Master Agreement

2025-2027

Between the

Eaton RESA Educational Support Personnel
Association ECEA/MEA/NEA

and the

Eaton Regional Education Service Agency
Charlotte, Michigan

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AGREEMENT

This Master Agreement entered into between the Board of Education of the Eaton Regional Education Service Agency and/or designee, hereinafter referred to as the "District" and the Eaton RESA Educational Support Personnel Association, MEA/NEA, hereinafter referred to as the "Association", and except as otherwise stated, or required by 2011 PA 54, to be effective July 1, 2025.

The term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the recognition clause.

ARTICLE 1 – RECOGNITION

A. The District hereby recognizes the Association as the exclusive representative for all full-time and regularly scheduled part-time Physical/Occupational Therapist Assistants, Technicians, Employability Skills Trainers, Technology Assistants, Program Assistants, Administrative Assistants, Maintenance and Custodian Employees, Paraprofessionals, Great Start Readiness Program Paraprofessionals, El Classroom Assistants, CTE Technician, CTE Paraprofessionals, and Enrollment Specialists.

B. Excluded from the bargaining unit are the positions (and tasks associated with the positions) of: Executive Assistant to the Superintendent, Receptionist, Accounts Payable/Receivable Clerk Facilities Coordinator, co-op students, interns, administrative and other executive employees, substitute employees, and all others related to the District's central business office functions (i.e., business, personnel and facilities).

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) workdays. After ninety (90) workdays the position shall be posted unless the District and the Association mutually agree otherwise in writing. Positions in certain grant programs and positions of absent employees granted leaves under Article 8 (Unpaid Leaves), Section C, may be filled by temporary or substitute help. Provided the temporary assignment exceeds 10 working days, District will notify the Association when temporary employees are hired into the bargaining unit, within 10 working days of the hire.

C. Unless otherwise indicated, use of the term "employee" or "bargaining unit employee" when used hereinafter in this agreement, shall refer to all employees of the above defined bargaining unit. Within the various classifications of bargaining unit employees covered herein, there shall be the following categories:

1. Full time: A bargaining unit employee who is employed at least 30 hours per week.
2. Part time: A bargaining unit employee who is employed less than 30 hours per week.
3. Probationary: A bargaining unit employee who is employed to fill a full- or part-time position for a trial period of ninety (90) workdays.
4. Except where otherwise stated (e.g., Article 5). full-time full-year employees shall be defined as employees who are scheduled to work at least 1425 hours or more per year (July 1 to June 30) and school year employees shall be defined as employees who are scheduled to work less than 1425 hours per year.

D. "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.

E. Incidental work performed by administrators or supervisors resembling duties and responsibilities of bargaining unit employees shall not be construed as bargaining unit work for the purposes of this Agreement.

F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan Revised School Code 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

In order to carry out its responsibility for the development and operation of educational programs providing the best possible educational opportunity for the Eaton Regional Education Service Agency consistent with community resources, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in the Board by law including by way of illustration, and not by way of limitation, the following:

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, including bargaining unit employee information under MCL 423.211a. The Board also agrees to make available to the Association the initial wage calculation information for new hires of the bargaining unit and annually for all employees which will include the new hire's workdays, hours, and non-contract (unpaid) days.

C. The private life of an employee is his/her own affair unless his/her conduct shall adversely affect his/her relationship with students or the discharge of his/her 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 – 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 and including the third step as determined by the Superintendent. In special circumstances, where an applicant's qualifications and related experience justify experience credit up to step six, the Superintendent may make exceptions with the approval of the Association.

C. Employees who use their automobile for their job responsibilities shall receive mileage consistent with the Federal Government Internal Revenue Standards.

D. An employee shall not accept a fee or any other remuneration for services normally available through the school system.

E. 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.

F. Compensation for work performed shall be paid bi-weekly on an hourly basis.

G. Any employee promoted to a higher paying classification shall be placed on the first step of the new classification wage schedule, which would give the promoted employee a pay raise.

H. If certificates and licenses are required by the RESA, the RESA will pay for them. If required by an outside party, the bargaining unit employee pays.

I. Longevity is a payment for continuous service in the district. Years of service in another ERESA bargaining unit as an employee shall be credited and counted when determining the amount of longevity.

Employees must work until the end of the school year to receive the longevity payment. Employees who resign and/or retire mid-year are ineligible to receive the longevity payment. Employees who have worked for the District for at least 11 consecutive years shall receive an annual lump sum payment of:

11 – 14 years of service - $600

15 – 19 years of service - $1200

20+ years of service - $1800

Employee years of service will be counted as of June 30 of each year with payment of longevity issued in the first payroll in July, or as soon as administratively feasible.

ARTICLE 5 – INSURANCE

A. Subject to Article 5.0 below, the Board shall make monthly healthcare contributions, as specified below, for healthcare insurance for those eligible as defined within the Affordable Care Act or its successor (currently thirty (30) or more hours per week). Effective January 1, 2025, the Board will pay on behalf of each eligible employee who elects coverage up to the 2025 statutory hard cap amounts under MCL 15.563.

Effective Date	Single	2-Person	Full Family
1/1/2025	$643.19	$1345.11	$1754.15
1/1/2026	$661.84	$1384.11	$1805.02

The Association shall determine the plans to be offered.

Effective January 1, of each year, the Board's monthly contribution will be increased as determined by the Michigan Department of Treasury. Any amounts for healthcare costs exceeding the Board contributions (above) are the responsibility of the enrolled employee and will be payroll deducted.

B. Subject to Article 5.0 below, the Board shall make monthly contributions, as specified below, for dental, vision, term life and long-term disability insurances for eligible employees (currently (30) or more hours per week consistent with eligibility under 5.A above). The costs for these benefits shall be paid in full by the Board for eligible employees. These include:

- Dental Care (80/80/80)
- Vision
- Term Life Insurance ($50,000)*
- Long-Term Disability (66 2/3, 90 day wait, max $4,500)

*Subject to rules and conditions of the insurance carrier.

C. Employees hired on or after July 1, 2012 shall be eligible for Board contribution amounts for the single subscriber rate for healthcare, dental and vision insurance as delineated previously in this article. Such employees may elect two person or full family coverage at the employee's cost for all amounts in excess of the Board's single subscriber contribution. This Section also applies to employees re-hired after July 1, 2012.

D. The Board will negotiate with the Association when choosing the level of benefits and the carrier(s) of insurance programs and the Board shall be the policyholder of such plans as required by the Revised School Code.

E. Eligible employees not electing health insurance may opt to receive a cash payment in lieu of the health insurance. The monthly cash-in-lieu amount will be $325.00 effective July 1, 2017. Employees electing cash-in-lieu must sign a statement certifying that they have access to alternate coverage through another source, such as a spouse's employer, and will, upon request, provide verification of alternate coverage. Eligible employee's opting to receive cash-in-lieu shall continue to remain eligible for all other Board paid benefits as listed in Article 5.B above.

F. A mutually agreeable Section 125 Plan shall be implemented. The Board shall allow a Tax-Deferred Annuity Plan, through salary reduction pursuant to Section 403(b) and Section 457 of the Internal Revenue Code of 1954, as amended. The Section 125 Plan shall also provide for payroll deduction of employee insurance costs on a pre-tax basis as permitted by law.

G. 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.

Paid leave days, including days used to supplement Worker's Compensation, will run concurrently with FMLA leave. There are no cash in-lieu-of payments while on unpaid FMLA leave.

H. Employees hired prior to July 1, 2012 who work less than thirty (30) hours per week (or any future threshold requirement for coverage under the Affordable Care Act (ACA) (or its successor) are not eligible to enroll in health care programs but may be allowed to enroll by paying the full cost of premiums for the coverage elected. Any employees who lose eligibility due to a change in the ACA during the term of the contract shall maintain their existing coverage through the next open enrollment following the effective date of any such change.

I. An employee who purchases a short-term disability insurance plan will only be required to use accumulated paid leave time until they are eligible for payment under the plan. Eligibility shall be determined by the carrier.

J. Individual liability insurance coverage will not be provided by the Board.

K. The parties agree to work collaboratively to seek and examine quality insurance products and insurance plans.

ARTICLE 6 – WORK SCHEDULE

A. The assignment and work schedule of each employee shall be determined by the Administration. 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) and the Association.

The number of workdays, hours, and non-contract (unpaid) days shall be listed in each annual letter of employment for all employees whose work schedule is determined by the student calendar. For the employees whose work schedule is determined by the student calendar, his/her work calendar will be the student calendar as established and posted on the District's website.

An initial calendar for each employee whose work schedule is not determined by the student calendar, will be collaboratively agreed upon and a copy provided to each employee, supervisor, the ESPA President, and the business office. In the event the employee and supervisor are unable to agree, the Superintendent shall meet with the supervisor, employee and/or his/her representative to collaboratively finalize the calendar. If the parties are still unable to agree, the Superintendent shall determine the final calendar.

B. Paraprofessionals (including GSRP and CTE Paraprofessionals), EI Classroom Assistants and Physical/Occupational Therapist Assistants will work the same number of days as the 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 ten (10) workdays in advance of any permanent change in the number of days and/or hours.

C. Employees who are provided an unpaid 30-minute or more duty-free lunch shall have this time recorded automatically by the current electronic timekeeping system each day. This time is unpaid and not included in the calculation of the employee's regular scheduled work hours.

1. Any employee working four (4) or more hours per day shall be entitled to a fifteen (15) minute paid break.

2. Any employee working six (6) or more hours per day shall be entitled to two (2) fifteen (15) minute paid breaks. Break periods shall be scheduled by the administrator to whom the employee reports to.

3. Employees with two (2) paid 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.

4. Eight (8) hour employees shall be entitled to two (2) fifteen (15) minute paid breaks and one (1) hour unpaid lunch break unless it is scheduled differently with their supervisor, the employee elects to waive the breaks, or the lunch hour is reduced by mutual agreement.

D. Summer work shall be offered to bargaining unit employees within the affected classification before outside applicants are considered. In the event the number of bargaining unit employees interested in summer work exceeds the number of positions available, assignments will be based on seniority, provided qualifications are met per job descriptions and employee has the knowledge, skills and ability necessary to perform the current assignment, with minimal orientation or training.

Pay for summer work shall be at the regular rate of pay for the classification in which the work is being performed, if the employee is working within his/her classification or in a classification in which the employee has frozen seniority.

Pay for summer work outside of the employee's regular classification or a classification in which the employee has no frozen seniority, shall be at the substitute rate of pay. Employees who apply for and work in another classification must be qualified for the work.

E. Employees who leave the District before the end of the fiscal year and who have been paid for more days than the total of actual days worked, plus paid holidays to which they were entitled and paid vacation to which they were entitled, shall have their final paychecks reduced accordingly.

F. Employees are encouraged to provide at least a two (2) week notice of their resignation or departure from the District. The written notice shall be submitted to both the employee's direct supervisor and Human Resources.

G. Monthly staff meetings after normal work hours scheduled for 30 minutes or less may be attended virtually.

ARTICLE 7 – PAID LEAVES

A. Sick Leave - All bargaining unit employees shall earn sick leave at a rate of 1.0 day per month worked. The employee may use all or any portion of the sick leave for:

1. His/her own illness or disability.
2. Sick leave may be used for the following:
    a. Illness in the immediate family
    b. To arrange medical or nursing care for a member of the immediate family.
    c. Sick leave may be used for any reason as stated in the Earned Sick Time Act ("ESTA"). Please see Appendix C for the Employee Notice under ESTA.
    d. Family member includes all of the following:
        i. A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
        ii. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or an individual who stood in loco parentis when the employee was a minor child.
        iii. An individual to whom the employee is legally married under the laws of any state or a domestic partner.
        iv. A grandparent.
        v. A grandchild.
        vi. A biological, foster, or adopted sibling.
        vii. An individual related by blood to the employee.
        viii. An individual whose close association with the employee is the equivalent of a family relationship.

On July 1st of each school year, 50% of sick leave days allocated (based on the employee's scheduled work year) shall be made available to the employee with the remaining 50% of sick leave days allocated made available on January 1st. Should the employee not complete his/her scheduled work year, his/her sick leave will be prorated for actual days worked in comparison to the number of days in his/her regular entire work year. Any excess use and consequent overpayment of sick leave resulting from this adjustment shall be deducted from the compensation of the employee. There shall be no pro-ration of sick, personal, or vacation days for employees on paid sick leave.

Employees who have exhausted sick leave and are taking one or more unpaid days for medical reasons shall have their sick leave be pro-rated. Employees who are on an unpaid leave at the beginning of a year shall not be credited with additional paid time off; however, if they return to employment during the year, they will be credited with sick leave prorated for actual days they are scheduled to work during the year.

In all cases, the unused portion shall accumulate up to 90 days, however, any bargaining unit employee who is scheduled to work at least 1425 hours per year, may accumulate up to 120 days.

Deductions from this leave shall be made for all absences during work hours due to illness or injury, including appointments with medical professionals.

No employee shall accrue sick leave while on unpaid leave or layoff.

Regular, reliable and punctual attendance is an essential function of every assignment. When the District has reason to suspect abuse of sick leave (such as a recurring pattern of absences or frequent intermittent absences), Human Resources may require a statement of reasons for such absences, which may include verification of the need for such absences.

B. Personal Business Leave - Employees shall be credited with personal leave days at the rate of .33 days per month worked, but in no event more than four (4) days per school year (applicable to bargaining unit employees hired as of June 30, 2017). School year employees scheduled to work less than 1425 hours per work year, hired on or after July 1, 2017, may earn up to two (2) days per school year. Personal leave days are intended for personal business that cannot be conducted outside of the employee's scheduled workday. Personal leave days are neither "free" days nor vacation days.

On July 1st of each school year, total personal leave days allocated, based on the employee's scheduled work year, shall be made available. Should the employee not complete his/her scheduled work year, his/her personal business days will be prorated for actual days worked in comparison to the number of days in his/her regular entire work year. Any excess use and consequent overpayment of personal business leave resulting from this adjustment shall be deducted from the compensation of the employee. 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 at least forty-eight (48) hours in advance of the leave, except in case of emergency. Unused personal business leave days will accumulate as sick leave days at the end of the fiscal year.

D. Funeral/Deaths - Absences with pay, not chargeable to sick leave, can apply to the following circumstances:

1. Up to seven (7) days for the death of a son, daughter, mother, father, spouse, or significant other (who shall be defined as someone living in the employee's household whose significance is equivalent to that of a spouse).

2. Up to three (3) days for the death of a brother, sister, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, or grandparent.

E. In the event of absence due to injury, illness or disability incurred in the course of the bargaining unit employee's employment, he/she may use his/her accumulated personal sick leave to make up the difference between workers compensation benefits and his/her regular salary. A proportionate deduction will be made from the employee's sick leave accumulation.

For an injury, illness or disability arising out of and in the course of the employee's employment that is found not compensable under the Workers Disability Compensation Act, the Superintendent, or his/her designee, may grant a leave of absence with pay not chargeable against the employee's sick leave days not to exceed seven (7) days.

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 had the same disease at about the same time. The employer may require medical verification from the employee that he/she is in fact suffering from one of the aforementioned diseases.

F. The Association shall be credited with ten (10) days each year for Association business. The Association shall give Human Resources at least forty-eight (48) hours advance notice of such use. The Association agrees to reimburse the required MSPERS cost associated with the use of the days once the District provides the necessary invoice.

G. In accordance with the conditions and procedures below, an employee who is scheduled to work at least 1612.50 hours per year shall earn vacation days.

1. Paid Vacation: Eligible employees shall be allocated paid vacation according to the following schedule**.**

1st through 4th years	Two weeks	(10 days)
5th through 9th years	Three weeks	(15 days)
10th year and beyond	Four weeks	(20 days)

Vacation shall be prorated during the initial year of employment based on start date.

a. If the number of scheduled workdays, paid holidays, and paid vacation days equals a total in excess of the number of weekdays in any given school year, then paid vacation will reduce the number of workdays by a number equal to the excess. Employees shall not be paid for more days than the total number of weekdays in any given school year.

b. Employees who qualify for vacation and who start work after July 1st of a given fiscal year shall be credited with prorated vacation days per the chart in Appendix B for the remainder of that fiscal year. Following the year of initial employment, full vacation allotments shall be credited to employees and available for use as of July 1st of each fiscal year providing the employee works the minimum days scheduled to earn vacation days. If an employee does not work the minimum days scheduled to earn vacation days, the vacation time shall be prorated to the actual days worked during the fiscal year.

c. Employees who have hire dates other than July 1 will also receive a proration of the 3rd and 4th week of vacation during the first year in which they qualify for either of them. On July 1st of the fiscal years in which such employees will begin their 5th year and 10th year of employment, they shall be credited vacation days per the chart in Appendix B for that fiscal year. Starting with their 6th year and the 11th year of employment, full vacation allotments shall be credited to employees and available for use as of July 1 of each fiscal year.

2. Requests for vacation days are to be made using the current electronic time-keeping system at least two (2) weeks in advance for vacations exceeding four consecutive days. Approval will be granted (or denied) by the employee's supervisor in the current electronic time-keeping system within five (5) days after the request has been submitted.

3. Vacation days are intended to be used by the conclusion of each year, by written administrative approval, an employee can carry up to fifteen (15) unused days into the next year of employment, but they must be used within that period.

4. No employee shall accrue vacation leave while on unpaid leave or layoff.

H. 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.

I. If severe weather causes the closing of schools, these guidelines will be followed:

1. All employees 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.

2. The number of hours per the current State School Aid Act Section 388.1701(4)) will be considered paid work time. Any additional hours shall be unpaid unless an employee elects to use of his/her accumulated sick, vacation or personal business day(s). Employees shall work on any rescheduled days at their normal rate of compensation. This paragraph does not apply to Great Start Readiness Program paraprofessionals.

3. The State School Aid Act forgiveness days do not apply to the GSRP staff. All school closure days shall be made up by GSRP staff. GSRP paraprofessionals will not be paid on days school is closed but will be paid their normal rate of compensation when making up the canceled days.

4. If an employee's district or building is closed, and the employee's supervisor requires that an employee report for work, such employee shall receive paid hours of trade time equal to the hours actually worked on the snow day. The trade time may be used in agreement with the supervisor and employee.

5. In the event that central office is opened and the contractually provided snow days have been exhausted, an employee whose job duties are not related to student contact time may report to work after approval of the immediate supervisor. Alternatively, Article 7 Section H.2 will be applicable.

J. At the time of retirement, employees covered by this Agreement (and who were hired on or before July 1, 2000) shall be paid the amount of their daily rate times their accumulated sick leave days, up to a maximum of $3,000. All personnel wishing to receive this incentive must have been employed by the Eaton Regional Education Service Agency for at least ten (10) years and be eligible to receive Michigan Public School Employees Retirement. Bargaining unit employees hired after July 1, 2000 are not eligible to receive payment under this provision.

K. An employee shall not be expected to work, but shall be paid for each of the following twelve (12) holidays that falls within the employee's scheduled work year (per their annual calendar).

July 4th
Friday before Labor Day
Labor Day
Thanksgiving Day
Thanksgiving Day Friday
Day before Christmas
Christmas Day
Day before New Year’s Day
New Year's Day
President’s Day
Good Friday
Memorial Day

1. To be eligible for the holiday pay, an employee must have worked his/her last scheduled day prior to the holiday, and his/her first scheduled day after the holiday, unless the absence was approved in advance by the supervisor.

2. Using paid leave (other than sick leave) on a day prior to or after a holiday shall count as having worked the day if: (a) the leave is requested by the employee in the timekeeping system not less than 2 business days prior to the date(s) requested, unless in the case of an emergency in which the employee must report the absence as soon as possible to his/her supervisor; and (2) documentation for the leave shall be provided to Human Resources upon request for final review and approval.

3. An employee on an unpaid leave of absence on a given holiday shall not be eligible for holiday pay on that day.

4. Should a holiday fall on a Saturday, Friday shall be considered as the holiday; should a holiday fall on Sunday, Monday shall be considered as the holiday. When Christmas and New Year's Day are on Monday, then the following Tuesdays shall be paid as holidays. If school is scheduled to be in session on any of these days, the parties will meet to determine another day off in lieu of the holiday.

5. Employees may be required to follow a different holiday schedule, but shall be entitled to the same number of paid holidays.

6. Employees who work sporadic schedules (i.e. only certain days of the week instead of each day of the week) shall receive holiday pay based on their annual employment letter and calendar.

   These employees, like all bargaining unit employees, must work their regularly scheduled workdays before and after the holiday to be eligible for holiday pay. If this contractual requirement is not met and the employee has already been paid for the holiday, a deduction for the holiday pay will be made on his/her next paycheck.

L. A military leave of absence shall be granted to any employee, upon application, who shall be inducted in, or enlist for, military duty in any branch of the Armed Forces of the United States. An employee will be granted full seniority credit for the time on military leave. Upon return from such leave, an employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the district during the leave. These rights shall be considered in addition to those provided by law.

M. Employees may exchange up to five (5) days total of paid leave time at their daily rate of pay with the prior approval of their direct supervisor to:

1. Supplement unpaid days during the year, and/or

2. Receive a lump sum in the first payroll in July or as soon as is administratively feasible. Lump sum request must be made no later than June 1st but may be made earlier.

ARTICLE 8 – UNPAID LEAVES

A. An employee who is unable to work because of personal illness or disability and who has exhausted all sick leave available may be granted a leave of absence without pay for the duration of such illness or disability, up to the balance of the employee's contract year in which the leave occurs but not exceed one (1) year (i.e., 12 consecutive months). The leave may be renewed for a period of up to six (6) months upon written request by the employee and approval by the Board. The employee will notify the Board at least one (1) month in advance of the date of return or a request for an extension of the leave.

B. Any employee interested in applying for an unpaid non-medical leave of absence must submit a written application to Human Resources, which includes the requested beginning and ending date of the leave and the purpose for requesting the leave. The right to grant an unpaid leave, including unpaid days off, rests with the immediate supervisor unless the leave is to last over three (3) consecutive days, in which case, the Superintendent or designee shall make the decision. All requests shall be submitted by the employee into the current electronic timekeeping system. The denial of a leave request is not subject to the grievance procedure. Sick and personal leave will be prorated for employees taking unpaid, non-medical leaves. The pro-ration shall be done based on actual days worked.

C. It is expressly understood the right to grant or reject a leave request rests solely with the Board of Education, or should the Board elect, with the Superintendent, or designee. The denial of a leave request is not subject to the grievance procedure.

D. During an authorized leave of absence, the District reserves the right to fill the position of the absent regular employee with a temporary/substitute. Upon expiration of the leave, the employee will be returned to their last position or temporary/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 10.

E. Except as noted in Article 7, Section L (Military Leave), salary schedule credit shall not accrue during unpaid leaves of absence.

F. An employee may request an early termination of leave. Such requests shall be reviewed by the Superintendent or designee and, if granted, shall be with the intent of causing minimal disruption to the District.

G. In the event of a necessary reduction in staff, the Board may grant a request for leave of absence provided that the granting of such leave prevents a layoff in the employee's classification.

H. The District will grant unpaid leaves in accordance with the Family Medical Leave Act ("FMLA"). Please see Appendix A for Employee Rights and Responsibilities under the FMLA.

ARTICLE 9 – 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
- Administrative Assistant
- Maintenance
- Custodian
- Technology Assistant
- Physical/Occupational Therapist Assistant
- Paraprofessional
- EI Classroom Assistant
- Great Start Readiness Program Paraprofessional
- CTE Paraprofessional
- CTE Technician
- Enrollment Specialist

****For purposes of layoff and recall, seniority will include years of service.*

Seniority shall accrue while on an unpaid medical leave or Worker's Compensation leave for up to ninety (90) calendar days.

Seniority shall not accrue while on layoff or a leave of absence for non-medical reasons.

An employee who accepts a position in another classification will have his/her seniority accrued in his/her prior classification frozen.

Effective July 1, 2013 bargaining unit employees working not less than six (6) hours per day and 184 student days (i.e., not less than 1104 hours per year) will be credited with a full year of seniority. Employees working less than 1104 hours per year will be credited with the prorated seniority of total hours worked divided by 1104. The above definition of seniority shall operate prospectively from July 1, 2013 and shall not diminish, alter or augment any seniority accumulated prior to July 1, 2013.

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) workday 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 1st of each year. The list will be e-mailed to all members with hard copies sent to those with no email access. Errors, omissions, and/or deletions in or to the seniority list will be raised, in writing to the District and the Association, within thirty (30) days of the distribution of the seniority list or shall be considered as waived.

4. A bargaining unit employee shall lose his/her seniority for the following reasons only:

   a. The bargaining unit employee quits.

   b. The bargaining unit employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

   c. The bargaining unit employee's recall rights (See Article 9.F below) have expired and the employee is removed from the list.

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 or more of workdays and 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 and 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 and hours equal to 80% or more of the employee's previously scheduled workdays and hours, the employee at his/her option may be laid off. If the employee chooses not to be laid off, the employee may choose the position held by the least senior employee whose workdays and hours are less than eighty (80) percent.

2. Reassignment to another classification:

   Reassignment to another classification shall be restricted to employees ineligible for reassignment under Section 13.1. who (1) opt not to accept a layoff or (2) have frozen seniority within another classification as detailed in Section A.1.

   Reassignment in such instances shall be implemented in the same manner as under Section B.1. and subject to the same restrictions set forth 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 employee 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) workday 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. The employee may also elect to return to layoff if s/he is not satisfied with the new position.

E. Employees scheduled to be laid off will receive thirty (30) calendar days' notice of layoff. A fifteen (15) calendar days' notice will apply when the layoff is necessitated by millage failures, work stoppages or unexpected revenue loss or inability to maintain current levels of programs and services.

F. 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 eighteen (18) months from the effective date of layoff All rights to employment terminate if a probationary employee is laid off or if a non-probationary employee is not recalled within eighteen (18) months from the effective date of layoff.

G. 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.

H. For the purposes of this Agreement, qualifications shall be determined by the Superintendent, but all qualifications shall be directly related to the position.

I. 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.

J. 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 and hours) to that held at the time of layoff and he/she refuses such position.

K. Insurance benefits continue for the month the employee is laid off and the following month, provided that the employee continues to timely pay his/her share of such benefits, as required by 2011 PA 152.

ARTICLE 10 – 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 on the district's website and email all postings to all bargaining unit members. Interested bargaining unit employees shall apply online by the posted deadline 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) workday 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 employee will receive the wage for the new position from the date the Board appoints the employee to the position.

D. In the event an employee is temporarily reassigned for a period in excess of five (5) full consecutive work days to substitute for an absent regular bargaining unit employee in a higher paying classification, the reassigned employee will be placed on the first wage schedule step which would give the employee a pay raise.

E. Employees interested in learning more about other ESPA positions within Eaton RESA may job shadow for up to five (5) days per year with approval of the supervisor of their current position and the supervisor of the position in which they may shadow.

ARTICLE 11 – EVALUATION

Each probationary employee or an employee changing classification shall be evaluated annually, unless rated Effective in the same assignment on two consecutive year end evaluations, in which case, the employee shall be evaluated every other year, provided the employee maintains Effective performance. Current employees will continue to be evaluated every other year provided the employee maintains Effective performance. 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 employee and a copy shall be placed and retained in the bargaining unit employee's personnel file. Any modifications to the ESPA evaluation process and form shall be mutually agreed upon between the parties.

ARTICLE 12 – DISCIPLINE OF NON-PROBATIONARY EMPLOYEES

A. Non-probationary employees will not be disciplined or discharged without just cause. Confirmation of a corrective action plan, discipline at any level or discharge will be issued in writing within three (3) days following the final determination 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/her discipline or discharge with his/her 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) business 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.

E. As a general rule, progressive discipline shall be applied and in general may include verbal reprimand(s), written reprimand(s), unpaid suspension(s), and discharge. However, the Board reserves the right to bypass the concept of progressive discipline in cases when the nature or severity of the offense warrants a deviation from the normal progression.

ARTICLE 13 – 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 may designate one Association representative per building to handle grievances at Level I. The Association shall annually provide to Human Resources a list of its designated representatives and officers, not later than September 1.

C. The term "days" as used herein shall mean business days when 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/her 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 designee within five (5) days of the Level One discussion. Within five (5) days of receipt of the grievance, the Superintendent or 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 designee shall render a 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. If the Association does not submit the matter to the Michigan Employment Relations Commission or American Arbitration Association within fifteen (15)

days after the receipt of the District's notice of intent to arbitrate, then the grievance shall be regarded as withdrawn.

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. However, whether an arbitrator has exceeded his/her authority is subject to full judicial review.

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 14 – 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 15 – 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 he 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 16 – 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 17 – EMERGENCY MANAGER

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in that statute.

ARTICLE 18 – DURATION

All Articles of this Agreement shall be effective upon July 1 or ratification by the District, as required by PA 54, and shall remain in effect until June 12, 2027.

In Witness whereof, the parties have executed this Agreement.

President of the Board	Tina E. Newton *President of the Association*
June 12, 2025 *Date*	June 12, 2025 *Date*

APPENDIX A – FMLA NOTICE

EMPLOYEE RIGHTS AND RESPONSIBILITIES

UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements
Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service-member during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the

employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.

For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

WWW.WAGEHOUR.DOL.GOV

U.S. Department of Labor Wage and Hour Division

WHD Publication 1420 · Revised February 2013

APPENDIX B – VACATION ALLOTMENT CALCULATION

Must be scheduled to work at least 1612.5 hours annually to be eligible (See Article 7F).

1st Year of Service	
Months	**Vacation Day Allotment**
July	10.00
August	9.16
September	8.33
October	7.50
November	6.66
December	5.83
January	5.00
February	4.17
March	3.33
April	2.50
May	1.67
June	0.83

5th Year of Service	
Months	**Vacation Day Allotment**
July	15.0
August	14.4
September	14.0
October	13.6
November	13.2
December	12.8
January	12.4
February	12.0
March	11.6
April	11.2
May	10.8
June	10.4

10th Year of Service	
Months	**Vacation Day Allotment**
July	20.0
August	19.4
September	19.0
October	18.6
November	18.2
December	17.8
January	17.4
February	17.0
March	16.6
April	16.2
May	15.8
June	15.4

APPENDIX C – EMPLOYEE NOTICE UNDER ESTA

GRETCHEN WHITMER
GOVERNOR

Michigan Department of Labor & Economic Opportunity
Wage and Hour Division
PO Box 30476
Lansing, MI 48909-7976
REQUIRED POSTER
GENERAL REQUIREMENTS – EARNED SICK TIME ACT*

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC OPPORTUNITY

SUSAN CORBIN
DIRECTOR

Your employer's 'year' for the purposes of the Earned Sick Time Act is: _____

Earned Sick Time Accrual

Number of Employees	Minimum Accrual Rate	Employer May Limit Use To:
10 or fewer employees	1 hour for every 30 hours	40 hours in a year
11 or more employees	1 hour for every 30 hours	72 hours in a year

- Determined by Employer written policy earned sick time may be carried over from year to year or paid out. A business with 10 or fewer employees is not required to permit an employee to use more than 40 hours of paid earned sick time in a single year, employers with 11 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- Earned sick time shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later.
- An employee may use accrued earned sick time as it is accrued. Newly hired employees may be subject to a 120 day wait period for use.
- An employer is in compliance with the act if it provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) of Section 3 of the act. Paid leave includes, but is not limited to, paid vacation days, personal days, and paid time off.

Earned Sick Time Uses

An employer shall permit an employee to use the earned sick time accrued for any of the following:

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.
- If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
- For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

Exercise of Rights

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
  - Denial of any right guaranteed under this act.
  - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
  - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
  - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy must not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

Complaint Filing

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation may file a complaint with the Wage & Hour Division.

*For precise language of the statute, see Public Act 338 of 2018, as amended
Auxiliary aids, services and other reasonable accommodations are available, upon request, to individuals with disabilities.
www.michigan.gov/wagehour • Toll Free 1-855-4MI-WAGE (1-855-464-9243)
WHD 9911 (Revised 2/27/2025)

SCHEDULE A – SALARY SCHEDULE

2025-26 (July 1, 2025 - June 30, 2026)
2026-27 (July 1, 2026 - June 30, 2027)

Admin Assistant	
2025-26	
Step	Salary
1	$ 18.26
2	$ 18.92
3	$ 19.62
4	$ 20.34
5	$ 21.09
6	$ 21.87
7	$ 22.69
8	$ 23.74
9	$ 24.61
10	$ 25.76

Paraprofessional	
2025-26	
Step	Salary
1	$ 15.79
2	$ 16.29
3	$ 16.77
4	$ 17.32
5	$ 17.83
6	$ 18.42
7	$ 19.16
8	$ 19.82
9	$ 20.50
10	$ 21.18

Physical/Occup Therapist Asst.	
2025-26	
Step	Salary
1	$ 28.28
2	$ 29.34
3	$ 30.45
4	$ 31.61
5	$ 32.81
6	$ 34.05
7	$ 35.35
8	$ 36.71
9	$ 38.12
10	$ 39.97

Tech Assist	
2025-26	
Step	Salary
1	$ 19.70
2	$ 20.44
3	$ 21.18
4	$ 21.96
5	$ 22.79
6	$ 23.65
7	$ 24.51
8	$ 25.77
9	$ 26.74
10	$ 27.74

Enrollment Spl	
2025-26	
Step	Salary
1	$ 18.84
2	$ 19.57
3	$ 20.67
4	$ 21.44
5	$ 22.27
6	$ 23.09
7	$ 23.97
8	$ 24.83
9	$ 25.75
10	$ 26.75

Admin Assistant	
2026-27	
Step	Salary
1	$ 18.53
2	$ 19.20
3	$ 19.91
4	$ 20.65
5	$ 21.41
6	$ 22.20
7	$ 23.03
8	$ 24.10
9	$ 24.98
10	$ 26.15

Paraprofessional	
2026-27	
Step	Salary
1	$ 16.03
2	$ 16.53
3	$ 17.02
4	$ 17.58
5	$ 18.10
6	$ 18.70
7	$ 19.45
8	$ 20.12
9	$ 20.81
10	$ 21.50

Physical/Occup Therapist Asst.	
2026-27	
Step	Salary
1	$ 28.70
2	$ 29.78
3	$ 30.91
4	$ 32.08
5	$ 33.30
6	$ 34.56
7	$ 35.88
8	$ 37.26
9	$ 38.69
10	$ 40.57

Tech Assist	
2026-27	
Step	Salary
1	$ 20.00
2	$ 20.75
3	$ 21.50
4	$ 22.29
5	$ 23.13
6	$ 24.00
7	$ 24.88
8	$ 26.16
9	$ 27.14
10	$ 28.16

Enrollment Spl	
2026-27	
Step	Salary
1	$ 19.12
2	$ 19.86
3	$ 20.98
4	$ 21.76
5	$ 22.60
6	$ 23.44
7	$ 24.33
8	$ 25.20
9	$ 26.14
10	$ 27.15

NOTE: Staff who are on Step 10 and are not eligible for longevity will receive an off-schedule payment of 1.5% of their base pay. This payment will be issued in the first payroll in July, or as soon as administratively feasible.

2025-2026: Schedule increase 1.5%. Employees will advance one step.
2026-2027: Schedule increase 1.5%. Employees will advance one step.

SCHEDULE B – RELATED SERVICE ASSISTANT, TECHNICIANS, EMPLOYABILITY SKILLS TRAINERS, MAINTENANCE, PROGRAM ASSISTANT AND CUSTODIANS

In the event any of the above classifications of former bargaining unit employees return as Eaton RESA employees, the following provisions shall immediately become incorporated into this Agreement.

ARTICLE 1 - RECOGNITION

A. The Recognition Clause will be modified to incorporate the job classifications returning to the ESPA bargaining unit.

ARTICLE 4 - COMPENSATION

The parties will negotiate the wage rates for the returning job classifications. If they are unable to agree on wage rates prior to the effective date of the employees' return, the wage rates most recently in effect when the employees were previously covered by this Agreement or an applicable predecessor agreement, shall be reinstated.

ARTICLE 6 - WORK SCHEDULE

D. Summer work shall be offered to bargaining unit members within the affected classification before outside applicants are considered. In the event the number of bargaining unit members interested in summer work exceeds the number of positions available, assignments will be based on seniority, provided qualifications are met per job descriptions and employee has the skills necessary to perform the current assignment. For purposes of summer work Related Service Assistants may use their original paraprofessional start date for seniority.

Pay for summer work shall be at the regular rate of pay for the classification in which the work is being performed, if the employee is working within his/her classification or in a classification in which the employee has frozen seniority. Existing RSAs will be paid at their RSA wage for summer work. Any RSA hired after January 1, 2011 will be paid at paraprofessional wages based on their step when leaving the paraprofessional classification for summer work.

ARTICLE 9 - 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
Administrative Assistant
Related Services Assistant**
Paraprofessional**
EI Classroom Assistant
CTE Paraprofessional
CTE Technician
Great Start Readiness Program Paraprofessional
Maintenance
Custodian
Technology Assistant
Technician*
Employability Skills Trainer*
Physical/Occupational Therapist Assistant

Enrollment Specialist

**For purposes of layoff and recall, Employability Skills Trainer and Technician will he considered one classification.*

***For purposes of layoff and recall, Related Service Assistants' seniority will include both RSA and paraprofessional years of service.*

H. LAYOFF AND RECALL

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.

Employability Skills Trainer		
Step	**2014-17**	
1	$12.94	$12.55**
2	$13.64	$13.23
3	$14.69	$14.25
4	$15.43	$14.97
5	$16.23	$15.75
6	$17.02	$16.81
7	$17.87	$17.34
8	$18.69	$18.13
9	$19.58	$19.00
10	$20.53	$20.21

Technician		
Step	**2017-18**	
10	$24.16	$23.26**
	**See above	

**For those employees who first become members of this bargaining unit on or after July 1, 2008, advancement on the wage scale is limited to Step 6 in the designated job classifications.*

***This column reflects the additional 3% reduction if CAMW! grant is funded (effective October 1, 2013).*

Maintenance	
Step	**2014-17**
1	$12.65
2	$13.45
3	$14.25
4	$15.05
5	$15.85
6	$16.98

Custodian	
Step	**2014-17**
1	$10.79
2	$11.36
3	$11.93
4	$12.50
5	$13.07
6	$13.95