MASTER AGREEMENT

between the

EATON RAPIDS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION MEA/NEA

and the

EATON RAPIDS BOARD OF EDUCATION

July 1, 2026 –June 30, 2028

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PREAMBLE

This Agreement is entered on July 1, 2026, by and between the Board of Education of the Eaton Rapids Public Schools (the Board) and the Eaton Rapids Educational Support Personnel Association (the Association).

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

ARTICLE 1 – Recognition

A. Pursuant to the Michigan Public Employment Relations Act (PERA) as amended, the Board recognizes the Association as the sole and exclusive bargaining representative for all full-time and regularly-employed part-time secretarial personnel, food service personnel, paraprofessional/aide personnel, and custodial/maintenance personnel employed by the Board excluding the Superintendent's secretary, the Business Manager's secretary, the Accounts Payable secretary, the Curriculum Director's secretary, the Special Services Director's secretary, child care paraprofessional/aides, substitutes and supervisory employees as defined by PERA.

B. The Board and the Association recognize four (4) groups of employees under this Agreement: Secretarial, Food Service, Paraprofessional/Aides and Custodial/Maintenance. Within these four (4) employee groups, bargaining work may be performed by employees of the following status:

1. Full-time employee: An employee who is employed at least thirty (30) hours each week on a permanent, daily basis.

2. Part-time employee: An employee who is employed less than thirty (30) hours each week on a permanent, daily basis.

3. Probationary employee: An employee who is employed to fill a full- or part-time position and serve a probationary period of sixty-five (65) workdays pursuant to Article 11.

4. Substitute employee: An employee who is employed to fill a full or part-time position on a per diem basis while the regular employee is absent. A substitute shall not be employed to fill a bargaining unit position for more than forty (40) consecutive days actually worked each school year in one job classification as set forth in Appendix A. If the regular employee who is absent will be, or, for accident or illness might be, returning to work within ninety (90) consecutive days, a substitute may be employed to fill a bargaining unit position for ninety (90) consecutive days actually worked.

After the completion of the foregoing time periods, an individual assigned to that position shall serve the sixty-five (65) day probationary period, commencing the next day of employment. If the individual has been assigned to the position for the full amount of the foregoing time periods, either forty (40) or ninety (90) days, the individual shall serve only a thirty (30) day probationary period, commencing the next day of employment.

C. The term "employee" shall refer to all personnel represented by the Association in the bargaining unit as above defined.

D. The Board will not negotiate with any organization other than that designated as the representative of the above employees pursuant to the Michigan Public Employment Relations Act.

ARTICLE 2 – Board Rights

A. The Board, on its own behalf and on behalf of the District's electors, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred on and vested in it by the laws and the Constitutions of Michigan and the United States, including but without limiting the generality of the foregoing, the right to:

1. Executive management and administrative control of the district and its properties and facilities.

2. Hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.

3. Determine the hours of employment and the related duties, responsibilities, and assignments of employees, and the terms and conditions of employment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices, and the use of related judgment and discretion is limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms are in conform with the Constitutions and laws of Michigan and the United States.

ARTICLE 3 – Association Rights

A. The parties agree to abide by the Michigan Public Employment Relations Act and all other laws, statutes and the Constitutions of the United States and the State of Michigan.

B. The Association and its members shall have the right to use school building facilities when that use does not interfere with District operation. The Association shall make arrangements per a District Building Use Form with the building administrator.

C. District technology shall be made available to the Association and its members for Association business.

D. The Board will furnish the Association, in response to reasonable requests, existing information which the Association requires to administer this Agreement and to formulate contract proposals.

E. Duly authorized representatives of the Association are permitted to transact Association business on school property if this activity does not interfere with normal school operations or conflict with normal employee work assignments.

F. The Association President and those designated by him/her shall be released without loss of pay for up to thirteen (13) days annually if reasonable prior notice is given to the building administrator and Superintendent. Upon approval by the Superintendent, the Association may use up to two (2) additional days per year provided the Board is reimbursed for the cost of the substitute. That release time may be used in amounts of not less than one (1) hour per occasion and shall be used to conduct Association business, grievance investigation, and to attend meetings of the state or national Association. Negotiations and arbitration proceedings will be scheduled at times other than regular student attendance hours whenever possible.

In addition to the above thirteen (13) days, with prior approval of the Superintendent, up to eight (8) days may be used by a bargaining unit member who has been elected to a state or national position (MEA/NEA) to attend state or national meetings, if the Board is reimbursed for the cost of the substitute. The Association shall reimburse the district on a current basis those sums paid to the Office of Retirement Services for all union release time, as required by Michigan law.

G. The Board will advise the Association, upon request, of all additions, deletions or changes in the status of unit employees. When the Employer hires a new employee, the Association President shall be supplied with the following information within the employee's first week of employment: name, address, date of hire, classification, job location, and hours of work.

ARTICLE 4 – Payroll Deductions

A. Upon appropriate written authorization, the Board shall deduct from the salary of the employee, and make appropriate remittance for annuities, credit union, community chest, charities, and other plans or programs jointly approved by the

Association and the Board, but only as permitted by law.

ARTICLE 5 – Negotiation Procedures/Special Conference

A. This Agreement expressly embodies all agreements written and/or oral between the Board and the Association and is intended to cover all matters which are raised or could have been raised by either party during negotiations.

B. Matters not specifically covered by this Agreement are subject to negotiations only by consent of both parties.

C. The Employer and the Association shall meet and confer on matters of mutual concern upon written request of either party; however, there is no obligation to meet more than once per month. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion is limited to matters on the agenda. These special meetings shall not be used for continuing bargaining negotiations nor to in any way modify, add to, or detract from this Agreement. Meetings shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons except by mutual agreement. Employees shall be paid while attending a special conference, but only if held during their normal work hours. The Association shall reimburse the district on a current basis those sums paid to the Office of Retirement Services for all union release time, as required by Michigan law.

D. When negotiations are conducted during regular school hours, release time shall be provided for the Association's Bargaining Committee to attend the negotiating session with the Employer. The Association will furnish the Employer with a written list of the Bargaining Committee before the first bargaining meeting and substantial changes, if necessary. The Association shall reimburse the district on a current basis those sums paid to the office of Retirement Services for all union release time as required by Michigan law.

E. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Any tentative agreements are subject to ratification by the bargaining unit and the Employer.

F. There shall be two (2) signed copies of any final Agreement. One copy shall be retained by the Employer and one by the Association.

G. The parties will enter into negotiations for a successor Agreement on wages, hours, and working conditions at least sixty (60) days before the expiration date of this Agreement.

ARTICLE 6 – Grievance Procedure

A. Definitions

1. A grievance is an alleged violation of a specific article or section of this Agreement, as claimed by an employee, group of employees, or the Association.

2. Workdays are Monday through Friday excluding holidays.

B. Grievance Procedure

1. Step One: The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) workdays of his/her knowledge of the occurrence which is the basis for the complaint.

2. Step Two: If the grievance is not satisfactorily resolved at Step One, it shall be reduced to writing and submitted to the grievant's immediate supervisor within five (5) workdays of the formal discussion required in Step One. The written grievance shall contain the following information:

   a. The name of the grievant(s).

   b. The names of all other persons involved in the incident(s) generating the grievance.

   c. The number and title of all articles of this Agreement alleged to have been violated including appropriate reference to the sections and paragraphs of the articles alleged to have been violated.

   d. A full statement of the facts giving rise to the grievance.

   e. The date of alleged violation.

   f. The contention of the grievant(s) and of the Association as to how the facts indicate violation of this Agreement.

   g. The relief requested.

   h. The grievant’s signature.

   Within five (5) working days of receipt of the written grievance, the immediate supervisor shall submit a written answer to the grievant(s) and to the Association Representative. The answer shall either grant or deny the relief requested.

3. Step Three: If the grievance is not resolved at Step Two, it may be submitted in writing to the Superintendent within five (5) workdays of

receipt of the immediate supervisor's written answer.

a. Within five (5) workdays from the receipt of the grievance, the Superintendent or designee shall arrange a meeting with the grievant(s) and an Association Representative at a mutually agreeable time and place on school premises. The meeting shall be for the purpose of discussing and attempting to resolve the grievance.

b. Within five (5) workdays after the date of the meeting designated in the paragraph immediately above, the Superintendent or designee shall give the Association Representative and the grievant(s) a written answer. If further investigation is needed, additional time may be allowed by mutual agreement between the Association Representative and the Superintendent or designee.

4. Step Four: If the grievance is not resolved in Step Three, it may be appealed to the Board within five (5) workdays after receipt of the written answer in Step Three by the grievant(s). The appeal shall be by letter delivered to the Superintendent as agent for the Board. The letter shall state the reason(s) for the appeal and shall be accompanied by a complete grievance record.

   Within fifteen (15) workdays after receipt of the letter of appeal to the Board, a committee composed of Board members shall meet with the grievant(s) for the purpose of arriving at a mutually satisfactory disposition of the grievance. If no mutually satisfactory disposition results from the meeting, a complete grievance record together with the recommendations of the Board committee shall be reviewed by the Board at its next regular meeting or at any special meeting called before the Board's next regular meeting.

5. Step Five: If the Association is not satisfied with the Board's grievance disposition, or if no disposition has been made within the period above provided, the grievance may, at the Association's option, be submitted to arbitration.

   a. If the parties cannot agree as to the arbitrator, he/she shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceedings.

   b. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

   c. At arbitration, the grievant may not raise any new allegation or rely on any evidence not previously disclosed in the grievance process.

   d. The arbitrator has no authority to issue a decision on the merits of a

prohibited or illegal bargaining subject.

e. If the arbitrability of any grievance is disputed, the arbitrator has no jurisdiction to render a decision on the merits until he/she has first made a ruling on the arbitrability issue. By stipulation of the parties of the grievance, the arbitrator may concurrently hear both the jurisdictional issues and the merits of that dispute in the same proceeding. If the arbitrator determines that he/she is without jurisdiction to rule, the matter shall be dismissed without decision on the merits.

f. The arbitration proceedings will be conducted pursuant to the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.

g. The arbitrator's decision is final and binding on the Employer, Association and employees; provided, however, that this does not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded his/her jurisdiction, or that the decision was obtained through fraud or other unlawful action.

h. The arbitrator’s fees and expenses shall be shared equally by the Board and the Association.

C. Time limits provided in this Article shall be strictly observed but may be extended by mutual written agreement. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified will be considered settled based on the decision rendered at the last step. Any grievance for which no decision is rendered by the district within the time limit specified will be considered automatically appealed to the next higher step of the procedure, effective with the expiration of the time limit.

D. The following matters shall not be the basis of any grievance filed under this Article:

1. Any claim for which there is another remedial procedure or forum established by law or regulation.

2. An alleged violation of Michigan or federal statutory or regulatory law (including constitutional provisions). Instead, the alleged violation may be processed through appropriate agency or judicial enforcement of the law(s) in question.

E. Any claim or grievance arising before the Agreement’s expiration may be processed through the grievance procedure until resolution.

F. An employee for whom a grievance is sustained is found to have been unjustly discharged, he/she shall be reinstated, and the arbitrator or the Board may award full reimbursement for all compensation lost. If any employee is found to have

been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared by any reference to this action.

G. An employee shall have the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the affected employee Confidential letters of reference secured from outside sources and other matters excluded under MCL 423.501 et. seq. ("Employee Right to Know Act"), shall be excluded from inspection.

H. Nothing in this Article shall be construed to prevent any individual employee from presenting a grievance, appealing any grievance, or having a grievance adjusted without intervention by the Association; provided that any such adjustment is not inconsistent with this Agreement, and providing further that the Association has received an opportunity to be present at such adjustment. Notwithstanding the above, no employee has the right to proceed to arbitration unless approved by the Association.

I. Both parties may be represented at any step of this grievance procedure.

J. If a group of employees with different supervisors becomes a grievant, or if the Association becomes a grievant in matters about the Association as a whole, it shall consider the Superintendent as its immediate supervisor for the grievance procedure.

K. The Grievance Form is attached to this Agreement as Appendix B. The parties may deviate from that form and respond on separate paper or correspondence.

ARTICLE 7 – Employee Rights and Protection

A. Any written complaint directed toward an employee shall be promptly called to the employee's attention when the complaint is to be made part of the employee's personnel file or a matter of other written record. The employee may submit a written statement to be attached to and filed with the original complaint.

B. Any case of assault on an employee, during work hours or arising from a school situation, shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations in connection with the handling of the incident.

C. At his/her request, an employee is entitled to have an Association representative present when being disciplined.

D. No non-probationary employee shall be disciplined or reduced in rank or compensation without just cause. Dismissal, suspension, and/or other disciplinary action shall be only for just stated cause(s), which shall be given to the employee in

writing, except that oral reprimands and oral warnings will not be written. No employee will be deprived of job opportunities for which he/she is eligible, and for which he/she indicates an interest in writing, if the disciplinary action is found to be without just cause. The employee has the right to defend himself/herself against all charges. Causes deemed sufficient for dismissal, suspension, and/or other disciplinary action including behavior not limited to drunkenness, dishonesty, insubordination, or willful violation of rules. Any such discipline, reprimand, reduction in rank, or compensation or deprivation of advantage by the Board or its representatives, shall be done in private. The employee shall be informed of the basis for disciplinary action and will be provided with all information about the basis for the action.

E. Documents of a disciplinary and/or evaluative nature shall be signed and dated by the employee before being placed in the personnel file. The signing shall not necessarily be interpreted as agreement with the material. The employee has ten (10) workdays to submit any written statement for attachment to the material in question and its inclusion in the personnel file. If an employee refuses to sign a document, it may be placed in the personnel file with a notation by the supervisor recording the date on which an opportunity to sign the document was refused.

F. An employee has the right upon request, to review the contents of his/her personnel file. A representative of the Association may accompany the employee in that review. Privileged information such as confidential credentials and related personal references normally sought at the time of employment and other matters excluded under MCL423.501 et. seq., ("Employees Right to Know Act"), are exempt from review. Medical records shall be kept separate from the personnel file.

G. The parties recognize the merits of progressive discipline. Any action taken against a non-probationary employee shall be appropriate for the behavior causing that action. Alleged breach of discipline shall be brought to the employee's attention as promptly as possible.

H. The employee's private and personal life is not within the appropriate concern or attention of the Board if it does not interfere with the employee's job performance.

I. The Board recognizes that appropriate equipment and materials are necessary to complete job tasks. The employees and administrators shall confer from time to time for the purpose of reviewing the selection and use of such tools.

J. Employees shall be made aware of any identified safety or health hazards in their buildings and any investigation of identified building safety or health hazards. The Employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work, in accordance with the requirements of any federal, state or local occupational safety and health acts. The employee shall obey all safety standards under the Occupational Safety and Health Act and as set by the Employer. Employees shall

promptly notify the Employer of any safety hazards of which they are aware.

K. The Board and the Association shall not discriminate because of race, religion, color, national origin, disability, age, sex, marital status, political affiliation, or any other category protected by state and/or federal statute.

ARTICLE 8 – Working Conditions

A. Hours

1. The normal work week for full-time secretary shall be forty (40) hours consisting of five (5) days of eight (8) consecutive hours Monday through Friday inclusive, for a 52-week, 47-week, 46-week, or 44-week work year.

   The normal work week for full-time paraprofessional/aide personnel/clerical aide shall be at least thirty (30) hours consisting of five (5) days of at least six (6) consecutive hours, Monday through Friday inclusive. The work year shall coincide with the number of student days in the district-wide calendar. All paraprofessional/aides will normally be scheduled on student report days. Additional days may be worked with administrative approval.

   The normal work week for food service personnel may be a workday from four (4) to eight (8) consecutive hours per day within the Employer's discretion. Days are Monday through Friday inclusive for a work year that coincides with the number of student days in the district-wide calendar, plus in-service days as deemed appropriate by the immediate supervisor. The Employer has the right to schedule hours as it deems necessary. When school is not in session and other sites require food service, the hours required will be rotated as equally as possible according to seniority between full-time employees.

   The regularly scheduled workweek for full-time custodial/maintenance personnel shall consist of forty (40) hours beginning at 12:01 a.m. Monday and ending at 11:59 p.m. Friday. The normal workday shall be eight (8) consecutive hours.

2. There shall be a specific starting and quitting time, as determined by the Employer.

3. Employees shall be provided at least seven (7) calendar days' notice of any change in the normal starting and/or quitting time.

4. Lunch periods.

   a. For paraprofessional/aides, food service, and secretarial/clerical

employees who work more than twenty (20) hours per week:

Each employee shall receive a lunch period of at least thirty (30) minutes. If it is uninterrupted and duty-free it shall be an unpaid lunch. Food Service employees and any other employee(s) remaining on duty during lunch shall be paid for the lunch period. The lunch period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee as determined by the Administration.

b. For custodial/maintenance employees who work twenty (20) hours or more per week:

The day shift shall be allowed one-half (1/2) hour unpaid lunch period; the afternoon and night shift shall receive a one-half (1/2) hour paid lunch period.

5. Each employee shall be provided with a fifteen (15) minute uninterrupted relief period for every complete three (3) hours worked. The relief period shall be scheduled in accordance with the organizational pattern best suited to the particular building and/or department and the employee.

6. Employees shall be allowed to leave the building and school premises during the lunch period if the immediate supervisor is first notified.

7. If schools are closed due to weather, natural disaster, or other catastrophic occurrence (collectively, "Act of God" day), or conditions beyond the district's control, employees will operate under the following standards:

a. Paraprofessional/Aides: If a paraprofessional/aide is requested by his/her building administrator to report for work on a day when school is closed for reasons in the paragraph above, the paraprofessional/aide will be compensated at one and one-half (1-1/2) times his/her regular hourly rate for each hour employed. Paraprofessional/aides called in on such days will receive a minimum of four (4) hours pay at one and one-half (1-1/2) times their regular rate.

The paraprofessional/aide required to work on "Act of God" days at one and one-half (1-1/2) times his/her normal wage will be paid for an equal number of "Act of God" make-up days if such days are made up within the school calendar. For paraprofessional/aides "Act of God" days that are not required to be made up, compensation will be paid at the regular rate. For days that are required to be made up, compensation will be paid when days are made up.

b. Secretaries: Secretaries are not required to work, unless notified

otherwise by their immediate supervisor. If the secretary is requested to work, the secretary will be compensated at one and one half (1-1/2) times his/her regular hourly rate for each hour employed. Secretaries employed less than 52 weeks who are required to work on "Act of God" days will receive regular pay at the time of "Act of God" days plus time and one-half (1-1/2) for hours actually worked.

Secretaries will be compensated for "Act of God" days as they occur and will receive no further compensation when those days are made up.

c. Food Service: Whenever an "Act of God" day is declared by the Employer because of conditions beyond the Employer's control, the employee will receive a minimum of four (4) hours pay if he/she reports for work before being notified otherwise.

(1) Each food service employee covered by this Agreement is eligible to receive pay for "Act of God" days not required to be made up.

(2) If the State mandates that "Act of God" days must be made up, the food service employee will be paid when days are made up.

d. Custodial/Maintenance: Employees should contact their supervisors on days when school has been closed due to weather or other emergency to determine their work schedule. Supervisors may allow employees to flex their start and end times as long as their normally scheduled work hours are completed. Employees are expected to work on such days unless excused. If an employee is expected, but unable to report to work, the employee may use vacation leave, personal business leave, sick leave with doctor's note, or previously earned compensation time to be compensated for the absence. An employee who works on an "Act of God" day will be granted an alternative day off with pay to be taken not later than the start of the next school year.

8. Because the temperature level of a work area affects the working environment, the Board will maintain school building offices and employee workstations at temperature settings of 60 degrees minimum and 90 degrees maximum. Whenever the temperature exceeds these settings for longer than a three (3) hour continual period, affected employees will be provided an alternate work site.

9. Weekend Activities and Building Coverage: A custodial/maintenance employee will ordinarily be present to work when activities are scheduled in a building outside of normal hours. Weekend building use by large

groups in Class 2 and Class 3 require the presence of a custodial/maintenance employee for supervision of the building and to provide for clean-up. Activities under Class 1 and small group activities under Class 2 and Class 3 do not require the presence of custodial personnel unless the activity requires subsequent cleanup to prepare the area for use on the next school day or building supervision. If an exception is sought, the Association and Administration will meet to resolve the matter.

Class 1 groups are defined as school-sponsored organizations, 4-H clubs, and Scout groups; Class 2 groups are defined as civic organizations - non-profit; and Class 3 groups are defined as private clubs and organizations (see Building Use Procedure). All groups must complete a building use form.

When buildings are used for a school-sponsored activity during times that custodial staff are not normally scheduled to be on duty, the Board may arrange for building coverage by posting changes in assignments or temporarily modifying the custodians' schedule(s) to provide coverage without the need for overtime. Such modifications might include (but are not limited to) assigning a custodian to work during the day on Saturday rather than on Friday evening, changing start and end times of a custodian's shift.

Whenever a custodial/maintenance employee is required to return to work after the completion of his/her regularly scheduled work hours, he/she shall receive pay for the actual time worked at time and one-half (1-1/2) his/her regular rate or a minimum of two (2) hours pay at his/her straight time hourly rate, whichever is greater.

B. Assignments

1. Notice of overtime shall be provided to affected employees one (1) day in advance, whenever possible.

2. Only unit employees shall perform unit work, except for temporary necessity, such as instructional training, experimentation, or for an emergency.

3. The right of contracting or subcontracting is vested in the Employer. Decisions and procedures on subcontracting are subject to state and federal laws.

C. Training

The employees covered by this Agreement shall attend all educational and safety meetings as scheduled by the Employer.

When teacher professional development is used as student contact time, paraprofessionals will also attend professional development that has been mutually agreed upon by Administration and the Association through the District's Professional Development Committee.

Employees will receive their regular rate of pay for Professional Development.

D. A sum of $9,000.00 will be set aside every school year for training and professional development for support staff employees. The fund is non- accumulative and does not carry over from year to year. Requests for using these funds will be reviewed by a committee of two (2) persons. One (1) person on the committee will be appointed by the Superintendent, and the other person will be chosen by the Association President. Funds will be distributed on a first-come, first-served basis. There will be a $500.00 limit each year for support staff members. All requests must be pre-approved before the training or course is taken. For college courses, the money will be distributed to the employee after a passing grade is shown to the committee. In the unlikely event that these two persons are unable to agree on a use of the available funding, the Superintendent will cast a tie-breaking vote. If there is a general reduction in District expenditures, the same percentage will apply to these funds as well.

E. Qualifications of Title 1 Paraprofessionals:

1. Title 1 Paraprofessionals may choose which of the three (3) options below they will use to qualify.

    a. Completion of at least two (2) years of study at an institution of higher education.

    b. Obtain an associate's (or higher) degree.

    c. Achieve a passing score on the ParaPro Assessment test developed by the Educational Testing Service (ETS). The employee is responsible for arranging for the test and for the submission of evidence of a passing score.

2. The Employer shall reimburse test costs to the employee within four (4) weeks after the employee submits a receipt for the costs of taking the test. If any portion of these tests has to be retaken, that expense will be the responsibility of the employee.

3. An employee who is unable to meet the requirements by the deadline established by law shall be transferred to another bargaining unit position as soon as a vacancy occurs; provided he/she does not otherwise apply for and receive a vacancy and if that transfer does not supersede the vacancy, transfer, layoff, or recall provisions of the Agreement.

ARTICLE 9 – Leaves of Absence

A. Paid Leaves

1. All employees shall accrue sick leave per month as follows:

1-9 days worked = ½ day sick leave
10 or more days worked = a full day sick leave (approved paid leave days are counted as days worked)

Support staff who need to use sick leave will be allowed to use the full annual allotment before the time is actually earned. If an employee terminates before earning used leave time employment, sick leave will be pro-rated to reflect unpaid leave time, and an appropriate adjustment will be made to the employee's wages.

a. Unused sick leave shall accumulate for all employees to a maximum of one hundred thirty (130) days.

b. Sick leave may be used for any of the following purposes as included in the ESTA:

(1) The employee'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.

(2) For the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee.

(3) 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.

(4) 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.

(5) 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, whether or not the employee or family member has actually contracted the communicable disease.

c. Family members include all of the following:

(1) 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.

(2) 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.

(3) An individual to whom the employee is legally married under the laws of any state or a domestic partner.

(4) A grandparent.

(5) A grandchild.

(6) A biological, foster, or adopted sibling.

(7) An individual related by blood to the employee.

(8) An individual whose close association with the employee is the equivalent of a family relationship.

d. A maternity leave of absence shall be treated as a medical disability for the period of time following the birth of the child as deemed necessary by the birthmother’s physician (typically six (6) weeks for a vaginal delivery and 8 weeks for a caesarian delivery).

e. Employees’ sick and vacation leave hours will be reported on their paychecks. New leave balances will be reported on paychecks no later than August 1 each year.

f. As a condition for the return from sick leave or leave of absence due to illness or disability, the Board may require written certification of the employee's fitness to return to work from a qualified health care provider who may be the employee's personal physician.

g. The Board is responsible for payment of days used for personal illness up to, but not including, the effective date of long-term disability insurance payments made to the employee by the insurance carrier.

h. All sick leave used shall be verified by the employee with evidence as that employee's supervisor may require which could include a medical verification, when the Employer has reasonable cause to believe that an employee is abusing sick leave. Falsification of evidence is cause for disciplinary action, which may include discharge.

The Employer may place an employee on notice that all future sick leave, for a specified period, will require written medical verification, if there is reasonable cause to believe that the employee has abused sick leave.

i. Medical Examination: The Employer has the right to require an employee, at the Employer's expense (if not covered by insurance) to undergo a physical or mental examination (1) if it appears that the employee is having difficulty performing his/her duties, or (2) on return from any leave of absence. The examination shall be given by a doctor selected by the employee. If the Employer is not satisfied with the determination of the Employer's designated physician, it may require a report from a doctor of the Employer's choice. If the dispute still exists, at the request of the Employer or employee, the Employer's designated and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on all the parties. The expense of the second and third opinions shall be paid by the Employer if not covered by the employee's insurance. Based on the examination(s), the Employer will take appropriate action.

2. Leave of absence with pay not chargeable against sick leave shall be granted to employees for the following reasons:

a. A maximum of five (5) normally scheduled workdays for a death in the immediate family: parent, spouse, child, parent-in-law, son-in-law, daughter-in-law, sibling, brother-in-law or sister-in-law, grandchild, grandparents, stepparent, stepchild and grandparent-in-law.

b. Two (2) days (from the date of death through the date of the funeral) for attendance at the funeral service of a person whose relationship to the employee warrants such attendance, subject to administration approval.

c. Jury Duty: An employee called for jury duty on a regularly-scheduled workday will be compensated at their regular rate for the hours scheduled to work, provided the employee remits directly to the Employer all monies received for that service less reimbursed mileage and meal costs, except as may be required by law. An employee shall report to his/her immediate supervisor when excused for the day from attendance at court unless the employee is required to spend four (4) or more hours serving on jury duty. In calculating time spent serving on jury duty, the employee may include travel time in excess of the employee's normal commute.

d. Court appearance as a witness in any case connected with the employee's employment or the school or whenever the employee is subpoenaed to attend any proceeding related to the employee's employment.

3. Each employee who works twenty (20) hours or more per week shall receive one (1) personal business day each year to attend to business which cannot be conducted or transacted outside the normal workday. Additionally, a 52-week employee shall receive a second (2nd) personal business day each year.

New employees, after completion of probation, will receive up to one (1) personal business day per year as follows:

Employed before Dec. 31 = 1 personal business day
Employed after Dec. 31 = ½ personal business day

a. The employee shall notify his/her immediate supervisor of his/her intent to use personal business leave at least twenty-four (24) hours in advance except for an emergency.

b. Personal leave shall not be used on the day preceding and/or following a school or personal vacation period or holiday.

4. Upon death, resignation, or retirement, pursuant to the Michigan Public Schools Employees Retirement System and after completing ten (10) years of employment in the Eaton Rapids Schools as an employee covered by this Agreement, the employee shall be paid at one-half (1/2) his/her regular rate for all accumulated sick leave up to the cap of 130 days.

B. Unpaid Leaves

1. The following leaves of absence, without pay or benefits, shall be granted by the Board on the employee's written request for a period not to exceed one (1) year. The leave may be extended for an additional year upon employee request and at the Board discretion:

    a. A prolonged illness or disability of the employee or of the employee's spouse, child, or parent.

    b. Childcare for the employee's minor child.

    c. Training related to an employee's regular duties in an approved educational institution.

    d. National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling annual field training obligations, providing the employee makes a written request for the leave of absence immediately upon receiving orders to report for such duty.

    e. Any employee who is either elected or appointed to a full-time office or position in the Association whose duties require his/her absence from work, shall be granted a leave of absence for the term of the office or position.

    f. A leave of absence shall be granted to an employee who enters the uniformed service of the United States by reason of an act or law enacted by the Congress or who may voluntarily enlist during the effective period of such law, with the reinstatement of the employee to be determined in accordance with applicable law.

2. A leave of absence without pay or benefits for ten (10) days or less may be granted at the Superintendent's discretion. A requested leave of absence greater than ten (10) days will apply to Sections B(1) and B(3).

3. A leave of absence without pay or benefits may be granted by the Board for a period of time not to exceed one (1) year for other reasons.

4. A leave of absence without pay that is not approved by any method in this Agreement will be considered "unexcused" and may be cause for disciplinary action on the second day of the occurrence within a school year. Employees will receive written notice when they have incurred an unexcused absence. In such cases, the employer will follow a standard of progressive discipline, up to and including discharge.

    Employees who need to take unpaid leave days at the exhaustion of their compensable leave days will follow the prescribed procedures in this Article to secure approval.

C. Other Leave Provisions

1. An employee who meets all applicable requirements of this Agreement shall receive a leave of absence without pay. The employee shall not accumulate seniority during the leave of absence and is entitled to resume regular seniority status earned at the time the leave commenced. An employee returning from an unpaid leave of absence of not more than one (1) calendar year is entitled to the position held at the time the leave was granted. An employee returning to work from a leave of absence of more than one (1) year as approved by the Board is entitled to the position held by the least senior employee within the job classification for which the employee is qualified. A leave of absence may be granted at the Employer's discretion for reasons other than those listed above when deemed beneficial to the Employer.

   After twelve (12) consecutive weeks a position open due to an unpaid leave of absence will be posted in accordance with Article 10. During the first twelve (12) consecutive weeks of any unfilled position due to an unpaid leave of absence, the Board has the right to employ a substitute employee.

   In accordance with Article 1, B 4, if a regular employee, who is absent, will be or (in the case of accident or health) might return to work within ninety (90) consecutive days, the Board has the right to employ a substitute employee for ninety (90) consecutive days actually worked. If, after ninety (90) consecutive days actually worked, the regular employee has not returned to work, the position will be posted in accordance with Article 10, but only as a temporary position, for a period up to one (1) year.

2. On return from leave, all rights and benefits under this Agreement shall be restored to the employee.

3. An employee on an unpaid leave of absence shall not have his/her fringe benefits continued and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, sick leave, health insurance, holidays and retirement. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Employer. Earned and banked vacation and sick leave shall be frozen.

4. An unpaid leave of absence is to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence.

D. Family and Medical Leave

1. The district shall post the most recent release of the Family and Medical Leave Act (FMLA) bulletin, as published by the United States Department of Labor, in each building, within ten (10) days of receipt and a copy will

be attached to this Agreement. To qualify for FMLA leaves an employee must minimally work the required number of annual hours under the Act (currently 1250 hours).

2. The employee shall be returned to the position held immediately before the leave began. If the position no longer exists, the employee shall return to a position equivalent in pay, benefits, hours, and other terms and conditions of employment.

3. An employee may use up to twenty (20) paid sick leave days before the start of FMLA leave, which will then run concurrently for the remainder of the leave.

4. Insurance benefits will be continued during the leave under the same conditions and at the same level as if the employee were still at work.

ARTICLE 10 – Vacancies, Promotions and Transfers

A. Postings

1. A vacancy is defined as any position, either newly created or a present position that is not filled, that the Board wants to fill. With at least two (2) weeks written notice of explanation to the Association President, a specific job or type of work may be eliminated or discontinued by the Board.

   If the work content of that job or type of work is to be transferred, in whole or in part, to non-unit personnel, that transfer cannot occur until the Association gives a written release of that work to the Superintendent. The Association will respond in writing to the Board, within two (2) weeks of receiving written notice. This process shall not be construed to require the Board to employ person(s) in any classification.

2. The Board will post known vacancies in all buildings as soon as they occur. During the summer, the Board will forward a copy of postings to the Association President and to employees via the district's email account.

3. Any employee may apply for a posted vacancy.

4. Whenever a vacancy or new position occurs within the bargaining unit, the Board shall post the same in each building for at least five (5) workdays. The vacancy shall not be permanently filled until the posting period expires.

5. All vacancies that are posted shall be filled within thirty (30) workdays.

6. If a vacancy occurs while employees are on layoff, the position shall be posted internally before it is offered to those on layoff.

7. The following information shall be included to advertise a position:

   a. Type of work
   b. Place of work
   c. Approximate starting date
   d. Job classification
   e. Rate of pay
   f. Hours to be worked
   g. Minimum qualifications

B. Unit members will be given full consideration for a vacancy. The District will first interview bargaining unit members, before interviewing non-bargaining unit members. After interviewing bargaining unit members, the District may, in its discretion, interview individuals from outside the bargaining unit. This process does not limit the district's right to select the best-qualified candidate for the vacancy.

   If after interviewing the candidates the district determines two (2) candidates may be equally qualified for the vacancy and one of the equally qualified candidates is a bargaining unit member, then the district will award the vacancy to the bargaining unit member. When two (2) bargaining unit members are equally qualified, then the district will award the vacancy to the bargaining unit member with the most seniority.

C. If an employee desires to be transferred, promoted or demoted to a posted position, application shall be made in writing during the posting period.

D. Notice will be sent to each applicant from within the bargaining unit informing him/her of the appointment decision.

E. Involuntary Transfer

   1. Involuntary transfer will not take place without prior discussion with the affected employee and ten (10) days' written notice.

   2. Unrequested transfers are to be minimized and made only for just cause.

   3. When a position is eliminated and later reinstated, the employee transferred out of that position shall be offered the job before it is posted.

F. When changing job classifications, an employee shall serve a training and trial period of forty (40) days actually worked. During this training and trial period, if the employee so requests for any reasons, the employee shall be reinstated in the employee's prior job classification. During this training and trial period if the district determines that the employee is not performing satisfactorily, the district shall inform the employee of the areas of unsatisfactory performance and the employee shall be reinstated to the employee's prior job classification.

This training and trial period shall apply to any additional job classifications which a unit employee obtains in addition to the employee's existing job duties. This training and trial period shall commence on the employee's first day in the position as a regularly scheduled employee and shall not include any days worked as a substitute, casual, or temporary employee.

Generally, an employee changing job classifications shall be placed on the same salary schedule step in the new job classifications as the employee was on in the former job classification. The Board may place the employee on a lower step in the new job classification if based on experience and skills provided the employee does not receive a pay reduction and continues to earn longevity based on the original start date. Additionally, the Board may advance an employee changing job classifications up to five (5) steps based on relevant work experience, as determined by the Board. A veteran's military experience shall be relevant work experience pursuant to MCL 35.401a. All step movement pursuant to this paragraph shall be effective as of the employee's start date in the new job classification.

If the employee is reinstated to the employee's former job classification as provided in Article 10.F, then the employee will return to the same step that the employee was on before changing job classification.

G. Any person covered under this Agreement shall provide two (2) weeks' notice of intent to resign to his/her building principal or immediate supervisor.

H. A vacancy which occurs within a job classification that is less than full time shall, before posting, be used on a seniority basis to increase the work hours of employees assigned less than forty (40) hours per week in the same job classification. The prescribed hours needed to accomplish the task, and the established work schedule of the employee will determine that employee's availability for increased work hours in that same job classification.

I. When a new or revised job cannot be properly placed into an existing classification by the parties' mutual agreement, the Employer shall place into effect a new job classification and pay rate for the job classification in question and shall designate the job classification and pay rate as temporary. The Employer shall notify the Association in writing of any such temporary job classification which has been placed into effect.

The new job classification and pay rate shall be considered as temporary for thirty (30) calendar days, following the date of written notice to the Association. During this thirty (30) calendar day period, the Association may request in writing that the Employer negotiate the job classification and pay rate. The negotiated rate, if higher than the temporary rate, shall be applied to the date the employee first began working in the temporary job classification, except as otherwise mutually agreed. When the parties are not able to agree on the job classification and/or pay rate, the

issue may be submitted to the grievance procedure. When a new job classification has been assigned a permanent pay rate , either as a result of the Association not requesting negotiations for the temporary job classification during the specified time period , or as a result of final negotiations, or upon resolving the matter through the grievance procedure, the new job classification shall be added to and become a part of Appendix A of this Agreement.

J. Temporary personnel transfers shall be for no longer than thirty (30) calendar days, except if both parties mutually agree to an extension of the thirty (30) calendar day time period. If the parties do not agree to extend the temporary transfer beyond the thirty (30) calendar days, the position is considered an open position and posted for bidding interested employees.

K. Any employee temporarily transferred from his/her job classification to another job classification within the bargaining unit shall be paid at the rate of the position from which he/she is transferred, or at the probationary rate of the position to which he/she is transferred, whichever is higher. After ten (10) consecutive days the pay rate shall be the rate of the position to which the employee is transferred, or from which the employee is transferred, whichever is higher.

L. Food Service absences will be filled with the most qualified senior employee who is in the next lower job classification working within the same work site.

An employee who works at more than one job site will be able to move up to the higher job classification, if qualified, at either site. This process only applies to positions vacant for the entire day. The remaining open position may then be filled by a substitute.

A regular employee filling a temporary vacancy shall be paid the rate of the higher job classification for all hours actually worked in the higher job classification.

Food service employees shall receive the first right to substitute on a trimester-scheduled workday if they are not scheduled to work on a semester-scheduled workday. Available work will be rotated in seniority order.

M. Temporary Seasonal Positions

1. The Board may create temporary positions (of no more than six (6) months' duration) to meet seasonal needs (such as painting or grounds maintenance). These positions will be posted in accordance with Section 10.A.2, as soon as reasonably possible after the need for the project is known.

2. Any unit employee may inform the District by May 30 of each year of interest in seasonal employment (summer work) for such positions. The district will verify the qualifications of applicants to perform the duties of the position, and upon verification will add the applicant's name to an eligibility list. Candidates will be placed by seniority if qualified for the

seasonal position. A list of qualified applicants eligible for each classification of position will be created and maintained, sorted as follows:

a. The first sort will be divided into two (2) groups by employee classification, with those currently holding classification(s) with similar qualification requirements separated from and placed into a higher group than those holding other classifications. (EXAMPLE: For a temporary seasonal painting position, Custodial/Maintenance Employees are separated from and placed into a higher group than other employees.)

b. For the second sort, within each group, qualified applicants who have been offered and accepted the fewest temporary assignments for the current calendar year will receive priority.

c. For the third sort, within each sub-group, qualified applicants will be ranked by total seniority within the district, based on last hire date.

3. Assignments will be offered to qualified applicants based on their position on the list. The district is not required to offer a schedule that results in overtime compensation. The district is not required to grant a leave of absence for the purpose of accepting a temporary seasonal position. The training and trial period described in Article 10.F. applies to any person placed into a position created under this Article. A leave of absence will not be arbitrarily or unreasonably denied.

4. An Equity Committee consisting of an equal number of representatives from the Association and the District administration, will attempt to resolve disputes for temporary seasonal work. Upon request, this Committee will hear and consider any objections to the application of this Article if the Association, or a bargaining unit employee, believes that a temporary seasonal position has been created in a way that is intended to favor any employee or group of employees over another (except based on seniority or qualification to perform the duties). The filing of an objection with the Equity Committee is an alternative, rather than in addition, to the remedies under Article 6 (Grievance Procedure).

ARTICLE 11 – Seniority, Layoff and Recall

A. Seniority

1. On or about September 1 of each year, the Board shall publish and distribute to each employee unit a copy of the complete seniority list of bargaining unit employees. That list shall include all individuals who hold seniority as a result of this Agreement and shall contain hire date, employee location, employee group, and job classification. The district shall maintain two (2) seniority lists, one list for those working full time (30+ hours per

week) and one list for those working part-time (less than 30 hours per week). Objections to the seniority list shall be filed within ten (10) days of posting. Thereafter, the list shall be final and conclusive for that school year.

2. If more than one (1) individual within an employee group has the same position on the seniority list, the Board reserves the right to determine who shall have seniority advantage.

3. Seniority shall be measured from the last hire date, which becomes the seniority date and number for each employee.

4. Only unit employees shall possess, retain, or accrue seniority by employee group in the bargaining unit.

5. Probationary Period

   a. Employees newly hired by the Board or employees new to this unit shall serve a probationary period for the first sixty-five (65) days actually worked. A probationary employee is eligible for health insurance benefits for which the employee would otherwise be eligible under Article 13, on the first day actually worked.

      i. 4-hour custodial employees will serve one (1) probationary period of sixty-five (65) workdays and will be paid according to the "Part-time custodial staff" salary schedule.

   b. When an employee completes the probationary period in a satisfactory manner, he/she shall become a unit employee and shall be placed on the seniority list and shall rank for seniority purposes from the hire date.

   c. Probationary employees shall not come under the terms and conditions of this Agreement. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement and is not entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last hire date; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence. During the probationary period, employees shall be compensated by wages and health insurance (if selected), only and are not entitled to receive any other fringe benefits under this Agreement, such as, but not limited to,

paid holidays.

6. Unit employees who move or have moved from one employee group to a different employee group, as established by this Agreement, shall have their seniority "frozen" at the accrued level attained when the change in employee group occurs and shall begin accruing seniority in the new employee group immediately for layoff and recall purposes. Temporary or substitute work by non-bargaining unit employees does not count toward seniority accumulation except when a temporary employee works in a long-term spot more than twelve (12) consecutive weeks and is then hired to fill a position on a permanent basis and has completed their probationary period.

7. A unit employee who is promoted outside the bargaining unit shall not accumulate seniority while working outside the bargaining unit. That employee who is transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns to the bargaining unit within one (1) year.

B. Loss of Seniority

An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

1. Resignation or quit.

2. Termination and not reinstated.

3. Retirement.

4. Intentionally falsifies his/her employment application.

5. Has been laid off for a time period equal to his/her seniority at the time of layoff.

C. Layoff

1. The term "layoff" means a reduction in the employee workforce. Employees who are to be laid off shall receive at least fifteen (15) workdays written notice.

2. Probationary employees and temporary employees shall be laid off first in the affected employee group. Further reduction shall be in accordance with seniority within the affected job classification. Those employees retained will have the ability to perform the work available and possess the necessary skills required for the job.

3. Procedure:

   a. An employee forced to change jobs as a result of a reduction in workforce may exercise seniority within the same job classification and shall displace the least senior person in that job classification, subject to the qualifications in paragraph C-2.

   b. If the employee is the least senior person in that job classification, the employee may exercise seniority within another job classification at the same or at a lower salary or hourly rate in the same employee group and shall displace the least senior person in that job classification subject to the qualifications in paragraph C-2.

   c. If the employee is the least senior person in a job classification at the same or at a lower salary or hourly rate in that employee group, the employee may exercise any seniority that employee has within another employee group, and shall displace the least senior person in that employee group subject to the qualifications in paragraph C-2.

   d. Employees who work less than twenty (20) hours per week may not exercise their seniority to displace an employee who works twenty (20) hours or more per week.

4. In the event of layoff, employees on leave shall be notified by the Board so that they may exercise seniority rights.

5. Laid off employees shall have insurance benefits continued by the Board for one (1) month beyond the month in which the layoff became effective. The Board shall continue to pay the insurance premiums beyond that time provided and contingent on the employee reimbursing the Board in advance for that premium as required by COBRA.

D. Recall

1. Employees shall be recalled in order of seniority within an employee group with the most senior employee being recalled first, subject to the qualifications in paragraph C-2.

2. Recall shall be by registered mail to the employee's last known address in his/her personnel record or hand delivered to his/her last known address or in person, with a copy to the Association. An employee receiving recall notice has five (5) business days from receipt of the recall notice by which to notify the Board of his/her intention to return or to remain on layoff. Failure to notify the Board within the five (5) business days shall result in loss of recall rights and the employee shall be deemed a voluntary quit. An extension to return to work beyond the five (5) business days may be agreed to in writing by the Superintendent and employee.

3. If the Board reinstates a position that has been eliminated, the employee, if not on layoff, who previously held the position, shall be offered the position before it is offered to a laid-off employee.

E. Reduction in Work Hours

1. There shall be no reduction in the normal work hours provided for any employee or position without prior notice to the Association.

2. Procedure:

a. For a reduction in an employee work hours, is if that employee has greater seniority and possesses the necessary skills and ability, An employee subject to work hour reduction may maintain his/her normal work schedule by displacing an employee with less seniority in the same job classification. That employee's work hours will not be reduced without fifteen (15) days advance written notice.

b. If the employee is the least senior person in that job classification, he/she may maintain his/her normal work schedule by displacing the least senior person in another job classification in the same employee group, or at a lower salary or hourly rate in the same employee group, provided the employee possesses the necessary skills and abilities.

c. If the employee is the least senior person in a job classification at the same or at a lower salary or hourly rate in that employee group, the employee may maintain his/her normal work schedule by exercising any seniority that employee has within another employee group, displacing the least senior person in that employee group if the employee possesses the necessary skills and abilities.

d. Employees who work less than twenty (20) hours per week may not exercise their seniority to displace an employee who works twenty (20) hours or more per week.

ARTICLE 12 – Holidays and Vacation

A. Holidays

After the school calendar is determined, similar adjustments will be made to ensure no loss in holidays for unit employees.

1. Secretarial/clerical, food service, paraprofessional/aides, and custodial/maintenance employees, including temporary non-probationary employees shall have the following days off with pay:

- Friday before Labor Day and Labor Day;
- Thanksgiving Day and Day after Thanksgiving: if the Wednesday before Thanksgiving is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay;
- Christmas Eve and Christmas Day;
- New Year's Eve and New Year's Day;
- MLK Day and Presidents' Day: If school is not scheduled to be in session, employees will not report to work and will be paid their regular day's pay;
- Good Friday or the Friday before Spring break: subject to annual calendar negotiation;
- Memorial Day;
- Independence Day (for those working at that time)

2. Employees shall receive pay for each listed holiday provided that they have worked both the employee's scheduled work day immediately before and the employee's scheduled work day immediately after the holiday, unless an absence on either day is caused by the employee being on paid vacation or by legitimate injury or illness for which written evidence may be required in accordance with Article 9.A.1.f. The employee shall provide absence verification verifying the same within seven (7) workdays immediately after the absence.

   Employees absent from work due to illness or injury compensable under sick leave, Worker's Compensation, or insurance provisions of this Agreement and who are otherwise entitled to holiday pay shall be paid their regular holiday pay less the amount paid under the sick leave, Worker's Compensation, or insurance provisions of this Agreement.

3. Employees required to work on any of the above-named holidays shall receive time and one-half (1½) for hours worked in addition to the regular holiday pay.

4. Holidays falling within a vacation period shall not count as a vacation day but shall be a paid holiday.

5. Deviations from the EREA negotiated calendar will be addressed through LOAs as necessary.

B. Vacation - Secretarial Employees

1. Secretarial employees who work thirty (30) or more hours per week, but less than 52 weeks per year, shall be paid for ten (10) vacation days to be taken during the winter and spring breaks.

2. Upon resignation, termination of service or employment, or transfer to a

position requiring fewer working hours or weeks of employment, an employee shall receive at his/her request any unused vacation allowance at his/her current rate of pay.

3. All vacation time is to be arranged in advance with the administrator in charge of the office in which the employee works and is to be scheduled in such a manner as to not interfere with the work of that office.
4. When an employee is on a scheduled vacation and a death in the family occurs, those days shall be considered as funeral leave and the employee is entitled to that number of days as vacation.

C. Vacation - For 52-week employees

1. All twelve (12) month employees covered by this Agreement, who work thirty (30) hours or more per week, who have completed one (1) year of service shall receive one (1) week paid vacation; two (2) years of service shall receive two (2) weeks paid vacation; five years (5) of service shall receive three (3) weeks paid vacation; and ten years (10) years of service shall receive four (4) weeks of paid vacation.

2. To be eligible for a vacation, an employee must have worked eighty percent (80%) of his/her regularly scheduled working hours in the preceding year. If an employee works less than eighty percent (80%) but more than sixty percent (60%) of his/her regularly scheduled working hours, he/she shall receive pro-rata vacation allowance based on his/her actual percentage of hours worked.

3. Employees terminating employment or on an unpaid leave of absence shall receive pro-rata vacation allowance based on one twelfth (1/12th) of the vacation pay for each month or major fraction thereof between his/her anniversary date of employment and his/her termination date, or commencement of an unpaid leave of absence.

4. Vacation time must be applied for, in writing, and is subject to the approval of the employee's immediate supervisor.

5. Employees will receive their vacation leave hours on July 1 for the school year, which they would normally receive on their hire date anniversary. Vacation should be taken each year. However, the employee may choose to carry over up to ten (10) vacation days into the next twelve (12) month period. Employees prevented from using vacation within the foregoing time periods because of administrative decisions shall be compensated at the employee's regular rate of compensation for the unused portion of vacation days, unless the employee requests, in writing, to the Personnel Office that those days be carried over.

ARTICLE 13 – Insurance

A. For employees who were hired on or before February 13, 2001, the Board shall provide health insurance coverage selected by the Association for self, two-person, or full family as described below to the employees who work thirty (30) hours or more per week. This qualification will not change due to an involuntary layoff and recall, but a voluntary quit or a sustained discharge will terminate coverage eligibility.

For employees hired on or after February 14, 2001, the Board shall provide single subscriber health insurance coverage selected by the Association for the employees as described below to the employees who work thirty (30) hours or more per week.

Unit employees selecting health insurance shall have the choice of MESSA plans offered by the Eaton County APA. Upon ratification and the effective date of this Agreement, the District will increase its health insurance premium contribution to the State hard cap contribution amounts for unit employees who elect and enroll in health insurance coverage.

Employees shall pay the difference in premium after the Board's contribution.

Employee contributions shall be made by payroll deduction. The deduction amount shall be determined by multiplying the monthly employee share (if any) by twelve months and dividing that amount by the number of paychecks that the employee is scheduled to receive during the school year. The employee's contribution shall be paid beginning with the first paycheck in September each year.

Employees may use the employer-sponsored Section 125 salary reduction agreement for making their insurance contribution.

B. For employees not electing health insurance:

Employees working more than 30 hours per week will receive a health care contribution based on the single subscriber rate as indicated above. If the employee chooses not to participate in a health insurance plan, then the employee will receive a cash payment of $285.00/month. Employees working more than twenty (20), but less than thirty (30) hours per week shall receive one-half of this amount.

Cash in lieu of health may be taken on the conditions that: (1) the employee voluntarily and in writing opts out of the available medical health care plan; and (2) provides documentation to the Superintendent's designee that the employee has other medical/health care coverage that meets the minimum value and coverage requirements of the Affordable Care Act.

C. Long Term Disability:

1. For custodial/maintenance employees who work thirty (30) hours or more

per week:

The Board will provide long-term disability insurance for employees covered by this Agreement. Benefits shall begin after a thirty (30) calendar day waiting period or expiration of accumulated sick leave, whichever is greater, and continue at sixty percent (60%) of the employee's current weekly wage to age 65 or lifetime for an automobile accident.

2. For food service, secretarial/clerical, and paraprofessional/aide employees who work thirty (30) or more hours per week:

The Board shall provide, without cost to the employee, long-term disability insurance with a benefit percentage of 66 2/3% with a qualifying period of sixty (60) calendar days.

D. Health insurance benefits shall take effect on the first day of the month after the first date of eligibility. All other benefits described in this Agreement take effect the first day of the month after completion of the probationary period, provided that the employee is not eligible for coverage as a dependent under an insurance program.

Dual coverage (i.e., internal coordination of benefits) for both spouses (as well as dependent children) is not permitted when both spouses are employed by the district and are otherwise eligible for coverage. In that event, one spouse shall be designated as a dependent for insurance coverage purposes. The person qualifying as a dependent shall instead receive cash in lieu as outlined above. This limitation also applies when the employees are ex-spouses as to coverage for their dependent children.

Employees (and their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but instead elect the cash option specified in Article 13B.

E. All employees shall be provided $10,000 life insurance, including AD&D, at no cost to the employee.

ARTICLE 14 – Compensation

A. Employees shall be engaged in the type of work and classification as set forth in Appendix A and shall be compensated in accordance with that Appendix.

1. Salaries shall be paid every two (2) weeks on payday which conforms to the pay schedules for all District employees. A salaried secretarial/clerical employee working less than 52 weeks per year may elect to be paid on a

26-pay period basis. An employee electing to change this option must notify the District in writing no later than August 15.

2. Salaries shall be calculated according to the salary schedules and other provisions of this Agreement.

3. Payroll deductions shall be made as required by law, governmental regulation, and this Agreement.

B. Overtime

1. Except for custodial/maintenance employees, time and one-half (1 1/2) shall be paid for all work or over forty (40) hours in any one week. Double time shall be paid for all hours worked on Sunday. There shall not be any pyramiding or compounding of overtime.

2. Overtime rates for custodial/maintenance employees will be paid as follows: time and one-half (1-1/2) will be paid for all time worked over forty (40) hours in one work week, for which overtime has not already been earned. There shall not be any pyramiding or compounding of overtime.

3. Overtime for custodial/maintenance employees 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. Overtime is not guaranteed by the Employer.

4. Overtime for full-time food service employees shall be divided and rotated as equally as possible within the building according to seniority between full time employees.

C. An employee using his/her personal vehicle at District request shall be compensated at the IRS rate. Any rate change shall be effective thirty (30) days after published by the IRS and shall not be paid retroactively.

D. In addition to the regular weekly salary, employees covered by this Agreement who work twenty (20) hours or more per week in a single classification shall receive a longevity payment for service rendered to the Employer. Involuntary layoff shall be calculated as time worked. The amount of such payment will be calculated from the last date of hire according to the following:

$ .55 per hour after five (5) years;
$ .75 per hour after ten (10) years;
$ .95 per hour after fifteen (15) years;
$1.15 per hour after twenty (20) years;
$1.35 per hour after twenty-five (25) years;
$1.55 per hour after thirty (30) years;

$1.75 per hour after thirty-five (35) years.

E. The Board will pay the legally specified contribution to the Michigan Public School Employees Retirement Fund.

F. New employee step placement may be based on relevant work experience – as determined by the Board. The Board may place a new employee on a step per the table below up to and including step 10 on the applicable salary schedule at the time of hire for such relevant work experience. A veteran's military experience shall be relevant work experience pursuant to MCL 35.401a.

G. All employees shall advance on the salary schedule on July 1 of each year unless:

a) Is on probation as of July 1, or
b) Has reached the maximum pay for his/her classification.

H. The probationary rate is applicable for the first sixty-five (65) days actually worked.

I. Food service employees who work a minimum of twenty (20) hours per week covered by this Agreement are eligible to receive a maximum yearly reimbursement of one-hundred and seventy dollars ($170.00) for needed uniform purchases. Payment will be prorated by 1/180th of the sum for the year, paid for each day worked during the year.

J. A building engineer, first shift custodian, maintenance employee is entitled to up to one hundred and seventy dollars ($170.00) per calendar year for a clothing allowance. Each member shall request reimbursement with receipt turned into his or her supervisor for reimbursement between December 1st and December 30th of each calendar year.

K. Employees may work in different employment classifications covered by this Agreement. Hours worked in more than one employment classification cannot be added or combined to meet the minimum work hour requirement for insurance benefits eligibility.

ARTICLE 15 – Miscellaneous Provisions

A. If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision is permanently restrained by any such court, the remainder of this Agreement, and any supplements, shall remain in full force and effect, and the Employer and the Association at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for that provision.

B. This Agreement shall supersede any rules, regulations, or practices of the Board

which are contrary to or inconsistent with its terms. This Agreement likewise supersedes any individual contract in effect. All future individual contracts shall be made expressly subject to this Agreement.

C. This Agreement is subject to amendment, alteration, waiver, or modification only by a sub- sequent written agreement between, and executed by, the District and the Association. Means of execution by each party shall be governed by the rules, regulations and/or bylaws of each party.

D. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

E. Neither the Association, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike, or other concerted activity which interferes with the Employer's operation in any way.

Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown, strike may be disciplined up to and including discharge at the sole discretion of the Employer.

1. The Board and the Association declare their mutual commitment to school improvement in the enhancement of instructional and support services delivered to the district's students. In accordance with this objective, a BLT stipend position shall be posted every two years at the beginning of August, and the candidate shall be chosen by the building administration in consultation with the association building representative.

2. Each support staff representative will receive a $500 stipend for each year of participation.

F. The Association and the Board will establish a Labor Relations Committee, which shall meet at a minimum of every other month.

G. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.541 et. seq. may reject, modify, or terminate this Agreement as provided in that Act.

ARTICLE 16 – Duration of Agreement

A. This Agreement shall be effective as of July 1, 2026 and shall continue in effect for all terms and conditions for two (2) years, until June 30, 2028.

B. The Board and the Association will meet and negotiate a successor contract before April 1, 2028.

ARTICLE 17 – Binding Effective Agreement

This Agreement is binding on the parties, their successors and assigns.

FOR EATON RAPIDS EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION:

Andrea Wells — President

Jim Manning — Chief Negotiator

6-26-26 — Date

7/20/2026 — Date

FOR EATON RAPIDS BOARD OF EDUCATION:

Superintendent

Amy Jones — Human Resources Director

6-30-26 — Date

06.26.2026 — Date

APPENDIX A

All employees will advance one full step on the wage scale each year of the agreement.

All eligible employees will receive longevity in accordance with the longevity scale each year of the agreement.

	Lunch / Playground PT Office		Clerical Asst		Parapro and Healthcare Aide		Media Tech		Secretary		General Maintenance		Maintenance Technician		PT Custodian		Custodian		Bldg Eng Ele Utility/Grounds Maint Pool Operator		Bldg Engineer HS/MS/GIS		Tier 4: Café Helper		Tier 3: Driver, LW/MS/GC Lead		Tier 2: HS Lead/Head Salad Maker		Tier 1: FS Coordinator	
STEP	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**	**2026-27**	**2027-28**
PROB	$15.00	$15.50	$15.00	$15.50	$15.00	$15.50	$15.98	$16.48	$17.24	$17.74	$16.66	$17.16	$19.60	$20.10	$15.00	$15.50	$15.31	$15.81	$15.72	$16.22	$16.09	$16.59	$15.00	$15.50	$15.01	$15.51	$15.70	$16.20	$16.83	$17.33
1	$15.05	$15.55	$15.05	$15.55	$15.19	$15.69	$16.25	$16.75	$17.29	$17.79	$16.81	$17.31	$19.76	$20.26	$15.05	$15.55	$15.46	$15.96	$15.87	$16.37	$16.24	$16.74	$15.05	$15.55	$15.17	$15.67	$15.86	$16.36	$16.99	$17.49
2	$15.10	$15.60	$15.10	$15.60	$15.45	$15.95	$16.51	$17.01	$17.76	$18.26	$17.27	$17.77	$20.35	$20.85	$15.12	$15.62	$15.86	$16.36	$16.29	$16.79	$16.68	$17.18	$15.10	$15.60	$15.46	$15.96	$16.17	$16.67	$17.35	$17.85
3	$15.15	$15.65	$15.19	$15.69	$15.72	$16.22	$16.78	$17.28	$18.07	$18.57	$17.56	$18.06	$20.71	$21.21	$15.40	$15.90	$16.14	$16.64	$16.58	$17.08	$16.96	$17.46	$15.15	$15.65	$15.69	$16.19	$16.41	$16.91	$17.61	$18.11
4	$15.20	$15.70	$15.45	$15.95	$15.98	$16.48	$17.04	$17.54	$18.23	$18.73	$17.73	$18.23	$20.90	$21.40	$15.72	$16.22	$16.27	$16.77	$16.72	$17.22	$17.12	$17.62	$15.20	$15.70	$15.80	$16.30	$16.52	$17.02	$17.75	$18.25
5	$15.25	$15.75	$15.72	$16.22	$16.25	$16.75	$17.31	$17.81	$18.38	$18.88	$17.87	$18.37	$21.08	$21.58	$16.03	$16.53	$16.41	$16.91	$16.86	$17.36	$17.26	$17.76	$15.35	$15.85	$15.92	$16.42	$16.65	$17.15	$17.88	$18.38
6	$15.38	$15.88	$15.98	$16.48	$16.51	$17.01	$17.57	$18.07	$18.54	$19.04	$18.02	$18.52	$21.27	$21.77	$16.34	$16.84	$16.54	$17.04	$17.00	$17.50	$17.40	$17.90	$15.45	$15.95	$16.02	$16.52	$16.77	$17.27	$18.01	$18.51
7	$15.50	$16.00	$16.25	$16.75	$16.78	$17.28	$17.84	$18.34	$18.70	$19.20	$18.19	$18.69	$21.45	$21.95	$16.55	$17.05	$16.69	$17.19	$17.15	$17.65	$17.54	$18.04	$15.56	$16.06	$16.14	$16.64	$16.88	$17.38	$18.14	$18.64
8	$15.69	$16.19	$16.51	$17.01	$17.04	$17.54	$18.10	$18.60	$18.85	$19.35	$18.33	$18.83	$21.63	$22.13	$16.76	$17.26	$16.82	$17.32	$17.29	$17.79	$17.70	$18.20	$15.66	$16.16	$16.26	$16.76	$17.00	$17.50	$18.27	$18.77
9	$15.87	$16.37	$16.78	$17.28	$17.31	$17.81	$18.37	$18.87	$19.01	$19.51	$18.48	$18.98	$21.92	$22.42	$16.96	$17.46	$16.97	$17.47	$17.43	$17.93	$17.84	$18.34	$15.77	$16.27	$16.36	$16.86	$17.12	$17.62	$18.40	$18.90
10	$15.98	$16.48	$17.04	$17.54	$17.57	$18.07	$18.63	$19.13	$19.16	$19.66	$18.64	$19.14	$22.00	$22.50	$17.11	$17.61	$17.17	$17.67	$17.56	$18.06	$17.98	$18.48	$15.88	$16.38	$16.47	$16.97	$17.25	$17.75	$18.53	$19.03
11	$16.08	$16.58	$17.31	$17.81	$17.84	$18.34	$18.90	$19.40	$19.50	$20.00	$18.95	$19.45	$22.39	$22.89	$17.38	$17.88	$17.38	$17.88	$17.87	$18.37	$18.29	$18.79	$15.98	$16.48	$16.70	$17.20	$17.49	$17.99	$18.79	$19.29
12	$16.33	$16.83	$17.57	$18.07	$18.10	$18.60	$19.16	$19.66	$19.71	$20.21	$19.16	$19.66	$22.59	$23.09	$17.58	$18.08	$17.61	$18.11	$18.07	$18.57	$18.49	$18.99	$16.20	$16.70	$16.92	$17.42	$17.70	$18.20	$19.01	$19.51
13	$16.59	$17.09	$17.84	$18.34	$18.37	$18.87	$19.43	$19.93	$19.92	$20.42	$19.36	$19.86	$22.80	$23.30	$17.79	$18.29	$17.82	$18.32	$18.28	$18.78	$18.70	$19.20	$16.41	$16.91	$17.13	$17.63	$17.91	$18.41	$19.22	$19.72

APPENDIX B
EATON RAPIDS SUPPORT PERSONNEL ASSOCIATION GRIEVANCE FORM

STEP ONE:
Grievance # _____

Distribution of Form
1. Principal
2. Association
3. Grievant

Date of discussion with supervisor:

STEP TWO:

Name of Grievant:

Other(s) involved in incident:

Article(s) alleged to have been violated:

Statement of facts giving rise to the grievance:

Statement as to how facts violate the agreement:

Relief Sought:

_____ _____
Signature of Grievant Date

Date submitted to immediate supervisor:

Answer of immediate supervisor:

Requested Relief: _____Granted _____Denied

_____ _____
Signature of Supervisor Date

STEP THREE:

Date submitted to Superintendent:

Date of meeting with Superintendent:

Answer from Superintendent:

_____ _____

Signature Date

STEP FOUR:

Date Appealed to Board of Education:

Reason(s) for the Appeal:

_____ _____

Signature of ERESPA Representative Date

Date of meeting with committee of the Board:

Disposition of the grievance:

Recommendation(s) of the Board:

_____ _____

Signature of Board Member Date

STEP FIVE:

Date submitted to arbitration: