

AGREEMENT BETWEEN  
THE NEW HAVEN COMMUNITY SCHOOLS  
AND  
THE NEW HAVEN PARAPROFESSIONAL ASSOCIATION/MICHIGAN EDUCATION  
ASSOCIATION

2019-2020  
2020-2021  
2021-2022

**PREAMBLE**

This agreement entered into this 23<sup>rd</sup> day of September, 2019 between the Board of Education of the New Haven Community Schools; New Haven, Michigan hereinafter referred to as the “Board” and the New Haven Paraprofessional Association/Michigan Education Association hereinafter referred to as the “Association”

**ARTICLE 1, RECOGNITION:**

The board hereby recognizes the Association as the exclusive bargaining representative, for all Paraprofessionals and School Aides, full and part time, excluding substitutes.

**ARTICLE 2, RIGHTS OF PARTIES:**

- A. The Board and the Association agree that all employment decisions will be made in a nondiscriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination, or reinstatement shall be made on the basis of age, sex, color, national origin, religion, height, weight, marital status, or disability. Equal pay shall be given for equal performance of jobs requiring equal skill, effort, and responsibility.
- B. In the construction of words used in this agreement, whenever the female gender is used, it shall also be construed to include the male gender.

**ARTICLE 3, BOARD RIGHTS:**

The Board, on behalf of itself and the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To executive management and administrative control of the District and its properties and facilities, and the activities of its employees;
- B. To hire all employees, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or dismissal or demotion, and to promote and transfer all such employees.

The exercise of the foregoing powers, rights, authority, duties and responsibilities in furtherance

thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and of the United States.

#### **ARTICLE 4, ASSOCIATION AND EMPLOYEE RIGHTS**

- A. The Board agrees to furnish the Association in response to reasonable requests to the Superintendent such public information as may be available concerning the financial resources of the district, budgets, allocations, and such information as may be reasonably necessary to assist the Association in developing intelligent, accurate, informal, and constructive programs on behalf of the employees.
- B. The Association and its members shall, upon proper application and/or approval, be permitted to hold meetings in school facilities. Such use shall be free of charge, provided no additional custodial service cost is involved for the School District. The Association agrees that all of its Association activities will be conducted so as not to interfere with the duties and obligations of employees. The Association will be allowed the use of established communication facilities including but not limited to email and telephone.
- C. Off-street parking facilities shall be provided all employees.
- D. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in, or association with any employee organization.
- E. Any bargaining unit member will neither evaluate nor discipline other bargaining unit members.
- F. Except when immediate action is necessary for the health, safety, and welfare of the students, the employee shall at all times be entitled to notification of any infraction of rules or delinquency in professional performance and be guaranteed a prearranged employee-administrative meeting where just cause for giving any warning, reprimand, or other disciplinary action concerning the infraction of rules or delinquency in professional performance shall be stated. The meeting will be conducted at a location where privacy is assured. At all times, the employee will be entitled to have a representative of the Association present at such a meeting. When the request for such representation is made, no action shall be taken with respect to the employee until such representative is present. An employee shall at all times be entitled to have present a representative of the Association at a meeting when an administrative act results in a reduction in rank, compensation or deprivation of any professional advantages.
- G. An employee, in the event of loss, damage or destruction of personal property in connection with any incident while in the line of duty which is not a result of negligence of the employee, will be compensated by an amount not to exceed the deductible limit of any personal insurance. The cost to the District will not exceed two hundred dollars (\$200.00) per claim. The claim will be filed with the Business Office setting forth the extent of loss or damage, as well as pertinent information regarding personal insurance

coverage.

- H. Any case of assault upon an employee shall be promptly reported to the Board or its designated representative. Any such assault, which occurs during the performance of official duties, the Board shall provide legal counsel to advise the employee of his/her rights.

\*Any time lost by an employee in connection with any such incident shall not be charged against the Employee upon the approval of the Superintendent.

- I. The Association shall have the right to post notices of activities and matters of Association concern on a bulletin board in their building. The Association will be allowed the use of the inter-district mail service for communication to its membership.
- J. The District will provide thirty (30) paper copies of the contract to the Association. In addition, the contract will be provided in electronic form to the Association leadership and members.
- K. Thirty (30) days following the proofing/ratification of the tentative agreement package by both the Board and the Association, the printed contract shall be provided for Association members.

## ARTICLE 5, PAID HOLIDAYS

- A. **Holiday Pay:** Provided the Paraprofessional or School Aide was present and worked on the scheduled work day before and after a holiday, he/she shall be eligible to receive holiday pay. Exceptions to this include only those absences that have the prior approval of the Building Principal and the Superintendent that have approval received in central office and documented emergencies or illnesses:

### HOLIDAYS

Labor Day (if the day before and after are worked)  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day  
New Year's Eve  
New Year's Day  
Martin Luther King Day  
Good Friday  
Memorial Day

\*Payment: The employee will receive payment for normal hours worked per day at their regular rate of pay

## ARTICLE 6, COMPENSABLE LEAVE

A. **Sick Leave** – All sick leave will be paid based on the employees normal hours worked per day and their regular rate of pay

1. **Earning:** Sick leave shall be earned at the rate of one (1) day per month up to a maximum accumulation of nine (9) days per year.
2. **Accumulation:** Any sick leave days accumulated over the maximum of eighty (80) days shall be paid to the employee at the end of June, at the rate of 50% of the daily rate of the employee for only the excess days.

3. **Pay for Unused Sick Days:**

An employee, who leaves employment because of retirement and is eligible for and receives benefits under the School District Employees' Retirement, shall be paid for a maximum of ninety (90) days of his/her accumulated and unused Sick Leave at \$45.00, for each day up to a maximum of 90 days.

An employee terminating his/her employment shall be eligible for payment of 50% of their accumulated unused sick days at a payment of forty dollars (\$40.00) for each unused day up to a maximum of 30 days

4. These days are intended to be used for the illness of the employee or immediate family. Immediate family shall be defined as spouse, children, father or mother
5. **Doctor Verification:** The Principal and/or the Superintendent of Schools may ask, after 3 days absence for a doctor's statement to verify illness. Unless approved in advance, due to extenuating circumstances, sick days may not be taken immediately before or following a scheduled break. If an employee is sick on one of these days, they may be asked to provide a doctor's note to receive pay for that day if there is a pattern of misuse.

B. **Personal Business Days**

1. **Number:** With a minimum of twenty four (24) hours notice, except in cases of emergency, paraprofessionals shall be granted three (3) business days per year not deductible from sick leave. Requests must be submitted to the Building Principal, subject to Superintendent or designee review, in writing on district forms designated for this purpose. Written notice of approval or the reason for denial will be given to the employee within 24 hours of the written request.
2. **Additional Deductible Day:** One (1) additional day, deductible from sick leave, may be granted with a minimum of one (1) week's advance notice, not to exceed 4 personal days per year.

3. Limitations on Usage:

- a. Days granted are for the purpose of pressing business that cannot be transacted at times other than normal working hours.
- b. Such days shall not be used for recreational purposes.
- c. Unless approved in advance by the Principal, due to extenuating circumstances, such days may not be taken immediately before or after a scheduled break.

4. At the end of the year, unused personal business days roll over to the following year as personal days, up to a maximum bank of four. Additional days are transferred to the employee's sick day balance.

C. **Bereavement:** Without loss of pay, employees shall be granted time necessary, not to exceed (5) days, for a death in the immediate family. Immediate family shall be defined as spouse, children, father or mother. Three (3) days shall be allowed for the death of the remaining family members (father in law, mother in law, sibling of either spouse, grandmother or grandfather of either spouse, grandchildren, and/or any other person acceptable as an exemption on the employee's income tax or any person who makes his/her home with the employee. Use of bereavement days will not be charged to sick or personal leave. One (1) day shall be granted for funerals of others than those persons defined above and will be charged to sick leave.

D. **Inclement Weather/School Closings**

1. Reporting for Work; When school must be cancelled due to inclement weather or other purposes, employees shall not be required to report for work
2. Days Paid: Employees covered under this agreement shall be paid for all "Act of God" days in any given school year. The pay shall be based upon the employee's normal hours worked per day at their regular wage per hour. Employees will be expected to work on any scheduled make up days required by current State law.
3. Closed Partial Day: If the employee reports for work and school is cancelled, the employee will be paid for the balance of the day.

E. Jury duty - The school district shall pay an employee who is called for jury duty the difference between the amount paid by the jury and the regular amount paid to the employee in ½ day increments All monies earned as a juror, less reimbursement for mileage, shall be reimbursed to the district through a payroll deduction. A copy of the court letter verifying dates and payment will be submitted to the Business Office. Employees will not be required to return to work if released from jury duty prior to the completion of their work day.

F. Court appearances as a witness or in a case connected with the employee's employment or the school shall be a leave of absence with pay not chargeable against the employee's sick leave allowance except

1. In a court action initiated by the employee in which the School District or any of its employees is the defendant acting in an official capacity for the school district.
  2. If the employee is the plaintiff or defendant or is subpoenaed to attend any non-work related proceeding, the employee may use personal leave days, and if necessary sick days for this purpose.
- G. Release time for Association business – In the event that the Association is desirous of sending representatives to local, state, or national conferences conducted by the Association for further cause of its own Association purposes or other business leaves pertinent to the Association affairs, said representatives shall be excused, with pay, provided frequency is no more than twelve (12) days total for the unit and no more than four (4) members (One per building - NHE, Endeavour Elem, Endeavour MS, HS) may be released on any one day. With approval from the Superintendent, more than 1 member per building may be released. Notice for use of Association days will be given as soon as possible but no less than 2 weeks in advance.

## **ARTICLE 7, LEAVES OF ABSENCE WITHOUT PAY**

- A. Upon written request, leaves of absence without pay for reasonable periods of time not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year, for medical reasons, both personal illness and illness within the employee's immediate family with proper documentation for need from a physician. Other leaves of absence without pay for reasonable periods of time not to exceed one (1) year may be granted without loss of seniority, for good cause such as educational purposes that would accrue a mutual benefit to both the employee and the employer. Leaves under this section may be extended for like cause, but in any event, seniority will accrue for only one (1) year.
- B. An eligible employee desiring a leave of absence shall submit his/her request to the Superintendent or designee at least forty-five (45) days prior to the start of the leave desired. An employee must make application for leave within the time limit specified, and if the employee does not make timely application, the leave will be deemed to be denied unless the Superintendent or designee deems that there are extenuating circumstances.
- C. Upon written request, leaves of absences for professional improvement without pay for reasonable periods of time, not to exceed one (1) year will be granted without loss of seniority, which will accrue for one (1) year.
- D. An employee is required to notify the employer in writing at least thirty (30) days preceding the expiration date of a leave indicating his/her desire to return, to request an extension, or to resign. An employee must make application for reinstatement within the time limit specified, and if the employee does not provide such notice, he/she shall be deemed to have terminated his/her employment with the district unless the Board deems that there are extenuating circumstances.
- E. To be eligible for a leave of absence the employee must have completed his/her probationary period.

- F. An employee on leave of absence for a period of time up to 90 days shall return to the position from which he/she requested the leave. Between 91 days and one year he/she would return to a similar or open position for which he/she is qualified or he/she may elect to return at the beginning of the next school year.
- G. An employee on leave over 90 days electing to return at the beginning of the next school year will return to an open position for which he/she is qualified. To be eligible to return under these conditions the employee must notify the district in writing prior to May 1st of the preceding school year. If there is not an open similar position, the employee may displace the lowest senior person from the same classification of which he/she was employed when the leave occurred provided that the position is one for which he/she is qualified. If the employee is electing to return from leave after 90 days during the school year, he/she will be assigned to any open position for which he/she is qualified. If there is not a position available, he/she will displace the lowest senior bargaining unit member in any position for which he/she is qualified. Prior to the beginning of the next school year, the employee may elect to bump the least senior person in the same classification from which they took leave.

The vacated Association position shall be posted as available only for the duration of the leave.

An employee on leave of absence for a period exceeding one (1) year shall be able to return to an open position for which they are qualified. Said employee does not have the use of seniority for bumping rights to obtain a reentry position.

An employee returning from leave shall give written notification to the Superintendent or designee at least thirty (30) days prior to the termination of leave of his/her intent to return to full-time employment.

An employee on leave or returning from leave shall be included in the layoff and recall procedure.

- H. If an employee on leave accepts employment elsewhere or enters into a contract for another position without Board of Education approval, his/her leave will be automatically terminated and his/her employment will terminate.
- I. An employee on leave shall not lose sick leave time accumulated prior to his/her leave. However, sick leave time shall not accumulate during his/her leave of absence.
- J. Notification of availability to return to duty after a health leave shall be accompanied by a written statement from the employee's physician certifying the fitness of the employee to fulfill the full responsibilities and duties of his/her assignment.
- K. Military leaves of absence without salary or benefits shall be granted to any employee who shall be inducted for a tour of military duty to any Branch of the Armed Forces of the United States. Upon returning to employment, an employee who has been on military leave shall be given the benefit of any new increments up to five (5) years, which would have been credited to him/her had he/she remained in active employment with the employer, provided the employee returns to employment as soon as a position for which he/she is qualified becomes available after discharge from military service.

- L. An employee on an unpaid leave of absence shall be covered with all insurance benefits through the end of the month in which the leave commences.
- M. After the Board insurance coverage ends, an employee on unpaid leave of absence may pay premiums consistent with COBRA.

## ARTICLE 8, GRIEVANCE AND GRIEVANCE PROCESS

### A. Grievance Procedure:

1. Definition of a Grievance: A grievance is an alleged violation of the terms and conditions of this Agreement and/or their application. The grievance procedure shall be the exclusive method for settling grievances as defined herein.
2. Time Period Following Alleged Grievance: If the employee or the Association does not process the grievance within seven (7) school days of the date it was alleged to have occurred or the employee and/or the Association could reasonably have been expected to be knowledgeable of it occurring, the grievance shall be considered waived.
3. Grievance Steps:

- a. Level One: Within five (5) school days of the date of the alleged grievance the employee or the Association shall arrange a meeting with the appropriate Administrator to discuss the grievance.

The Administrator shall have five (5) school days from the date of the meeting to make a decision and forward a written copy of it to the Association and the Superintendent or his/her designee.

- b. Level Two: Within seven (7) school days from receipt of the Administrator's written decision the employee or the Association may make a written appeal of said decision to the Superintendent of Schools or his/her designee. The appeal shall specify:

- (1) The sections and articles of the Agreement alleged to have been violated.
- (2) The remedy being sought.
- (3) The reason for the appeal including the specific dissatisfaction with the Administrator's decision.

Within five (5) school days of receipt of the appeal the Superintendent shall arrange a meeting to discuss the matter. Within seven (7) school days following the meeting the Superintendent will issue, in writing, his/her decision with copies to the grievant and the Association.



c. Level Three:

- (1) If the grievance is not resolved at step two, the grievance, at the option of the Association, may be submitted to binding arbitration. The Association shall give notice to the Superintendent, in writing, of its intention to arbitrate. The grievance shall be appealed within thirty (30) school days from the receipt of the level two decision to arbitration. Such appeal will be in writing and will be delivered to the American Arbitration Association unless the parties have mutually agreed upon an arbitrator on an ad hoc basis. The award of the arbitrator shall be binding upon the Association, District and any employee involved.
- (2) The arbitrator shall have no power to add to, subtract from, alter, or in any way modify the terms of this Agreement. He/she shall have no power to establish new salary schedules or change any salary or supplemental pay provided for in this Agreement. He/she shall have no power to change practices, policy, or rules of the Board unless they are in violation of terms of this Agreement or reasonable working rules, working conditions, or safety.
- (3) Any grievance not appealed from an answer at any step of the grievance procedure within the time limits set forth shall be considered withdrawn without prejudice.

## **ARTICLE 9, DISCIPLINARY ACTION, SUSPENSION, AND DISCHARGE**

- A. Disciplinary action will be understood as meaning oral or written reprimand; suspension (meaning loss of pay and/or time on the job); and discharge (meaning involuntary termination of an employee by the Board of Education).
- B. Discipline, when invoked, will be progressive in nature. However, the employer shall have the right to invoke a penalty which is appropriate to the seriousness of an individual incident or situation, up to and including discharge.

In the first offense of a minor nature, the usual action shall be an oral reprimand. Should the problem continue, a written reprimand will be issued. Further offenses may result in suspension and ultimately discharge. Just cause shall be determined on the following factors:

- The adequacy of the evidence derived from the investigation.
- The seriousness of the offense or misconduct.
- The employee's prior record.
- The treatment of similarly situated employees.
- The existence of aggravating or mitigating factors.

- C. Disciplinary action for just cause may be imposed upon an employee for failing to fulfill his/her responsibilities as an employee. Any disciplinary action imposed on an employee which is felt to be unjust may be processed as a grievance.
- D. Reports of disciplinary action and suspension will remain in the individual's personnel file in compliance with the law. In compliance with the law, the report shall be removed from the employee's personnel file, stamped withdrawn from personnel file, placed in a sealed and dated envelope and forwarded directly to the employee by the personnel office.
- E. An oral reprimand will be handled in a private manner that will not embarrass an employee before other employees, students and/or the public.
- F. The employee and the Association shall have the right to begin the appeal process of the suspension or discharge as a grievance at Step/Level 3 of the Grievance Procedure.
- G. An employee who is found to be unjustly suspended or discharged will be reinstated with full compensation for all time lost less mitigation and with full restoration of all rights and conditions of employment including all benefits.
- H. The Board will be responsible for just and equitable administration of the suspension and discharge provisions of this Agreement in regard to individual administrative management styles.

#### **ARTICLE 10, PERSONNEL FILE**

- A. Each employee under this Agreement shall have the right upon request, to review the contents of their official personnel file exclusive of pre-employment credentials and letters of recommendation. Such a review will be made in the presence of the Superintendent or designee. A representative of the Association may be requested to accompany the employee in such review.
- B. No material originating after initial employment will be placed in the personnel file of the employee unless he/she has had the opportunity to review the material. Each employee shall have the opportunity to reply in writing to any item placed in his/her personnel file, and a copy of the employee's written statement shall be attached to the appropriate document provided all persons involved receive copies of same. If the employee is asked to sign material placed in his/her file, such signatures shall be understood to indicate his/her awareness of the material, but in no instance shall said signatures be interpreted to mean agreement with the content of the materials.

- C. Past records of a detrimental nature which are three (3) years old will not be taken into account when an employee is being considered for promotion, discipline, or discharge, and will be removed from an employee's personnel file at the written request of the employee. The school district will follow the provisions of the Bullard Plawecki Right to Know Act.
- D. Each employee will have the right to request that materials which document the successful completion of any course, seminar, or other program that could increase or broaden the employee's qualifications be placed in his/her personnel file.

#### **ARTICLE 11, MISCELLANEOUS PROVISIONS:**

- A. Conference Attendance and Reimbursement: Upon the recommendation of the individual's immediate supervisor and the written approval of the Superintendent, an employee may be granted up to three (3) days each school year with pay to attend conferences, workshops or institutes connected with her employment.  
  
\*Reimbursement for expenses will be in accordance with those stated in the prior approval form submitted to the Superintendent and via applicable receipts.
- B. Employer Scheduled Meetings: All meetings scheduled by the Employer not otherwise provided for in this contract shall be scheduled at least a day in advance of the meeting and shall be paid on a straight time basis when the employee participates in such meetings.
- C. Automobile Allowance: Employees who use privately owned automobiles in the course of their duties shall be reimbursed at the IRS rate per mile providing that such use shall be previously authorized, in writing, by the Superintendent or his/her designee.
- D. Bargaining Unit Classification: The Board agrees to annually furnish the Association a listing of all bargaining unit members, their classifications, and their hourly and annual wage.
- E. Paraprofessionals and School Aides will be paid an additional two (2) hours, at their current hourly rate, for required training, including but not limited to Safe Schools, Hazardous Materials, and Bloodborne Pathogen training. Pay will be included in the first pay period of the school year.
- F. Professional Development will be offered to paraprofessionals on a minimum of 2 up to a maximum of one half (1/2) of the scheduled teacher PLC/PD days. The Superintendent and/or Principal may require attendance at a maximum of two professional developments. All other professional developments offered shall be voluntary. The paraprofessional PD/trainings shall be no less than three (3) hours in length. The content of the paraprofessional PD/trainings shall be decided by the Superintendent and/or the Principal. These days shall be paid on a straight time basis.

## ARTICLE 12, COVERING CLASSROOM ASSIGNMENTS IN THE ABSENCE OF A TEACHER

- A. The district will attempt to cover the classroom absences with certified personnel. However, when such is not possible, the building principal may direct a Paraprofessional or School Aide to cover a classroom.
- B. Determining Rate:
  - 1. The hourly rate of covering classes shall be calculated by taking the maximum daily rate for substitutes, including the long term substitute rate, and dividing it by 6 or the employee's hourly rate, whichever is higher. This rate shall be paid for those class periods (MS/HS), or for each hour (PK-5) where the employee is actually substituting in the classroom.
  - 2. In the event that an employee is assigned by the building principal to substitute for a teacher for an entire day, due to a lack of certified substitute personnel, the employee will receive their daily rate or the highest daily rate for a substitute teacher, including the long term substitute rate, whichever of the two rates is greater.
- C. Assignment: The Building Principal, Director, or Superintendent will choose a particular individual based on the requirements set forth by the State of Michigan and assignments will rotate on an equal basis within the qualified employees assigned to a particular building. A Paraprofessional or School Aide may volunteer to take the position for another Paraprofessional or School Aide if both are in agreement and the paraprofessional or school aid is qualified.

## ARTICLE 13, VACANCIES AND TRANSFERS

- A. **Vacancy:** A vacancy shall be defined as any new or existing position within the bargaining unit that is currently unfilled.
- B. **Postings:** All vacancies and new positions shall be posted. Positions during the school year shall be posted for five (5) working days. Positions open during the summer shall be posted for seven (7) days. Notification of all vacancies and new positions that occur shall be sent to all members, including those on layoff, by email.
  - 1. New positions or positions resulting from terminations or resignations shall not be filled, except on a temporary and/or emergency basis, until they have been posted within all buildings for a period of five (5) working days.

C. **Filling Vacancies:**

1. Any employee may apply for a vacancy provided they meet the minimal qualifications stated in the posting and job description for the posting.
2. In the event of a vacancy in the unit, the most senior qualified employee will be selected for the vacancy
3. District candidates must make written application as per posting directions. If there is more than one (1) opening, the employee will indicate a priority of choices if applying for more than one (1) position.
4. All bargaining unit employees are eligible for voluntary transfers into open positions. Vacancies resulting from voluntary transfers shall be posted and filled as outlined in (B) and C.
5. The president of the Association will be notified when the positions have been filled.

- D. **Seniority:** An employee who is transferred from one job classification to another (i.e. School Aide to Paraprofessional, or vice versa) shall not lose their seniority as a result of the transfer between job classifications. Hourly wages shall be adjusted accordingly.

## **ARTICLE 14, LAYOFF AND RECALL**

A. **Lay-Off procedure**

1. Lay-off shall mean a reduction in the employee workforce due to a decrease in work, loss of funding for a particular program, or financial emergency. Layoff shall take place according to need, as determined by the Board. The least senior employee in the bargaining unit shall be reduced first, provided there is a remaining bargaining unit employee who is fully qualified to perform the necessary assignments. If not, then the qualifications of other bargaining unit members will be considered with a goal of having the least senior member being the one placed on layoff.
2. In the event of layoff or reduction in force, the Board or its designee will meet and inform representatives of the Association of the reductions to be made. Notice in writing, with a copy to the Association, shall be provided to the employees at least thirty (30) calendar days prior to such layoff.
3. In the event of a layoff, the work force shall be reduced in the following order: temporary employees performing Bargaining Unit work (subs), probationary employees and then seniority employees in reverse order as their names appear on the seniority lists.
4. In the event of a lay-off, seniority shall be frozen for a period of three years or the duration of the lay-off (whichever is shorter).

5. If an employee is laid off, he/she will be entitled to his/her prorated longevity during the school year in which the layoff occurs.
6. An employee on lay-off may engage in other employment until a position in the district is available.

B. Recall

1. Laid off employees shall be recalled in inverse order of lay off, (i.e., last laid off, first recalled). Employees shall be recalled to the first available opening for which he/she is qualified.
2. The Board will send by certified mail a notice of recall to the last known address of the Employee and also attempt to reach said employee by phone. It is the responsibility of the employee to keep the Superintendent's Office aware of any changes of address of the employee. If the employee fails to report for work or contact the Superintendent's office within ten (10) working days after receiving the mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the employee as having terminated his/her employment.

## **ARTICLE 15, SENIORITY**

- A. Seniority shall be determined on both unit and classification for purposes set forth in this Agreement.
- B. Unit seniority shall commence with the first day of employment to permanent position in the Bargaining Unit in the New Haven Community Schools. A seniority list shall be furnished to the Association by January 15 of each school year with a district wide list, in order of seniority, both by unit as well classification. The seniority list shall contain each employee's name, seniority number, effective hiring date, and classification. If more than one (1) employee commences work on the same date, seniority will be determined by the last four (4) digits of the employee's social security number. The employee with the lower number will be considered the more senior employee.
- C. The Board shall furnish the Association a list of new hires and terminations on a monthly basis.
- D. Probationary Periods
  1. Individuals hired under this Agreement shall serve a probationary period of ninety (90) calendar days. Prior to the end of this probationary period, if the building principal determines that the individual's performance is not satisfactory, the employee may be terminated. A performance review with the building principal will be conducted on at least two (2) occasions throughout the first year prior to dismissal.

2. If during the probationary period the District determines that the employee's performance is not at a satisfactory level, the building principal will develop an individualized plan for improvement of the employee's performance. This plan shall be in writing. Following the development of this plan, the principal, the employee, and an Association Representative will meet and confer on the plan. The employee will serve an additional Ninety (90) day probationary period while the plan is being implemented.

If, prior to the end of this additional ninety (90) day period, it is the determination of the building principal that the employee's performance is not satisfactory, the employee may be terminated.

3. Benefits: A probationary employee is not eligible for benefits, holiday pay, and/or any other protections afforded by this Agreement until successfully completing their initial 90 calendar day probationary requirement stated within. Benefits and/or protections herein shall not be applicable retroactively to employees upon completion of their first 90 calendar days. If the employee is hired during 2<sup>nd</sup> semester, administration may recommend a shorter probation period, minimum of 70 days, if there is less than 90 days until the end of the school year.
- E. Seniority shall be broken and employment in the district ended for any of the following reasons:
1. If an employee quits or retires
  2. If the employee is discharged and the discharge is not reversed through the grievance process
  3. If the employee fails to return to work from a leave of absence or when recalled from layoff (as set forth in the recall procedure in this Agreement)
  4. If the employee is on layoff for a period exceeding three (3) years or the duration of his/her seniority at the time of layoff, whichever is greater.
- F. Determining Seniority: Individuals working less than a full year shall have their seniority determined on pro-rata basis. Paid leave and leave covered by the Family Medical Leave Act shall accrue seniority.

## **ARTICLE 16, HOURS AND OVERTIME**

- A. Normal Schedule: The normal work schedule shall be Monday through Friday. A full time position, according to this contract, will be a seven (7) hour day including one-half (1/2) hour unpaid, duty free lunch. The work day shall not exceed seven and one half (7 ½) hours, including the duty free lunch without additional compensation based on their hourly rate up to 40 hours per week.
- B. Overtime: Any employee required to work in excess of forty (40) hours in a scheduled work

week will be paid at a rate of time and one half (1 ½) their hourly rate. An employee required to work on a weekend day will be paid at a rate of twice their hourly rate. An employee required to work on a holiday will be paid at a rate three times their hourly rate.

- C. An employee shall not be required by his/her supervisor to work though his/her lunch period except in an emergency situation. If required to work, he/she shall receive time and one-half (1 ½) for their duty free lunch period.
- D. The work year may include additional days before the first student day and after the last student day as needed by the building administration. Administration will give five (5) school days prior notice for necessary days before the first or after the last student day. Pay will be based on the employees normal hours worked per day and their regular rate of pay.

## ARTICLE 17, EDUCATION

### A. Job Classifications

**Para Professionals** must have education above the high school level and training in a specialized area that prepares them to work with students in an instructional assistance capacity under the direction of the certified teacher. These employees may possess certification above high school level, an Associate Degree or higher, and/or equivalent college level credit hours in a related program of study. Placement on the wage schedule shall be determined by the level of education.

Positions include:

Paraprofessional – Title I grant funded  
Paraprofessional – 31A grant funded  
Paraprofessional – Special Education  
Paraprofessional – General Fund

**School Aides** must have a minimum of a high school diploma. School Aides work directly with administration and/or certified teachers.

Positions include:

School Aide – General Supervision  
School Aide – Bus Aide  
School Aide – Instructional Support

### B. Professional Development:

If employees are requested to participate in district sponsored professional development activities or training specific to their position, they will be paid at their regular rate. Administration will give three (3) days prior notice if an employee is expected to attend.



## ARTICLE 18, JOB DUTIES

The district will provide a general job description for each position. Job duties are assigned by the building administration, in conjunction with department supervisors as necessary. Duties assigned to Paraprofessionals and School Aides may be adjusted at the discretion of the certified teacher(s) they are working under upon the direction of and approval from the Building Principal and/or Department Supervisor provided that no terms or conditions of the collective bargaining agreement are violated.

## ARTICLE 19, INSURANCE

The benefits herein described shall apply as defined herein:

1. Hospitalization: The Board will provide single subscriber health insurance to any Paraprofessional or School Aide scheduled for 6 or more hours per day and will pay the full premium up to the statutory State of Michigan hard cap provisions. Paraprofessionals or School Aides working less than 6 hours, should they elect hospitalization insurance, will be responsible for fifty percent (50%) of the district cost. Insurance will be provided to the employee only as a single subscriber.

### PAK A Benefits

Paraprofessionals and School Aides will have the option to elect:

MESSA ABC 1 PAK A health insurance with ABC RX Plan  
MESSA ABC 1 PAK A health insurance with 20% co-ins and ABC RX Plan  
MESSA ABC 2 with 20% co-insurance and ABC RX Plan  
MESSA Essentials with EbM RX Plan

Refer to plan descriptions for benefit details

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum  
75: \$1000 Lifetime Maximum  
Two Cleanings per year  
No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision: VSP 2S

Premium co-pays will be deducted per Section 125 of the IRS rules.

2. The Board will provide single subscriber PAK B benefits as described herein to any Paraprofessional or School Aide scheduled for 6 or more hours per day. With the election of PAK B, the Board will provide a cash in lieu payment of \$2000 annually (\$200/month for 10 months)

**PAK B Benefits**

Delta Dental Plan: 100/75/75: \$1500 Annual Maximum  
75: \$1000 Lifetime Maximum  
Two Cleanings per year  
No Adult Orthodontics

Negotiated Life: \$30,000 Life and AD&D

Vision Plan: VSP 2S

The open enrollment period shall take place in November of each school year. Employees meeting the provisions of Article 19, 1 or 2 at this time shall be enrolled in PAK A or PAK B beginning January 1 of same school year and these benefits shall remain in place for a full year.

**ARTICLE 20, WAGES**

A. Wage Scale for 2019-2022:

The hourly wage for Paraprofessionals and School Aides covered under this contract will be:

<u>SCHOOL AIDES</u>	
<u>STEP</u>	<u>2019-2022</u>
1	10.00
2	10.30
3	10.61
4	10.93
5	11.26
6	11.59
7	11.94

<u>PARAPROFESSIONALS</u>	
<u>STEP</u>	<u>2019-2022</u>
1	10.30
2	10.62
3	10.98
4	11.31
5	11.65
6	12.00
7	12.36
8	12.73
9	13.11

10	13.50
11	13.91

**PARAPROFESSIONALS BA**

<u>STEP</u>	<u>2019-2022</u>
1	10.82
2	11.14
3	11.56
4	11.94
5	12.29
6	12.66
7	13.04
8	13.43
9	13.84
10	14.25
11	14.68

**Wage Formula for Step Advancement for 2019-20, 2020-21 and 2021-22**

Employees will advance one step on the 2019-20 rate schedule only if -  
Gross State Aid exceeds 3.0% of the previous year determined as follows:

PM = Fall 2018 student membership count (Previous Membership)  
 CM = Fall 2019 student membership count (Current Membership)  
 PF = 2018-2019 Foundation allowance (Previous Foundation)  
 CF = 2019-2020 Foundation allowance (Current Foundation)

$((CM*CF) - (PM*PF)) / (PM*PF) > 3.0\%$ , Or Audited Fund Balance exceeds 5% based on MDE early warning formula.

Employees will advance one-half step on the 2019-20 rate schedule only if -  
Gross State Aid exceeds 1.5% of the previous year determined above.

Determination for step advancement for 2020-2021 and 2021-22 will follow the same procedure applied above (changing years in the formula accordingly) except for adding one- half of the audited fund balance increase over the prior year to the product of (CM\*CF). No reduction should Fund Balance decrease.

Example 1:	Example 2:	Example 3:	Example 4:
PM - Actual 1,252.45	1,252.45	1,252.45	1,252.45
PF - Actual 7,871	7,871	7,871	7,871
CM – Estimate 1,257.45	1,275	1,245	1,245
CF – Estimate 8,051	8,051	7,971	7,971
Fund Balance increase			200,000

#1 -  $\frac{(((1,257.45*8,051) - (1,252.45*7,871))}{(1,252.45*7,871)} = 2.7\%$   
 Result ½ step

#2 -  $\frac{(((1,275*8,051) - (1,252.45*7,871))}{(1,252.45*7,871)} = 4.1\%$   
 Result full step

#3 -  $\frac{(((1,245*7,971) - (1,252.45*7,871))}{(1,252.45*7,871)} = .7\%$   
 No step movement

#4 -  $\frac{(((1,245*7,971) + 100,000) - (1,252.45*7,871))}{(1,252.45*7,871)} = 1.7\%$   
 Result ½ step

The parties agree that should the Macomb County Enhancement Millage pass in 2020, there shall be a wage reopener in August of 2020 for wages for the 2020-2021 and 2021-2022 school years.

The parties agree that should the Macomb County Enhancement Millage pass in 2021, there shall be a wage reopener in August of 2021 for the 2021-2022 school year.

**B. Longevity:**

Each Paraprofessional or School Aide will receive a longevity incentive accrued annually in June, according to the chart below. There is no adjustment for partial years of service. This will be paid on the last pay date in June according to the schedule below:

7 - 10	years of service	\$300.00 annually (School Aides only or all employees hired before 10-1-2009)
11-15	years of service	\$600.00 annually
16-20	years of service	\$800.00 annually
21 +	years of service	\$1000.00 annually

It is understood that years of service for the purpose of longevity means continuous service as a member of any MEA/NEA bargaining unit in the school district and does not include previous years of service in a position outside the district, nor credit granted on the wage scale for experience outside the school district and does not include years of service prior to a quit. Recognized unpaid leaves of absence, excluding FMLA leaves, and layoffs are not considered interruptions to continuous service but may not be used as years of active/continuous service in calculating longevity eligibility.

**ARTICLE 21, NEGOTIATIONS:**

**Successor Agreements:** The Association bargaining team shall meet with the Superintendent and/or his designee to negotiate new contracts and/or the addition or revision of existing Articles at a mutually agreed time and place.

**ARTICLE 22, SEPARATION CLAUSE**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 23, DURATION OF AGREEMENT:**

This Agreement shall be in effect for three (3) years, 2019-2020, 2020-2021, 2021-2022  
This Agreement shall be effective as of September 23, 2019 and shall continue in effect for 3 years until August 31, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

FOR THE BOARD:

Sue Simon 10-28-19  
Sue Simon, President Date

Regina Patton 10-28-19  
Regina Patton, Secretary Date

Barbara VanSweden 10/21/19  
Barbara VanSweden, Superintendent Date

FOR THE ASSOCIATION:

Mary Petzer 10-21-19  
Mary Petzer, President Date

Joanne Hilmon 10-21-19  
Joanne Hilmon, Vice President Date

Mara Wirtz 10-25-19  
Mara Wirtz Date  
6-E Uniserv Director  
MEA/NEA Local 1

