

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SOUTH LAKE BOARD OF EDUCATION

AND

LOCAL 2457 - AFSCME, PARAPROFESSIONAL CHAPTER

AND

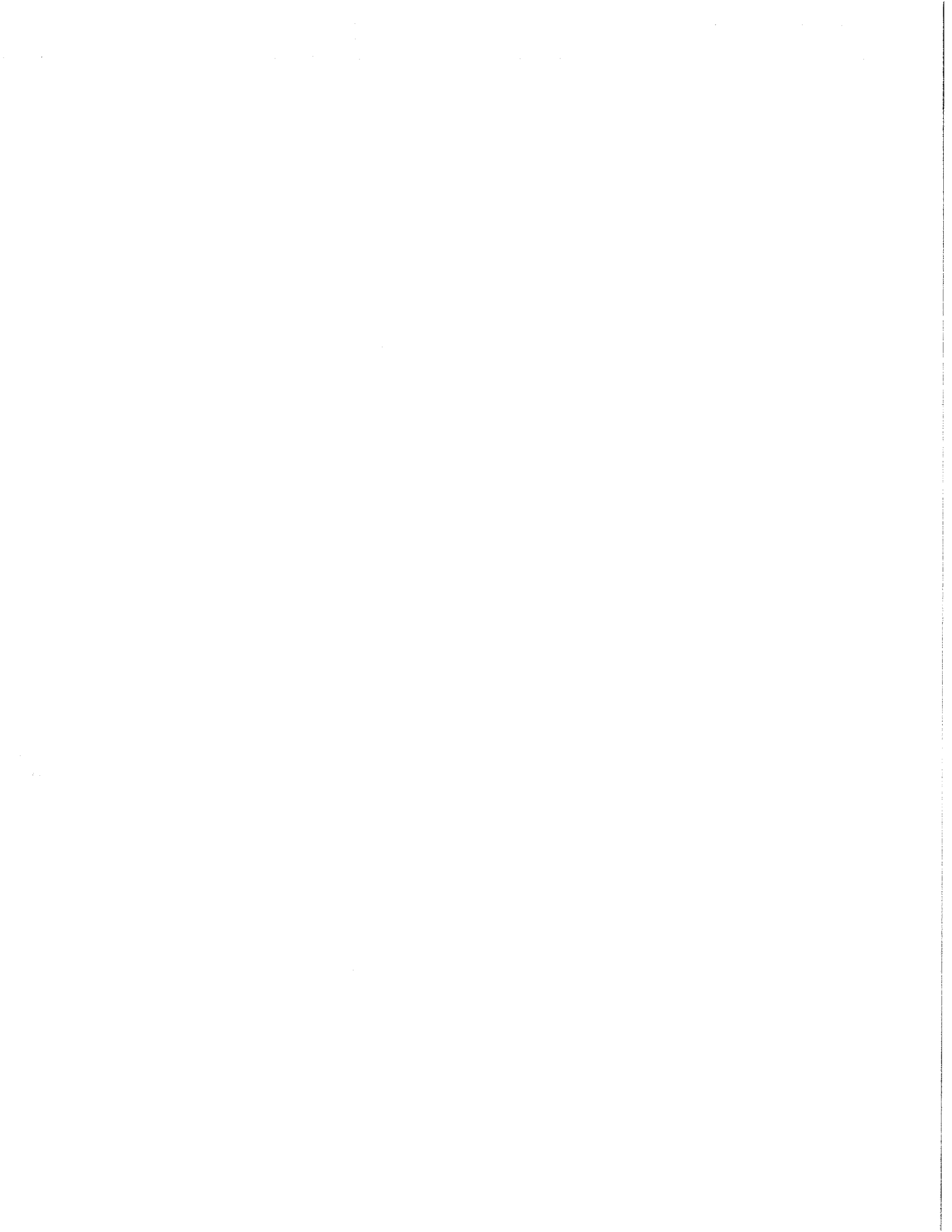
COUNCIL 25

2019 - 2022



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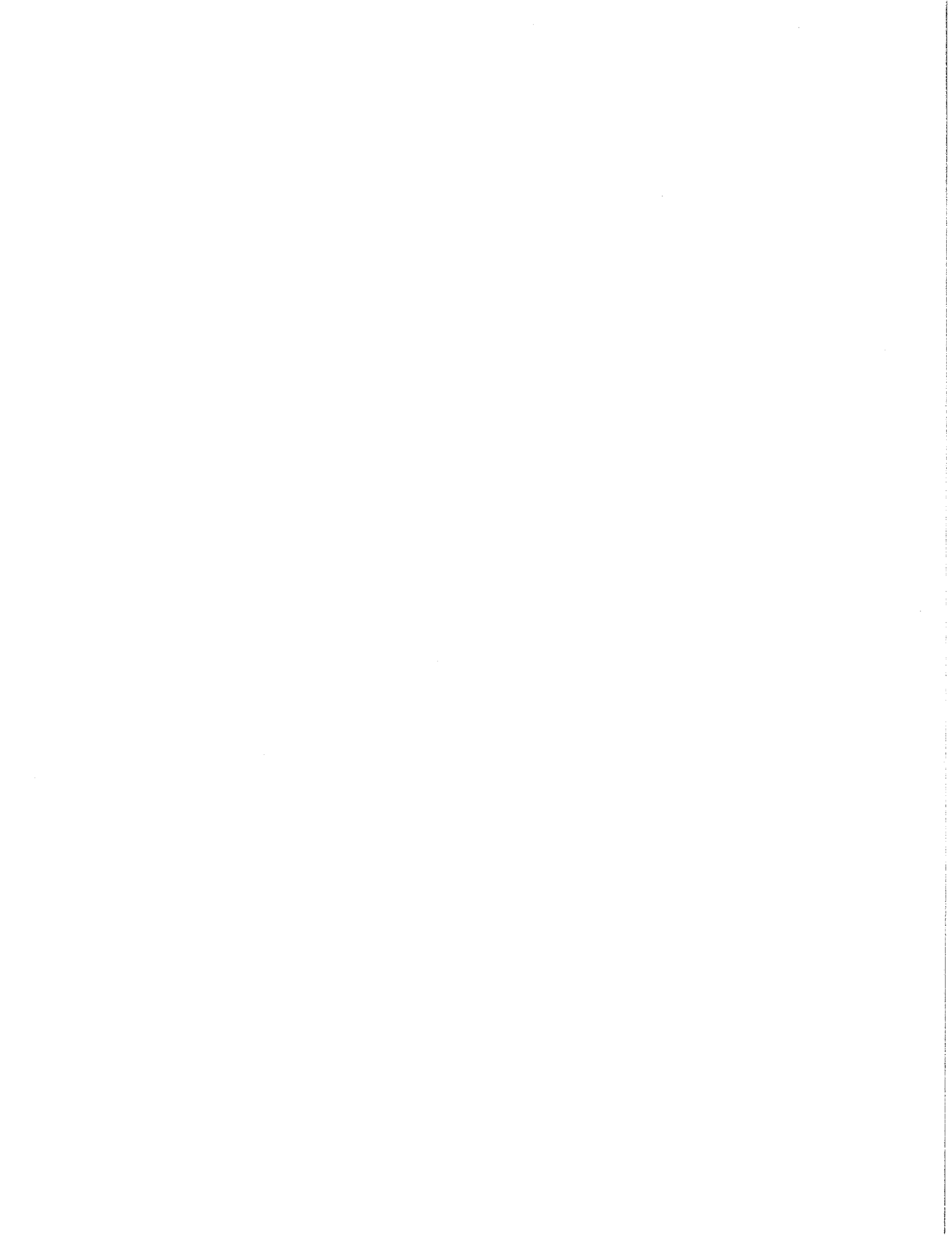
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## **AGREEMENT**

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

### **ARTICLE I - RECOGNITION**

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

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

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

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

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

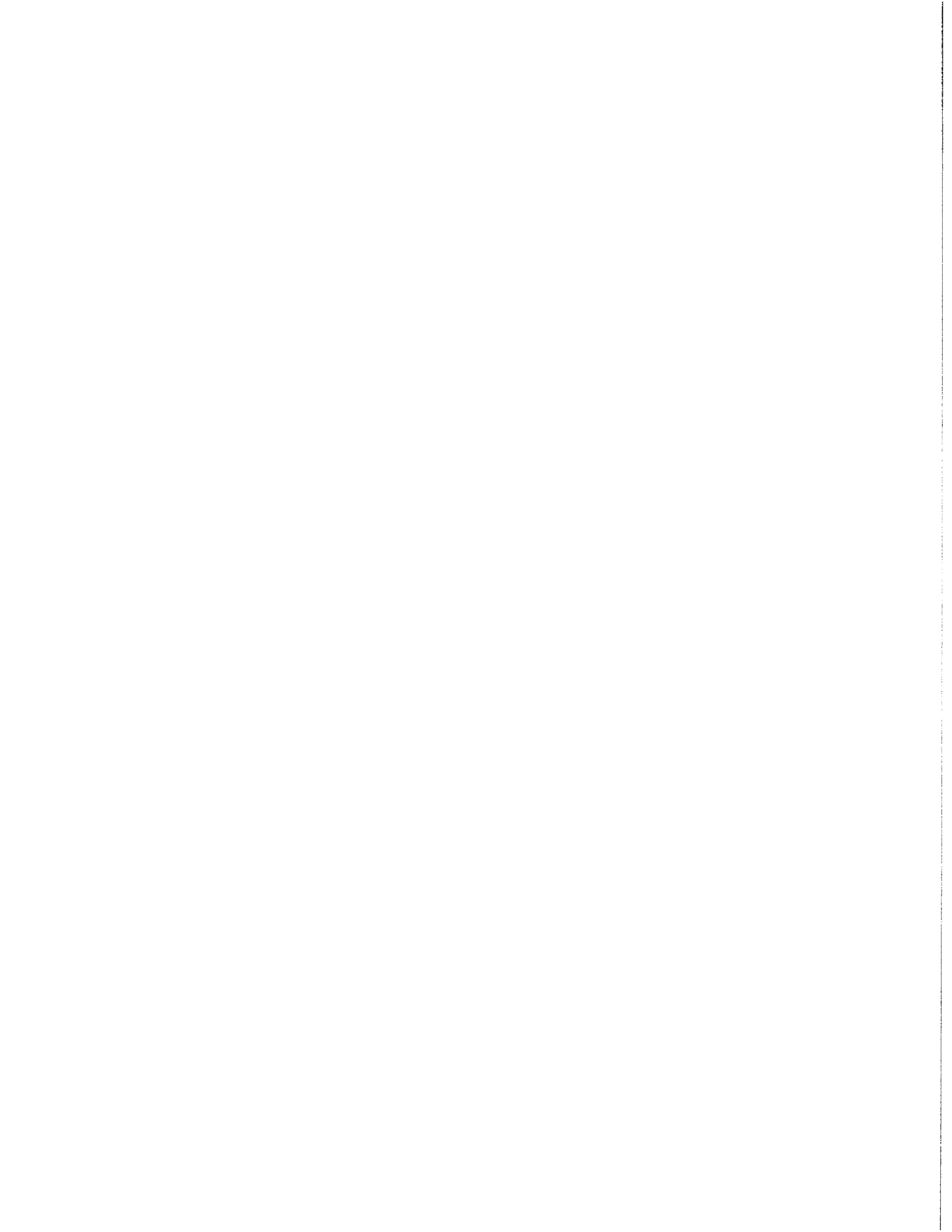
Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965 as amended, the Union is hereby recognized as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of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

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

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

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

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





## **Section 5 - Board Rights**

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

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

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

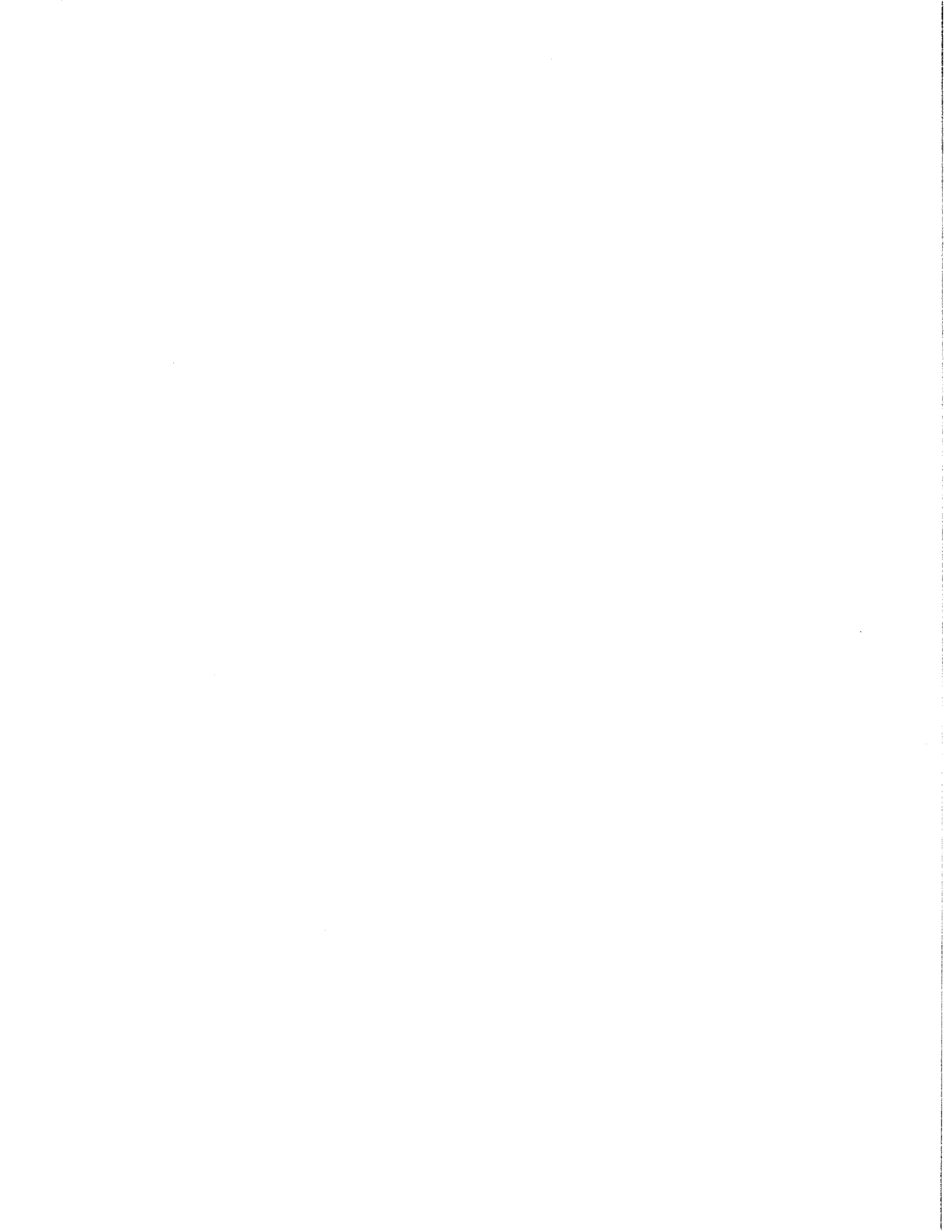
## **Section 6 - Maintenance of Conditions**

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

## **Section 7 - Strike Prohibition**

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

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



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SOUTH LAKE BOARD OF EDUCATION

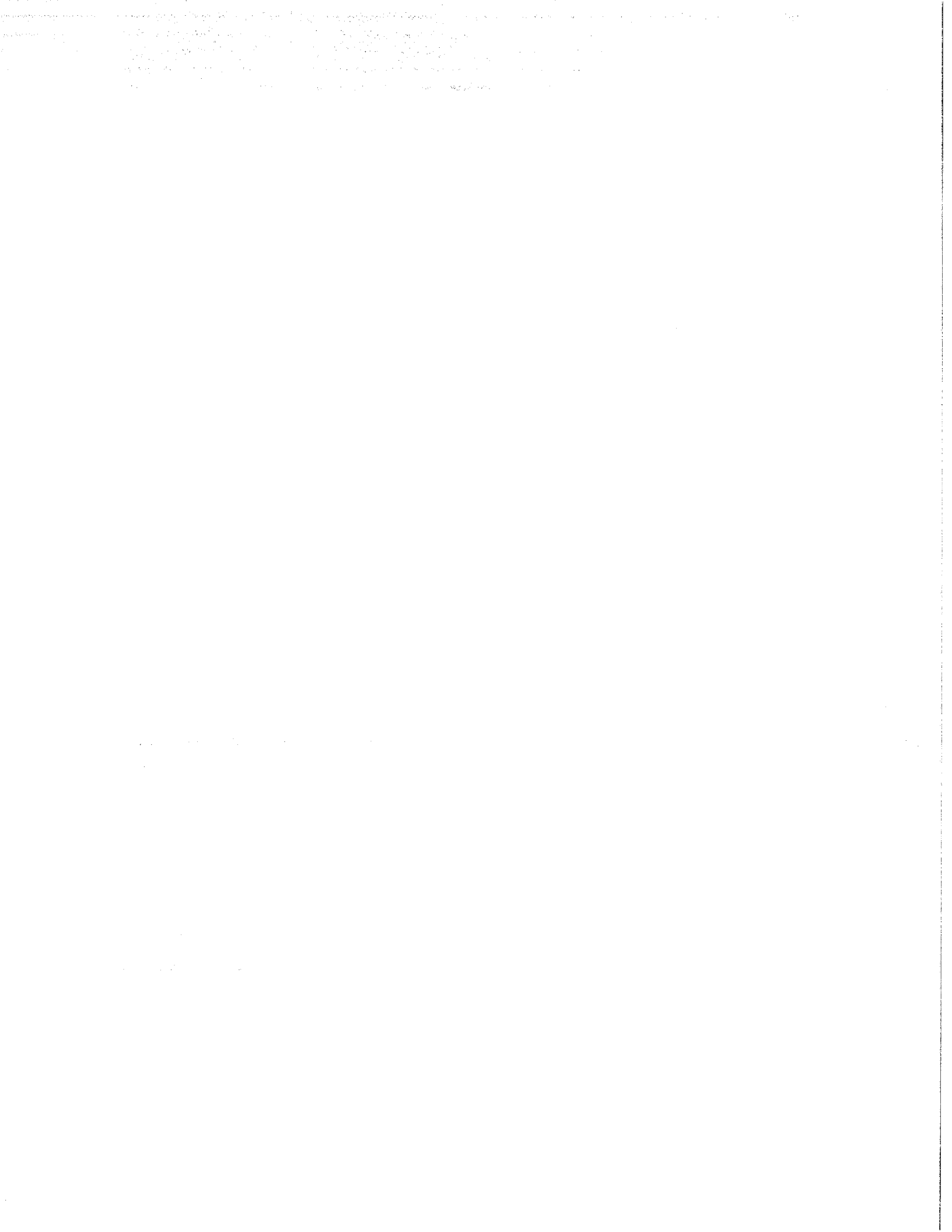
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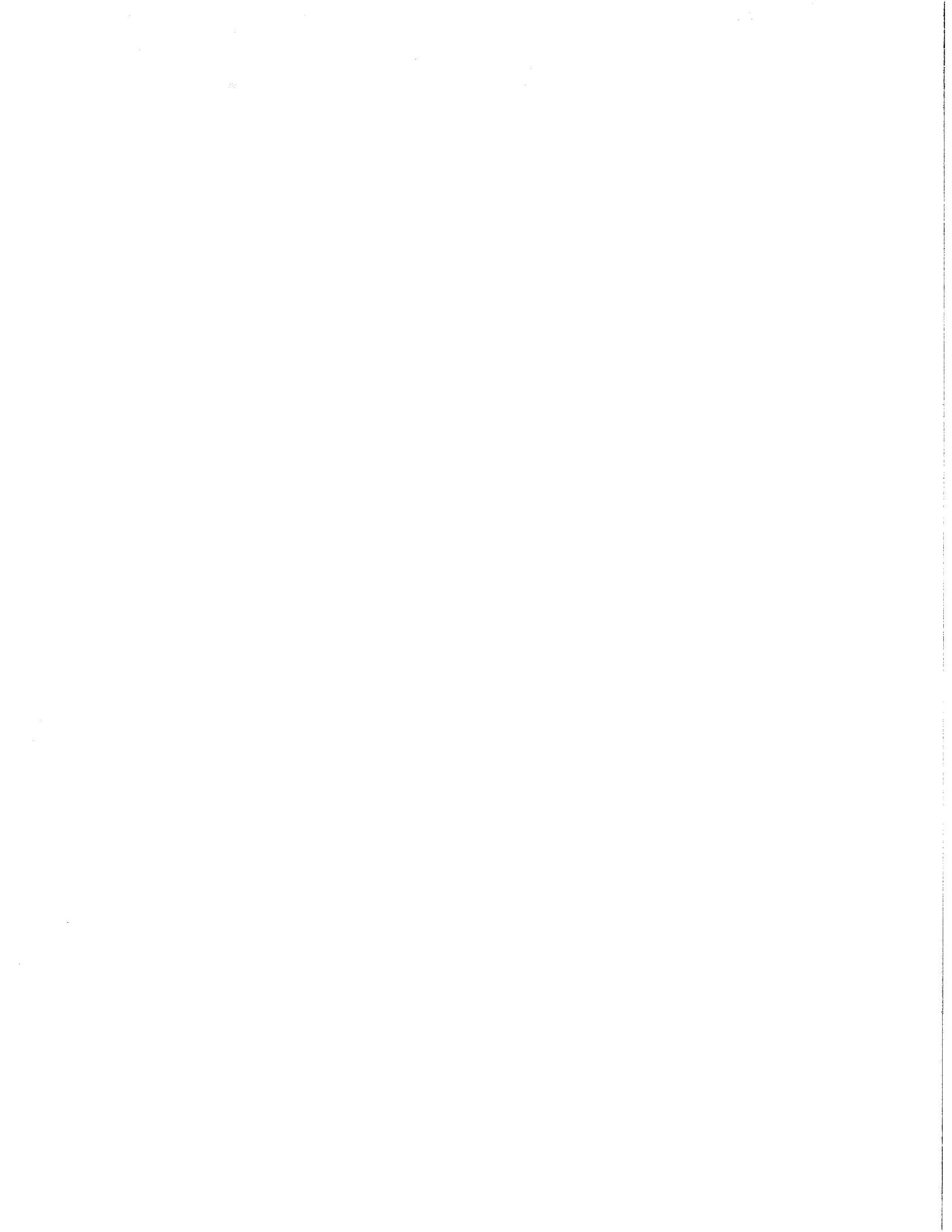
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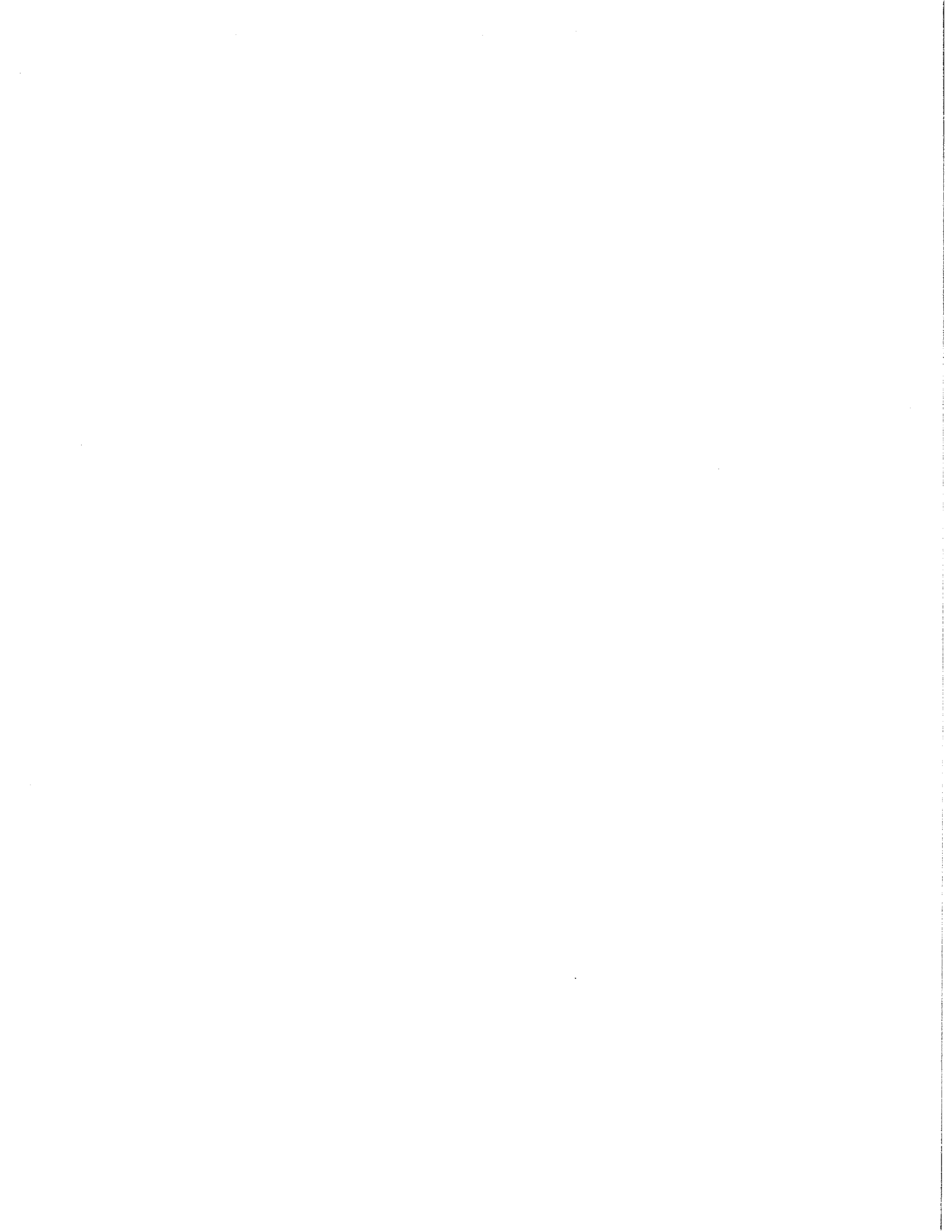
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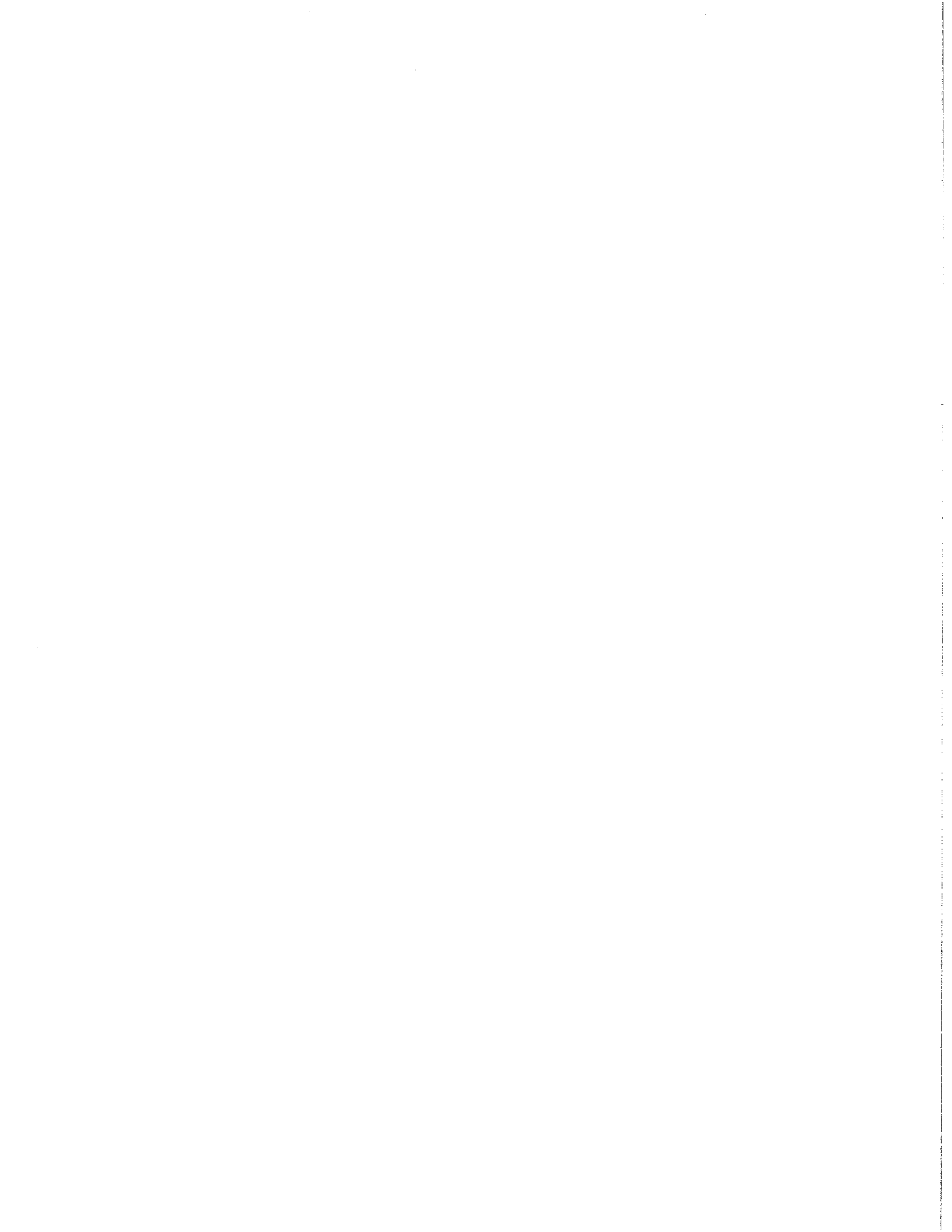
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- (1) to the executive management and administrative control of the school system and its properties and facilities, and to direct the work and activities of its employees;
- (2) to hire all employees and, subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, and to promote, transfer, dismiss, demote all such employees for just cause;
- (3) to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment;
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The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and Laws and Constitution of the United States.

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

The Board shall cause the preparation of sufficient copies of this Agreement to be made for distribution to the Union for each Paraprofessional covered hereby within fourteen (14) calendar days of ratification by the Board.

### **Section 9 - Discrimination**

See Board Policy #4122

## **ARTICLE II - UNION RIGHTS**

### **Section 1 - Union Representatives and Stewards**

1. The Union shall notify the Board, in writing, no later than September 1<sup>st</sup> of each year, of the names of the Stewards and Alternates. The Union shall notify the Board, in writing, within thirty (30) days of any change in the position(s) of Steward and/or Alternate Steward.
2. An accredited representative of the American Federation of State, County and Municipal Employees (AFSCME) shall have the right to visit the premises during working hours for the purpose of conducting business with the Local #2457 Paraprofessional Chapter, only after obtaining prior approval for each visit from the Superintendent or his/her designee.
3. Notwithstanding their position on the seniority list, Union Representatives directly involved in the grievance procedure (Chapter Chairperson and Grievance Committee Chairperson) shall be retained at work as long as there is work they can perform with minimal training, and they shall have the first right to bid on positions if displaced or layoff as outlined in this Article.

### **Section 2 - Special Conferences**

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



### **Section 3 - Information Rights**

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

### **Section 4 - Rescheduled Work Days**

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

### **Section 5 - Threatening Behavior Toward Staff Members**

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

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

### **Section 6 - Personnel Files**

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

### **Section 7 - Union Use of School Facilities**

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

### **Section 8 - Bulletin Board Space**

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

## ARTICLE III - GENERAL PROVISIONS AFFECTING EMPLOYMENT

### Section 1 - Terms of Employment

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

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

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

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

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

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

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

No paraprofessionals will work on District Full Days off.

On District Professional Development Half Day, District Professional Development Full Days and Building Half Days of school, Paraprofessionals will work consistent with student hours of instruction, or as directed by the Board.

On Early Dismissals, Paraprofessionals will work consistent with student hours of instruction, or as directed by the Board.

1. Paraprofessionals will work their regular hours from the official Opening Day of school to the official Closing Day of school, except as otherwise specified in this agreement.
2. Latchkey workers will be expected to work their normal hours consistent with program offerings.
3. Paraprofessionals who are required to attend staff meetings shall be compensated at their regular rate of pay.
4. On evenings of school related functions, the Board may require up to two (2) Paraprofessionals to be in attendance and compensated at their regular rate of pay.
5. Paraprofessionals who substitute for any position will be paid at the rate of pay for the Classification for which they are subbing.
6. If the hours of any position are increased, the Paraprofessional holding that position will be given the additional time and the Union Chapter Chairperson shall be notified.

## **Section 2 - Health Requirements**

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

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

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

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

Pursuant to, and in accordance with Board Policy 4139, the Board will utilize due process procedures by conducting an investigation into activities or behavior that it deems may result in discipline as appropriate to the situation, including providing the Paraprofessional with reasonable notice and the opportunity to respond.

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

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

Suspension shall mean an involuntary temporary leave of duties.

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

Discharge shall mean involuntary termination of employment.

Progressive steps in the normal Corrective Discipline process are:

- a) Warning, written verbal
  - b) Warning, written
  - c) Suspension
  - d) Demotion, if applicable
  - e) Discharge
1. Any and all discipline, for just cause, is the prerogative of the Board.
  2. During periods of suspension, as a result of disciplinary actions, the Paraprofessional shall not accumulate leave or vacation days nor shall he/she receive pay for holidays that occur during such suspension.
  3. Written warnings or other records of disciplinary action shall be dated and placed in the personnel file maintained on each Paraprofessional. The Board will not use this material against a Paraprofessional after it is two years old and said

Paraprofessional has not had any other warnings or other written record of disciplinary action in the intervening period.

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

##### Definitions

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

Layoff shall mean a reduction in work force.

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

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

##### Displaced

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

##### Layoff

1. In the event the Board decides it is necessary to reduce the Paraprofessional staff, layoffs will be based on seniority with the least senior to be laid off first, in accordance with Article II, Section 3. The Superintendent or his/her designee will provide written notice of layoff to individual Paraprofessionals.
2. Beginning with the least senior Paraprofessional, the Board will layoff enough positions to allow any displaced Paraprofessional an opportunity to bid on jobs that are comparable to his/her previously held position.
3. The Chapter Chairperson shall be given a current seniority list identifying Paraprofessionals affected by the layoff.
4. Paraprofessionals laid-off shall be given the opportunity to be employed as permanent substitutes, if qualified, for any person on short-term leave. In addition, any Paraprofessional may elect to become a daily substitute to be paid on a daily basis and given priority for such employment over other substitutes.
5. A Paraprofessional who is laid-off shall remain on recall equal to the number of years that Paraprofessional had been employed by the District.
6. A Paraprofessional who may be placed on layoff will be given a minimum of seven (7) calendar days notification prior to intended layoff.

### Recall Procedure

1. A recall list will be distributed electronically to all laid-off Paraprofessionals.
2. Each laid-off Paraprofessional must submit a letter of interest for all jobs on the recall list, within his/her classification or lower, with position(s) listed in order of preference.
3. A Paraprofessional on a leave of absence, who submits a letter of interest, will be placed on recall according to seniority.
4.
  - a) Recall will begin with the person with the most seniority. The Paraprofessional will be placed in his/her first choice according to his/her letter of interest. The Paraprofessional will be moved to the bottom of the recall list for failure to provide adequate and/or appropriate preferences.
  - b) If the position is already filled, the Paraprofessional will be placed in his/her next choice. This placement will not reflect an increase in wages or an increase in time of more than fifteen (15) minutes per day. The parties agree that certain positions required NCLB Highly Qualified status.
  - c) The Paraprofessional shall be offered a position in a lower classification, if all the positions within his/her classification are filled.
  - d) This process will repeat until the Paraprofessional is placed in a position.
  - e) The next senior Paraprofessional will then be placed according to the above practice and this process will be repeated until the recall list is exhausted.
5. If not distributed during the school year, notice of recall shall be sent to the Paraprofessional at his/her last known address by mail.
6. Each Paraprofessional is responsible for keeping the Board advised, in writing, of any change of address.
7. At the close of the recall process, the Chapter Chairperson will receive a revised seniority list and a list of those remaining on lay-off (according to seniority date).
8. Following recall any unfilled position must be posted according to vacancy procedures (Article III, Section 6).
9. A Paraprofessional who is recalled for a position will be notified no less than seven (7) calendar days prior to placement.

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

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

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

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

## **Section 6 - Posting Procedures**

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

1. All Paraprofessional vacancies will be distributed electronically to all members of the Paraprofessional group for a period of five (5) working days. Minimum qualifications will be indicated on all postings.
2. Information listed on the vacancy notice will include the title, classification, number of work hours per day, start time and end time, and the building in which the position is to be filled; the date the position was posted; and the deadline to submit the online application.
3. Positions shall be filled by current Paraprofessionals based on seniority and minimum qualifications for the position, prior to the employment of outside personnel.
4. Secretarial vacancies will be distributed electronically to all Paraprofessionals.
5. A hard copy of the vacancy notices will be sent to any Paraprofessional who notifies the District in writing.
6. During the summer months, any vacancies for the following school year will be sent to the employee's District email address, and posted on the District's website for a period of ten (10) calendar days. An electronic copy will be sent to any Paraprofessional's personal email address who notifies the District in writing. This period will begin on the official last day of school for Paraprofessionals and end the week prior to the start of the school year.

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

## **Section 7 - Experience Levels**

Entrance Level:	A 180 day probationary period provides Paraprofessionals an opportunity to become familiar with performance responsibilities.
Intermediate Level:	Paraprofessionals become eligible for advancement to Intermediate Level after completion of 180-day probationary period.
Maximum Level:	Paraprofessionals become eligible for advancement to Maximum Level after two years' service, with the Principal's recommendation that optimum growth has been attained in achieving performance responsibilities.

## **Section 8 - Evaluation**

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

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

## **Section 9 - Bus Aides**

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

If after the fourth week of the start of the first or second semester previous bus runs change by fifteen (15) minutes or more, a Bus Aide may opt to take the run of someone with less seniority.

## **Section 10 - Transportation Monitors**

This is a position(s) of a minimum of 30 minutes per day (15 AM/15 PM) to assist the building principal managing the students who ride the bus. The Human Resources Director will determine the need for this position by the third week of school.

## **Section 11 - Salary Conditions**

Pay periods shall be of two (2) weeks duration with payroll checks being electronically deposited to the Paraprofessional's designated financial institution.

## **ARTICLE IV - SENIORITY**

### **Section 1 - Seniority**

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

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

### **Section 2 - Probationary Employees**

1. New Paraprofessionals shall be on probation for the first one hundred eighty (180) consecutive days of employment during their work year.

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

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

### **Section 3 - Seniority List**

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

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

### **Section 4 - Loss of Seniority**

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

1. He/she quits.



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

**Section 5 - Seniority Protection**

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

**ARTICLE V - LEAVES OF ABSENCE**

**Section 1 - Leave Days**

Any Paraprofessional finding it necessary to be absent from work because of illness or legitimate use of his/her leave day(s) in accordance with present Board policy, must notify his/her immediate supervisor and record the absence in Aesop prior to the start of their respective shift. These days are prorated for part-time and fractional school year Paraprofessionals based on a (7) seven-hour day.

1. The Board will provide a maximum of six (6) leave days without loss of pay to the Paraprofessional according to the following schedule (bold dates are the days the leave days are loaded):

<b>September 1<sup>st</sup> to December 7<sup>th</sup></b>	<b>December 8<sup>th</sup> to March 14<sup>th</sup></b>	<b>March 15<sup>th</sup> to June 20<sup>th</sup></b>
Two (2) Days	Two (2) Days	Two (2) Days

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

3. When using accumulated leave days during the school year, these days shall be payable at the rate of pay the Paraprofessional earned at the time the leave days were loaded.
  4. Accumulated leave days in excess of 30 will be paid annually to the Paraprofessional each year at the appropriate substitute daily rate. The payment will be included in the final check.
  5. Leave days must be arranged 24 hours in advance except in emergencies. These days may be used to extend a bereavement leave.
  6. Leave days immediately preceding or following a holiday must be approved in advance, except when for personal illness - accompanied by a doctor's note. Leave days preceding a holiday may be granted in the following situations:
    - a) for surgery, accidents, serious illness, or injury to an immediate family member;
    - b) for bereavement of a non-immediate family member;
    - c) when travel is needed to attend to an immediate family member's needs.
  7. When applicable, leave days preceding or following a holiday/vacation break must be requested in writing.
  8. Leave days used consecutively must be approved in advance, except for emergencies.
  9. Accumulated leave days/hours will be added to the Aesop system.
3. Please be advised that paraprofessional positions that require substitute coverage will follow the revised procedure listed below:
1. Enter your absence in Aesop; enter as "No substitute needed";
  2. Try to locate a current paraprofessional within the bargaining unit to fill your absence;
  3. Notify HR if a current paraprofessional within the unit is not available. Your absence will be updated to indicate the need for a substitute and Aesop will start calling paraprofessionals on your Preferred Substitute List.

## **Section 2 - Bereavement Days**

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

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

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

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

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

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

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

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

### **Section 6 - Leave of Absence**

Any paraprofessional with a minimum of one (1) year seniority may apply for a leave of absence without pay, unemployment, or fringe benefits. Such leaves shall not be withheld unreasonably, and the individual's seniority and pay rate will remain frozen during this time. No leave will be granted for a different reason immediately following initial intention unless a person has returned to work for one year -- (i.e., a person on a military leave cannot change to another type leave until he/she has returned to work for at least one year). Leaves used for purposes other than those reasons for which they were granted shall be null and void.

Any request for a leave of absence shall be submitted, in writing, at least thirty (30) days prior to the time of leave to the Director of Human Resources. No leave shall be granted without approval or commence without written verification from the Human Resources Department.

Leaves of absence shall be granted for a period, not to exceed one (1) calendar year.

A leave of absence shall be for a definite period of time with a specific expiration date. An employee being granted such leave shall be required to report for duty upon expiration of

the leave. Upon return from leave, the employee shall be placed for immediate reinstatement to the employee's former position.

No leave of absence shall be given for the purpose of obtaining other employment. An employee's seniority, as well as employment and recall rights, will terminate if the employee obtains other employment during a leave of absence.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

Grievance shall mean, a complaint submitted, in writing, by a Paraprofessional or a group of Paraprofessionals within the bargaining unit, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

### **Section 1 - Procedures**

1. A grievance submitted under the following procedure may be withdrawn by the Chapter Chairperson or his/her designee and/or the Union at any step of the grievance procedure, without prejudice. Such grievance, once withdrawn in writing, shall be considered by all parties as having been satisfactorily settled.
2. Failure of the Chapter Chairperson or his/her designee to file a grievance or appeal within the specified time limit, at any step of the grievance procedure, shall constitute the grievance as being dropped.
3. Failure to respond to a grievance within the time limit prescribed at any step of the grievance procedure shall be considered as an unsatisfactory response and the grievant may proceed to the next step in the grievance procedure.
4. Grievances, as defined, shall be presented and adjusted in accordance with the following procedure:
  - a. The Paraprofessional may discuss items he/she believes are grievances with his/her Steward or the Chapter Chairperson or his/her designee, before his/her shift begins or after it ends, except for a clearly recognized emergency.
  - b. The Steward or Chapter Chairperson or his/her designee must informally discuss a grievance with the immediate Supervisor of the member(s) initiating the complaint.

#### **STEP I:**

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

- c. The immediate Supervisor shall respond, in writing, to the grievance and tender it to the Chapter Chairperson or his/her designee, within ten (10) working days of the receipt of the written grievance.

STEP II:

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

STEP III:

- a. If the decision of the Human Resources Director and/or his/her designee is not satisfactory to the Union, within ten (10) working days thereafter, the Union will notify the Human Resources Director, in writing, of its intent to arbitrate.

Within ninety (90) days of the written demand for arbitration, the Union shall notify of the arbitrators from the permanent panel of arbitrators who are listed in the contract. Selection shall be made on a rotation basis with arbitrator being listed first as one who will hear the first case. The next arbitrator on the list will hear the second and so on until each arbitrator shall have heard one case and then go back to the first name at the beginning of the list. An arbitrator may be removed off the list by written consent of both parties. All arbitration hearings shall be governed by the rules of the American Arbitration Association.

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

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

- b. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.
- c. The Chapter Chairperson will be allowed to seek the advice and counsel of, and to have present at any hearing on a step in the grievance procedure, parent Union Representation.
- d. The parties agree that the following arbitrators shall serve on the panel of grievance arbitrators and picked on a rotating basis:
  - 1. William Daniel
  - 2. Ildiko Knott
  - 3. Mark Glazer
  - 4. Elliot Beitner
  - 5. Mario Chiesa

## **ARTICLE VII - HOLIDAYS**

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

Thanksgiving Day  
Friday after Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day

## **ARTICLE VIII - EMPLOYEE COMPENSATION**

### **Section 1 - Longevity Pay**

Longevity pay for all Paraprofessionals is as follows:

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

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

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

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

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

### **Section 3 - Mileage**

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

### **Section 4 - Additional Work Time**

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

## **ARTICLE IX - INSURANCE PACKAGE**

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

Maximum level Paraprofessionals who are regularly employed for five (5) hours or more per day will be eligible to receive optical insurance. Paraprofessionals who enroll in optical insurance coverage as stated above will be responsible for any increase in premiums incurred by the District higher than \$10.00 per month per member.

Paraprofessionals who work less than five (5) hours per day may elect to enroll in optical coverage during the open enrollment period with the total cost of the premium payroll deducted. The District has the right to change service providers with comparable coverage.

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

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

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

## **ARTICLE X - DURATION AND SEVERABILITY**

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

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

**Section 2 - Successor Clause**

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

**Section 3 - Duration of Agreement**

This Agreement shall be effective as of July 1, 2019, and shall continue in full force and effect until June 30, 2022. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, 2022.

**APPENDIX A - WAGE SCHEDULES**

**APPENDIX A  
WAGE  
SCHEDULES**

<b>2019-2020</b>	<b>Entrance</b>	<b>Intermediate</b>	<b>Maximum</b>
<b>Classification I</b>	\$12.46	\$13.70	\$14.51
<b>Classification II</b>	\$12.05	\$13.30	\$14.10
<b>Classification III</b>	\$11.29	\$12.52	\$13.64

\*\*2019-2020 Base Wage will increase by 3%, effective October 23, 2019.

<b>2020-2021</b>	<b>Entrance</b>	<b>Intermediate</b>	<b>Maximum</b>
<b>Classification I</b>	\$12.46	\$13.70	\$14.51
<b>Classification II</b>	\$12.05	\$13.30	\$14.10
<b>Classification III</b>	\$11.29	\$12.52	\$13.64

<b>2021-2022</b>	<b>Entrance</b>	<b>Intermediate</b>	<b>Maximum</b>
<b>Classification I</b>	\$12.46	\$13.70	\$14.51
<b>Classification II</b>	\$12.05	\$13.30	\$14.10
<b>Classification III</b>	\$11.29	\$12.52	\$13.64

\*\*August 2020, a 1% off schedule payment to be made to all paraprofessionals who were in membership at the time of ratification.

"Me-too" in the event there is a wage increase with any other bargaining group in South Lake District, then the Paraprofessional Chapter will receive the same increase.

In June, 2020 – Reopener to negotiate the probationary period found in Article III – General Provisions Affecting Employment, Section 7 – Experience Levels and, Article IV, Seniority, Section 2 – Probationary Employees.



## APPENDIX B - CLASSIFICATIONS

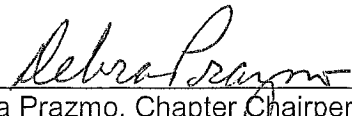
<b>CLASSIFICATION I - Assistants &amp; Tutors and Leaders</b>	
Title	Hours Per Day
Behavior Management Assistant:	
03 AI (Autistic Impairment)	5 - 7
03 CI (Cognitive Impairment)	5 - 7
03 EI (Emotionally Impairment)	5 - 7
03 ECSE (Early Childhood Special Education)	3.5 - 7
<b>Culinary Arts Assistant</b>	<b>5-7</b>
<b>Latchkey Leader</b>	<b>5-7</b>
Media Assistant	5 - 7
Office Assistant	5 - 7
Responsibility Room Assistant	5 - 7
<b>CLASSIFICATION II - Aides</b>	
Title	Hours Per Day
Breakfast Aide	Based on Student Need
Building Aide	Based on Student Need
Bus Aide	Based on Student Need
Classroom Aide:	Based on Student Need
03 Developmental Aide	
03 Preschool Aide	
03 Inclusion Aide	
03 Kindergarten Aide	
03 One-on-One Aide	
03 Teacher Aide	
Health Aide	Based on Student Need
Latchkey Aide	Based on Student Need
<b>CLASSIFICATION III - Helpers &amp; Monitors</b>	
Title	Hours Per Day
Choice-Time Monitor	1 - 1.5
Classroom Monitor	Based on Student need
Noon Monitor	1 - 1.5
Office Helper	1 - 2.5
School Monitor	Based on Student Need
Security Monitor	3.5 - 7
Transportation Monitor	Based on Student Need

IN WITNESS WHEREOF we have set our hands to the Agreement with the intent that the executive hereof shall be deemed to be complete as of November 20, 2019.

BOARD OF EDUCATION of the  
District of SOUTH LAKE SCHOOLS

LOCAL 2457 of AFSCME, COUNCIL 25

By   
Michael Damiani, President

By   
Debra Prazmo, Chapter Chairperson

By   
Robert Penn, Vice-President

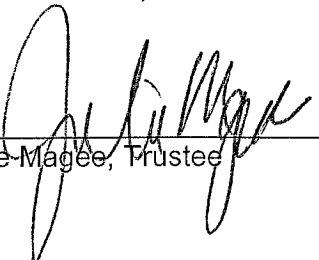
By   
Marsha Salome, Bargaining Team Member

By   
Kelly Gattuso, Secretary

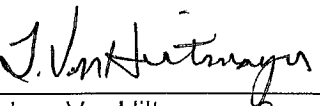
By   
Paul Long, AFSCME Council 25


By \_\_\_\_\_  
Melissa Gordon, Treasurer

By \_\_\_\_\_  
Lois Cardenas, Trustee

By   
Julie Magee, Trustee

By \_\_\_\_\_  
Renard Morey-Greer, Trustee

By   
Theodore VonHiltmayer, Superintendent

By   
Frank Thomas,  
Dir. Bus. & H.R.