

MASTER AGREEMENT

between

TEAMSTERS LOCAL 214

- and -

**RICHMOND BOARD OF EDUCATION
EDUCATIONAL PARA PROFESSIONAL**

2012-2014

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PREAMBLE

THIS AGREEMENT, entered into this 18th day of March, 2013 by and between the RICHMOND COMMUNITY SCHOOLS, hereinafter referred to as the "Employer", and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, an affiliate of the International Brotherhood of Teamsters, hereinafter referred to as the "Union", shall:

ARTICLE 1
PURPOSE AND INTENT

Set forth the terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, employees, Union and community.

The parties recognize that the interests of the community and the job security of the employees depend upon the Employer's success in establishing proper service to the community. To these ends, the Employer and the Union encourage the fullest degree of friendly and cooperative relations between all parties to and at all levels of this Agreement.

The parties agree no grievances may be filed, processed or arbitrated under this, the Purpose and Intent portion of the Agreement.

ARTICLE 2
RECOGNITION

Pursuant to authority vested in the Michigan Employment Relations Commission, it is hereby certified that Teamsters State, County and Municipal Workers Local 214 has been designated and selected by a majority of the employees of the above named Employer, in the unit described below, as their representative for the purposes of collective bargaining and that, pursuant to Sections 11 and 12 of Act 336 of the Public Acts of 1947, as

amended, Teamsters Local 214 is the exclusive representative of all the employees in such unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment.

UNIT:

(Unit IV): All teacher aides (to be called Educational Para Professionals).

Excluding supervisors.

ARTICLE 3
AGENCY SHOP

Section 1.

Employees are free to join or not to join the Union. Employees who are members of the recognized bargaining unit but who are not members of the Union may join the Union by initiating their Union application form and dues deduction authorization form.

Section 2.

The Employer agrees to deduct from the wages of an employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, as provided in a written authorization in accordance with the standard form used by the Employer provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice or legal requirements. The revocation notice must be given to both the District and to the Union,

Section 3.

Any person who is not a member of the Union and does not make application for membership within ninety (90) calendar days from the effective date of this Agreement or from the date they first become a member of the bargaining unit, whichever is later, shall, as a condition of employment, pay the Union a service fee as a contribution

towards the negotiation and administration of the contract. Employees who fail to comply with this requirement shall be removed from the bargaining unit within thirty (30) calendar days after receipt of written notice from the Union, unless otherwise notified by the Union in writing within said thirty (30) calendar days, and provided that the Union shall release the department from fulfilling the obligation to remove if during such 30 day period the employee pays the membership dues or service fee retroactive to the due date and confirms his/her intention to pay the required membership dues or service fee in accordance with this Agreement.

Section 4.

The Employer agrees to deduct from the wages of any employee covered by this Agreement, who is not a member of the Union, all Union service fees uniformly required as provided in a written authorization in accordance with the standard form used by the Employer, provided that the said form shall be executed by the employee. The written authorization for Union service fee deduction shall remain in full force and effect during the period of this Agreement unless revoked by written notice or by law. The revocation notice must be given to both the District and to the Union.

Section 5.

All Union membership dues and service fees will be authorized, levied, and certified in accordance with the By Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Treasurer of the Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and service fees, which dues and service fees shall be sent reasonably promptly to the Secretary-Treasurer of the Union. The Secretary-Treasurer of the Union shall not request the Employer to change the amounts so deducted

more often than four times each fiscal year.

Section 6.

The Union shall not have right or interests whatsoever in any money authorized withheld until such money is actually paid over to it. The Employer or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the Union, the Employer and its officers and employees shall be released from all liability to the employee-assignors, and to the Union under such assignments.

Section 7.

The Union shall refund to employees, dues and service fees erroneously deducted by the Employer and paid to the Union. The Employer may offset any amount erroneously or improperly deducted and paid to the Union from any subsequent remittance to the Union.

Section 8.

Upon receipt of written notification from the Union, the Employer agrees to make a special deduction from a member's paycheck to recover delinquent dues or service fees. This deduction will continue until the Union notifies the Employer in writing to stop the deduction. Any refunds for overpayments will be the responsibility of the Union. The maximum amount the Employer will deduct for delinquent Union dues or service fees from any paycheck will be limited to \$25.00 per paycheck.

The Union agrees to save and hold harmless the Employer from any damages or other financial loss, which the Employer may be required to pay or suffer as a consequence of enforcing the above provisions. It is further understood and agreed the Employer will not be required to represent or provided representation for any employee who has a dispute with the Union.

ARTICLE 4
NO STRIKE - NO LOCKOUT

The Union agrees that for the life of this Agreement there shall be no strikes, slow-downs, or interference with the Employer's ability to provide service to the community. Informational picketing is allowed only in accordance with the above restrictions. The Employer agrees there shall be no lock-outs during the term of this Agreement.

ARTICLE 5
MANAGEMENT RIGHTS

District Rights: It is recognized that the management of the District, the control of its properties, and the maintenance of order and efficiency is solely a right and responsibility of the District. Other rights and responsibilities not abridged by this Contract shall belong solely to the District and are hereby recognized. Said rights shall include, by way of example and not by way of limitation, the following:

- A. The right to decide the number and locations of its facilities, department and etc.; work to be performed within the unit; the right to discontinue jobs; the maintenance and repairs, amount of supervision necessary; methods of operation; scheduling of hours, manpower and work sites; together with the full responsibility for the control of the selection, examination, review and evaluation of personnel, programs, operations and facilities; to determine when and where services will best facilitate the District's operations.
- B. Further, it is recognized that the responsibility of management of the District for the selection and direction of the working forces includes the right to decide the number of employees, the right to hire, suspend, discipline or discharge for just cause; assign work within the unit; promote or transfer; the right to decide employee's

qualifications; to determine the amount of overtime to be worked, if any; the right to make necessary rules and regulations governing employee conduct and safety; and to relieve employees from duty because of lack of work or other reasons; is vested exclusively in the District, subject only to the provisions of this Agreement as set forth herein.

- C. The District's failure to exercise any function or right hereby directly or indirectly reserved to it or its exercise of such function or right in a particular way shall not be deemed a waiver or a past practice, or preclude the District from exercising the same in some other way at a later date which is not in conflict with the express provisions of this Agreement. The Union is not waiving the right to make its views known to the District prior to the time changes in management practices are made. The preceding sentence does not require the District to negotiate management decisions, which are covered by this Article.

ARTICLE 6 **UNION RIGHTS**

Section 1.

No member of this unit shall be required to do work outside the concept of his/her bargaining unit, nor shall any other employee perform duties which are outside the concept of his/her bargaining unit covered by this Agreement, except under emergency conditions (as defined in this Agreement) and except in those cases where the duties performed which fall within the concept of a classification covered by this Agreement are not the primary function. The concept of the classifications is described in the classification specifications.

It is understood by the parties that every incidental duty connected with operations is not always specifically described or enumerated in the job description or the classification

specification.

Section 2.

A classification may not be removed from the Teamsters bargaining unit by merely changing the title or by modifying the classification specifications or for the purpose of undermining the Union.

Section 3.

Any alleged violation of Union rights in this Article, is subject to an immediate hearing with the Superintendent at Step 3 of the Grievance Procedure.

ARTICLE 7
EXTRA CONTRACT AGREEMENTS

The Employer, for the life of this Agreement, agrees not to enter into any agreement with any other labor organization with respect to wages, hours or working conditions of any employee or employees covered by this Agreement, nor will the Employer solicit, aid, or encourage any other labor organization regarding this employee group.

The Employer further agrees not to enter into any agreement with individual employees or groups of employees, which in any way is inconsistent with this Agreement or circumvents its obligation of collective bargaining with the Union.

ARTICLE 8
NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and local laws pertaining to fair employment practices.

Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, creed, national origin, age, political orientation, union affiliation, sex, sexual orientation, marital status or non-disabling handicap except where based on a bonafide occupational qualification.

Grievances brought under this Article of the contract may not be advanced beyond the Board Level (i.e., may not proceed to arbitration).

ARTICLE 9 **DEFINITIONS OF EMPLOYEES**

Section 1.

A regular full-time School employee is an employee who has successfully completed a probation work period with the School and who regularly works a minimum of thirty-seven and one-half (37.5) hours per week or more than fifteen hundred (1500) hours per year. All regular full-time employees are subject to the personnel rules and are entitled to the indicated benefits of School employment.

Section 2.

A regular part-time employee who has successfully completed a probationary work period, is in a position created for a duration of not less than six months, and whose hours are regularly fifteen (15) hours or more per week but less than thirty- seven and one-half (37.5) hours per week or less than fifteen hundred (1500) hours per year. Regular part-time employees are covered by the personnel rules, except that their leave benefits are prorated at a level commensurate with their hours of work.

Section 3.

A part-time employee, who has successfully completed a probationary work period, is in a position created for a duration of not less than six (6) months and whose hours are regularly fourteen (14) hours or less per week. Part-time employees are covered by the Personnel Rules but do not qualify for benefits.

Section 4.

It is understood that the District will pay retirement, worker's compensation insurance, social security costs, and anything else required by law for all employees employed by the District.

Section 5.

A position vacancy is a current position vacated by an existing staff member which the Board of Education plans to continue or a new position established by the Board or a temporary position exceeding sixty (60) days due to student or District needs.

ARTICLE 10
CHIEF STEWARD

The Union shall designate in writing to the Employer and the membership, the name of the Steward it wishes to serve as Chief Steward and the name of the person it wishes to serve as the alternate to the Chief Steward to serve in the absence of the Chief Steward.

In addition to the Steward's duties enumerated above, the Chief Steward shall:

1. Have the right to investigate and present class action grievances. Provided, the right to investigate grievances or perform any other functions of Chief Steward, or alternate to the Chief Steward shall be on the employee's time or may be on the Employer's time only in the event of prior permission of the employee's immediate supervisor.
2. Be present at all Step 3 grievance hearings.
3. Be present at all disciplinary hearings. If at the hearing, the employee requests that the Steward be excused then the Steward's presence shall be waived.

ARTICLE 11
RELEASE TIME FOR STEWARDS AND COMMITTEE PERSONS

Upon requesting and receiving permission from his or her supervisor, the Steward may have time off without loss of pay to:

1. Investigate, process, and present grievances.
2. Attend special conferences with the Employer.
3. Attend all contract negotiations with the Employer.
4. Attend all administrative disputes regarding the Employer and the Union.

Should such meetings go beyond the employee's regular quitting time, the Employer shall not be obligated to pay overtime.

The Union understands that such release time is a privilege and not to be abused.

The Employer will not unreasonably deny such release time. Release time will only be taken on the Employer's time with prior permission of the employee's immediate supervisor.

ARTICLE 12 **GRIEVANCE/ARBITRATION PROCEDURE**

A. Definition of a Grievance

A "grievance" is a dispute or difference of opinion raised by an employee in the bargaining unit, which he/she believes to be a violation or misinterpretation of any of the provisions of this Agreement. The term "employee" shall also mean a group of employees having the same grievance.

B. Most grievances arise from instances of misunderstandings or problems that should be settled promptly and satisfactorily on an informal basis at the work level before they become formal grievances. It is mutually agreed that all grievances, disputes or complaints arising under and during the terms of this Agreement shall be settled in accordance with the following procedure, provided the grievance is initiated within fifteen (15) work days from the date the grievance occurred, or fifteen (15) work days from a pay day if it is a compensation matter. The parties agree to exchange all

information and documentation, cite all article violations, and identify all potential witnesses at the 3rd Step hearing. In the event either party does not comply with these exchanges, then that party will be prohibited from using the information in the 4th Step or in arbitration.

Step 1 - Verbal -Immediate Supervisor: Any employee feeling he/she has a grievance may discuss his/her grievance with his/her immediate supervisor in an attempt to settle the problem. Settlements reached must not be inconsistent with the terms and conditions of this Agreement.

Step 2 - Written -Immediate Supervisor: In the event a grievance is not resolved by oral discussion with the employee's immediate supervisor, then the employee may submit the grievance in writing to his/her immediate supervisor. The employee and the Steward shall sign the grievance forms. The grievance forms must indicate (1) a statement of the grievance and the facts upon which it is based and cite alleged violation(s) of specific identifying sections of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his/her decision in writing to the employee within five (5) working days after the grievance has been presented to him/her,

Step 3 -Superintendent of Schools and Union: If the grievance has not been settled, it shall be presented by the Steward in writing, to the Superintendent within ten (10) working days after the supervisor's response is received. A meeting will be scheduled within five (5) working days between the Teamster Business Agent, Steward and Superintendent in an attempt to resolve the issue. The Superintendent shall render a decision in writing within ten (10) working days of the meeting.

Step 4 – Arbitration:

1. If the answer at Step 3 is not satisfactory and the Union wishes to carry it further, the Union shall have ten (10) days from the date of receipt of the Superintendent's answer in which to submit the grievance to binding arbitration in accordance with the procedures set forth below or to Teamsters Local 214's Grievance Panel for its review. Notice of the Union's intent to proceed to the Grievance Panel must be submitted to the Employer in writing. The decision of the Grievance Panel shall be made within ninety (90) days of the notice to the Employer of submission to the Grievance Panel. Should the Grievance Panel recommend that the matter be submitted to arbitration, the Union shall have ten (10) days after the Panel's decision to submit the matter to arbitration in accordance with the procedures set forth below. If the grievance is not so submitted within ten (10) days it will be considered closed on the basis of the last disposition.
2. After the written notice submission to arbitration, an Arbitrator shall be selected through the Federal Mediation and Conciliation Service in accordance with its rules which shall likewise govern the arbitration proceedings.
3. The arbitrator so selected will hold hearings promptly and will issue his decision not later than thirty (30) days from the date of the close of the hearings, or, if all arguments have been waived, then from the date the final statements and proofs are submitted to him.
4. Arbitrability:
 - a) The following matters shall not be subject to arbitration:
 1. Evaluation other than procedural matters;

2. Any grievance based on the statement of "The Purpose and Intent of the Parties" on page one of the Contract.
3. Any matters which are not arbitral under the specific provisions of this Agreement.

b) The Arbitrator shall be empowered, except as limited herein, after due investigation, to make a decision in cases of alleged violations, misinterpretations or misapplication of a specific article and section of this Agreement. The Arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The Arbitrator shall also have no power to establish salary scales, change any salary figures in this Agreement or increase or change any staffing requirements as established by the District.

c) The Arbitrator's power shall be limited to deciding whether the District has violated a specific article or section of this contract. It is agreed the Arbitrator shall have no power to change any practice, policy or rule of the District through substituting his/her judgment for that of the District as to the reasonableness of any practice, policy, rule or any action taken by the District. The Arbitrator shall have no power to enforce any past practice of the District wherein the District has decided to terminate a past practice, provided that the District has given advance notice to the Union of its termination said past practice.

d) The Arbitrator shall have the power to render a monetary award that provides to a grievant compensation he/she would have received under this Agreement. However, the Arbitrator shall have no power to make a monetary award that provides for compensation not specifically provided for in this Agreement. The Arbitrator shall have no power to award consequential or other damages and shall

have no power to award interest or attorney fees.

e) In rendering the decision of the grievance, the Arbitrator shall give full recognition to all management rights of the School District and the Arbitrator shall have no power to overturn any management decision of the District unless such decision is found to be arbitrary or capricious.

f) The Arbitrator shall have no power to apply state or federal law and shall not base his/her decision upon any claimed violation of state or federal law,

g) The Arbitrator's decision shall be submitted in writing and shall set forth his/her findings as to the facts and his/her interpretation of the contract.

h) If an Arbitrator in rendering an award exceeds the authority specifically delegated by this contract, the award shall be unenforceable. An award within the authority delegated to the Arbitrator by this Agreement shall be final and binding on the parties.

5. The decision of the Arbitrator, if within the scope of his/her authority, as above set forth, shall be final and binding.

6. The fees and expenses of the Arbitrator shall be shared equally by both parties.

C. Rights of Employee to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.

2. The Union shall have the right to be present and to state its views on the adjudication of the grievance.

D. Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance.

2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to the grievant and the Union.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the grievant. Except that in disciplinary matters the documentation of the discipline may be so filed unless and until found to be unwarranted.
5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedures cancels the grievance.
7. Grievances shall be processed outside of regular school hours unless otherwise mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article.
9. Forms for filing and processing grievances shall be designed by the Superintendent of Schools and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

E. Expiration of Agreement

Notwithstanding the expiration of this Agreement, any claim or grievance which arose during the term of this Agreement shall be processed through the grievance procedure until resolution.

ARTICLE 13
SENIORITY

Seniority Defined: For the purposes of the Collective Bargaining Agreement, there shall be two (2) definitions of seniority: District seniority and Bargaining Unit seniority.

Current seniority employees shall retain their seniority as previously determined. If two or more new hires begin employment on the same date, the time stamp on their application for Educational Para Professional shall be used to determine their seniority.

District Seniority: School seniority shall be the total seniority from the date of appointment to a regular position, and as may be adjusted by provisions affecting seniority set forth in this Article.

District Seniority shall be used for:

- A. Longevity Pay.
- B. Vacation and sick leave accumulations.
- C. Any other school-wide benefits applicable to this bargaining unit.

Bargaining Unit Seniority: Seniority in the bargaining unit shall be defined as follows:

- A. Seniority of employees transferring into this unit from other bargaining units in the District begins when those employees enter the bargaining unit.
- B. Employees who transfer or promote out of the bargaining unit and then return shall be entitled only to seniority earned while in the bargaining unit.
- C. An employee whose return to the bargaining unit is due to a reduction in force shall not displace a member of the bargaining unit if such displacement would cause the displaced employee to be laid off.

Bargaining Unit Seniority shall be used for:

- A. Vacation selection in accordance with departmental rules .

B. Layoff, transfers, determining place on layoff recall list.

ARTICLE 14
LAYOFFS

Employees to be laid off for an indefinite period of time will have at least ten (10) normal business days' notice of layoff. The Union shall receive a list of the employees to be laid off on the same date as the notices are issued to the employees being laid off.

Prior to the laying off of any regular employee, all temporary, seasonal and probationary employees shall be laid off.

Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report to work within ten (10) working days from receipt of the certified notice, his/her employment shall be considered to be a voluntary quit.

Layoffs of regular employees shall be strictly by bargaining unit based on performance, unless there is a tie in which case seniority will be break the tie. Performance will be evaluated on highly effective, effective, minimally effective, and ineffective.

The parties hereby agree that in the case of a layoff the following is to clarify the layoff:

If there is a layoff of Title I Para professionals, then the layoffs will be by performance within the Title I designation. The laid off Title I employee will not be allowed to bump into a non-Title I Para Professional classification.

If there is a layoff of Para professionals (non-Title I), then the layoff will be by performance in the Para Professional classification. A Para Professional whose position is laid off or eliminated will have the right to bump into a less senior (non-Title I) Para Professional position.

Recall shall be in the inverse order of the above.

Recall rights shall last for one (1) year, or the length of the employee's seniority, capped at five

(5) years, whichever is greater.

ARTICLE 15
VACANCIES

A position vacancy is a current position vacated by an existing staff member which the Board of Education plans to continue or a new position established by the Board or a temporary position exceeding sixty (60) days due to student or District needs.

- A. When a position becomes available, it shall be posted internally for a minimum of five (5) working days prior to filling the job. If not filled from within, it may then be posted to the public for consideration.
 - B. Employees interested in applying for transfers into a vacant position in response to an internal posting, must submit that request in writing to the school administration office within the deadline given.
 - C. When an employee fills a vacancy he or she will be considered to be on a probationary status for a period of sixty (60) working days. The pay grade will be adjusted, if appropriate, upward during this period. At any time during this sixty working day probation period the employee may be returned to his/her former position upon recommendation, with reason, from the supervisor and with the approval of the Superintendent of Schools. If an employee is returned to his/her former status, there is no guarantee of placement in his/her previous location.
 - D. The most senior part-time bargaining unit member will be given the opportunity to add additional hours or combine part-time hours of other positions, provided they are available and qualified to perform the work, in order to obtain full-time status prior to hiring an additional part-time employee.
- An employee is deemed qualified if they meet the qualifications cited on the job

specifications and possess the skills needed to perform the work required by the District.

- An employee is deemed available if the hours to be worked do not conflict with their previously scheduled hours of work.

ARTICLE 16 PROMOTIONS

Section 1.

It is the policy of the Richmond School District to fill promotional vacancies whenever possible by promotion from within. However, it is sometimes necessary or desirable to employ persons from outside the school staff for positions.

Section 2.

For the purposes of this rule, a promotional vacancy is defined as a position, which is assigned a pay grade higher than the employee's current pay grade.

Section 3.

When a regular promotional school position becomes available, it shall be posted internally for a minimum of five working days prior to filling the job unless factors regarding the position make it inappropriate to do so. If not filled from within, it may be filled from the public posting.

Section 4.

Employees interested in applying for promotional transfers into a vacant position in response to an internal posting must submit that request, in writing, to the School Administration Office within the deadline given.

ARTICLE I7
TRANSFERS

Section 1.

It is the policy of the Richmond Community Schools to allow employees to request lateral transfer between school locations when vacancies arise.

Section 2.

For the purpose of this policy, a lateral transfer is defined as retaining the present pay grade and position number while changing assigned work location.

Section 3.

Involuntary transfers may be necessary from time to time for the good of the employee and the district. Such involuntary transfers would not be arbitrary or punitive and in all cases would be accompanied by a notice to the employee and the Union stating the reasons for such transfer. If requested by either party, a meeting will be held to discuss the reasons for such transfer. Permanent transfers made necessary by the death, quit or retirement of the incumbent would be filled by posting the position and if no senior employee applies would be filled by inverse order of seniority. The District shall advise each employee of their next year's tentative assignment, in writing, no later than June 1st of the preceding school year.

Section 4.

Lateral transfer openings, where possible, will be posted internally for a minimum of five working days prior to filling the job unless factors regarding the position make it inappropriate to do so. If not filled from within, it may be filled from the public posting.

Section 5.

Employees interested in applying for lateral transfers into a vacant position, in response

to an internal posting, must submit that request, in writing, to the School Administration Office within the deadline given.

Section 6.

- A. As soon as possible following the position posting, a decision will be made and the affected employees notified. The present supervisor over the vacant position will be given the opportunity to recommend approval or denial of the lateral transfer request.
- B. The final decision will then be made by the department head under the authority of the Superintendent.
- C. Denial of transfer requests will be put in writing stating the reason for denial.
- D. If no internal employee is granted the lateral transfer, an outside applicant will be hired.

ARTICLE 18
PROBATION

There is hereby established a sixty (60) day working test period, which shall apply to all employees promoted to a new position. The school shall have the option to extend the working test period for an additional thirty (30) days.

All new employees of the School, both full and part-time are subject to a probationary period of eighty-five (85) working days. During the probation period, employees are under continuous observation and evaluation. At any time during the probationary period, the supervisor or Superintendent may terminate the employee. Probationary employees do not have recourse to the grievance procedures.

Upon satisfactorily completing the probationary period, the employee shall take a place on the appropriate seniority list.

The probationary employee shall begin to receive all benefits after sixty (60) calendar

days, including health care if they meet the required qualifying hours of work.

ARTICLE 19
EMPLOYEE EVALUATIONS

All bargaining unit employees will be evaluated on a regular basis using the agreed to evaluation system.

ARTICLE 20
SAFETY

The Union and the Employer agree that safety is a major priority and that proper safety equipment and procedures shall be used at all times. To assure that these procedures are being followed the parties agree that there shall be periodic safety meetings. The meetings shall be requested in advance by either party with the presentation of an agenda or concerns to be discussed, no more than two (2) designated representatives of the Union and no more than two (2) of management shall attend.

When safety issues become a concern, they may be addressed at the monthly departmental staff meeting in lieu of the above procedure.

ARTICLE 21
WORK SCHEDULE

Section 1.

The normal work day shall be six (6) to six and one-half (6 1/2) hours. The normal starting and quitting time shall be arranged at the discretion of the immediate Supervisor or Building Principal.

Section 2.

If it becomes necessary for the Superintendent or the Department Head to alter the normal working hours of an employee or employees, the Superintendent or Department Head shall notify the affected employees of the altered schedule and provide ten (10)

business days prior to the altering of the employee's work schedule. Employees are expected to complete a definite assignment, even though it may require additional hours over the standard thirty (30) hour work week. In cases of emergencies, employees shall return to work when requested by the Superintendent or Department Head.

Section 3.

The employee's supervisor or building principal shall provide a written schedule of the days and one-half (1/2) days to be worked and the number of hours to be worked to each employee prior to the start of the school year.

ARTICLE 22
OVERTIME

Section 1.

No overtime may be worked without the prior authorization of the Supervisor or Department Head. All overtime hours worked are to be accurately reflected on the weekly time sheet.

Section 2.

Except in extreme cases of emergency, the Supervisor will not assign employees to work during his/her lunch period. If the employee is assigned to work during his/her lunch period, he/she will be paid at the appropriate rate. In no case will additional compensation be given for the ten (10) minute break period. This break is lost if not taken.

ARTICLE 23
GENERAL

Section 1.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement, without interfering with the progress of the work force.

Section 2.

The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at reasonable times, at the discretion of the Employer.

Section 3.

The Employer shall provide for biweekly pay periods. Each employee shall be provided with an itemized statement of his earnings and of all deductions made for any purpose.

Section 4.

Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

Section 5.

When school is closed due to inclement weather, those employees unable to report for work because of the weather conditions will be allowed the day without loss of pay for the first two (2) occurrences. After the second closing in a school year, employees may be allowed to use leave time to cover hours in excess of the first two school days. For the 2011-2012 school year the first two days will be unpaid. This will remain in until a new

contract is negotiated.

ARTICLE 24
LEAVES

Section 1.

Educational Para Professionals shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of personal illness subject to the following conditions:

- A. Instruction technicians shall be granted one (1) day of absence per month of service in the Richmond Community Schools, unused portions of which shall annually accumulate up to a maximum of ninety (90) days. For the first year, new hires will receive one (1) sick day per month to be added to their sick leave amount at the end of the month. Any employee retiring or terminating employment with the District will be paid for one-third (1/3) of their accumulated leave days at their daily rate of pay.
- B. The total number of days of absence to which the employee is entitled during the ensuing school year shall be credited to his account on the first day that his duties begin during that fiscal year, except new hires as noted above.
- C. Educational Para Professionals must be under firm employment, as defined by law, in order to be eligible to use their accumulated allowable days of absence.
- D. Educational Para Professionals shall be eligible to participate only during the effective days of valid employment between the Educational Para Professional and the Board of Education.
- E. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Richmond Community Schools shall not be deducted from accumulated allowable days of absence providing the employee files at the Superintendent's office within three (3) days of the date of injury a

statement from his doctor stating the number of days he will be unable to work.

- F. Absences resulting from a major personal injury arising out of and in the course of employment with the Richmond Community Schools which entitles the injured Educational Para Professional to compensation under the provisions of the worker's Compensation Act, shall not be charged against allowable sick leave until the thirtieth (30) consecutive day of absence. Commencing with the thirty-first (31st) day allowable days of absence shall be charged only for that portion in excess of the compensation payment. The School District shall supplement the worker's compensation check with an amount sufficient to regular period not to exceed the accumulated allowable days of absence providing all workers' compensation checks covering the period from the date of the injury to the expiration of the accumulated allowable days of absence are turned in to the Superintendent's office for record.
- G. Educational Para Professionals may be requested to submit a statement from the attending physician for absences of five (5) or more duty days or for frequent absences of shorter duration. If a statement from another physician or clinic other than the one from the attending physician is required, the cost of such examination shall be paid by the Board of Education.
- H. Accumulated allowable days of absence shall not be retroactive except for those days already credited to an Educational Para Professional account on the effective date of this Agreement.
- I. An Educational Para Professional who has been employed for two (2) consecutive years has used his accumulated sick leave may apply vacation time for the period of the illness, and when this is gone, may request the Board of Education for a loan of sick leave days not to exceed twelve (12) days.

Section 2.

Educational Para Professionals shall be permitted to be absent from their duties with the Richmond Community Schools without loss of pay because of illness in the immediate family subject to the following considerations:

- A. A maximum of one (1) year's accumulation each year, chargeable against accumulated days of absence shall be granted. Unused days shall be accumulated.
- B. The immediate family shall be defined as spouse, children, grandchildren, father or mother of either spouse, grandparent of either spouse, brother, sister, brother-in-law, sister-in-law, any other person acceptable as an exemption on the Educational Para Professional income tax or any person who makes his home with the Educational Para Professional and in the judgment of the Superintendent is emotionally dependent on the Educational Para Professional as a member of the household.
- C. Absence shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetence of the person requiring care.
- E. In all cases, "other arrangements" are considered possible within three (3) days after the emergency.
- F. Educational Para Professionals shall be permitted to be absent from their duties without loss of pay or leave days because of mumps, scarlet fever measles, or chicken pox for up to ten (10) days.

Section 3.

Educational Para Professionals shall be permitted to be absent from their duties without loss of pay for reasons of personal business subject to the following conditions:

- A. A maximum of three (3) days each year not chargeable against accumulated allowable days of absence shall be granted. Unused days shall not accumulate.
- B. Personal business shall be defined as business that requires the presence of the Educational Para Professional and reasonably cannot be conducted at any time other than during the working day.
- C. Absence because of personal business may be granted by the Supervisor.
- D. Absences because of personal business shall be approved in advance. Exceptions shall be made only in cases of emergency.
- E. Requests for absence because of activities arising out of employment other than with the Richmond Community Schools, or as a result of membership in organizations shall not be approved.

Section 4.

Educational Para Professionals shall be permitted to be absent from their duties without loss of pay for reasons of death in the immediate family subject to the following conditions:

- A. The immediate family shall be the same as that described in Section 2-B, of this Article.
- B. A maximum of five (5) days for each occurrence, not chargeable to accumulated days of absence, shall be granted. Unused days shall not accumulate.
- C. If the employee works on the day of death, the days allowed shall not include the day of death but shall begin with the first scheduled working day following the day of death.
- D. If the day of death is a scheduled day of work and the employee does not work that day, the days allowed begin with and include the day of death.

E. The Superintendent may extend these provisions in instances when in his judgment the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

Section 5.

Absence for jury service by an Educational Para Professional shall not be chargeable to the sick leave or personal leave allowance and the School District will pay the difference in salary between his daily salary and any fee he is paid for jury duty.

Section 6.

The Board may grant leaves for reasons other than those previously stated. The granting of such leaves shall be based upon written application. Leaves of absence without pay during the school year may be granted only if adequate substitutes are available and only if such absence from duty will not be detrimental to the Educational Para Professional program.

Section 7.

A leave of absence is not considered a break in service for seniority purposes.

Section 8.

Accumulated allowable days of absence shall be maintained but shall not accrue during the periods of the leave.

Section 9.

A leave of absence up to one (1) year without pay may be granted to any Educational Para Professional upon application for the purpose of engaging in other activities. The activity cannot be a similar position in another school system within the territorial limits of the United States. Upon return from such leave, the Educational Para Professional will

be placed at the same position on the salary schedule, as he would have been if he worked in the District during that period.

Section 10.

The Employer will upon receipt of a written authorization from the Union, transfer sick days from one employee's account to another employee's account.

ARTICLE 25
HOLIDAYS

Section 1.

The following shall be considered as paid holidays:

- | | |
|-------------------|----------------|
| Labor Day | New Years' Day |
| Thanksgiving Day | Good Friday |
| Christmas Eve Day | Memorial Day |
| Christmas Day | |

Section 2.

If the holiday falls on a Saturday, Friday will be considered as the holiday. If the holiday falls on a Sunday, Monday will be considered as the holiday.

Section 3.

An employee shall be eligible for holiday pay if he/she works his/her last scheduled work day prior to the holiday and the next scheduled work day following the holiday, unless excused by sick leave verified by a doctor's note, or jury duty day, or funeral leave.

ARTICLE 26
VACATIONS

1. At the conclusion of one (1) year of employment, employees hired prior to ratification of the Agreement dated March 13, 2001 will qualify for two (2) days of vacation.
2. At the conclusion of ten (10) years of employment, employees hired prior to ratification of the Agreement dated March 13, 2001 will qualify for five (5) days of vacation.
3. Vacation will not be approved when school is in session.
4. Employees may be paid vacation pay by requesting the pay in writing the Friday before the pay period.
5. Employees hired after the ratification of this Agreement (March 13, 2001) will not be eligible for any vacation or pay for vacation.

ARTICLE 27
INSURANCE PROTECTION

Section 1.

The Board will offer the regular full time employee as specified in Article 9 the following insurance:

A. Plan A

1. The health insurance provided to the secretaries bargaining unit.
2. Term Life Insurance in the amount of \$15,000 for those receiving medical benefits (Plan A), and \$35,000 for those that voluntarily opt out of medical benefits (Plan B) will be provided.
3. Long term disability insurance will be provided after the expiration of ninety (90) calendar days. Benefits shall be paid at 66 2/3% of salary to

a weekly maximum of Five Hundred Dollars (\$500).

4. Accidental Death & Dismemberment.
5. Dental Insurance: Including orthodontic rider with internal and external coordination of benefits (Dentamax).
6. Vision Insurance: Including internal and external coordination of benefits (Spectera).

B. Plan B

1. Term Life Insurance (See Section 1.A.2.)
2. Long Term Disability (See Section 1.A.3.)
3. Accidental Death & Dismemberment
4. Dental Insurance: Including orthodontic rider with no coordination of benefits - or - dental insurance: Including orthodontic rider with internal and external coordination of benefits (Dentamax).
5. Vision Insurance: Including internal and external coordination of benefits (Spectera).

C. If an eligible FTE employee decides to "opt-out" from full health benefits (select Plan B), the Board shall compensate the employee Two Thousand Dollars (\$2,000) for that fiscal year. This compensation can be paid out directly to the employee, or can be contributed to the annuity of their choice.

Section 2. - In all items above, the provisions of the group policy and the rules and regulations of the carrier will govern as to the commencement and duration of benefits, nature, and amount of benefits and all other aspects of coverage.

Section 3 - Employees will not be eligible to receive the above fringe benefits during their probationary period.

Section 4 - The union shall have the right to research alternate insurance options, and bring those to the attention of the administration if they desire to change their insurance carrier and/or coverage. Such changes, if approved, will only be made at the beginning of the year.

ARTICLE 28
COMPENSATION

Section 1.

Employees will be given the option of receiving twenty-one (21) or twenty-six (26) equal paychecks. To select the preferred payment option, employees must submit a request to the Business Office at least thirty (30) days prior to receipt of the first paycheck of the school year. Once the preferred payment option is selected, it will remain in place for the entire school year. Persons hired prior to 3-26-2012 shall have their salary frozen at the 2010-2011 level. Persons hired after 3-26-2012 shall be placed on the salary schedule shall be as follows:

Years of Service	2012-13
0-1 Years	\$9.64
2 Years	\$9.99
3 Years	\$10.38
4Years	\$10.79
5 or more	\$12.09

The parties agree to an economic reopener for the 2013-14 school year.

Bilingual Aides whose assignment requires a second language shall be given an added \$1 per hour after ten years of service.

Effective July 1, 2003 all paraprofessional must meet the highly qualified standard of one of the following ways:

- a. Two (2) years of study at an institution of higher education; or

- b. An Associate's Degree; or
- c. Meeting the standards on a formal assessment approved by the Michigan Department of Education (e.g., Michigan test for Teacher's Certification or ACT Work Keys Assessment). The District will reimburse employees for the cost of such assessments.

Section 2.

The longevity pay schedule will be as follows:

- At the end of five (5) years of seniority One Hundred Fifty Dollars (\$150.00) shall be paid. This is to continue through the 10th year.
- At the end of ten (10) years of seniority One Hundred Fifty Dollars (\$150.00) additional to the above shall be paid (Total \$300.00). This is to continue through the 15th year.
- At the end of fifteen (15) years of seniority One Hundred Fifty (\$150.00) additional to the above shall be paid (Total \$450.00.)
- Longevity will be paid to each employee on the first paycheck in July of each year.
- Payment will be paid for the service completed in the previous school year. Leaves of absence, including layoff shall not be included in calculating longevity. However, layoff by Board action up to one (1) year maximum shall be included for purposes of calculating longevity.
- Employees hired after March 26, 2012, will not be eligible for longevity.

Section 3.

Terminal Pay - A participating terminal pay program shall be initiated as follows:

Employees, upon termination of employment, will receive a terminal leave payment of Sixty Dollars (\$60.00) per year of accumulated seniority. An employee must have a minimum of ten (10) years seniority to qualify.

In lieu of the above, an employee may choose to participate in the terminal pay program:

1. The employee, upon termination of employment, will receive a terminal leave payment of

- Sixty Dollars (\$60.00) per year of accrued seniority for the first ten (10) continuous years.
2. After ten (10) years of seniority, the Board will match up to a maximum of Sixty Dollars (\$60.00) per fiscal year deductions for tax sheltered annuities.
 3. After twenty (20) years of seniority the Board will match up to a maximum of One Hundred Twenty Dollars (\$120.00) per fiscal year deductions for tax sheltered annuities.
 4. Effective March 26, 2012, terminal pay will no longer be offered to new hires.

ARTICLE 29
MISCELLANEOUS

Section 1.

The Board agrees that Educational Para Professionals will receive communication concerning school openings and school calendar information at the same time as the teaching staff and secretaries receive their information.

Section 2.

Educational Para Professionals may have staff in-service and staff development opportunities made available for their participation.

Section 3.

The District hereby agrees to maintain full time status for the employee(s) considered "full-time" at the date of ratification of this agreement. If the employee(s) in question leaves the district, the guarantee of full-time status is eliminated.

ARTICLE 30
DURATION AND TERMINATION

This Agreement shall continue in full force and effect from July 1, 2012 through June 30, 2014 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate this Agreement is served by either party upon the other at least ninety (90) days prior to date of expiration.

**RICHMOND COMMUNITY SCHOOLS
BOARD OF EDUCATION**

**TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214**

Dr. Linda Olson

[Signature]

Superintendent

Will R. Luel

Dated: *3-26-2013*

Dated: *3-26-13*