

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**SOUTH LAKE BOARD OF EDUCATION**

**AND**

**LOCAL 2457 – AFSCME, PARAPROFESSIONAL CHAPTER**

**AND**

**COUNCIL 25**

**2008 - 2010**

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## **AGREEMENT**

This agreement is between the South Lake Board of Education of the District of South Lake Schools, St. Clair Shores, Michigan, hereinafter referred to as the **"Board"** and, the American Federation of State, County and Municipal Employees and Council #25 and its affiliate Local Union #2457, Paraprofessional Chapter, hereinafter referred to as the **"Union"**.

### **ARTICLE I – RECOGNITION**

#### **Section 1 - Purpose and Intent**

The purpose and intent of this Agreement is to set forth the general terms and conditions of employment as such terms and conditions directly affect members of the Union and to promote orderly and peaceful labor relations in the mutual interest of the Board and the Union.

#### **Section 2 - Definitions**

That all terms requiring or needing a definition be contained within the article it relates to.

#### **Section 3 - Recognition of Union**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965 as amended, the Union is hereby recognized as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement of all employees of the Board included in the bargaining unit described as follows:

All regular full-time and regular part-time Paraprofessionals as listed in APPENDIX A AND B. Excluding, however, on-call, temporary and all other employees.

The terms of this Agreement shall apply to new classifications added to the bargaining unit upon the mutual agreement of the parties.

#### **Section 4 - Scope of Agreement**

This Agreement represents the complete Agreement between the parties. It is agreed that the Union clearly and specifically waives any and all rights to negotiate on matters outside of this Agreement during the time thereof.

#### **Section 5 - Board Rights**

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

- (1) to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
- (2) to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and to promote, transfer, dismiss, demote all such employees for just cause;
- (3) to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment;
- (4) to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and Laws and Constitution of the United States.

## **Section 6 – Maintenance of Conditions**

Wages, hours and conditions of employment which are in place at the execution of this agreement shall be maintained during the term of this agreement. Changes must be mutually agreed upon by the Employer and the Union.

## **Section 7 - Strike Prohibition**

Under no circumstances will the Union cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, slowdown or any curtailment of work or restriction of work or interference with the operation of the School District during the term of this Agreement.

In the event of a work stoppage, picketing, or other curtailment of work, the Union shall immediately instruct the employees, in writing, that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The Board shall have the right to discipline, up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited. The Board will not lock out employees covered by this Agreement during the term thereof.

## **Section 8 - Distribution of Agreement**

The Board shall cause the preparation of sufficient copies of this Agreement to be made for distribution to the Union for each Paraprofessional covered hereby within forty-five (45) calendar days of ratification by the Board.

Additional copies of this Agreement shall be furnished to the Chapter Chairperson, to be presented to any new Paraprofessional hired.

### **Section 9 - Discrimination**

The Board and the Union, agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, religion, national origin, ancestry, age or gender.

## **ARTICLE II – UNION RIGHTS**

### **Section 1 - Agency Shop**

1. All employees covered by this agreement, who have completed the probationary period, shall as a condition of continued employment, pay Union dues or a sum equivalent to the regular monthly dues as a service fee.
2. Newly hired, transferred or rehired employees shall as a condition of employment, join the Union or pay the service fee at the conclusion of their probation.
3. Each employee shall execute an authorization for the deduction of Union dues or service fees utilizing payroll deduction.
4. Employees covered by this Agreement shall be deemed members in good standing within the meanings of this section if they are no more than sixty (60) days in arrears in payment of their Union dues or service fees.
5. Employees who fail to remain in good standing in the Union shall be terminated within thirty (30) days of Union notification to the employer when a member of this bargaining unit is in violation of this article.
6. The Union shall indemnify and save the Board harmless against all claims, demands, suits, and other forms of liability that may arise by reason of the Board's compliance with the provisions of this Article.
7. The Board agrees to deduct from the wages of any employee who is a member of this Chapter, a P.E.O.P.L.E. (PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY) deduction as provided for in a written authorization in accordance with a standard form provided by the Union; provided that the said form shall be executed by the employee. This deduction may be revoked by the employee at any time by giving written notice to both the Board and the Union.

## **Section 2 - Union Dues**

1. All Paraprofessionals will tender the monthly Union dues, service fees, or initiation fee by signing an authorization form furnished by the Union for payroll deduction. Such authorization shall continue in effect for the duration of employment as a Paraprofessional.
2. Such sum shall be deducted as dues or fees from the regular salaries of all such Paraprofessionals and remitted as soon as possible after the tenth (10<sup>th</sup>) of the following month.
3. Union dues and/or service fees shall be deducted from the first payroll of each month.
4. The Board shall not be liable, by reason of the requirements of this Agreement, for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.
5. The Union shall indemnify and save the Board harmless against all claims, demands, suits, and other forms of liability that may arise by reason of the Board's compliance with the provisions of this Article.

## **Section 3 - Union Representatives and Stewards**

1. The Union shall notify the Board, in writing, no later than September 1<sup>st</sup> of each year, of the names of the Stewards and Alternates. The Union shall notify the Board, in writing, within thirty (30) days of any change in the position(s) of Steward and/or Alternate Steward.
2. An accredited representative of the American Federation of State, County and Municipal Employees (AFSCME) shall have the right to visit the premises during working hours for the purpose of conducting business with the Local #2457 Paraprofessional Chapter, only after obtaining prior approval for each visit from the Superintendent or his/her designee.
3. The Chapter Chairperson and Grievance Committee Chairperson shall be excluded from any lay-off or reduction in force.

## **Section 4 - Special Conferences**

1. A special conference may be arranged to discuss matters deemed important by either party. An agenda for the meeting shall be determined at the time a request is made. No more than two (2) members of the UNION may attend the meeting. In addition, a certified representative of Michigan AFSCME Council #25 may attend.
2. Conferences shall be conducted after working hours of the employees attending the meeting. Time and place of such meetings shall be set by mutual consent and such meetings shall be limited to two (2) hours, or extended per mutual agreement.
3. Conferences shall not be used to circumvent the established grievance procedure or to affect an early opening of the negotiation process as it pertains to the Collective Bargaining Agreement.

## **Section 5 - Information Rights**

Upon reasonable request, the Board agrees to furnish the Union with readily available information, provided it has a legal duty to do so. This provision shall not be subject to the grievance procedure.

## **Section 6 - Rescheduled Work Days**

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities; such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, may be rescheduled to ensure compliance with State law. Paraprofessionals will receive their regular pay for days, which are canceled, but shall work any rescheduled days with no additional compensation.

## **Section 7 - Threatening Behavior Toward Staff Members**

Pursuant to, and in accordance with Board Policy 4362.01, the Board believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical and/or psychological well being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

## **Section 8 - Personnel Files**

Employees shall have access to their personnel files in accordance with Board Policy 8320, and the employees Right-to-Know Act (Act No. 397 of the Public Acts of 1978).

## **Section 9 - Union Use of School Facilities**

The Union may use available school facilities without charge for Union meetings upon reasonable request to the appropriate administrator.

## **Section 10 - Bulletin Board Space**

The Board shall designate bulletin board space in each building for Union use. The Union agrees that all materials posted will be clearly identified and that it accepts responsibility for all such materials. No materials of a political nature will be posted. The Union shall defend, protect and save harmless the Board from any and all claims, demands, suits and/or other forms of liability by reason of such postings under this Section.

# **ARTICLE III – GENERAL PROVISIONS AFFECTING EMPLOYMENT**



## **Section 1 – Terms of Employment**

**District Full Day Off** shall mean when all schools in the District are closed for a full day.

**District Half Day** shall mean when all schools in the District are closed for a half day, morning or afternoon.

**Building Half Day** shall mean when a particular building or school is closed for a half day, morning or afternoon.

**Late Start Day** shall mean the start time has been delayed for a particular school.

**Early Dismissal** shall mean the school day has been shortened for a particular school.

No paraprofessionals will work on District Full Days off.

**District Full Professional Development Day**—day(s) when instructional staff reports for training.

**District Half Professional Development Day**—day(s) when instructional staff reports for training.

On District Professional Development Half Days and Building Half Days of school, Office Assistants will be expected to work their regularly assigned hours. All other Paraprofessionals will work consistent with student hours of instruction, or as directed by the Board.

On Late Start Days and Early Dismissals, Office Assistants will be allowed to work their regularly assigned hours. All other Paraprofessionals will work consistent with student hours of instruction, or as directed by the Board.

1. Paraprofessionals will work their regular hours from the official Opening Day of school to the official Closing Day of school, except as otherwise specified in this agreement.
2. Latchkey workers will be expected to work their normal hours consistent with program offerings.
3. Paraprofessionals who are required to attend staff meetings shall be compensated at their regular rate of pay.
4. On evenings of school related functions, the Board may require up to two (2) Paraprofessionals to be in attendance and compensated at their regular rate of pay. During book fairs, the Media Assistant shall be one (1) of the Paraprofessionals required to work.
5. Office Assistants and Media Assistants will be expected to work their regularly scheduled hours on the two (2) days prior to the scheduled District Opening Day of school and two (2) days after the last official day of school.

6. An official District Calendar and building calendars will be distributed when each becomes available.
7. Paraprofessionals who substitute for any position will be paid at the rate of pay for the Classification for which they are subbing.
8. If the hours of any position are increased, the Paraprofessional holding that position will be given the additional time and the Union Chapter Chairperson shall be notified.

## **Section 2 - Health Requirements**

Pursuant to and in accordance with Board Policy 4160, the Board reserves the right to require a health examination of any Paraprofessional by a doctor designated by the Board, at the Board's expense.

Each Paraprofessional shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of his/her position.

A Paraprofessional absent from work because of mumps, scarlet fever, measles, chicken pox, pinkeye, or lice, reasonably shown to be attributed to a source in the school shall suffer no loss of compensation and shall not be charged with sick leave for a period not to exceed five (5) school days.

## **Section 3 - Staff Discipline and Discharge**

Pursuant to, and in accordance with Board Policy 4139, the Board will utilize due process procedures by conducting an investigation as appropriate to the situation, including providing the Paraprofessional with reasonable notice and the opportunity to respond.

**Discipline** shall mean action taken on behalf of the Board resulting in negative consequences to the affected paraprofessional.

**Warning** shall mean action taken, verbal or written, which is the first level of disciplinary action.

**Suspension** shall mean an involuntary temporary leave of duties.

**Demotion** shall mean an involuntary change to a lower classification at a decreased rate of pay.

**Discharge** shall mean involuntary termination of employment.

**Discipline** shall be progressive in the following order:

- a) Warning, verbal
- b) Warning, written
- c) Suspension
- d) Demotion, if applicable
- e) Discharge

1. Any and all discipline, for just cause, is the prerogative of the Board.
2. When issuing any disciplinary action, the Board shall promptly notify the building Steward and Chapter Chairperson and shall provide a copy of said discipline to the Chapter Chairperson.
3. During periods of suspension, as a result of disciplinary actions, the Paraprofessional shall not accumulate leave or vacation days nor shall he/she receive pay for holidays that occur during such suspension.
4. Written warnings or other records of disciplinary action shall be dated and placed in the personnel file maintained on each Paraprofessional. The Board will not use this material against a Paraprofessional after it is two years old and said Paraprofessional has not had any other warnings or other written record of disciplinary action in the intervening period.

## **Section 4 - Layoff and Recall**

### **Definitions**

**Displaced** refers to a Paraprofessional whose position has been eliminated or modified through the reduction in work force.

**Layoff** shall mean a reduction in work force.

**Recall** shall mean to be called back to a position that is temporarily unfilled due to layoff.

**Recall List** is a notice of assignment opportunities created by the Board that is temporarily unfilled due to layoff.

### **Displaced**

1. The displaced Paraprofessional whose job has been modified will have the choice to:
  - a) Accept the position as it has been changed, or
  - b) Submit a letter of request for a position on the recall list based on seniority.
2. The displaced Paraprofessional whose position has been eliminated will submit a letter of request for a position(s) on the recall list.

### **Layoff**

1. If it is necessary to reduce the Paraprofessional staff, layoffs will be based on seniority with the least senior to be laid off first, in accordance with Article II, Section 3. The Superintendent or his/her designee will provide written notice of layoff to individual Paraprofessionals.
2. Beginning with the least senior Paraprofessional, the Board will layoff enough positions to allow any displaced Paraprofessional an opportunity to bid on jobs that are comparable to his/her previously held position.
3. The Chapter Chairperson shall be given a current seniority list identifying Paraprofessionals affected by the layoff.
4. Paraprofessionals laid-off shall be given the opportunity to be employed as permanent substitutes, if qualified, for any person on short-term leave. In addition, any Paraprofessional may elect to become a daily substitute to be paid on a daily basis and given priority for such employment over other substitutes.
5. A Paraprofessional who is laid-off shall remain on recall equal to the number of years that Paraprofessional had been employed by the District.

### **Recall Procedure**

1. A recall list will be distributed to all laid-off Paraprofessionals.
2. Each laid-off Paraprofessional must submit a letter of interest for jobs on the recall list, within his/her classification or lower, with position(s) listed in order of preference.

3. A Paraprofessional on a leave of absence, who submits a letter of interest, will be placed on recall according to seniority.
4. a) Recall will begin with the person with the most seniority. The Paraprofessional will be placed in his/her first choice according to his/her letter of interest.  
b) If the position is already filled, the Paraprofessional will be placed in his/her choice. This placement will not reflect an increase in wages or an increase in of more than fifteen (15) minutes per day. The parties agree that certain positions required NCLB Highly Qualified status.  
c) The Paraprofessional shall be offered a position in a lower classification, if all the positions within his/her classification are filled.  
d) This process will repeat until the Paraprofessional is placed in a position.  
e) The next senior Paraprofessional will then be placed according to the above practice and this process will be repeated until the recall list is exhausted.
5. If not distributed during the school year, notice of recall shall be sent to the Paraprofessional at his/her last known address by mail.
6. Each Paraprofessional is responsible for keeping the Board advised, in writing, of any change of address.
7. At the close of the recall process, the Chapter Chairperson will receive a revised seniority list and a list of those remaining on lay-off (according to seniority date).
8. Following recall any unfilled position must be posted according to vacancy procedures (Article III, Section 6).

## **Section 5 – Training, Conferences and Workshops**

The Board will compensate Paraprofessionals at their regular rate of pay for those conferences, workshops or in-service trainings required and approved by the Board.

Only those conferences that directly relate to, or permit the Paraprofessional to successfully perform the expressed and implied duties of his/her position, will be approved.

When Paraprofessionals are required to attend professional development day activities, they will be compensated at their regular rate of pay.

## **Section 6 – Posting Procedures**

**Vacancy** shall mean an open or newly created position within the District.

All Paraprofessional vacancies will be distributed to all members of the Paraprofessional group for a period of five (5) working days. Minimum qualifications will be indicated on all postings.

Positions shall be filled by current Paraprofessionals based on seniority first, then minimum qualifications for the position, prior to the employment of outside personnel.

Secretarial vacancies will be distributed to all maximum level Paraprofessionals who are regularly employed for five (5) hours or more per day.

If any vacancies are posted during the summer months, said position will be announced on the District's Job Hotline. Summer postings will be posted for ten (10) calendar days. This period will begin on the official last day of school for Paraprofessionals and end the week prior to the start of the school year.

Information listed on the hotline will include the title, classification, number of work hours, and building in which the position is to be filled; the date the position was posted; and the deadline to submit your letter of interest and/or applicable application documentation.

A copy of the posting will be mailed to the Chapter Chairperson and listed on the District's website.

## **Section 7 - Experience Levels**

**Entrance Level:** A 90-day period provides Paraprofessionals an opportunity to become familiar with performance responsibilities.

**Intermediate Level I:** Upon recommendation by the Principal, that familiarization with performance responsibilities has been achieved, the Paraprofessional is advanced to Intermediate Level I. If familiarization with performance responsibilities has not been achieved as determined by the Principal, the Paraprofessional's employment will be terminated. (The familiarization period may be extended at the Entrance Level salary level for good reason upon recommendation of the Principal with approval of the Personnel Director).

**Intermediate Level II:** Paraprofessionals become eligible for advancement to Intermediate Level II after one year's service, with the Principal's recommendation that the Paraprofessional has demonstrated continued growth in achieving performance responsibilities.

**Maximum Level:** Paraprofessionals become eligible for advancement to Maximum Level after two years' service, with the Principal's recommendation that optimum growth has been attained in achieving performance responsibilities.

## **Section 8 - Evaluation**

Paraprofessionals are evaluated bi-annually. Performance is evaluated on general achievement of area job goals and specific achievement of performance responsibilities. A copy shall be given to the Paraprofessional, and an opportunity afforded to discuss the evaluation prior to its filing.

Advancement from level to level is based upon achievement of performance responsibilities as recommended by the Principal, and is not automatic.

## **Section 9 – Bus Aides**

The work schedule shall be established and posted by the Transportation Coordinator prior to the beginning of the school year. Bus Aides will then bid by seniority, using the Paraprofessional seniority list.

If after the fourth week of the start of the first or second semester previous bus runs change by more than thirty (30) minutes, a Bus Aide may opt to take the run of someone with less seniority.

## **Section 10 – Salary Conditions**

Pay periods shall be of two (2) weeks duration with payroll checks being electronically deposited to the Paraprofessional's designated financial institution commencing with the beginning of the 2009/2010 school year.

# **ARTICLE IV - SENIORITY**

## **Section 1 - Seniority**

"Seniority" shall be on a district-wide basis.

A transfer, promotion or demotion within the Paraprofessional unit shall not affect seniority.

## **Section 2 – Probationary Employees**

1. New Paraprofessional's shall be on probation for the first ninety (90) consecutive days of employment during their work year.

If the probationary period is not completed by the end of the current work year, the time remaining for its completion shall be served during the next work year.

2. There will be no seniority among probationary employees. Upon satisfactory completion of the probationary period, the Paraprofessional's seniority will be computed from the first day of employment.
3. During the probationary period, the Board shall have sole discretion in matters of discharge and discipline of such Paraprofessionals, which action shall not be subject to review through the grievance procedure.
4. Probationary Paraprofessional's are not eligible to transfer to a posted position within the bargaining unit.

## **Section 3 – Seniority List**



A seniority list will be furnished to the Union annually, on or about October 15, and will list all Paraprofessionals by name, building, classification, seniority date, date of hire, current position, and daily posted hours.

A current list of highly qualified status will be furnished to the Chapter Chairperson for seniority purposes.

#### **Section 4 – Loss of Seniority**

A Paraprofessional shall lose his/her seniority for the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the grievance procedure.
3. He/she is absent for three (3) consecutive working days without notifying the Board or giving satisfactory reasons to the Board for such absence. In proper cases, exceptions may be made by the Board, at its discretion. The Board will send written notification to the Paraprofessional at his/her last known address that he/she has lost seniority and that his/her employment has been terminated.
4. He/she does not return from sick leave or a leave of absence without notifying the Board or giving satisfactory reasons to the Board for such absence.
5. He/she gives a false reason for a leave of absence or engages in other employment during such leave.
6. He/she does not return to work when recalled from layoff, as set forth in the recall procedure. In proper cases, exceptions may be made by the Board at its discretion.
7. He/she retires.

#### **Section 5 – Seniority Protection**

Any Paraprofessional leaving the bargaining unit for a position in another AFSCME Local #2457 Bargaining Unit shall have their accumulated seniority frozen from the date of departure. At such time he/she returns to the Paraprofessional Chapter, the seniority will be unfrozen and commence accumulation beginning with the date of return.

### **ARTICLE V – LEAVES OF ABSENCE**

#### **Section 1 – Leave Days**

Any Paraprofessional finding it necessary to be absent from work because of illness or legitimate use of his/her leave day(s) in accordance with present Board policy, must notify the electronic secretary at the Board office prior to the start of their respective shift. These

days are prorated for part-time and fractional school year Paraprofessionals based on a seven-hour day.

1. The Board will provide a maximum of six (6) leave days without loss of pay to the Paraprofessional.

Paraprofessionals shall accumulate unused days to a maximum of 30. These days shall be payable at the appropriate substitute rate based on the number of regularly scheduled hours worked per day upon the termination of employment (resignation or retirement), provided the Paraprofessional has a minimum of ten (10) full work years of District service.

Accumulated hours in excess of two hundred and ten (210) hours will be paid annually to the Paraprofessional each year at the appropriate substitute daily rate. The payment will be included in the final check in July.

Leave days must be arranged 24 hours in advance except in emergencies. These days may be used to extend a bereavement leave.

2. Leave days immediately preceding or following a holiday must be approved in advance, except when for personal illness – accompanied by a doctor's note. Leave days preceding a holiday may be granted in the following situations:
  - a) for surgery, accidents, serious illness, or injury to an immediate family member;
  - b) for bereavement of a non-immediate family member;
  - c) when travel is needed to attend to an immediate family member's needs.

When applicable, leave days preceding or following a holiday/vacation break must be requested in writing.

Leave days used consecutively must be approved in advance, except for emergencies.

## **Section 2 - Bereavement Days**

Paraprofessionals are eligible to take three (3) days bereavement leave with pay (*prorated to their daily hours of employment*) for deaths within their immediate family. "Immediate family" means husband, wife, mother, father, brother, sister, child, grandparent, grandchild, and mother/father-in-law, sister/brother-in-law, daughter/son-in-law, stepmother, stepfather, stepchild, stepbrother and stepsister.

Bereavement days must be taken within the time period commencing with the death and ending with the second calendar day following the funeral, excluding Saturday, Sunday or holidays, providing the Paraprofessional attends the funeral.

## **Section 3 - Jury/Court Leave**

Each Paraprofessional shall be excused from his/her regularly assigned duties for jury duty or attendance at Court as a witness, pursuant to subpoena, requiring the Paraprofessional to testify in a suit involving the District. Such days will not be charged as personal leave. The Paraprofessional will continue to be paid his/her regular pay during the assigned jury duty. The Paraprofessional shall return to the District the total jury duty stipend in whole minus any accrued travel costs.

#### **Section 4 - Leave for Union Business**

Members of the Union, elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board, shall, at the written request of the Union, receive temporary leave of absence (without pay) for periods not to exceed two (2) years or the term of office, whichever may be shorter. Upon their return, they shall be re-employed at work with accumulated seniority. No more than one member of the Local Union may be on leave in any given year.

#### **Section 5 - Conference Leave for Union Business**

Upon written application submitted at least one (1) week in advance to the Superintendent or his/her designee, the Chapter Chairperson will be granted up to three (3) days leave per year, without pay, to attend International or Council 25 educational conferences, conventions and/or official Union functions.

### **ARTICLE VI – GRIEVANCE PROCEDURE**

**Grievance** shall mean, a complaint submitted, in writing, by a Paraprofessional or a group of Paraprofessionals within the bargaining unit, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Initiation of a grievance may be verbal, at the first step.

#### **Section 1 – Procedures**

1. A grievance submitted under the following procedure may be withdrawn by the Chapter Chairperson or his/her designee and/or the Union at any step of the grievance procedure, without prejudice. Such grievance, once withdrawn in writing, shall be considered by all parties as having been satisfactorily settled.
2. Failure of the Chapter Chairperson or his/her designee to file a grievance or appeal within the specified time limit, at any step of the grievance procedure, shall constitute the grievance as being dropped.
3. Failure to respond to a grievance within the time limit prescribed at any step of the grievance procedure shall be considered as an unsatisfactory response and the grievant may proceed to the next step in the grievance procedure.
4. Grievances, as defined, shall be presented and adjusted in accordance with the following procedure:

- a. The Paraprofessional may discuss items he/she believes are grievances with his/her Steward or the Chapter Chairperson or his/her designee, before his/her shift begins or after it ends, except for a clearly recognized emergency.
- b. The Steward or Chapter Chairperson or his/her designee may informally discuss a grievance with the immediate Supervisor of the member(s) initiating the complaint.

**STEP I:**

- a. In the event the matter is not resolved informally, it shall be reduced to writing and submitted in triplicate as a grievance, to the immediate Supervisor.
- b. Grievances must be filed, in writing, within ten (10) working days from the act or condition, which is the basis of the grievance, or the Paraprofessional has been made aware of the grievance. Copies of the written grievance, signed by the Paraprofessional, and/or the Union representative, shall be submitted to the immediate Supervisor.
- c. The immediate Supervisor shall respond, in writing, to the grievance and tender it to the Chapter Chairperson or his/her designee, within ten (10) working days of the receipt of the written grievance.

**STEP II:**

- a. Within ten (10) working days after receiving the decision from the immediate Supervisor, the Chapter Chairperson or his/her designee, may appeal this decision to the Personnel Director. The appeal shall be in writing and be accompanied by a copy of the original grievance and the decision at STEP I.
- b. The Personnel Director/designee shall respond by investigating the grievance and scheduling a second step meeting within ten (10) working days of receiving the appeal. Those attending the second step meeting will be the Personnel Director or his/her designee, the immediate Supervisor, the Chapter Chairperson, the Steward of the affected school or building, the grievant and a representative from Michigan AFSCME Council #25 and/or its International Union. The Personnel Director shall answer the grievance in writing within ten (10) working days with copies being sent to the representative of the Employer first notified of the grievance and the Chapter Chairperson.

**STEP III:**

- a. If the decision of the Personnel Director and/or his/her designee is not satisfactory to the Union, within ten (10) working days thereafter, the Union will notify the Personnel Director, in writing, of its intent to arbitrate. The grievance will be submitted to arbitration before an impartial arbitrator selected by the parties. If the parties cannot agree on an arbitrator, a request for a list of five (5) arbitrators shall be made to the American Arbitration Association Service. The parties agree to follow all AAA rules for arbitrator selection and processing of

arbitrations. The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties.

All complaints and appeals must be in writing. They shall contain a specific, but concise statement of the facts upon which the grievance is based, a specific reference to the Sections, Articles and Paragraphs of the Agreement which have been misinterpreted or violated; the date of the violation; the specific nature of the relief requested; and shall be signed and dated by the Paraprofessional involved.

- b. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.
- c. The Chapter Chairperson will be allowed to seek the advice and counsel of, and to have present at any hearing on a step in the grievance procedure, parent Union Representation.

## **ARTICLE VII - HOLIDAYS**

Maximum level paraprofessionals who are regularly employed five hours or more per day will be eligible to receive payment for seven holidays:

Thanksgiving Day	Easter Monday
Friday after Thanksgiving Day	Good Friday
Christmas Day	Memorial Day
New Year's Day	

## **ARTICLE VIII – EMPLOYEE COMPENSATION**

### **Section 1 – Longevity Pay**

Longevity pay for all Paraprofessionals is as follows:

Over five years of service - \$.25 per hour

Over ten years of service - \$.45 per hour

This amount, calculated on total hours worked, will be paid with the last pay period.

### **Section 2 - Terminal Leave Pay**

Paraprofessionals who are employed five (5) hours or more per day will receive a terminal leave payment of \$40.00 per year of service, provided that they have worked in the District for a minimum of ten (10) years.

### **Section 3 – Mileage**

Mileage will be paid when a Paraprofessional is required and authorized by their Supervisor to use his/her personal vehicle during the performance of his/her responsibilities, including travel from one assigned building to another assigned building. The rate paid will be that rate established by the Internal Revenue Service (IRS) and applied by South Lake Schools; upon submission of proper forms/reports provided by South Lake Schools, to the Supervisor.

### **Section 4 – Additional Work Time**

In order to be compensated for additional work time for a Paraprofessional who works when he/she is not scheduled to work, said employee must have the additional time approved, in writing/signature by the building Principal.

## **ARTICLE IX – INSURANCE PACKAGE**

### **Section 1 - Optical Insurance**

Maximum level Paraprofessionals who are regularly employed for five (5) hours or more per day will be eligible to receive optical insurance. Paraprofessionals who enroll in optical insurance coverage as stated above will be responsible for any increase in premiums incurred by the District. The current premium rate as of the 2008/2009 school year is \$10.00 per month per member.

### **Section 2 - Health Insurance**

Paraprofessionals who are employed five (5) hours or more may elect to join any of South Lake's health insurance plans on a self-pay basis, provided that the individual meets the eligibility requirements of the provider. Additional information about these plans and eligibility requirements can be obtained by contacting the Personnel Office (435-1630).

Upon request, a full description of benefits will be sent to all eligible Paraprofessionals, under separate cover, by the Personnel Office.

## **ARTICLE X – DURATION AND SEVERABILITY**

### **Section 1 - Ability to Separate From Agreement**

Should either a Court of competent jurisdiction or the Attorney General declare any Article, Section or Clause of this Agreement invalid, the parties will agree to amend or delete such Article, Section or Clause, to come into compliance. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement.

### **Section 2 – Successor Clause**

This agreement shall be binding upon the employer's successor, assignees, or transferees. Whether such successor, assignment, or transfer be affected voluntarily or by the operation of the law; and in the event of the employer's merger or consolidation with another employer, this agreement shall be binding upon the merged or consolidated employer.

### **Section 3 - Duration of Agreement**

This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until June 30, 2010. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2010.





## APPENDIX A – WAGE SCHEDULES

**2008/2009  
&  
2009/2010**

<b>2008/2009 &amp; 2009/2010</b>	<b>Entrance</b>	<b>Intermediate I</b>	<b>Intermediate 2</b>	<b>Maximum</b>
<b>Classification I</b>	\$12.34	\$12.83	\$13.57	\$14.37
<b>Classification II</b>	\$11.94	\$12.43	\$13.17	\$13.97
<b>Classification III</b>	\$11.18	\$11.80	\$12.40	\$13.51

“Me-too” in the event there is a wage increase with AFSCME Maintenance /Custodial /Transportation /Food Service, Secretarial Chapter and/or Administration, then the Paraprofessional Chapter will receive the same increase.

The “Retirement Rate Factor” may cause an increase, decrease or no change in any given year’s total wages.

Any increase over the 2008/2009 contribution in the Board’s required retirement payment to MPSERS (16.54%), shall result in a corresponding adjustment on all payroll dollars only for the 2009/2010 school year.

## APPENDIX B – CLASSIFICATIONS

<b>CLASSIFICATION I – Assistants &amp; Tutors</b>	
<b>Title</b>	<b>Hours Per Day</b>
Behavior Management Assistant:	
☞ AI (Autistic Impairment)	7
☞ CI (Cognitive Impairment)	7
☞ EI (Emotionally Impairment)	7
☞ ECSE (Early Childhood Special Education)	3.5 - 7
Building Assistant	7
Media Assistant	7
Office Assistant	6 - 7
Responsibility Room Assistant	7
Title I/Tutor	7
<b>CLASSIFICATION II – Aides &amp; Leaders</b>	
<b>Title</b>	<b>Hours Per Day</b>
Building Aide	Based on Student Need
Bus Aide	Based on Student Need
Classroom Aide:	Based on Student Need
☞ Culinary Arts Aide	
☞ Developmental Aide	
☞ Preschool Aide	
☞ Inclusion Aide	
☞ Kindergarten Aide	
☞ One-on-One Aide	
☞ Teacher Aide	
Latchkey Aide	Based on Student Need
Latchkey Leader	Based on Student Need
<b>CLASSIFICATION III – Helpers &amp; Monitors</b>	
<b>Title</b>	<b>Hours Per Day</b>
Choice-Time Monitor	1.5
Classroom Monitor	Based on Student need
Noon Monitor	1.5
Office Helper	2.5
School Monitor	Based on Student Need
Security Monitor	7
Transportation Monitor	Based on Student Need

IN WITNESS WHEREOF we have set our hands to the Agreement with the intent that the executive hereof shall be deemed to be complete as of August 19, 2009.

**BOARD OF EDUCATION of the  
District of SOUTH LAKE SCHOOLS**

By \_\_\_\_\_  
Karla Anderson, President

By \_\_\_\_\_  
Allan Innes, Vice President

By \_\_\_\_\_  
Lois Cardenas, Secretary

By \_\_\_\_\_  
Paula Mack-Crouchman, Treasurer

By \_\_\_\_\_  
Vince Marino, Trustee

By \_\_\_\_\_  
Ellen Dunn, Trustee

By \_\_\_\_\_  
Christi Franklin, Trustee

By \_\_\_\_\_  
Deborah L. Thompson, Superintendent

By \_\_\_\_\_  
Matthew Dishman, Director of Operations

**LOCAL 2457 of AFSCME, COUNCIL 25**

By \_\_\_\_\_  
Debra Prazmo, Chapter Chairperson

By \_\_\_\_\_  
Robin Roussin, Bargaining Team Member

By \_\_\_\_\_  
Aida LaDuke, Bargaining Team Member

By \_\_\_\_\_  
Mary Thompson, Bargaining Team Member

By \_\_\_\_\_  
Carol Arnold, Bargaining Team Member

By \_\_\_\_\_  
Dawn Pouliot, Bargaining Team Member

By \_\_\_\_\_  
Terrie Campbell, Council 25