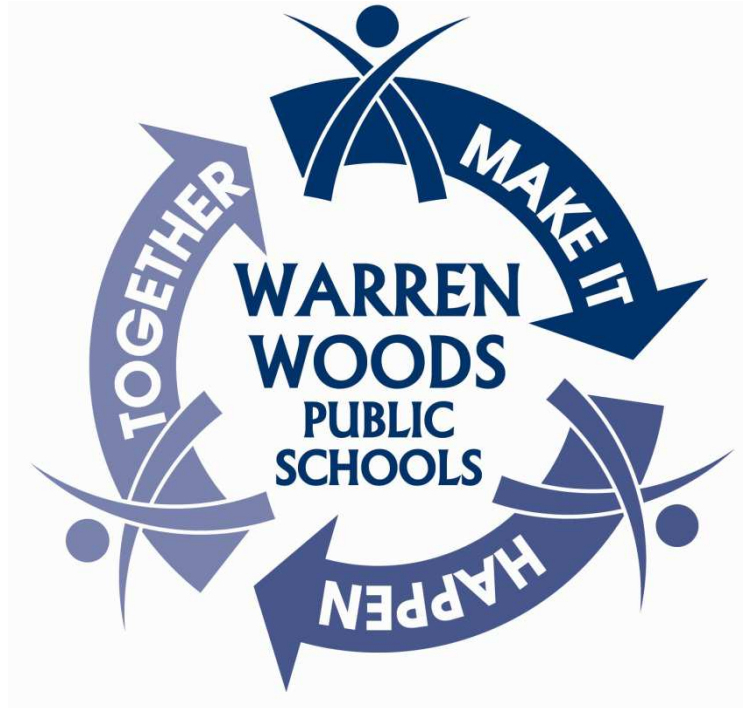


WARREN WOODS PUBLIC SCHOOLS



Agreement Between

**WARREN WOODS BOARD OF
EDUCATION
and
AFT MICHIGAN - LOCAL 4706**

August 25, 2014 – June 30, 2017

Table of Contents

9.1.1	PREFACE	1
9.1.2	RECOGNITION CLAUSE.....	1
9.1.3	CONTRACT PRINTING.....	1
9.2	SPECIAL EDUCATION PARAPROFESSIONAL AND UNION RIGHTS	1
9.2.1	USE OF FACILITY	1
9.2.2	USE OF EQUIPMENT.....	2
9.2.3	TO INFORMATION.....	2
9.2.4	OTHER DEDUCTIONS ALLOWED.....	2
9.2.5	PRIVATE LIFE	2
9.2.6	NON-DISCRIMINATION	2
9.2.7	PROBATION AND SENIORITY	2
9.2.8	CONTRACT ADMINISTRATION.....	3
9.2.9	NEW POSITIONS	3
9.2.10	SAVINGS CLAUSE	3
9.2.11	UNION BUSINESS DAYS.....	4
9.2.12	SAFETY	4
9.2.13	PROFESSIONAL/PARAPROFESSIONAL RELATIONSHIP	4
9.3	GRIEVANCE	5
9.3.1	DEFINITION	5
9.3.2	GRIEVANCE PROCEDURE	5
9.3.3	TIME LIMITS	6
9.3.4	CLAIM FOR BACK WAGES.....	6
9.3.5	BINDING CLAUSE	7
9.4	BUILDING REPRESENTATIVES	7
9.4.1	REPRESENTATIVES.....	7
9.5	INSURANCE	7
9.5.1	MEDICAL INSURANCE	7
9.5.2	LIFE INSURANCE.....	8
9.5.3	DENTAL INSURANCE	8
9.5.4	LONG-TERM DISABILITY INSURANCE	8
9.5.5	OPTICAL INSURANCE	9
9.6	LEAVES	9
9.6.1	LEAVE ALLOWANCE	9
9.6.2	NO CHARGE LEAVES	10
9.6.3	CONTAGIOUS DISEASE.....	11

9.6.4	MINOR INJURY	11
9.6.5	LEAVE OF ABSENCE	11
9.6.6	WORKERS' COMPENSATION	13
9.6.7	FAMILY MEDICAL LEAVE ACT	14
9.7	EVALUATIONS	14
9.7.1	EVALUATION REPORT	14
9.7.2	DISCIPLINE	15
9.7.3	DISCHARGE OR SUSPENSION	15
9.7.4	PERSONNEL FILE	15
9.8	COMPENSATION	16
9.8.2	SUBSTITUTE PAY.....	16
9.8.3	LONGEVITY	16
9.8.4	HOLIDAY PAY.....	17
9.8.5	SCHOOL EMERGENCY DAY	17
9.8.6	MILEAGE ALLOWANCE	17
9.8.7	DAMAGES - PERSONAL PROPERTY	17
9.8.8	EXCESS AND COMPENSATORY	18
9.8.9	CONFERENCES	18
9.8.10	IN-SERVICE TRAINING	18
9.8.11	SEVERANCE PAY.....	18
9.9	VACANCIES, REDUCTIONS, RECALLS & ASSIGNMENTS	19
9.9.1	VACANCIES.....	19
9.9.1.1	POSTING PROCEDURE	19
9.9.1.2	APPLICATION FOR VACANCY	20
9.9.2	REDUCTIONS IN WORK FORCE	21
9.9.2.1	POSITIONS.....	21
9.9.2.2	VOLUNTARY LAYOFF	21
9.9.3	RECALL	22
9.9.4	ASSIGNMENT	22
9.9.5	VOLUNTARY TRANSFER	23
9.10	HOURS OF WORK	23
9.10.1	LUNCH HOURS	23
9.10.2	BREAKS.....	23
9.11	RESIGNATION.....	23
9.12	DURATION OF AGREEMENT	24

9.1 MASTER AGREEMENT BASIS

9.1.1 Preface

This agreement is entered into this 25th day of August, 2014 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and the Special Education Paraprofessionals of Warren Woods, AFT-Michigan, Local #4706, hereinafter called the "UNION".

WITNESSETH

WHEREAS, the BOARD has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its Special Education Paraprofessional personnel with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

9.1.2 Recognition Clause

The BOARD of the Warren Woods Public Schools hereby recognizes the Special Education Paraprofessionals of Warren Woods, AFT, Local Number 4706 as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all Special Education Paraprofessionals. All personnel represented by the UNION in the above-defined unit shall, unless otherwise indicated, hereafter be referred to as "paraprofessionals" or "employees", and reference to female shall include male personnel.

9.1.3 Contract Printing

A copy of the Collective Bargaining Agreement may be viewed, downloaded, and printed from the District's website no later than thirty (30) days after the agreement is signed.

9.2 SPECIAL EDUCATION PARAPROFESSIONAL AND UNION RIGHTS

9.2.1 Use of Facility

The UNION and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the district. Reasonable use of bulletin boards, mailboxes, and the inter-school mail shall be made available to the UNION and its members for notices and news of UNION business.

9.2.2 Use of Equipment

The UNION shall have the right to use the typewriters and computers in the school buildings when not in use and other school equipment including audiovisual, mimeograph, duplicating equipment, at other than a Special Education Paraprofessionals' working hours when such equipment is not otherwise in use.

The UNION shall pay for the reasonable cost of all materials and supplies incident to the use of this equipment. The UNION shall be liable for any damages or breakage to said equipment caused by the negligence of its representatives.

9.2.3 To Information

The BOARD agrees to furnish to the UNION in response to reasonable requests, all requested available information concerning the financial resources of the district, salaries, tentative budgetary requirements and allocations and such other information as will assist the UNION in conducting UNION business.

9.2.4 Other Deductions Allowed

The BOARD shall also make payroll deduction upon written authorization from employees for annuities, credit union, United Foundation, or any other programs jointly approved by the UNION and the BOARD.

9.2.5 Private Life

The private and personal life of any employee is not within the concern of the BOARD except as it impinges upon his/her ability to do his/her job or upon the reputation of the district.

9.2.6 Non-Discrimination

The provisions of this Agreement shall be applied by both the UNION and the BOARD without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee UNION.

9.2.7 Probation and Seniority

A. New employees hired into the unit shall be considered as probationary employees for the first sixty (60) work days. When an employee completes the probationary period he/she shall be entered on the seniority list using his/her first working date, after being hired, as his/her seniority date. The seniority list as presently constituted

shall govern for individuals employed at present. If two or more employees begin work the same day, their seniority will be determined by lot. The UNION shall represent probationary employees for the purposes of collective bargaining with respect to salary, and conditions of employment except for discipline and discharge of the employee for other than UNION activity. An employee while on probation shall not be eligible for benefits.

- B. The seniority list on the date of this Agreement will show the name and first work date of employees of the unit.
- C. The employer will keep the seniority list up-to-date and will provide the Local UNION with up-to-date copies upon request, or at thirty (30) day intervals if changes have been made.
- D. Part time Special Education Paraprofessionals hired after September 1, 1991 will accumulate seniority on a pro rated basis. An individual working 3 hours or more per day will accumulate full seniority. Someone working less than 3 hours will have their seniority prorated according to the following formula. If an employee works 1 hour per day they will accumulate .33 years of seniority, 2 hours per day yields .67 years of seniority and if employed 3 hours per day they earn 1 year of seniority.

9.2.8 Contract Administration

Periodically throughout the school year, time shall be set aside for meetings of representatives of the BOARD and the UNION to discuss matters of mutual concern, including administration of the contract. These meetings will be held at mutually satisfactory times. These meetings are not intended to by-pass the grievance procedure.

9.2.9 New Positions

Should the BOARD wish to establish any new paraprofessional positions not specifically mentioned in this contract, the UNION will be notified prior to its effective date of operation.

9.2.10 Savings Clause

If any provisions of this Agreement or any application of the Agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. If such occurs, the parties agree to meet within 30 days.

9.2.11 UNION Business Days

The UNION president shall authorize up to ten (10) days for UNION business annually by its membership. Written notices of such leave must be submitted to the Personnel Office by 1:30 p.m. prior to the day of absence.

The UNION president shall approve the use of each UNION business day and so indicate with his/her signature. There will not be more than three (3) days absence for any one employee annually and there will not be more than three (3) employees absent on UNION business on any one day. The use of UNION business days shall be directly related to the business of the UNION. The UNION president may authorize more than three (3) days absence per person as needed for Warren Woods arbitration, fact-finding, or unfair labor practice hearings. The UNION president shall not utilize more than ten (10) days for UNION business days annually. The UNION president may request union business days via District email, interschool mail, or fax.

9.2.12 Safety

The BOARD recognizes the importance of safe working conditions. If it becomes necessary to convene a District Safety Committee, the Bargaining Unit will be offered the opportunity to have a representative on the committee.

9.2.13 Professional/Paraprofessional Relationship

A Special Education Paraprofessional will not be left without supervision of a professional for an unreasonable length of time. The standard for reasonable may vary from program to program.

Special Education POHI Paraprofessionals will be asked at the beginning of each school year to volunteer to stay with student(s) who are left after school hours. The paraprofessional will call the office to notify a secretary, and the secretary will call the student(s) home. A professional will also be assigned to remain with the student until he/she is picked up. In the event that the provider teacher needs to leave, an administrator will be contacted to monitor the situation until it is resolved. In the event there are no volunteer paraprofessionals, the least senior POHI paraprofessional will be assigned this duty.

9.2.14 Community-Based Instruction (CBI)

When students are engaged in community-based instruction (CBI), students will be accompanied by staff at a ratio of 1:4 (one staff member for every 4 students).

9.3 GRIEVANCE

9.3.1 Definition

A claim by an employee, or the UNION that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written employee personnel policies directly applicable to wages, hours or conditions of employment adopted by the BOARD may be processed as a grievance hereafter provided.

Any Special Education Paraprofessional must be represented at all meetings, all hearings, and all steps of the grievance and/or arbitration process by the UNION.

The term "Days" when used in this section shall, except where otherwise indicated, mean working days of this unit.

The term "Days" shall mean calendar days if the grievance is filed on or after May 15. The time limits shall be reduced in order to affect a solution by the end of the school year or as soon thereafter as is practicable.

9.3.2 Grievance Procedure

Step 1: Within five (5) working days of the time a grievance arises, an employee shall take the matter up with a Supervisor or Building Administrator in an effort to resolve the matter informally. In the event the matter is not resolved informally, may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, it shall, within five (5) working days of the meeting at Step 1, be reduced to writing on a grievance form and presented to the Assistant Superintendent. The written grievance shall be filed within ten (10) working days of the alleged violation. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the UNION with respect to these provisions, shall indicate the relief requested. The BOARD shall give the employee an answer in writing, no later than five (5) working days after receipt of the written grievance, with a copy to the UNION representative.

Step 3: If the grievance is not resolved in Step 2, the UNION, within five (5) working days after receipt of the answer in Step 2, may appeal the grievance to the Superintendent or a designee for a written answer. The appeal should be in writing and shall contain the reasons for the appeal and a copy of the Assistant Superintendent's decision in Step 2. Within seven (7) working days the Superintendent or a designee shall meet with the UNION on the grievance and shall indicate disposition of the grievance in writing within five (5) working days after such meeting with a

copy to the UNION.

Step 4: Within fifteen (15) working days after delivery of the decision of the Superintendent or his designee on any grievance as defined herein, either party may at its option submit the grievance, if not settled, to arbitration by written notice delivered to the other party. In this event, if the parties are not able to agree upon a mutually acceptable arbitrator within ten (10) working days after the receipt of such notice, either party may within five (5) working days after the written notice, request that the American Arbitration ASSOCIATION select an arbitrator under its rules which likewise govern the arbitration proceeding.

The BOARD and the UNION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or BOARD rule, order, policy or regulation. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability unless the party disputing arbitrability agrees otherwise. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

The arbitrator's fees and the expenses of arbitration shall be shared equally by the BOARD and the UNION. The expense and compensation of any person called as a witness or otherwise participating in the arbitration shall be paid by the party calling such witness or requesting such participation.

9.3.3 Time Limits

Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

Time limits may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

9.3.4 Claim for Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from the employment of the BOARD, less any wages earned during the time he/she is off work.

9.3.5 Binding Clause

Any agreement reached between the BOARD and the UNION is binding on all employees affected and cannot be changed by any individual.

9.4. BUILDING REPRESENTATIVES

9.4.1 Representatives

There shall be a grievance chairperson, building representative and alternate building representative elected by the UNION. The UNION shall within thirty (30) days of the date of signing this Agreement provide the BOARD with a list of their UNION's representatives, employed by the BOARD, who are authorized to make commitments for the UNION. The UNION shall notify the BOARD in writing of any changes of their representatives during the term of this Agreement.

9.5 INSURANCE

Insurance benefits shall be provided for all full time Special Education Paraprofessionals (thirty [30] hours or more per week).

9.5.1 Medical Insurance

The plan available to employees is the same plan in place for the District administrators.

An employee may select the plan provided that s/he meets the minimum enrollment eligibility requirements of the carrier.

The BOARD will pay the following amount toward the cost of medical insurance:

- 1 Person Coverage – Beginning July 1, 2014, the BOARD will pay the Public Employer Contributions Annual Cost Limit (Hard Cap) per MCL 15.563 toward the cost of medical insurance premiums.
- 2 Person Coverage -- \$650 Per Month
- Full Family Coverage - \$650 Per Month

Special Education Paraprofessionals who are eligible for and who choose not to take any hospitalization plan will receive \$1,500 per school year

payable in two (2) equal installments in December and June.

9.5.2 Life Insurance

The BOARD shall provide group life insurance protection in the amount of \$25,000 that will be paid to the Special Education Paraprofessional's designated beneficiary. In the event of accidental death or in the event of accidental dismemberment, the plan will pay specific benefits as designated in the policy.

9.5.3 Dental Insurance

The BOARD will pay the premium for a Dental Insurance Plan for each Special Education Paraprofessional and his/her eligible dependents. This coverage shall include:

Class I	100% benefit paid for Preventive & Diagnostic Care
Class II	80% benefit paid for Basic Restorative Care
Class III	80% benefit paid for Major Restorative Care
Class IV	80% benefit paid for Orthodontia services, lifetime maximum \$1,200

With \$1,200 maximum per year per person in Class I, II, and III expenses.

9.5.4 Long-Term Disability Insurance

The BOARD will pay the premium for an insurance policy which will provide payment of two-thirds (2/3's) of a Special Education Paraprofessional's monthly salary if he/she is off work because of accident, injury or illness, provided the Special Education Paraprofessional normally works thirty (30) hours or more per week, with payments to begin after sixty (60) days and continuing as required to age 65. This coverage shall apply to all seniority Special Education Paraprofessionals.

9.5.5 Optical Insurance

The BOARD will pay the premium for optical insurance protection for each Special Education Paraprofessional and his/her eligible dependents.

This coverage shall include:

<u>Benefit</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Examination Copay	\$0	N/A
Materials Copay	\$0	N/A
Exam	Covered in Full	\$45 allowance
Single Vision Lenses	Covered in Full	\$32 allowance
Bifocal Lenses	Covered in Full	\$55 allowance
Trifocal Lenses	Covered in Full	\$65 allowance
Lenticular Lenses	Covered in Full	\$75 allowance
Contact Lenses (Retail Allowance)		
Elective	\$120 allowance	\$100 allowance
Therapeutic	Covered in Full	\$200 allowance
Frame (Retail Allowance)	\$110 allowance	\$61 allowance

The plan will provide for exam, lens, and frames every 24 months.

9.6 **LEAVES**

9.6.1 Leave Allowance

Temporary Leaves

A. Sickness

One (1) day per month of employment, accumulations without limit, shall be allowed each Special Education Paraprofessional for personal illness or care of immediate family. Four (4) days may be used for personal business. This leave, up to the full amount for the current year plus prior accumulations, shall be available to the Special Education Paraprofessional at the beginning of the work year or beginning of employment. The use of a personal business day requires a 24-hour notice. Use of two or more consecutive days of personal business requires the prior approval of the Assistant Superintendent or his/her designee. Personal business days may not be used the first and last week of school or the day before or after a scheduled school recess/holiday. A sick day must be reported no later than 6 AM at the high school and middle school levels; no later than 7 AM at the elementary level. Except in cases of emergency as determined by the Assistant Superintendent or his/her designee, failure to report an absence for illness by the time stipulated will result in an unpaid day. The administration reserves the right to request documentation for use of days (sick and/or personal business) when

misuse or abuse is suspected.

An employee who has been employed for a full school year and who has perfect attendance in any school year shall receive a perfect attendance incentive payment of \$250. Perfect attendance shall not be adversely affected by days off due to FMLA leaves, jury duty, bereavement leave, or School Emergency Days.

Should a Special Education Paraprofessional cease to be employed because of resignation, discharge, suspension, layoff or leave, and have used more days than the total prior accumulation plus the monthly allowance to date of cessation, the excess days used will be deducted from the last paycheck due the Special Education Paraprofessional.

- B. Any Special Education Paraprofessional who resigns or retires shall receive a sum equal to his/her accumulated full time leave days times fifteen (\$15) dollars. A pro-rated amount will be paid to part-time Special Education Paraprofessionals. This sum shall also be paid to the beneficiary of any Special Education Paraprofessional who dies while an active employee of the Warren Woods Public Schools. Any Special Education Paraprofessional on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.
- C. Special Education Paraprofessionals may request an unpaid leave of absence up to three (3) working days without loss of seniority. An unpaid leave will not be granted for any paraprofessional in two (2) consecutive years. No more than two (2) paraprofessionals will be granted a leave at the same time. The request will be granted according to seniority. However, if more than two (2) requests are submitted and the most senior paraprofessional has been granted an unpaid leave within the past three (3) years, their request will not be considered. A thirty (30) work-day advance notice is required. Requested leaves, if approved, may be used before or after holiday periods. The paraprofessional may not use sick days or personal business days to extend an unpaid leave.

9.6.2 No Charge Leaves

- A. Special Education Paraprofessional may be absent without loss of compensation or charge against leave days for the following reasons:
- B. When called and serving jury duty, and/or responding to a summons or subpoena.
- C. Funeral Leave - When a death occurs in an employee's immediate

family as defined below, the employee, on request, will be excused from working up to three work days. The employee shall receive their regular straight-time pay for up to three days. The immediate family is defined as including the employees' spouse, parent, step-parent, sibling, natural or adopted child, grandparent, grandchild, mother-in-law or father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and an individual living in your home. Up to two (2) additional days of leave may be granted upon request. These days will be deducted from personal days accumulated and if not a sufficient number available, then from available sick days.

9.6.3 Contagious Disease

An employee who contracts ringworm or pink eye as a result of performing his/her employment duties and is absent from work as a result shall suffer no loss of compensation, nor loss of sick leave days up to the maximum of three (3) days per occurrence. These absences must be supported by a medical statement.

9.6.4 Minor Injury

An employee who is injured on duty, and who, with the agreement of his/her superior, incurs a loss of work time because of the injury shall not suffer a loss of pay or a loss of a sick day for the time lost on the day of the injury.

9.6.5 Leave of Absence

A. Reasons for Leave

Application for leave without pay or benefits will be considered by the BOARD for up to one year for the following reasons:

1. Illness/Disability
(Mental or Physical-Not incurred on the job)
2. Child care
3. Personal
4. Education

B. Personal Illness/Disability Leave - (under care of physician)

Mandatory - no increment - with continued accumulation of seniority first year.

1. A leave for illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year. Other insurances will be dropped the first of the month following the beginning of the leave. Insurance will be resumed on the first of the month following return from leave provided the employee

returns from leave for at least thirty (30) calendar days.

The paraprofessional may submit a request to the BOARD for a second year extension of a leave for personal illness/disability. If the extension is granted by the BOARD, there will be no extension of benefits during the extended leave.

2. Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for more than twelve (12) weeks but less than one (1) year (for purposes of consistency, calculation will be based on FMLA guidelines). Such vacancies will then be posted as temporary vacancies. If a bargaining unit paraprofessional does not apply, the position will be filled with a substitute. The temporary vacancy will be re-posted as a permanent vacancy at the end of one (1) year if the person on leave cannot return.

C. Personal Leave, Child Care, Education

Not mandatory - no increment - with continued accumulation of seniority first year

Upon an employee's written application, the BOARD may grant a personal leave of up to one (1) year. Applications will be in writing and will indicate the reasons for the leave, and the beginning and ending dates of the leave requested. Requests for leave must be submitted at least two (2) weeks before the leave will begin, except in case of an emergency.

Upon return from such leave, the employee shall be placed at the same step on the salary schedule commensurate with his/her prior experience and shall accumulate seniority.

It is understood that such leave shall not count toward longevity service credit.

Employees on personal leave of absence shall not be eligible for BOARD paid fringe benefits. Employees on unpaid leaves shall have the right to continue fringe benefits if they forward timely premium payments to the Employer if the insurance carrier permits such continuation.

- D. Upon return from an authorized leave of one calendar year or less, an employee shall return to his/her former position.
- E. An employee must give at least a two (2) week notice of intent to return to work. If the employee is returning from a medical or disability leave, s/he shall be required to provide a physician's certificate certifying that s/he is fully recovered and capable of performing the functions and duties of the position before being reassigned to work.

An employee on leave shall be considered terminated if s/he cannot return to work after one (1) year from the date of the original leave date for personal leave, child care leave or education leave. As indicated in 1B of this article, an employee may request an extension of a personal illness/disability leave. If the leave extension is approved by the BOARD, the employee must return within two (2) years from the date of the original leave of absence or employment is terminated.

- F. A special education paraprofessional may not bid on or apply for any opening in the bargaining unit while on a leave of any kind. S/he must be released to return to work by the date of the posting to submit a bid or application for the position.

9.6.6 Workers' Compensation

- A. Any employee who is absent because of an injury, illness or disease compensable under the Michigan Workers' Compensation Act will be eligible for benefits as provided under the Act.
 - 1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the employee.
 - 2. The employee will receive a check from Warren Woods, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount. The employee's MPSERS contribution will be taken out of that. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment. If the employee uses up all their sick days, they will then be responsible for their own MPSERS contributions.
 - 3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the employee does not use sick days, they will then be responsible for their own MPSERS contribution.
- B. Income protection under the Michigan Worker's Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days or the number of days required under the Act. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days, or the number of days required under the Act, as the result of the alleged injury or

sickness, all deducted sick leave days would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.

C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician. It is expected that appointments will be made outside of work hours whenever provided by the clinic or physician.

D. An employee on worker's compensation leave shall be considered terminated if s/he cannot return to work after one (1) year from the date of the original leave.

9.6.7 Family Medical Leave Act

A. The BOARD will grant Family Medical Leave (FMLA) as permitted by law. All requests for such leave will be submitted to the Human Resources Department. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is possible. By law, proper certification of the reason for the leave must be provided and required documentation must be provided.

B. An employee shall use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave as long as the position still exists. Failure to return to work following the FMLA leave for a reason other than a medical leave as provided in Article 9.6.5 of this contract will be considered abandonment of the employee's job, resulting in the termination of employment.

9.7 EVALUATIONS

9.7.1 Evaluation Report

Special Education Paraprofessionals will be evaluated at least once every three (3) years. The evaluation will be done by administration with input from the assigned professional. Evaluations will be written only after an evaluations conference has been held between the evaluator and the bargaining unit member. Administration will attempt to write the evaluation within fifteen (15) days of this conference. The written evaluation will be

given to the employee and he/she may choose to write an attachment of clarification. Evaluations must be completed by thirty (30) calendar days before the end of the school year.

If areas of serious concern are noted in the evaluation, a written plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

9.7.2 Discipline

Constructive criticism shall be utilized to attempt to correct the deficiency before disciplinary action is taken. No employee shall be disciplined, or discharged or deprived of any advantage without just cause. All disciplinary action shall be in private.

If a meeting or interview over an incident is called that could in any way lead to an employee being disciplined or terminated, or affect his/her personal working conditions, the employee has the right to Union representation. The employee will be told in advance the subject matter of the meeting.

Any discipline, discharge or advantage asserted by the BOARD or any agent or representative thereof shall be subject to the grievance procedure set forth.

9.7.3 Discharge or Suspension

- A. Reprimands - All reprimands, oral or written, shall be documented and distributed, one copy to the employee, one copy to the UNION, and one copy to the employee's personnel file.
- B. The UNION may consult with the administrator who wrote the reprimand and may attach to the file copy a written statement made by the employee.

9.7.4 Personnel File

Each employee shall have the right upon request to review the contents of his/her own personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the UNION may accompany the employee in this review. Each employee will be notified upon the inclusion of any evaluation reports or anecdotal records in his/her own personnel file. The signing by the employee of any item placed in the file merely acknowledges receipt and does not mean they agree or approve of its content.

9.8 COMPENSATION

9.8.1 Pay Scale

Pay rates distributed as follows beginning the 2014/2015 school year.

<u>Step</u>	<u>2014/15</u>	<u>2015/16</u>	<u>2016/17</u>
00	\$12.75	\$12.75	\$12.75
0	\$13.54	\$13.54	\$13.54
1	\$13.95	\$13.95	\$13.95
2	\$14.59	\$14.59	\$14.59
3	\$15.17	\$15.17	\$15.17
4	\$15.32	\$15.32	\$15.32
5		\$15.47	\$15.62

Health Care Paraprofessionals will have \$1.50 per hour added to their pay scale for 2014/2015 and \$1.25 per hour in each year thereafter.

For the 2014/2015 school year, salaries will be advanced one step at the completion of a year of service.

For the 2015/2016 school year, salaries will be advanced one step at the completion of a year of service.

For the 2016/2017 school year, steps will be frozen where they were at the end of the 2015/2016 school year.

9.8.2 Substitute Pay

A person on layoff, if they choose to substitute, will be paid at Step 00.

The laid-off paraprofessional will advise the HR office of willingness to substitute during lay-off.

9.8.3 Longevity

Longevity will be paid for all Special Education Paraprofessionals hired prior to July 1, 2010 according to the following schedule:

A Special Education Paraprofessional who has served in the district for five (5) years will receive an additional \$.25 per hour to his/her base salary, said amount to be non-cumulative. The employee shall receive another \$.25 per hour increase at the completion of ten (10) years of service, said amount to be non-cumulative. Another \$.25 per hour will be added to the base salary at the completion of fifteen (15) years of service. Another \$.25 per hour will be added to the base salary at the completion of twenty (20) years of service, said amount to be non-cumulative.

When earned, longevity increments will be added to compensation on the anniversary date of hire in the bargaining unit.

9.8.4 Holiday Pay

All full time Special Education Paraprofessionals will be paid their regular daily rate, provided they report for work the last regularly scheduled work day before and the work day immediately following the holiday, for the following holidays: Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas, New Year's Eve, New Year's, two (2) days to coincide with the District's spring break (to be determined annually), Memorial Day. Martin Luther King Jr.'s Birthday will be recognized as a paid holiday at such time as no employee group is scheduled to work on that day.

If the school year begins after Labor Day, those Paraprofessionals continuing employment from the previous school year will receive pay for the holiday, provided they report for work on their first scheduled day.

Part-time Special Education Paraprofessionals (less than 30 hours per week) will receive Christmas Day and Easter Day.

The employee will be paid for a holiday if he/she does not work the above days because of having properly called in sick, or is on vacation over the holiday, or when he/she is absent on granted holiday leave.

9.8.5 School Emergency Day

Special Education Paraprofessionals shall not be required to work on school emergency days. Paraprofessionals will be paid for the first two (2) school emergency days of the school year. Additional school emergency days beyond two (2) will be unpaid. However, the paraprofessional may use a banked leave day to be paid for school emergency days that would otherwise be unpaid. If the paraprofessional chooses not to use a banked leave day or does not have banked leave days, the day will be unpaid.

9.8.6 Mileage Allowance

When an employee is authorized to use his/her car on school business, reimbursement will be at the IRS rate, upon submission of a written request.

9.8.7 Damages - Personal Property

The BOARD shall reimburse any employee up to one hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of five (\$5) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The BOARD shall not pay for damage or destruction of an employee's personal property if said property is reimbursable under the

provisions of some policy of insurance other than that naming the school district as assured.

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. If the employee suffers a covered loss during an after-hours assignment, s/he must file a claim for damaged or destroyed personal property by the end of the next business day.

The written claims will include what was damaged; the amount of damage, how it was damaged, and the location of the employee's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

9.8.8 Excess and Compensatory

Overtime is defined as hours in excess of forty (40) hours in a work week and will be paid at the rate of time and one-half. If agreed by the parties, compensatory time may be requested in lieu of overtime pay for overtime hours.

9.8.9 Conferences

When the district sends a Special Education Paraprofessional to a conference, and said conference is scheduled on a day or part of a day the Special Education Paraprofessional is not scheduled to work, he/she will be paid a full school day's pay.

9.8.10 In-service Training

There will be up to two (2) days of in-service per school year to be mutually agreed upon. One of the days will be held prior to the students' first day of school. One or both of the dates may be cancelled by mutual agreement. The parties shall share responsibility for planning each of the in-service days.

9.8.11 Severance Pay

Upon retirement, death, or severance of employment, the school district shall pay the following amounts per year for each year of service credit up to 30 years of service provided the paraprofessional works for the district a period of time in which he/she accumulates a minimum of ten (10) service credit years as recorded by the Michigan Public School Employees Retirement System (MPERS). The amount will be \$110.

Should the paraprofessional be employed by the district at the time of his/her death, his/her estate shall be eligible for such pay.

9.9 VACANCIES, REDUCTIONS, RECALLS & ASSIGNMENTS

9.9.1 VACANCIES

9.9.1.1 Posting Procedure

- A. Whenever a new permanent position is created, or any permanent vacancy in any Special Education Paraprofessional position in the district shall occur, the BOARD shall give written notice of such vacancy to the UNION, notifying those on lay off, and providing for appropriate posting in every school building during the school year. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days or three (3) working days for members.

The posting will indicate the rate of pay and job duties.

Upon the closing date of the posting, a copy of the bid sign-up sheet will be sent to the Union President the following day. The Board will attempt to fill the position within seven (7) calendar days of the close of the posting (if candidate is internal to the bargaining unit). An employee (not on lay-off) may change positions no more than once in a school year, unless the change entails an increase in pay or benefits.

When no bargaining unit member has applied for an open position, the district shall form a hiring committee in order to evaluate candidates for each open position. The UNION and the BOARD shall mutually agree to the appointment of one current employed Special Education Paraprofessional to this committee.

- B. In the period between school closing in June and reopening in August, the BOARD shall publicize vacancies by District email and posting on the District's web site. The vacancy shall be posted for at least fifteen (15) calendar days.
- C. During the school year vacancies of more than 12 weeks but less than 1 year will be considered temporary vacancies and will be filled according to the following guidelines:
- Each such vacancy will be posted to the membership
 - Movement into a temporary vacancy will occur at the semester or after a scheduled school break of 1 week or longer. Movement must offer the employee increased hours and/or wages. A transition plan for movement will be implemented.
 - When a member on active status moves voluntarily into a temporary position, s/he will retain his/her exiting benefits

eligibility providing the temporary position posted is a benefits-eligible position.

- If a member on active status who moves voluntarily into a temporary position occupied a position eligible for benefits before the transfer, his/her former position will become ineligible for benefits thereafter, unless and until the bumping employee returns to that position.
- Temporary vacancies not filled by a member on “active” status will be offered to a member on laid-off status (if a layoff list exists). If a laid-off member accepts the position, s/he will be returned to active status, with the following proviso:
 - When a member from the layoff list fills a temporary position, the employer need provide benefits to only one member per benefit-eligible temporary position. If the benefits associated with the position are retained by a member on leave, no benefits will be offered to the formerly laid-off member who fills the temporary position.

If a temporary vacancy is not filled by an active or laid-off status bargaining unit member, the Employer reserves the right to sub the position for the duration of the temporary vacancy.

The temporary vacancy will be re-posted as a permanent vacancy at the end of one (1) year.

The vacant position will be posted to all members after May 1 for the following school year. If a position is vacated during the summer recess, a “posting or bid” meeting will be held a few days before school starts to allow movement in positions prior to the first student day.

9.9.1.2 Application for Vacancy

- A. Any employee may apply for such vacancy. In filling such vacancy, the BOARD agrees to hire on the basis of seniority (length of service in the district) and qualifications.

An employee (not on lay-off) may change positions no more than once in a school year, unless the position change entails an increase in pay or benefits. See Article 9.9.1.1 (A).

- B. In the event an employee applies for a vacancy and is not given the assignment, the BOARD agrees to provide the employee, upon request, the reason or reasons for such refusal in writing. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.
- C. In the event that a member of the Union applies for a posted temporary position, he/she will return to his/her former assignment

at the end of the temporary position.

9.9.2 REDUCTIONS IN WORK FORCE

9.9.2.1 Positions

A. Reductions - Layoff

Whenever it becomes necessary to eliminate or reduce one or more positions within the Special Education Paraprofessional unit, then there shall be a meeting of the Special Education Paraprofessionals to slot them into an assignment to a professional. Starting from the top of the list, each Special Education Paraprofessional will be slotted into his/her assignment if it still exists. The Special Education Paraprofessional whose assignment is eliminated shall then select from any assignment not already slotted. Any employee who is bumped into a different position shall later have the right of reverting to his/her former position if it becomes available prior to the start of the school year. This right to revert does not apply once the opportunity to revert is not accepted.

B. Disagreement

Any disagreement regarding reduction of work hours for a position, whether permanent or temporary, will be subject to grievance.

C. Slotting Procedure

When positions are being reduced resulting in employee layoffs, a slotting meeting will be held involving any employees who have the potential to be affected by such reductions. However, if positions are being changed and/or switched, the representatives from the BOARD will sit down with the Union Executive Board and determine a procedure for accomplishing this.

9.9.2.2 Voluntary Layoff

An employee may volunteer for layoff provided that the following are understood as condition of the layoff:

A. The duration of the layoff could be any period of time from a week to a year.

B. The employee on voluntary layoff may exercise qualifications and seniority to bid on any posted position.

C. The employee on voluntary layoff may choose not to accept a recall as long as there are other laid off employees qualified for recall. If there are none, or none accept, then the employee on voluntary layoff must accept the recall or resign.

D. In the event that the voluntary layoff lasts all year, then the employee shall be reassigned to his/her former position. If that assignment no longer exists, then he/she shall exercise seniority to

select an assignment. The employee will receive a letter at the time of layoff from the Personnel Office stating the date by which he/she must choose an assignment or resign.

9.9.3 RECALL

- A. Whenever a position is created or vacated, the posting process will be satisfied. The resulting vacancy will be offered to those Special Education Paraprofessionals on layoff in seniority order. Such offer shall be by certified mail, return receipt requested, to the address of record.

No response within five (5) work days of receipt of the offer shall be considered a quit. However, where there is an offer of a position of less than full time or less hours than previously worked, the Special Education Paraprofessional may refuse recall without loss of future recall rights.

- B. Failure to respond within the above named period shall terminate the employee's seniority rights, except an employee on layoff who is sick or otherwise incapacitated shall notify the BOARD of his/her intent to return as soon as possible. And from the date of such notification, such employee shall be deemed to be on unpaid sick leave. A substitute position of this nature shall be offered by seniority to any remaining employees who are on layoff.
- C. However, an employee shall remain on the layoff list and subject to recall for as long as the period of time as such employee has been employed by the district prior to layoff or a maximum of one (1) year, whichever is less.

9.9.4 Assignment

The hours of a normal work day shall be established by the Superintendent and shall not exceed eight (8) hours per day for any assignment.

By July 1, the BOARD will notify each employee of their work assignment for the next school year. Upon notification to the employees, no changes will be made in the assignment unless for reasons of economic necessity, insufficient enrollment or funding changes in a program which requires staffing adjustments. If there are to be layoffs, then slotting language prevails, Article 9.9.2.1.

After assignment to a position and satisfactory performance therein, an employee shall expect to remain in such assignment unless moved under the provisions of this contract.

If changes in assignment or involuntary transfer of an employee are to occur, they can only be made for just cause and the following procedure

will be used.

1. Volunteers will be requested and considered by seniority.
2. The least senior employee with comparable hours and benefits will be considered.
3. Special Education paraprofessionals who apply for a change of position, and who are granted the position, will not apply for another position in the Unit for the remainder of the school year unless the change entails an increase in pay or benefits.

9.9.5 Voluntary Transfer

Any two (2) Special Education Paraprofessionals, with the approval of the Special Services Director, have the right to voluntarily transfer to each other's position if they both agree.

9.10 LUNCH and BREAKS

9.10.1 Lunch Hours

Lunch time for Special Education Paraprofessionals shall be consistent with their assigned building's schedule and must allow for efficiency of operation for the respective program.

9.10.2 Breaks

Special Education Paraprofessionals working a full day are entitled to two (2) fifteen (15) minute breaks, timing to be arranged with the professional with whom they work. Special Education Paraprofessionals working more than three (3) hours will arrange with their professional for a fifteen (15) minute break or breaks and an unpaid lunch period as the timing and duties indicate. Special Education Paraprofessionals working less than three (3) hours will not have scheduled breaks or lunch periods.

9.11 RESIGNATION

9.11.1 Resignation

Any employee desiring to resign shall file a written resignation with the Superintendent at least ten (10) work days prior to the effective day. Failure to provide this notice will result in forfeiture of Severance Pay as described in Article 9.8.11. A Special Education Paraprofessional who wishes to resign prior to the start of the school year must provide written notice at least fourteen (14) calendar days prior to his/her scheduled return date.

Consideration of emergency circumstances will be reviewed by the Human Resource Administrator.

9.12 DURATION OF AGREEMENT

This agreement shall be in full force and effect from August 25, 2014 to and including June 30, 2017.

For the Warren Woods Public Schools
BOARD of Education:



Jere Green, Board President

For the Association
AFT-Michigan Local #4706:



Megan Hohensee, AFT President



Donald Marx, Vice-President



Kay Walsh, Secretary



Michael Schulte, Treasurer



Stacey Denewith-Fici, Superintendent

INDEX

A		Mileage Allowance	18
Application For Vacancy	21	Minor Injury	11
Assignment	23	New Positions	3
B		N	
Binding Clause	7	No Charge Leaves	11
Breaks	24	Non-Discrimination	2
Building Representatives	7	O	
C		Optical Insurance	9
Claim For Back Wages	7	Other Deductions Allowed	2
Compensation	16	P	
Conferences	19	Personnel File	16
Contagious Disease	11	Positions	21
Contract Administration	3	Posting Procedure	19
Contract Printing	1	Preface	1
D		Private Life	2
Damages - Personal Property	18	Probation And Seniority	2
Definition	5	Professional/Paraprofessional Relationship	4
Dental Insurance	8	R	
Discharge Or Suspension	16	Recall	22
Discipline	15	Recognition Clause	1
Duration Of Agreement	25	Reductions In Work Force	21
E		Representatives	7
Evaluation Report	15	Resignation	24
Evaluations	15	S	
Excess And Compensatory	18	Safety	4
F		Savings Clause	3
Family Medical Leave Act	14	School Emergency Day	18
G		Severance Pay	19
Grievance	5	Special Education Paraprofessional And Union	
Grievance Procedure	5	Rights	1
H		Substitute Pay	17
Holiday Pay	17	T	
Hours Of Work	24	Time Limits	7
I		To Information	2
In-Service Training	19	U	
Insurance	7	Union Business Days	4
L		Use Of Equipment	2
Leave Allowance	9	Use Of Facility	1
Leave Of Absence	11	V	
Leaves	9	Vacancies	19
Life Insurance	8	Vacancies, Reductions, Recalls & Assignments	
Longevity	17		19
Long-Term Disability Insurance	9	Voluntary Layoff	22
Lunch Hours	24	Voluntary Transfer	24
M		W	
Medical Insurance	8	Workers' Compensation	13

