for which they are qualified and able to perform the duties, which is held by the least senior employed in the classification.

E. In the event of the reduction in hours of work for an employee, the employee may claim seniority over another employee in their classification for the purpose of maintaining his/her normal work schedule, provided he/she has greater seniority in the classification than the employee he/she seeks to replace and is qualified and able to perform the duties of the position. In no case shall a reduction of any employee's work hours take effect until the Employer gives ten (10) work days written notice to the effected employee(s).

F. A laid-off employee shall upon application, and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their insurance benefits by paying the regular monthly subscriber group rate premium for such benefits to the Employer, as permitted by the carrier.

G. Employees shall be recalled in inverse order of seniority to any position within the classification from which they were laid off provided they are qualified and able to perform all of the duties of the available position.

H. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the employee's responsibility to keep the Employer notified as to his/her current mailing address. A

recalled employee shall be given at least five (5) calendar days from receipt of notice, excluding Saturdays and Sundays, to report to work. The Employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the five (5) day period. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.

I. Employees on layoff shall retain their seniority for purpose of recall for a period of three (3) years. However, any employee on layoff with more than five (5) years seniority shall retain recall rights one (1) year for each year of seniority. After two (2) years, employees on layoff must notify the Superintendent, in writing, by July 1 of each year to be considered for further recall.

J. The Employer is responsible for initiating a recall when a vacancy exists and it is known that the vacancy will exist more than three (3) weeks.

K. It is specifically understood that an employee can only bump into positions in his or her own classification.

#### ARTICLE X

#### DISCIPLINE

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

B. When the Employer suspects that disciplinary action may be warranted, an investigation into the matter will be conducted prior to taking disciplinary action. The Employer shall notify the Employee within ten (10) days after becoming aware of the circumstances prompting the investigation that the Employee is being investigated for possible disciplinary action and that the employee will be given an opportunity to respond prior to a final decision in the matter.

C. An employee shall be entitled to have present a representative of the Union during any meeting which may lead to disciplinary action of the Employee. When a request for representation is made no further discussion or questioning of the Employee shall take place until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the Employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.



## ARTICLE XI

### GRIEVANCE PROCEDURE

A. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the Employer and the Union, or any employee represented by the Union, as to the effect, interpretation or application of the provisions of this Agreement or as to any claim of breach or violation of this Agreement by either part, provided that such dispute shall not involve a change in, addition to, or subtraction from the contract.

B. For the purpose of processing grievances, "work day" shall be defined as a day when the employee is regularly scheduled to work and for the purpose of the job 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.

C. The time elements in the Steps may be shortened or extended or waived upon written mutual agreement between the parties.

D. A grievance concerning alleged safety hazards may be processed directly to Step Three (3) of the grievance procedure.

E. Any employee or Union grievance not presented for disposition through the grievance procedure within ten (10) working days of the occurrence of the condition giving rise to the grievance, or within ten (10) working days of the date it is reasonable to assume that the employee first became aware of the conditions giving rise to the grievance, unless, the circumstances made it impossible for the employee of the Union, as the case may be, to know prior to that date that there were grounds for such claim, the grievance shall not hereafter be considered a grievance under this Agreement.

#### Step 1

- (a) Any employee having a grievance shall discuss the grievance with his group leader, and then if the grievance is not settled orally, the employee may request a meeting with the Steward to discuss the grievance.
- (b) The Steward then may submit the grievance in writing to the group leader stating the remedy or correction requested, plus the facts upon which the grievance is based, and the alleged contract violation. The employee and the Steward shall sign the grievance. The written grievance must be submitted 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, as the case may be, to know prior to that date that there were grounds for such claim.

## Step 2

- (a) The Union shall meet with the group leader or his designated representative to discuss the grievance within five (5) working days of its written submission to the group leader.
- (b) The group leader shall give his decision in writing within ten (10) working days of his meeting with the Steward.

## Step 3

- (a) If the decision of the group leader is not satisfactory, an appeal shall be presented in writing within five (5) working days to the Superintendent of Schools, who shall meet with the Union at a time mutually agreeable. The appeal shall be in writing and shall state the reason or reasons why the decision of the group leader after meeting with the Steward was not satisfactory.
- (b) The Superintendent of Schools shall give his decision in writing relative to the grievance within ten (10) working days of his meeting with the Business Representative of the Union.

## Step 4

- (a) Any appeal of a decision rendered by the Superintendent of Schools or his designated representative shall be presented to the Board of Education 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, or reasons, why the decision of the Superintendent or his designated representative was not satisfactory.

## Step 5

If the answer of the Board of Education is not satisfactory to the Union, it may invoke arbitration to resolve the grievance. If the Union desires to submit the matter to Arbitration, it shall, within fifteen (15) calendar days following receipt of the fourth step answer or following the deadline for the answer if no answer has been issued by the Board of Education within the specified time period, file a demand for arbitration with the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules and Regulations. If the grievance has not been submitted to arbitration within said fifteen (15) calendar days period, it shall be considered as being withdrawn by the Union. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. The Arbitrator shall have no authority to rule upon the termination of a probationary employee or upon any matter which is subject to any administrative agency proceeding established by law for resolution of the subject matter of the grievance. If within the scope of his/her authority as set forth herein above, the decision of the arbitrator shall be final and binding upon the parties hereto. The expenses, wages, and fees of the arbitrator and

the American Arbitration Association shall be shared equally by the Board and the Union. The expenses, wages, and fees of witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages and fees of witnesses and representatives of the Union shall be borne by the Union.

### Time Limitations

If a grievance which has not been settled at any Step of the grievance procedure is not appealed by the Union to the next succeeding Step within the time limit provided for such 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 the answer.

## ARTICLE XII

### AUTHORIZED ABSENCE

#### A. Family Medical Leave

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

#### B. Unpaid Leaves

1. An employee who, because of illness or accident which is non-compensable under Workmen's Compensation Law, is physically unable 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 he promptly notifies the Employer of the necessity therefor and provided further that he supplies the Employer with a certificate from a medical or osteopathic doctor of the necessity for such absence and for the continuation of such absence when the same is requested by the employee.
2. Leaves of Absence without pay shall be granted for a period of time up to thirty (30) calendar days of physical or mental illness, prolonged serious illness in the immediate family which includes spouse, children, parents or other dependent in immediate household.
3. Leaves of absence without pay may be granted for reasonable periods of time for training related to an employee's regular duties in an approved educational institution.



4. Whenever an employee shall become pregnant, any relating disability shall be treated as any disability or illness.
5. The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States.
6. Leaves of absence without pay will be granted to employees who are active in the National Guards or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, providing such employees make written requests for such leaves of absence immediately upon receiving their orders to report for such duty.
7. Any employee in the bargaining unit elected or appointed to full-time office or position in the Union whose duties require his absence from his work shall be granted a leave of absence without pay for the term of such office or position and shall retain their seniority during his term of office or position and at the end of such term shall be entitled to resume his regular seniority status and all job and recall rights. The leave of absence shall be subject to renewal at the end of the term of office.
8. All reasons 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 a copy sent to the Union.
9. An employee who meets all of the requirements as hereinbefore specified shall be granted a leave of absence without pay, and he shall retain seniority during his leave of absence, and he shall be entitled to resume his regular seniority status and all job and recall rights. Leaves of absence without pay may be granted at the discretion of the Employer, for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.

C. Paid Leaves

1. Sick Leave

- (a) Each employee covered by this Agreement shall be entitled to paid leave at the rate of one (1) day per month in the employee's individual paid leave bank which shall accumulate to a maximum of one hundred twenty (120) days. These days can be used in event of illness.
- (b) A newly hired employee shall be entitled to their paid leave days they have earned during their probationary period upon satisfactory completion of the probationary period.
- (c) Sick leave shall be granted to an employee when he/she is

incapacitated from the performance of his/her duties by sickness, pregnancy, injury or for medical, dental or optical examination or treatment. Sick leave shall also be granted when a member of the immediate family of the employee including spouse, children, parents or other dependent in immediate household requires the care and attendance of the employee up to ten (10) days per year. All sick leave granted will be deducted from the employee's individual leave bank.

- (d) A record of paid leave accumulated shall be provided to the employees yearly and to the Union upon request.
- (e) Accumulated sick leave shall be paid upon termination of services at 50% of the employee's then current rate.
- (f) The above provisions do not apply to part-time employees.

## 2. Personal Business Days

Personal business days shall be granted to the employee covered by this Agreement, which shall be charged to the employee's paid leave. The purpose of this leave is to relieve the employees of financial hardship in situations over which they have no control. Employees requesting personal business days other than a financial hardship shall be unpaid days. Application for this leave must be submitted in writing to their supervisor at least forty-eight (48) hours in advance, except in the event of emergency when a short notice may be accepted. (Excludes part-time employees.)

## 3. Funeral Leave

- (a) Employees may take a maximum of five (5) days per death in the employee's family which shall be deducted from the employee's paid leave bank. Family shall consist of spouse, parents, sister, brother, children, grandchildren, father and mother-in-law, brother and sister-in-law, grandparents, niece, nephew or other dependent in immediate household.
- (b) The employee may take one (1) day to attend the funeral of a non-family person which shall be deducted from the employee's paid leave bank. This leave may be taken providing that the employee attend the funeral.

## 4. Jury Duty

Full-time employees requested to appear for jury qualification or service shall receive their pay from the Employer for the actual time lost as a result of such appearance of service, less any compensation received for such jury service.

In the event an employee is released from jury duty in sufficient time to return to work and perform at least two (2) hours work, they shall be expected to return and perform their normal, customary duties. Jury duty pay will be subject to proof of service.

## ARTICLE XIII

### HOURS AND WORK WEEK

#### A. Work Week and Work Day

1. The regularly scheduled work week shall consist of forty (40) hours for full-time custodial/maintenance personnel. Full-time kitchen staff shall work a six (6) hour day. Full-time paraprofessionals/aides shall work a six and one-half (6½) hour day.
2. The normal work day shall be eight (8) consecutive hours, except when mutually agreed upon between the parties.
3. The shifts for custodial/maintenance personnel shall be as follows:

First	7:00 a.m. to 3:00 p.m.
Second	3:00 p.m. to 11:00 p.m.

The starting and ending time of the day shift may be varied up to two (2) hours. There shall be a two (2) week notice of any shift change. The position(s) affected by the shift change shall be posted as a vacancy. If no employees bid on the vacancy, it shall be assigned to the least senior employee.

4. The Board agrees to a thirty (30) hour (six (6) hours per day) work week for all cafeteria employees currently working those amounts of hours.
5. The normal work year for MESPA members shall be as follows:
  - A. Fifty-two (52) week employees: Custodians, Custodial/ Grounds, Maintenance, and Lead Custodians, July 1 through June 30.
  - B. Clerical/Teacher Aides/ISS Aides: 183 - Teacher Contract Days
  - C. Paraprofessionals/Chapter One Aides: 183 days - Teacher Contract Days
6. A. Bargaining unit members in the Food Service Department are guaranteed a minimum of one-hundred (170) days of employment per school calendar year.

#### B. Overtime Pay

1. It is hereby agreed between the parties hereto 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, he shall be paid at the rate of time and one-half (1½) for hours worked.
2. Whenever an employee is required to work on a Sunday, he shall be paid at two (2) times the regular rate for all hours worked.

3. **Unscheduled Overtime** is extended work performed beyond the normal routine of the assigned position and hours. Rotation and assignment, of overtime, to the classification will not be necessary as the work shall be performed at the beginning or end of the planned work period by the assigned employee.
4. **Scheduled overtime** is work that is planned outside the normal workday of the assigned employee or of the normal school routine. Bargaining unit members will be notified forty-eight (48) hours in advance.
5. **Compensatory time off** may be given instead of overtime pay if mutually agreeable to the employer and the bargaining unit member. Such compensatory time shall be at time and one-half 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. Employees shall be paid for any unused days accumulated.

C. Call-in Pay

Whenever an employee is called to work outside of his regularly scheduled working hours, he shall receive pay for the actual time worked at time and one-half ( $1\frac{1}{2}$ ) his regular rate or a minimum of three (3) hours pay at his straight time hourly rate, whichever is greater.

D. Lunch and Work Breaks

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

E. Equalization of Overtime

Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work provided they are qualified to perform such work.

**Custodian Overtime-**

a) In the event that an employee would be absent, the employee with the smaller amount of accumulated overtime shall be asked to work that shift. If refused, it would go to the next employee with the next least amount of overtime in the building.

b) An employee working this overtime shall not exceed more than five (5) hours overtime per shift, unless shift needs additional time. This must be clarified with supervisor.

c) Elementary custodians will have the first opportunity for outside (High School - snow removal and lawn care) overtime

d) Overtime will be posted and kept up-to-date for each custodian by the Lead Custodian.

F. Shift Differential

Employees who are scheduled to work the second (2nd) shift shall receive a shift premium of ten (10) cents per hour for all hours worked.

G. Paraprofessionals

1. Substitution for teachers-

Whenever a paraprofessional is used in lieu of hiring a substitute teacher, he/she shall be compensated at the substitute's rate of pay.

ARTICLE XIV

HOLIDAYS

A. The Employer will pay eight (8) hours (or the employee's normal daily hours), pay for the following holidays, even though no work is performed by the employees, for all the employees who are covered by this Agreement: New Year's Day, New Year's Eve Day, Memorial Day, July Fourth\*, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas, Martin Luther King, Jr. Birthday, President's Day, and Good Friday.

\*Cafeteria employees and paraprofessionals/aides shall not receive July 4 as a paid holiday.

B. Employees required to work on any of the above-named holidays, shall receive double time for hours worked in addition to the regular holiday pay.

C. If an employee is on vacation on any of the above-named holidays, he shall be entitled to an additional day off with pay for the holiday or shall receive eight (8) hours pay for the holiday. In the event that an employee is on paid leave on any of the above-named holidays, he shall not have that day charged against his allowable paid leave time.

D. Employees off sick on the holidays or the day before or after the holiday may be required to submit medical proof of illness to receive holiday pay.

E. In the event that the holiday falls on a Saturday, the employee shall be granted either the Friday prior to the holiday off with



pay, or the Monday after the holiday off with pay. If both the Friday prior to the holiday and the Monday after the holiday are school session days, the employees shall then be granted a day off with pay for the holiday at a future date that is mutually agreeable to the employee and the Employer.

ARTICLE XV

CUSTODIAL/MAINTENANCE VACATIONS

- A. All custodial/maintenance employees covered by this Agreement who have completed one (1) year of service, shall receive two (2) weeks vacation with pay; and after five (5) years of service said employee shall receive three (3) weeks vacation with pay and after fifteen (15) years of service said employee shall receive four (4) weeks vacation pay. Vacation may be carried into the next fiscal year.
- B. To be eligible for a full vacation, an employee must have worked eighty (80) percent of his regularly scheduled working hours. An employee who works less than eighty (80) percent of his regularly scheduled working hours shall receive pro-rata vacation allowance based on his actual percentage of hours worked.
- C. Employees terminating employment or on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of the vacation pay for each month or major fraction thereof between his anniversary date and his termination date.

APPENDIX

WAGES

<u>Classification</u>	<u>Probation</u>	<u>1-12 Month</u>	<u>1 Yr. to 5 Yrs.</u>	<u>5 Yrs. &amp; Over</u>
Custodian	\$8.67	\$9.28	\$10.49	\$10.57
Cafeteria	\$6.87	\$7.30	\$8.03	\$8.11
Maintenance				11.13
Paraprofessional/Aides		\$8.22/hour		
Part-time Cafeteria		\$7.30/hour		

SCHEDULE B

INSURANCE

- A. The Board shall provide, without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary the sum of \$10,000.00 upon death with provision for double indemnity in the event of accidental death.

- B. The Board shall pay 100% of the cost of MESSA Super Care I program (with MESSA Care Rider), as well as Delta Dental with orthodontics as provided for other employees in the District for the 1993-94 year. This coverage is provided for any bargaining unit employee and that employee's immediate family. This coverage will be provided for any position covered at the end of the 1992-93 school year.
- C. The District will provide VSP3 (vision program) at no cost to the employee.
- D. The District will provide Long Term Disability (LTD) program based on a 90 day start up.
- E. An employee off work on an unpaid sick leave shall have the premiums on health insurance paid by the Employer for a period of six months.

PLAN A For Employees Needing Health Insurance

SUPER CARE 1

Long Term Disability	66-2/3% \$3,000 maximum 90 calendar days - modified fill Freeze on Offsets Alcoholism/drug addiction 2 year Mental/nervous 2 year
Delta Dental	C 03 (50/50/50: \$1,000)
Negotiated Life	\$10,000 AD&D
Vision	VSP-3

Plan B For Employees Not Needing Health Insurance

Delta Dental	C 03 (50/50/50: \$1,000)
Vision	VSP-3
Negotiated Life	\$10,000 AD&D
Long Term Disability	66-2/3% Same as above
Annuity	\$30.00 per month

## ARTICLE XVI

### GENERAL

#### A. Non-Discrimination

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

#### B. Safety

The Employer and all employees shall become familiar with and abide by the rules and procedures set forth in the Michigan Occupational Safety and Health Act.

#### C. Scope, Waiver and Alteration of Agreement

1. No agreement, alteration, understanding, variation, waiver or modification of any of the terms of conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in writing between the parties hereto and the same has been ratified by the Union.
2. The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms of and conditions herein.
3. If any Article or Section of this Agreement or any supplement thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be 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 negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

#### D. Act of God Days

1. In the event that the Superintendent determines it is necessary to cancel a scheduled student instruction day, bargaining unit employees shall not be required to report for work and shall suffer no loss of pay for said day(s) provided, however the district suffers no state aid loss pursuant to applicable statute.



2. In the event school days are added to the school calendar to make up for inclement weather days, as where the District has lost state aid, ten (10) month employees shall be required to work the rescheduled days with no additional compensation. Twelve (12) month bargaining unit members shall be allowed to use their vacation days, personal business days or sick days to offset any loss of pay due to implementation of this section. Any request to use vacation days, personal business days, or sick leave days to compensate for loss of pay due to inclement weather days must be in writing to the superintendent's office.
3. If the employer either requests an employee to report to work, or if the employee is required to remain on the job when the student instruction day is cancelled, the employee shall be paid time and one-half (1½) for all hours worked. Employees shall remain available for work until 9:00 a.m. on the cancelled student instruction day.

E. TB Tests

TB tests will be paid by the Employer.

F. Uniforms

The employer shall furnish up to \$200 during the 1993-94 school for all full-time employees for the purchase of uniforms selected by the employer. The employee shall, on their own time, be given the opportunity to try stock uniforms on to determine proper size. Guidelines for use and care shall be established by the employee's immediate supervisor. Full-time employees shall receive a \$2.00 laundry allowance per week. The employee's immediate supervisor shall determine necessary uniform replacement for the 1994-95 and 1995-96 school years with the district paying for any replacement uniforms.

- G. In preceding language, the term "children" shall be interpreted to include; biological children, adoptive children, stepchildren or any child equally placed full-time in the home of the employee through a child advocacy agency.

H. Conferences

An employee released from regular duties or whose presence is requested during summer vacation by his/her supervisor for the purpose of attending or participating in mandatory conferences, workshops or professional organizational meetings that are job-related shall attend with pay. The employee shall be reimbursed for lodging, meals, registration, supplies, and travel as approved in advance by the superintendent or his/her designee.

ARTICLE XVII

TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 1996.
- B. If either party desires to modify or change this Agreement, it shall ninety (90) calendar days prior to the termination date or any subsequent termination date give written notice of amendments and shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement may be terminated by either party on ten (10) calendar days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by certified mail addressed to the Union: Michigan Educational Support Personnel Association, 104 W. Ferry Street, Berrien Springs, MI 49103, and if to the Employer addressed to: Eau Claire Public Schools, West Main Street, Eau Claire, MI 49111, or to any other address the Union or the Employer may make available to each other.
- D. This Agreement shall be effective as of July 1, 1993 and shall continue until June 30, 1996, with the exception of salary, paid benefits and extra stipends, etc., which will be opened for negotiation prior to September 1, 1994. Salary, paid benefits, extra stipends, etc., would remain the same until/unless successor language as to these issues are agreed upon.
- E. The effective date of this Agreement is July 1, 1993.

IN WITNESS WHEREOF: the parties hereto have cause this instrument to be executed,

*Sally J. Whittale*  
MESPA President

*Patricia Linn*  
Spokesperson

*Nancy A. Hausman*  
Negotiator

*Martha A. Wright*  
Negotiator

*Ara Woods*  
Negotiator

*David A. Gray*  
EAU CLAIRE PUBLIC SCHOOLS

*George M. Sharpe*

*Charlene K. Schilling*

*Arleta M. Haines*

