

MASTER AGREEMENT

Between the

SCHOOL AIDES UNION

And the

NEW HAVEN  
COMMUNITY SCHOOLS  
BOARD OF EDUCATION

2011-12

2012-13

2013-14



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## **Preamble**

THIS AGREEMENT entered into this 24th day of OCTOBER 2011 between the BOARD OF EDUCATION OF THE NEW HAVEN COMMUNITY SCHOOLS; NEW HAVEN, MICHIGAN hereinafter referred to as the "Board" and the NEW HAVEN PARAPROFESSIONALS/AIDE UNION hereinafter referred to as the "Union."

## **ARTICLE 1: Recognition**

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Article 379, Public Acts of 1965, for all K-12 School Aide personnel, excluding Teacher Aides and Bus Aides who regularly work 1 ½ hours per day or less.

The Board agrees, for the duration of this Agreement, not to negotiate with any organization other than the New Haven School PARAPROFESSIONAL/Aides UNION.

## **ARTICLE 2: Non-Discrimination**

The Board and the Union agree that all employment decisions will be made in a non-discriminatory manner. No decision as to hiring, assignment, promotion, transfer, layoff, termination or reinstatement shall be made on the basis of sex, color, national origin, religion, height, weight, marital status, or disability.

In the construction of words used in this Agreement, whenever the female gender is used, it shall also be construed to include the male gender and vice versa.

## **ARTICLE 3: Purpose and Intent**

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

- A. Job Security. The parties recognize that the interest of the community and the job security of the employees depend upon the district's success in establishing a proper service to the community.
- B. Encourage Friendly Relations. To these ends, the District and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among employees.

## **ARTICLE 4: Management Rights**

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

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

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 that such specific and express terms hereof are in conformance with the Constitution and the Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws, or any other national, state, county, district, or local laws or regulation as they pertain to education.

## **ARTICLE 5: Joint Responsibilities**

- A. **Recognition of Employee Rights.** The Board recognizes the right of public employees to organize together in lawful concerted activities for the purpose of collective negotiations or bargaining or other mutual aid and protection, or to negotiate or bargain collectively with their public employer through representatives of their own free choice.
- B. **Furnishing Information.** The Board agrees to make available to the Union, upon reasonable request, information concerning the financial resources of the District, tentative budgetary requirements and locations, etc., that will assist the Union in developing intelligent, accurate, and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process grievances or complaints.
- C. If any provision of this Agreement shall be found contrary to law or declared illegal or invalid by legislation, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; however, all remaining provisions shall continue in force and effect.

- D. In the event any provision is found illegal or invalid, the Employer and the Union will meet within twenty (20) working days to discuss the impact of that finding upon this contract.
- E. If any provision of this Agreement shall be found contrary to law or declared illegal or invalid by legislation, then such provision shall not be deemed valid and subsisting except to the extent permitted by law; however, all remaining provisions shall continue in force and effect.

In the event any provision is found illegal or invalid, the Employer and the Union will meet within twenty (20) working days to discuss the impact of that finding upon this contract.

- F. Special Conferences
1. Request to Meet: Upon the request of the District or the Union mutually agreed upon conferences may be called to discuss or review important matters.
  2. Representation and Arrangements.
    - a. Such conferences may be arranged between the steward and the designated representative of the Employer.
    - b. Generally, such meetings shall be limited to two (2) representatives of the Union and two (2) representatives of the Board.
    - c. Generally, arrangements shall be made in advance accompanied by a proposed agenda of matters to be discussed.
    - d. Unless other arrangements have been made prior to the meeting, the conferences shall be limited to the agenda items.
  3. Time Away from Work: When special conferences have been arranged in advance and by mutual consent, members of the Union shall not be docked time and/or pay for time spent in such.

## **ARTICLE 6: Union Security**

- A. As a condition of employment, each member of the bargaining unit who has completed his/her probationary period shall establish and maintain a membership in the Union, or shall tender to the Union a service fee equivalent to the periodic Union dues. Service fees shall not include initiation fees or special assessments. Newly hired, transferred or rehired employees shall. As a condition of

employment, join the Union or pay the service fee, no later than the conclusion of their probation. All employees shall execute an authorization for the deduction of Union dues or service fees. Employees shall be deemed to be members of the Union in good standing, within the meaning of the Article, if they are not more than sixty (60) days in arrears in payment of initiation fees, dues and assessments or changes.

- B. Employees who fail to remain in good standing in the Union shall be terminated within thirty (30) days following receipt by the Employer of notice from the Union that a member of this bargaining unit is in violation of this agreement.
- C. The Union agrees to indemnify, protect and save harmless the Employer from any and all claims, demands, lawsuit and other forms of liability, resulting from action taken or not taken by the Employer in accordance with this Article. In the event any action of claim (in any arbitration proceeding, or in any Court of administrative agency) is commenced against the Employer resulting therefrom, the Union shall intervene and defend such action or claim.
- D. Employees may tender the monthly membership dues or service fees by signing the "Authorization for Payroll Deductions" which is attached to this contract by example, as Attachment A. During the life of this agreement and in accordance with the terms of the form of Authorization for Check-off hereinafter set forth, the Employer agrees to deduct fees or service fees from the pay of each employee who executes or has executed the "Authorization for Payroll Deduction" form and filed same with the Employer or its representatives.
- E. An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month the Employee requested in writing that his/her authorization and request for check-off be terminated.

## **ARTICLE 7: Chapter Chairperson, Stewards, and Alternate Stewards**

- A. Union Representatives: The School Aides will be represented by a Chapter Chairperson and one (1) steward and an alternate steward chosen from among the positions covered by this Agreement.
  - 1. In the absence of the steward the alternate steward shall serve. The names of the Chapter Chairperson, steward and alternate steward will be certified in writing, by the Union by the opening day of school each year and filed with the Superintendent's office.
  - 2. The Union Chapter Chairperson, Steward or Alternate Steward may be permitted to leave work for the purpose to investigate and/or adjust



grievances by permission of the immediate supervisor, not to exceed one (1) hour per day.

- B. Released Time: The steward or the alternate steward and the Chapter Chair may be permitted, after making arrangements with their immediate supervisor. Up to one (1) hour of released time per day to investigate and/or adjust grievances.

## **ARTICLE 8: Grievance Procedure**

### **A. Definitions**

1. Days: Shall refer to working days.
2. Grievance: An alleged violation, misinterpretation or misapplication of provisions of this Agreement.
3. Immediate Supervisor: The building administrator or designee to whom the School Aide is assigned. If working during the summer and neither the building administrator or his/her designee is available, the Superintendent or his/her designee becomes the immediate supervisor.

- B. Grievance Process: By-passing any of the steps herein outlined may be grounds for denying a grievance.

1. Step One – Immediate Supervisor: Within three (3) days of the alleged grievance or of the date the employee could reasonably have been expected to be aware of the conditions leading to it, the grievant may discuss the grievance with his/her immediate supervisor or steward who may then discuss it with the immediate supervisor. If the matter is not resolved to the satisfaction of the grievant, the Union may, within three (3) days of the meeting with the supervisor, submit the grievance, in writing, to the immediate supervisor. The supervisor shall then have three (3) working days from the date of the written grievance to respond to same in writing with copies to the grievant, steward and Superintendent.
2. Step Two – Appeal Supervisor’s Decision: The Union shall have three (3) days from the date of receipt of the immediate supervisor’s decision to appeal the decision, in writing, to the Superintendent or his/her designee.

Within five (5) days of receipt of the written appeal the Superintendent or his/her designee shall arrange for a meeting with Union representatives. Within five (5) days of this meeting the Superintendent or his/her designee will give his/her written response to the grievance to the Union.

3. Step Three – Appeal Superintendent’s Decision: The Union shall have three (3) days from the date of receipt of the Superintendent’s decision to appeal to the Board of Education. The appeal shall be in writing specifying its objections to the Superintendent’s decision. The appeal shall be directed to the Secretary of the Board and delivered to the Board of Education office. The Secretary of the Board shall then have fifteen (15) days from the date of receipt of the Union appeal to arrange for a meeting to discuss the grievance.

The Secretary of the Board will inform the Union, in writing, within thirty (30) days of this meeting of its decision.

4. Step 4. Within thirty (30) calendar days after receipt of the Board’s response at Step 3, the Union may move the grievance to arbitration by notifying the Board of their intent to arbitrate. The arbitrator shall be selected on a rotating basis from a list of three arbitrators mutually selected by the parties. The arbitration proceedings will be conducted in accordance with the rules and regulations of the American Arbitration Association.
- C. The arbitrator’s decision shall be final and binding on the grievant and both parties. The arbitrator shall have no power or authority to add to, detract from, alter or modify the terms of this agreement.
  - D. Each party will bear the full costs for its side of the arbitration and will pay one-half of the costs of an assigned arbitrator. Neither party shall be permitted to assert in such arbitration proceedings, any grounds, or to rely on any evidence not disclosed to the other side by at least the 4<sup>th</sup> step.
  - E. Discharge. Notwithstanding the foregoing procedure for the processing of grievances, protests against the discharge of an employee shall automatically bypass the first two (2) steps of the procedure and be lodged at Step Three (3) for consideration, commencing at the appropriate administrative authority by the Union. This shall be done within five (5) working days of the discharge.
  - F. Any time limits in this procedure may be mutually extended by the parties.

## **ARTICLE 9: Job Classifications**

- A. Classifications. This contract covers all conditions of employment for employees either classified as Teacher Aides or ParaProfessional Aides.
  1. Teacher Aides are individuals working directly with classroom teachers and/or administrative staff. The basic requirement for a teacher aide shall be a high school diploma.

2. ParaProfessional Aides must have training above the high school level in a specialized area and be able to work with students in an instructional assistance capacity under the direction of the classroom teacher in their area of specialized training. Examples of positions included in this classification will be Auto Mechanics Technical Aide, Business Technical Aide, and departmental Instructional Aides.

## **ARTICLE 10: Compensable Leave**

It is understood that compensable leave days are earned in proportion to the number of hours worked.

As an example, in the event an individual were to move from less than seven (7) hours per day employment to seven (7) hours or more the days accumulated to that point will be converted to full time equated days. i.e. 5 years of 10 days of 4 hours per day converted to 7 hours would be  $50 \times 4/7 = 28 \frac{1}{2}$  full time equated days.)

It is also understood that whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.

### **A. Sick Leave**

1. **Earning:** A maximum of eight (8) days per school year shall be available. Four (4) days shall be available during the first semester of the school year and the remaining four (4) days shall be available during the second semester. Unused days shall accumulate to a maximum of ninety (90) days.
2. **Use:** Sick leave days are intended to be used for the illness and necessary medical appointments of the employee, or a member of the immediate family.
3. **Doctor Verification:** The Building Principal or the Superintendent of Schools may ask, at any time, for a doctor's statement to verify illness. Failure to provide such verification may lead to the employee's dismissal.
4. Unless approved in advance, sick leave days may not be taken immediately before or after a scheduled break in the school calendar.

### **B. Personal Business**

1. **Number and Limitations on Use:** With a minimum of seventy-two (72) hours notice, except in cases of emergency, aides shall be granted two (2)

personal business days per year not deductible from sick leave. To be eligible for such the individual must be employed a minimum of twenty (20) hours per week.

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

2. Unused Days: Unused days will be credited to the individual's sick leave accumulation. Personal Business Days may not accumulate separately.

C. Bereavement Leave:

In the event of a death of a school aides children, mother, father, sister, brother, grandmother, grandfather, grandchildren, brothers-in-law, sisters-in-law, current spouse, or current spouses' parents, he/she will be given a maximum of three (3) days off not deductible from sick leave.

In the event of the death of the school aides or current spouses' uncles, aunts, nephews, nieces and first cousins or any member of his/her household, he/she will be given a maximum of two (2) days off, deductible from accumulated sick leave.

Either of the foregoing provisions may be extended by the Superintendent or his/her designee if, in his/her judgment, the time limits stated herein are not sufficient to allow for the adjustments and demands encountered at the time of bereavement. Such extensions of time shall be deductible from the individual accumulated sick leave.

## **ARTICLE 11: Non-Compensable Leave**

- A. Types of Leave: Leave without pay for non-probationary employees will be granted in accordance with the specified provision for each type of such leave as hereinafter provided for military leave, physical incapacity, union representation, childbirth, and child care. Seniority and benefits will continue during the leave to the extent covered by the Family Medical Leave Act.

When any non-compensable leave exceeds five (5) days, for each incident, these

days of leave will accrue against the employees Family Medical Leave Act (FMLA) totals for the work year, for those employees who qualify for this leave under federal law requirements.

- B. Other leaves: Leave for other purposes may be granted, but shall be subject to the consent and approval of the Board of Education without recourse to the grievance procedure. Employees being granted such leave shall be required to report for duty upon termination of the leave and subject themselves to the contract provisions on Vacancies. Seniority and benefits will continue during the leave to the extent covered by the Family Medical Leave Act.
- C. Reduced to Writing. All requests for leave and approval shall be in writing and shall include specific dates of leaving and endings of the leave.
- D. It is also understood that whenever five (5) or more consecutive compensable leave days are used, these days will be accrued against leave granted through the Family Medical Leave Act (FMLA) for those employees who qualify for leave under this federal law.
- E. Sick Leave.
  - 1. Non-probationary employees who have exhausted their accumulated sick leave shall be granted a non-compensable sick leave up to and including a period of not more than one (1) year, including all accumulated sick leave days taken. Such employee shall, upon the effective date of the physician's release, report back to work to a position in their classification.
  - 2. Employees being granted such leave shall be required to report for duty upon the termination of this leave. An extension may be granted at the discretion of the Board. Failure to report for duty on the date agreed may subject the employee to termination.
- F. Military Leaves. Full time employees who leave the school district for induction into any branch of the armed forces of the United States and who upon termination of such service:
  - 1. Receives an honorable discharge from the Armed Forces.
  - 2. Is still qualified and competent to perform the duties of his/her position.
  - 3. Make application to the school district for re-employment within ninety(90) days after he/she is released from military service, shall be restored to work or to a job of the like nature, seniority status or pay, provided a vacancy exists for which the employee qualifies. Conformance with conditions established by federal and state laws in this

matter shall prevail.

G. Union Representation Leave.

1. A leave without pay for one (1) local union officer will be granted for a maximum of five (5) days annually, upon prior written notice for the purpose of attending Union conventions or conferences.
2. One (1) employee elected or appointed to an office with the Union representing this bargaining unit may, following a written request of the Union, receive a temporary leave of absence, without pay, for a period not to exceed one (1) year.
3. Seniority will be broken if the employee fails to report for duty at the expiration of the approved leave and if the employee granted the leave resigns or is severed from the representation position and does not promptly apply for reinstatement.

## **ARTICLE 12: Jury Duty**

Any school aide called for jury duty during school hours shall be paid his/her wages up to a maximum of an eight (8) hour work day, for the duration of the jury duty served provided all monies earned as a juror are turned over to the New Haven Community Schools. The district will reimburse the employee for any mileage paid to them for jury service that is a part of the reimbursement.

## **ARTICLE 13: Job Openings**

- A. Postings: New positions or positions resulting from terminations or resignations shall not be filled, except on a temporary and/or emergency basis, until they have been posted within all buildings in the District for a period of ten (10) days.
- B. Filling Vacancies:
  1. Any employee may apply for such a vacancy provided they meet the minimal requirements stated in the posting and the job description for the position. In filling vacancies the Board agrees to give due weight to the background, length of time in the District's employ, attainment and skills of all applicants, and other relevant factors.
  2. District candidates must make written application as per posting

directions. Qualifications, performance, ability, and education being equal, the seniority of the employee will then receive first consideration if the District's decision is to fill from within.

- C. Promotion: An aide promoted to a new position, classification, or moved from a Teacher Aide position to a ParaProfessional position, shall receive a sixty (60) work day trial period in the position. If, at any time during the trial period, either the individual or the District feels they are not suited to the position, the individual shall return to her former position with her pay adjusted accordingly if a pay grade change was involved. This return to the former position will not be the subject of a grievance.
- D. Seniority: An aide who is transferred from within one job classification to another (i.e. Teacher Aide to ParaProfessional, or vice versa) shall not lose their seniority as a result of the transfer between job classifications. Hourly wages shall be adjusted accordingly.

## **ARTICLE 14: Seniority**

- A. Date of Seniority, Seniority Lists: The seniority of all employees on the list shall commence with the first day of regular hire in the New Haven School District. The Union shall be furnished, annually, with a district wide list setting forth in the order of their seniority, each employee's name, seniority number, effective hiring date and classification. If more than one (1) employee commences work on the same date, seniority will be determined by the last four (4) digits of the employee's social security account number. The employee with the lower number will be senior employee.
- B. The Union will be provided with a list of new hires and terminations upon completion of the employee's probationary period, as well as all other changes as they occur.
- C. Probationary Periods
  - 1. At initial employment: Individuals hired, as aides under this Agreement shall serve a probationary period of ninety (90) school days. Prior to the end of this probationary period, if the building principal determines that the individual's performance is not satisfactory, the employee may be dismissed.
  - 2. If, during the probationary period the District determines that the employee's performance of work habits are not at a satisfactory level; the building principal will develop an individualized plan for improvement of the employee. This plan shall be in writing. Following the development of this plan, the principal, the employee, and the building steward will

meet and confer on the plan. The employee will serve an additional ninety (90) day probationary period while the plan is being implemented.

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

New employees, while in their probationary period, may be terminated without recourse to the grievance procedure but shall be represented by the Union for all other purposes under this Agreement.

- D. Loss of Seniority: Seniority shall be broke and the employee shall be removed from the seniority list only for the following reasons:
1. If the employee quits.
  2. If he/she is discharged and the discharge is not reversed through the grievance process of the Agreement.
  3. If he/she is absent for three (3) consecutive working days without notifying the Employer and fails to give explanation for the absence and lack of notice which are satisfactory to the school administration.
  4. If he/she fails to return to work from layoff when recalled from layoff as set forth in their call procedure provided herein.
  5. If he/she overstays a leave granted for any reason, as hereinafter provided without a good cause.
  6. If he/she is on layoff for a period exceeding three (3) years or the duration of his/her seniority at the time of layoff, whichever is greater.
- E. Determining Seniority: Individuals will be categorized as being full time when working six (6) hours per day. Individuals working less than six (6) hours per day and/or 180 days per year shall have their seniority determined on a pro-rata basis. I.E.:
- |    |                                   |   |            |
|----|-----------------------------------|---|------------|
| 1. | Six (6) hours per day             | = | 1 year     |
| 2. | Five (5) hours per day            | = | 0.83 years |
| 3. | Six (6) hours per day for 90 days | = | 0.50 years |

## **ARTICLE 15: Lay-Off and Recall**

- A. Lay-Off Procedure.
1. Lay-off shall mean a reduction in the employee workforce due to a decrease in work, or loss of funding for a particular program, or a financial emergency.
    - a. In the event of reduction in staff, said reduction shall be in order of seniority, highest to lowest within the job classification (i.e.



Teacher Aide or ParaProfessional Aide) provided qualifications and work performance are equal and that program funding requirements do not specify certain qualifications.

- b. In the event an individual is laid off, his/her seniority shall be frozen for a period of three (3) years or the duration of the layoff, whichever is shorter.
  - c. If an employee is laid off, he/she will be entitled to his/her prorated longevity during the school year in which the layoff occurs.
  - d. An employee on lay-off may engage in other employment until a position in the district is available.
  - e. In the event of a lay-off, the affected employee and the Union will be given at least ten (10) working days advance notice of the effective date of the layoff. Such notice shall be in writing.
- B. Recall Procedures: Laid off employees shall be recalled in inverse order of lay off, (i.e., last laid off, first recalled), provided they are qualified for the position open.

The Board will mail a notice of recall to the last known address of the employee. It is the responsibility of the employee to keep the Superintendent's Office aware of any changes of address of the employee. If the employee fails to report for work within ten (10) work days after mailing, wiring, or delivery, as the case may be, of the recall notice, unless extenuating circumstances make it impossible to do so, the Board may consider the employee as having terminated his/her employment. Failure to receive the recall notice as a result of an incorrect address will not be considered the fault of the Board.

## **ARTICLE 16: Hours and Overtime**

- A. Work/Wages: The parties to this Agreement mutually subscribe to the principle of a fair day's work for a fair day's pay.
- B. Normal Schedule: The normal work schedule shall be Monday through Friday. A full time position, according to this contract, will six-and-one-half (6 ½) hour day, with one-half (½) hour unpaid for meals. Depending upon the position and the job requirements, the actual work day may be longer or shorter than this amount, with time allocated for meals.
- C. Overtime. Any employee required to work in excess of forty (40) hours in a scheduled work week will be paid at the rate of time-and-one-half (1 ½).

## **ARTICLE 17: Resignation, Retirement, Discharge Demotion, Suspension**

- A. Resignations: An employee wishing to resign shall give the District written notice of intent ten (10) days prior to the requested effective date of termination. Less than ten (10) days notice may subject the employee to forfeiture of earned vacation time and reimbursement for earned but unused sick leave. In instances the employee has no control over, such as a spouses' move to another area, etc., the Superintendent may approve an exception to the ten (10) day notification.
- B. Retirement Benefits: As long as mandated by the State statute the District agrees to maintain coverage of employees under the Michigan Public School Employees' Retirement Fund.
- C. Upon retirement, provided the individual has given the District a minimum of ten (10) days written notice of intent to retire, the individual shall be eligible to receive a payment of twenty dollars (\$20.00) for each unused sick leave day accumulated.
- D. Discharge, Demotion and Suspension: A Union member facing discharge, demotion or suspension may appeal such beginning with step two (2) of the grievance process.

## **ARTICLE 18: Insurance**

- A. Workers' Compensation: Regularly employed individuals shall be covered under applicable Workers' Compensation statutes. In the event of an on-the-job injury in which the employee is entitled to benefits under the Act, the balance of his/her average weekly earnings not covered by the Act shall come from earned sick leave. This portion of his/her sick leave shall then be deducted from his/her accumulated days of such.

All leave and benefits shall be granted in accordance with the terms of the Family Medical Leave Act.

## **ARTICLE 19: Inclement Weather/School Closings**

- A. Reporting for Work: When school must be cancelled because of inclement weather or other purposes, aides shall not be required to report for work unless requested by the building principals or the Superintendent's office.
- B. Days Paid: Employees covered under this Agreement shall be paid for no more

Act of God days in any given school year than are provided to the district by current State law. Calculation of these days shall be based upon the school calendar and not individual assignment of the aide/paraprofessional. To be eligible for such the individual must be employed a minimum of twenty (20) hours per week.

- C. Closed Partial Day: If the employee reports for work and school is cancelled, the aide will be paid for the balance of the day. In the event the day for which the aide was paid is one that must be made up to meet State guidelines for attendance, etc., the aide will work on the make-up day on the basis of no pay.

## **ARTICLE 20: PAID HOLIDAYS**

- A. Eligibility: The employee shall be paid for the following paid holidays provided that they meet the following conditions:
1. The employee works the last working day before or the first working day after the holiday.
  2. To be eligible for payment, the individual must be employed a minimum of twenty (20) hours per week.
- B. Holidays:
1. Memorial Day
  2. Thanksgiving Day
  3. Day after Thanksgiving
  4. Christmas Eve Day
  5. Christmas Day
  6. New Years' Eve Day
  7. New Years' Day
  8. Good Friday
  9. Martin Luther King's Birthday
  10. Labor Day

## **ARTICLE 21: Miscellaneous Provisions**

- A. Conference Attendance and Reimbursement: Upon the recommendation of the individual's immediate supervisor and the written approval of the Superintendent, an employee may be granted up to three (3) days each school year with pay to attend conferences, workshops or institutes connected with her employment.

Reimbursement for expenses will be in accordance with those stated in the prior approval form submitted to the Superintendent and via applicable receipts.

- B. Office: The Board agreed, provided it does not interfere with the regular function of the school program, to allow the Union to use the school buildings for local Union meetings.
- C. Copies of Agreement: Copies of this Agreement shall be printed at the expense of the Board and given to all Union members.

New employees are to be given a copy of this Agreement as soon as they begin employment.

- D. Bulletin Board: The Union shall have the right to post notices of its activities and matters of concern on bulletin board space within the staff lounge area.
- F. New Jobs: New jobs in the bargaining unit may be created by the school administration. The Union may request a meeting with the Board, at a mutually agreed time, for the purpose of discussing a new wage rate. In the event that an agreement is not reached at the meeting, it will become a proper matter for institution (within 15 days) of the third step of the grievance procedure.
- G. Employer Scheduled Meetings: All meetings scheduled by the Employer not otherwise provided for in this contract shall be paid on a straight time basis when the employee participates in such meetings.
- H. Automobile Allowance: Employees who use privately owned automobiles in the course of their duties shall be reimbursed at the IRS rate per mile providing that such use shall be previously authorized, in writing, by the Superintendent of his/her designee.
- I. Payroll Procedures: In addition to the standard deductions employees may authorize, via appropriate district forms, payroll deductions are available for:
  - 1. U. S. Bonds
  - 2. United Foundation
  - 3. Credit Union
  - 4. Tax Sheltered Annuities: Annuities shall be restricted to those companies previously approved by the Board of Education.
- J. Bargaining Unit Classification: The Board agrees to annually furnish the Union a listing of all bargaining unit members, their classifications, and their salaries.
- K. Personnel Files. Each employee, upon request, may make an appointment to review the contents of his/her own personnel file in the Central Office. A member of the Union may, at the employee's request, accompany the employee in this review.

No material detrimental to the employee may be placed into his/her file without the employee's knowledge. To this end, employees will be provided with a copy of any material which is to become a part of the personnel file and will sign the material prior to its becoming a part of the personnel file. The employee's signature shall not be interpreted to mean agreement or disagreement with the contents of the material, but only knowledge of its existence. Employees will be entitled to have a written response to the material attached and made a part of the permanent file.

Records of disciplinary action and suspension will remain in the individual's personnel file for four (4) years from the date of the action. At the end of the four (4) year period, the report may be removed from the employee's personnel file. In order to be removed, the employee must give a written request for the records to be removed. The records will be removed within five (5) days of receipt of the request.

## **ARTICLE 22: Compensation**

- A. Retirement. As long as mandated by State statute, the District agrees to maintain coverage of employees under the Michigan Public School Employees Retirement Fund.
- B. Covering Classroom Assignments in the absence of a teacher.

The district will attempt to cover the classroom absences with certified personnel. However, when such is not possible, the building principal may direct a Teacher Aide or a ParaProfessional Aide to cover a classroom. In this situation, the aide will be paid at the following rates:

1. Determining Rate: The hourly rate of Aides shall be calculated by taking the daily rate for substitute teachers and dividing it by six (6). This rate shall be paid only for those hours where the aide is actually substituting in the classroom.

In the event that an aide is assigned by the building principal to substitute for a teacher for an entire day, due to a lack of certified substitute personnel, the aide will receive the daily rate for the substitute teacher for the day as opposed to their hourly rate.

2. Substituting: The district will attempt to cover classroom absences with certified personnel. However, when such is not possible and an aide is assigned to cover a classroom, the Building Principal or Superintendent is not obligated to choose a particular individual nor are they obligated to choose from one employee group or the other.
- C. The work year shall be all days upon which school is regularly scheduled. The

work year will include additional days before the start of the school year and after the last day of the school year as needed by the building administration. Administration will give three (3) days prior notice for days before the start of the school year.

- D. Wage Rate for New Positions. In the event a new position is created which does not appear to fall within the Job titles/Classifications described in this contract, the district will establish an applicable classification and rate structure.

Prior to filling or posting a position, the Superintendent or his designee will meet with representatives of the Union to discuss the classification and rate structure.

- E. Salary Schedule.

1. ParaProfessional Teacher Aide Schedule. Those positions covered under this classification shall be paid at the following hourly rate:

	2011-12	2012-13	2013-14
Step			
1	\$9.38	\$9.38	\$9.38
2	\$9.74	\$9.74	\$9.74
3	\$10.32	\$10.32	\$10.32
4	\$10.67	\$10.67	\$10.67
5	\$11.05	\$11.05	\$11.05
6	\$11.60	\$11.60	\$11.60

2. Teacher Aide. Those positions covered under this job classification shall be paid at the following hourly rate:

	2011-12	2012-13	2013-14
Step			
1	\$7.87	\$7.87	\$7.87
2	\$8.06	\$8.06	\$8.06
3	\$8.24	\$8.24	\$8.24
4	\$8.45	\$8.45	\$8.45
5	\$8.64	\$8.64	\$8.64
6	\$8.84	\$8.84	\$8.84
7	\$9.06	\$9.06	\$9.06
8	\$9.29	\$9.29	\$9.29
9	\$9.56	\$9.56	\$9.56
10	\$9.71	\$9.71	\$9.71

- F. Longevity payments of thirty-five dollars (\$35.00) per year of service to the district for each year past seven (7) years (i.e. not the first seven years) in this district, will be paid to all aides covered under this agreement who work more than twenty (20) hours per week. Longevity payments will be made on the last payroll of June. For the duration of this contract, longevity will be accrued but not paid.

## **ARTICLE 23: Miscellaneous Provisions**

- A. Recognizing that the district is facing continuing financial challenges because of state school aid cuts, the parties agree that if an emergency financial manager is appointed by the Michigan Department of Education for the district during the term of this contract, that they will meet to review what, if any, mutually agreeable changes in the wages, hours, terms, and conditions of employment that are provided for herein are appropriate and necessary.

If the district is no longer in a deficit the contract will be open for negotiations for benefits and salary.

- B. All payroll checks will be direct deposit with electronic paystubs available on-line.
- C. Un-negotiated additional benefits that are federally mandated will be paid by the employee up to the maximum of the law.

## **ARTICLE 24: Duration of Agreement**

- A. Effective: This Agreement shall become effective on October 24, 2011 and shall continue in full force and effect until June 30, 2014 and from year to year thereafter.
- B. Termination of Agreement: In the event either party wishes to terminate this Agreement, or modify or amend any article of clause hereof, notice to that effect shall be given in writing to the other party no less than sixty (60) days nor more than ninety (90) days prior to the termination date of this Agreement. The modification or amendment of any specific article or section shall not affect the remainder of this Agreement.

In the event the parties to this Agreement have not reached a new agreement by July 1, this Agreement shall thereafter be extended unless either party notifies the other party in writing that the Agreement is terminated ten (10) days prior to the desired termination date.

## **Attachment A**

### **ADDENDUM TO BUS DRIVER AGREEMENT POSITION: BUS AIDE**

I. Description: Personnel covered under this Addendum to Board Policy regarding bus driver personnel are individuals hired to assist with children on the bus. This expressly excludes driver personnel and/or general aides who may assist loading or unloading at a particular site.

II. Wages

- A. Regular Aides: Individuals hired on a regular basis, excluding driver personnel who take on such an extra assignment, will be paid according to their experience rate on the Teacher Aide Wage Schedule.
- B. Substitute, Non-Driver Aides: Substitute aides shall be paid at Step #1 of the Teacher Aide Wage Schedule.
- C. Driver Personnel Working as Substitutes: Drivers filling-in for an aide, or who take on an aide position as an extra assignment shall be paid on the Teacher Aide Wage Schedule commensurate with their years of experience as a bus driver.

Driver personnel who substitute for a bus aide on an emergency basis, (i.e. in the event of the sickness of the aide, but not on a daily basis), will be paid at their regular driver rate of pay for only those hours acting as an aide. It is understood that performing this task may not interfere with the drivers ability to drive and complete his/her regular daily routes.

III. Benefit Eligibility:

- A. Eligibility: Only individuals hired as aides may be eligible for fringe benefits, including sick leave, etc. To be eligible for such, the individual must be employed a minimum of twenty (20) hours per week as a bus aide. A general aide who also might work as a bus aide would be allowed to combine the hours of both for eligibility purposes.
- B. Policy/Contract Governing: The policy governing fringe benefits would be that of the Teacher Aides.
- C. Driver Exclusions: Since drivers are covered under their own Agreement, the only portion of the Aide agreement that is applicable to them is the is the salary schedule when they are taking on an extra assignment as a bus aide or a substitute for a bus aide and that shall be defined under Article II, Section C, Driver Personnel Working as Substitutes.



C. Continuation: If no notice of termination or modification is given by either party as provided for herein, this Agreement shall automatically continue in full force and effect from year to year.

D. Witness of: IN WITNESS WHEREOF, the undersigned have affixed their signatures.

**FOR THE UNION**

**FOR THE BOARD OF EDUCATION**

  
Tralene Mannino, Union Representative

  
KENNETH B. THOMPSON, II, President

  
Carol Aldis, Union Representative

  
REGINA PATTON, Secretary

  
DATE

  
KEITH WUNDERLICH Ed.D, Superintendent

  
DATE