

**ARTICLE I**

**AGREEMENT**

This agreement is entered into by and between the Corunna Public Schools District, Corunna, Michigan, hereinafter referred to as the EMPLOYER, and the Michigan Educational Support Personnel Association, hereinafter referred to as the ASSOCIATION.

**ARTICLE II**

**DEFINITIONS**

- A. The term EMPLOYER when used in this Agreement shall refer to the Corunna Public Schools District, Corunna, Michigan, and its administrative agents.
- B. The term ASSOCIATION when used in this Agreement shall refer to the Michigan Educational Support Personnel Association.
- C. The term EMPLOYEE when used in this Agreement shall refer only to a person employed by the Employer in the bargaining unit as defined in Article III. Pronouns of masculine or feminine gender shall include each other.
- D. The term BARGAINING UNIT when used in this Agreement shall refer to all employees of the Employer in the bargaining unit as defined in Article III.
- E. The term FULL-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work thirty hours or more per workweek. All previous full-time employees at twenty-seven and one-half (27 ½ ) hours or more per work week will be grandfathered at full-time status for the purpose of insurance benefits.
- F. The term PART-TIME EMPLOYEE when used in this Agreement shall refer to an employee that is regularly scheduled to work less than thirty hours per week.

**ARTICLE III**

**RECOGNITION**

Pursuant to and in accordance with all applicable provisions of Act No. 176 of the Public Acts of 1939, as amended, or Act 336 of the Public Acts of 1947, as amended, the Employer

hereby recognizes the Association as the certified and exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment, for all full-time and part-time paraprofessionals employed by the Employer.

Supervisory and executive personnel, substitutes and all other employees of the Employer are expressly and specifically excluded from the bargaining unit as hereinbefore defined.

#### **ARTICLE IV**

##### **ASSOCIATION RIGHTS**

- A. The Association and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that the use of meeting room facilities is scheduled with the building principal or his designee.
- B. Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.
- C. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided in each building or facility to which bargaining unit members may be assigned.
- D. The Employer agrees to furnish the Association, in response to reasonable requests, all available information as provided under the Freedom of Information Act.
- E. At the beginning of each school year the Association shall be credited with a maximum of seven (7) days, without pay, to be used by officers of the Association for Association business. Such use will be at the discretion of the Association. Unused days will not be

accumulated for use in succeeding years. The Association agrees to notify the Employer no less than forty-eight (48) hours in advance of taking such leave. No more than two (2) officers of the Association shall be absent at one (1) time while using days for Association business. Example: Two (2) officers of the Association, each using three and one-half (3 ½) days to attend a conference, would use up the total available time for one (1) year.

## **ARTICLE V**

### **BARGAINING UNIT MEMBER RIGHTS AND PROTECTION**

- A. Pursuant to the Michigan Public Employment Relations Act, as amended (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join and support the Association and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. As duly-elected body exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA or other laws of Michigan, or the United States of America, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any bargaining unit member with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association or collective negotiations with Employer; his/her institution of any grievance, complaint or proceeding under this Agreement; or otherwise with respect to any terms or conditions of

employment. No bargaining unit members shall be prevented from wearing insignia, pins or other identification of membership in the Association at any time by the Employer.

- B. Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights she/he may have under the Michigan General School Laws or other applicable State or Federal laws or regulations.
- C. The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member, or lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit members.
- D. The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap.
- E. No bargaining unit member shall be disciplined without just cause. The term “discipline” as used in this Agreement includes reprimands, suspensions with or without pay, and discharges. The specific grounds for disciplinary action, as defined above, will be presented in writing to the bargaining unit member and the Association no later than at the time discipline is imposed.
- F. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting, which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining

unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- G. Each employee shall have the right to examine the contents of the official personnel file being maintained by the Employer on such employee, excluding confidential pre-employment credentials, statements and inquiries. To examine the file, the employee shall make an appointment with the office of the Superintendent of Schools. The superintendent or his designee shall be present when the employee examines her file. If the employee so desires she may be accompanied by a representative of the Association during this review.
- H. The employee shall have an opportunity to review and receive copies of employment related material, namely, evaluations, written complaints, letters of commendation and notices of discipline prior to placement in the employee's personnel file. If an employee objects to materials, feels it is incomplete, or objects to a reprimand, she may put her objection in writing and have it attached to the material or reprimand that it is to be placed in her personnel file.
- I. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury.

## **ARTICLE VI**

### **ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTION**

- A. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a service fee to the

Association pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Service fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Association shall, pursuant to this article, pursue legal remedies in court against those members who are in non-compliance with the provision of the contract. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Pursuant to *Chicago Teachers Union v Hudson*, 106 S CT 1066 (1986), the union has established a "Policy Regarding Objectives to Political-Ideological Expenditures". That Policy, and the Administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-union bargaining unit members.

- B. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlines in the MEA Constitution, By-laws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification non-members of the fee for that given school year.
- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member, and make appropriate remittance for, health insurance, annuities, MEA/NEA PAC contributions, savings bonds, auto insurance, credit union and any other board approved program.

## **ARTICLE VII**

### **RIGHTS OF THE EMPLOYER**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the laws of the State of Michigan and of the Federal Government of the United States. It is expressly agreed that all rights, which ordinarily vest in and have been exercised by the Board, except those, which are relinquished within the terms of this Agreement by the Board, shall continue to vest exclusively in and be exercised by the Board. Such rights shall include, by the way of illustration and not by way of limitation, the following – except those areas specifically modified, agreed to or expressly limited by this Agreement.
  - 1. Manage and control its business, its equipment and its operations, and to direct the working forces and affairs of the Board.

2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days.
3. Direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Establish qualifications and then determine qualifications of the employees.
6. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
7. Establish course of instruction and in service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the work-day.
8. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
9. Continue the right to determine job content.
10. Determine all methods and means to carry on the operation of the schools.

B. 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 judgement and discretion in connection therewith shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and the laws of the State of Michigan and Constitution and the laws of the United States.

## **ARTICLE VIII**

### **SENIORITY**

- A. Seniority shall be defined as the length of service within the district as a member of the bargaining unit.
- B. There shall be no seniority among probationary employees. Employees shall be considered probationary employees for the first ninety (90) days worked by such employees following their hire as a regular full-time or regular part-time bargaining unit employee. Probationary employees will receive a review of their performance from the building principal at the end of sixty (60) days of the ninety (90) day probationary period.
- C. When an employee successfully completes the probationary period she shall be entered on the seniority list. Accumulation of seniority shall begin from the employees last date of hire as a regular full-time or regular part-time employee.
- D. If two (2) or more employees have the same seniority date, they shall be ranked by the last four (4) numbers of their respective social security number, the employee with the highest number being given the highest rank.
- E. Employees on leave of absence due to sickness or disability for periods of one (1) year or less shall continue to accumulate seniority during such periods of absence. Employees on lay-off shall not accumulate seniority during such period of absence.
- F. In October of each year the Employer shall furnish the Association with a list of all employees in the bargaining unit showing the seniority ranking of each employee. A copy of this list shall also be posted on the employee bulletin board, and copies for each bargaining unit member shall be furnished to the Association. Any employee who

believes her seniority to be incorrect should notify the superintendent or his designee within thirty (30) calendar days.

- G. An employee shall lose her seniority for the following reasons:
1. She voluntarily terminates her employment.
  2. She is discharged, and such discharge is not reversed through the grievance procedure.
  3. Retirement.
  4. Transfer to a non-bargaining unit position.
  5. If she does not return to work as instructed in the notice of recall from lay-off.
  6. If laid off for a period equal to her seniority or two (2) years, whichever is less.

## **ARTICLE IX**

### **GRIEVANCE PROCEDURE**

- A. A grievance shall be an alleged violation of the expressed terms of this contract. It is understood that this Procedure shall not apply to those areas not included in this Agreement, and shall not be the basis of any grievance filed under the Procedure outlined in this article.
- B. Any employee having a specified grievance shall take the matter up with his/her building principal within fifteen (15) work days of its alleged occurrence, who shall attempt to adjust the matter, consistent with the terms of this Agreement, within three (3) work days. If the employee so requests, the building principal will arrange to have the employee's Association representative to represent him/her. The employee will not be required to

continue discussion of the grievance after he/she has given all facts and requested relief to the building principal if he/she does not desire to do so.

- C. Discussion and settlement of grievances and other work related Association business will be handled at a mutually acceptable time that will not interfere with the regularly scheduled workday, but in case of emergency requiring immediate action, they will be discussed at the time of occurrence.
- D. Grievances, which are not so settled, shall be reduced to writing on appropriate forms signed by the employee within ten (10) workdays. A copy shall be given to the building principal, who shall attempt to settle the matter and will give his answer within five (5) regular working days.
  - 1. Prior to the time when a grievance is put into writing, or during the course of the grievance Procedure, any member of the grievance committee may review the facts on which the grievance is based, or the claims made by the grievant, with the appropriate principal.
  - 2. When a grievance is put into writing, there will be included or attached sufficient information so that it will be readily possible to determine the identity of the grievant(s), the date(s) when the grievance(s) occurred, the facts of the situation which created the grievance, and other such information as will make it plain what the facts are which are claimed as the basis of the grievance. The written grievance shall also state clearly what relief is being sought.
  - 3. When written answers to grievances are required, and the grievance complies with Sections A and B, above, the answer, if favorable to the grievant, will describe exactly what will be done in settling the grievance. If the grievance is denied, the principal will so state.
- E. If the grievance is not settled by the building principal, it may then be submitted to the superintendent or his designated representative, who shall arrange a meeting to be held within ten (10) working days from receipt of grievance to discuss the grievance. He shall give his answer, in writing, within five (5) working days after said meeting.

- F. If the answer is not acceptable to the grievance, the grievance may be appealed to the Board by sending a written notice, with a copy of the grievance to the Secretary of the Board within ten (10) working days from the date the answer is received by the Association from the superintendent. At the next regular meeting of the Board after the date of the appeal, the Board will hold a meeting with the Association to attempt to satisfactorily resolve the grievance. Within ten (10) working days from the date of the meeting with the Board, the Board shall answer such grievance in writing.
- G. If, at any point in the grievance procedure, time limits are not followed by the Board, the grievance may be forwarded to the next step in the grievance procedure.
- H. If the Association is not satisfied with the disposition of the grievance at the Board level, it may, within ten (10) days after the decision of the Board, in writing, request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to preemptorily strike not more than three (3) names from the list of arbitrators.
- I. Neither party may raise a new defense or ground at the arbitration level not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) days prior to the hearing a pre-hearing statement alleging facts, grounds and defenses which will be proven at the hearing, and hold a conference at that time in an attempt to settle the grievance.
- J. The decision of the arbitrator shall be final and conclusive, and binding upon employees, the Board and the Association, subject to the right of the Board or the Association to

judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.

K. Powers of the arbitrator are subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or to change any salary.
3. He shall have no power to change any policy or regulation of the Board not covered by the contract specifically.
4. He shall have no power to decide any question, which under this Agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities.
5. He shall have no power to interpret state or federal law.
6. He shall not hear any grievance previously barred from the scope of the grievance procedure.
7. He shall have no power to decide any question, which under this Agreement, is within the responsibility of the Board, and shall so construe the Agreement in that there will be no interference with such responsibilities except as they may be specifically conditioned by this Agreement.

L. After a case on which the arbitrator is powered to rule hereunder has been referred to him it may not be withdrawn by either party, except by mutual consent.

M. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the dispute will be settled in arbitration.

N. No more than one (1) grievance may be considered by the arbitrator at the same time, except upon expressed written mutual consent, and then only if they are of similar nature.

- O. The cost of the arbitrator shall be borne by the party which loses, except in the case of a split decision, when it shall be borne equally by the parities. Each party shall assume its own cost for representation, including any expense of witnesses.
- P. Where no wage or fringe benefit loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustment and the arbitrator shall have no power to order one.
- Q. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filled initially.

## **ARTICLE X**

### **WORKING CONDITIONS**

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health or safety. No bargaining unit member shall be required to enter a building alone or to be left alone in a building. The Employer shall provide adequate lounges and restrooms for bargaining unit members' use.
- B. The Employer shall support and assist bargaining unit members with respect to the maintenance of control and the discipline of students in the bargaining unit member's assigned work area. The employer, or its designed representative, shall take reasonable steps to relieve the bargaining unit member of responsibilities in respect to students who

repeatedly violate rules and regulations. No bargaining unit member shall be required to dispense or administer medication.

- C. Those employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as fire, epidemics, mechanical breakdowns or health conditions as defined by the city, county or state health authorities, will not be paid for such days. Such employees may be required to work on any rescheduled days of student instruction, which are established by the Board and will be paid at their regular rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.
- D. Employees who have part of their work schedule canceled because of school closing during the day will be paid for their full work schedule, provided they have already reported to work at their assigned work site. Employees, at the discretion of the building principal, may be required to work beyond the time that the school day has been canceled, but no longer than their regular daily assignment.
- E. If the state legislature and/or courts amend or modify the current snow-day legislation, the parties shall then meet to review the changes in the legislation and provide needed adjustments.
- F. The Board recognizes that paraprofessionals need to receive current information on students who have “special needs” in a timely manner as determined by the administration, particularly if the administration determines that paraprofessionals may have some responsibility in administering additional assistance to these students. This assistance could take the form of assisting the teacher, or other paraprofessional who may be assigned to the student. In accordance with this, the Board will provide necessary

training as determined by the administration to acquaint paraprofessionals with various management procedures, which may include but not be limited to medical procedures, etc.

## **ARTICLE XI**

### **WORK YEAR AND WORK DAY**

- A. The normal work year for bargaining unit members is 180 days. The normal workday for bargaining unit members shall be, depending upon their assignment, from one (1) hour to seven and one-half (7 ½) hours per day. A thirty (30) minute lunch period shall be provided, without pay, to each five (5) hour or more employee.
- B. The normal work year and workdays, as defined above, is not to be construed as a guarantee of hours worked per day or days worked per year.

## **ARTICLE XII**

### **VACANCIES**

- A. A vacancy shall be defined as any newly created position, or existing position that is not filled by a bargaining unit member after all appropriate adjustments within the bargaining unit, including those on lay-off, have been made by the administration. These adjustments shall include involuntary transfers and reassignments to accommodate the recall of laid off bargaining unit members. Once the above process has been completed, the resulting vacancy will be posted in accordance with Section C of this Article.
- B. Bargaining unit members who wish to indicate to the superintendent or his designee their preference for a voluntary change in assignment shall so indicate, in writing, no later than the last workday of each school year.

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

- C. Job vacancies shall be posted for a period of ten (10) calendar days on a bulletin board in each school building. The job postings will consist of the title, location and rate of pay. During those periods when school is not in session (i.e., summer, winter and spring vacations) the Employer also agrees to mail the Association president, or her designee, a copy of position vacancies as they are posted. Interested bargaining unit members may apply, in writing, to the superintendent or his designee within the ten (10) calendar day posting.
- D. Job awards shall be made first to the most senior qualified applicants. Attendance, discipline records, evaluations, and work experience shall be considered in determining the qualifications of an applicant. For newly created positions or where there are no qualified applicants for existing positions, the job will be awarded to qualified applicant (to include non-bargaining unit personnel) with consideration given to attendance, discipline records, evaluations and work experience in determining the qualifications of an applicant. Where qualifications are determined by the Board to be comparable, a qualified internal applicant will be given first consideration over an applicant not already employed by the Board. Each individual candidate is responsible for ensuring, at the time of application, that her employment record an/or application accurately reflects those job skills, experience, training and other qualifications she desires the Employer to consider in evaluating her candidacy.
- E. Seniority candidates shall be given preference over non-bargaining unit candidates, provided they fully meet the requisite skills as established for the specific job vacancy

and the employment record indicates that there is a reasonable expectancy that she is qualified to perform the job.

F. Applicants must meet general qualifications along with general and specific duties as outlined in the administrative guidelines required for the position. Postings shall include any special qualifications as required to fulfill the duties.

G. In the event that a position exists that appears to be temporary in nature, the union will be notified in writing that the position exists. A temporary position is one that will not be in existence for more than one school year without either being eliminated or posted and filled as a regular vacancy. The Board may fill the temporary position according to the following guidelines;

1. The position will be filled, when possible, by a current aide whose work schedule is compatible with the temporary position. The applicant with the most seniority in that building will be given the temporary position and corresponding pay rate for the hours worked in the temporary position.
2. The employee will be notified in writing that the position is temporary and may cease to exist at anytime.
3. Temporary employees will continue to receive rights based on service time.
4. In the event that no bargaining unit members can be found in the building to fill the temporary position, members from other buildings will be considered in order of seniority if their work schedule is compatible.
5. In the event that no bargaining unit members can be found to fill the temporary position applicants from outside the unit may be considered. In the event that this happens, those employees will not be bargaining unit members until such time that their temporary status changes.

## ARTICLE XIII

### REDUCTION IN WORK FORCE

A. It is hereby specifically recognized and agreed that it is within the sole discretion of the Employer to eliminate positions and/or reduce its work force. In order to affect an orderly lay-off and recall of personnel, the employer agrees that those terms and conditions, as hereinafter provided shall be observed.

#### 1. **Lay-off Procedure**

- a. Except as other wise provided in subparagraph b, wherein the employer has decided to reduce its staff, probationary employees shall be laid off first. If further reduction of personnel is necessary, part-time seniority employees shall be laid off in inverse order of seniority, meaning those with the least seniority will be laid off first. If further reduction of personnel is still necessary, then full-time seniority employees shall be laid off in inverse order of seniority, meaning those with the least seniority are to be laid off first.
- b. The aforementioned order of lay-off is expressly and specifically conditioned upon the more senior part-time or full-time employees being qualified to perform the duties of the probationary, or less senior, part-time or full-time employees being laid off. in those situations where the senior employees lack the qualifications to fill the available positions, in the judgement of the employer, the next more senior employee shall be laid off and the probationary employee or less senior part-time of full-time employee continued in employment.
- c. Employees to be laid off for an indefinite period of time will be notified at least fourteen (14) calendar days prior to the start of the lay-off.

#### 2. **Recall Procedure**

- a. Recall of employees will be in the inverse order of lay-off as above prescribed. In situations where a senior employee lacks the qualifications to fill the available position, she shall be by-passed, and the next highest seniority employee with the requisite qualifications, as determined by the Employer, shall be offered the position.

- b. Notice of recall shall be sent to the employee at her last known address by registered or certified mail, return receipt requested. The employee shall notify the Employer of her intent to return on the date specified in the notice within seventy-two (72) hours of receipt of notice, excluding Saturdays, Sundays and holidays. If an employee fails to notify the Employer of her intent to return within this seventy-two (72) hours, shall be considered a quit and thereby forfeit all future recall rights.
- B. An employee's lay-off shall terminate her entitlement to unearned wages, employer-paid insurance and other benefits under the terms of this Agreement. A laid off bargaining unit member, upon application, may continue his/her health benefits through the Corunna Public Schools. He/she may do so for a period of time allowed by the insurance company or by law. The bargaining unit member shall remit to the employer the required sums within such time said premiums are due and shall hold the employer harmless from failure to pay such premium in a timely fashion.
- C. A laid off employee, upon application, and at his/her option, may be placed on the substitute aide list.
- D. No new employee shall be hired for a bargaining unit position while employees are on lay-off, unless there are no laid off employees with the necessary qualifications available to perform the duties of the position which is vacant. If all laid off employees have been recalled to duty via the provisions stated above, then that employee with the most bargaining unit seniority and qualifications, as determined by the Employer, shall be selected for the position.

#### **ARTICLE XIV**

##### **PAID LEAVES OF ABSENCE**

- A. Bargaining unit members shall be granted a maximum of three (3) working days of paid leave per death of immediate family members. Immediate family members shall be

interpreted as husband, wife, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, children and grandchildren, grandparents, step-parents and stepchildren. Unused funeral/bereavement leave shall not be cumulative. A one (1) day funeral leave will be granted after notification has been made in the case of death of a member of the extended family or close friend. This day will be deducted from either the paraprofessional's personal leave days or the accumulated sick leave, at the paraprofessional's option.

- B. Employees that are requested to report for jury qualification or service shall receive their pay from the employer for work time lost as a result of such appearance or service, less any compensation received for such jury service.
- C. Each bargaining unit member shall be credited with ten (10) days of sick leave per year, configured into hours based upon hours of daily employment, which shall accumulate from year to year to a maximum of ninety (90) days. The employer shall furnish each bargaining unit member with a written statement prior to the beginning of each school year stating the total accumulated sick leave credit for said bargaining unit member. In the first year of employment members will receive their sick days at the rate of one (1) per month.
- D. Absence from duty for illness in the immediate family shall be granted for up to five (5) days. These five (5) days, if used, will be deducted from the allotment of ten (10) sick leave days per year. Additional days may be granted at the discretion of the Superintendent.
- E. Each bargaining unit member shall be granted two (2) personal leave days per school year for personal business, which cannot be conducted outside of scheduled working

hours. Use of a personal leave day will not be deducted from the annual allotment of sick leave days. Personal leave days may not be used the day before or the day after holiday/vacation time. Request for personal leave shall be submitted, in writing, to the building principal, not less than twenty-four (24) hours prior to the date the employee desires to commence such leave. The two (2) days shall be at the employee's discretion where no statement of purpose for the leave day has to be provided. Unused personal leave days at the end of the school year will convert to sick leave. Additional time without pay may be requested from the Superintendent of Schools for extended family illness.

## **ARTICLE XV**

### **UNPAID LEAVES OF ABSENCE**

- A. Any bargaining unit member may be granted, upon request, a leave of absence without pay or other benefits, for a period not to exceed twelve (12) months, for the following:
1. Personal illness (physical or mental), disability or injury.
  2. A six (6) month leave of absence for prolonged illness in the immediate family, defined as mother, father, stepparents, spouse or children only.
  3. A leave for up to six (6) months for situations related to childbearing and/or childcare.
  4. A leave for up to six (6) months for other reasons as may, from time to time, be approved by the Employer.

Requests for such leave shall be presented to the superintendent or his designee and include the reason for the leave, along with notification of the beginning and approximate ending dates for such leave. At least thirty (30) days prior to the date a leave is scheduled to expire a bargaining unit member will notify the Employer, in writing, of his/her intent

to return to work. This thirty (30) day requirement may be waived at the discretion of the Employer.

During the leave period the seniority of the bargaining unit member shall accrue. The bargaining unit member granted a leave of absence, as stated above, shall be returned to the same position he/she previously held. Temporary vacancies resulting from bargaining unit members taking unpaid leave shall be filled at the discretion of the Employer.

- B. Intermittent unpaid days must be requested at least 72 hours in advance. Emergency situations will of course be considered for the hour limitation. It is also understood that such leave is not automatically granted and can be denied.

C. **The Family and Medical Leave Act of 1993 (F.M.L.A.)**

The Family and Medical Leave Act of 1993 (F.M.L.A.) provides that an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12 month period for one or more of the following:

Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

Because of the placement of a son or daughter with the employee for adoption or foster care.

In order to care for the spouse, or a son, daughter, or parent, of the employee, if such spouse, son, daughter, or parent of the employee has a serious health condition.

Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

For a serious health condition, an eligible employee may elect, or the Board may require the employee, to substitute any of the accrued paid personal leave or sick leave of the employee for leave.

Leaves of absence, up to a maximum of twelve work weeks as provided by the F.M.L.A., without pay will be granted by the Board upon application for a serious health condition of the employee, of a spouse, son, daughter or parent.

Where paid leave is used by the employee, the employer is required to provide only enough combined paid and unpaid leave to total twelve workweeks.

During this twelve-workweek absence, the employee will be entitled to Board paid insurance protection.

**“Parent”** means the biological parent or an individual who stood in loca parentis to an employee. The term **“son or daughter”** is defined as biological, adopted or foster child, a step child, legal ward, or a child of a person standing in loco parentis.

**“Serious Health Condition”** means an injury, illness, impairment, of physical or mental condition that involves either inpatient care in a hospital, hospice, or residential medical care facility, or, continuing treatment by a health care provider.

All provisions and procedures contained within this article will conform to the Statutory requirements provided under the F.M.L.A.

## **ARTICLE XVI**

### **RETIREMENT**

- A. Pursuant to Public Law 244 of 1974, the Board shall pay, on behalf of each employee, the employee’s contribution to the Michigan Public School Employees Retirement System.
- B. It is agreed that the Board shall have no obligation to make retirement contributions on behalf of the employee to the voluntary Member Investment Plan fund created by Public Act 91 of 1985. Contributions to that fund are the sole responsibility of the employee.

**ARTICLE XVII**

**INSURANCE**

A. The Employer shall provide for each full-time employee who applies for medical or hospitalization insurance, and whose spouse does not have better or comparable coverage through their respective employer, an amount paid toward the premium according to the following rate:

2005-2007	\$120.00 per month for single subscriber
	\$205.00 per month for two (2) or more persons

Such insurance will be the same plans, which are available to the teaching staff members of the Corunna Public Schools, which include the following:

1. MESSA Super Care I or MESSA Choices II protection for self, spouse and eligible dependents.

B. The Employer shall provide for full-time employees a \$20,000. term life insurance program without cost to the employee. Those part-time employees who work less than thirty hours per week shall receive a \$15,000. term life program without cost to the employee. In the event of accidental death and dismemberment, this insurance shall pay double the specified amount.

C. The Employer shall provide for full-time employees Long Term Disability coverage (66 2/3) without cost to the employee.

**ARTICLE XVIII**

**SAVINGS CLAUSE**

If any Article or portion thereof, of this Agreement, or any addendum thereto, should be held invalid by the operation of law or by any tribunal of competent jurisdiction, the remainder of the Agreement and/or addenda shall not be affected thereby, and the parties

shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or portion thereof.

## **ARTICLE XIX**

### **STRIKE PROHIBITION**

For the duration of this Agreement, the Association recognizes that strikes, as defined by Section 1 of Public Act 336 of 1947 of the State of Michigan, as amended, are contrary to law and public policy. The employer and the Association subscribe to the principle that differences shall be resolved by appropriate and peaceful means, in keeping with the high standards of education, without interruption of the school program.

## **ARTICLE XX**

### **HOLIDAYS**

The following days shall be designated and observed as paid holidays for bargaining unit members:

Labor Day

Thanksgiving Day

Christmas Day

Memorial Day

## **ARTICLE XXI**

### **NEGOTIATION PROCEDURES/COPIES OF THE AGREEMENT**

- A. It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent, in writing, between the

parties. Nevertheless, because of the special nature of the public education process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties.

- B. Negotiations between the parties on a successor Agreement shall begin at least sixty (60) days prior to the expiration of the contract term.
- C. There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Employer and one (1) by the Association. Copies of this Agreement shall be printed at the expense of the Employer within thirty (30) days after the Agreement is signed and presented to all bargaining unit employees now employed or hereafter employed by the Employer. The Employer will furnish to the Association five (5) copies of this Agreement in addition to those provided to the bargaining unit.

## **ARTICLE XXII**

### **ELIMINATION OF CLASSIFICATIONS**

Effective July 31, 1997, the following will apply concerning the MESPA group:

- 1. The intent of this contractual change is two fold:
  - a. To create one unit of paraprofessionals by dissolving the current two classifications
  - b. To streamline paraprofessional jobs upon retirement, et al, by combining hours.
- 2. There will be a two-year fold-in of wages, beginning in the 1997-1998 school year, to bring previous Class III employees up to the wages of Class II employees without harm to Class II employees.
- 3. Current and future paraprofessionals will be considered to be able to perform all paraprofessional jobs, including playground, classroom, office, cafeteria, et cetera, as assigned by management.

4. Common training for all paraprofessionals will be made available.
5. Hours available to work will be increased on the basis of building seniority with respect to availability in individual schedules.
6. Any paraprofessional with ten or more years experience as of July 31, 1997 will not be considered subject to the provisions of number three.

**CORUNNA PUBLIC SCHOOLS**  
**2005-2006 School Calendar**

Tuesday, August 23 through Thursday, August 25, 2005 *	Professional Development Days
Friday, August 26, 2005 *	Teacher Workday
Monday, August 29, 2005	Student First Day
Friday, September 2 through Monday, September 5, 2005	Labor Day Recess
October 26/27, 2005 *	Parent Teacher Conferences (Evening)
Wednesday November 23, through Friday, November 25, 2005	Thanksgiving Recess
Thursday, December 22, 2005 through Monday, January 2, 2006	Christmas Recess
Tuesday, January 3, 2006	Professional Development Day
Monday, January 16, 2006 *	Teacher Workday
Friday February 17, through Monday, February 20, 2006	Winter Break
Monday, April 3 through Friday, April 7, 2006	Spring Break
Friday, April 14, 2006	Good Friday
Monday, May 29, 2006	Memorial Day
Thursday, June 8, 2006	Students' Last Day
Friday, June 9, 2006 *	Teacher Record Day

**CORUNNA PUBLIC SCHOOLS**  
**2006-2007 School Calendar**

Tuesday, August 22 through Thursday, August 24, 2006 *	Professional Development Days
Friday, August 25, 2006 *	Teacher Workday
Monday, August 28, 2006	Student First Day
Friday, September 1 through Monday, September 4, 2006	Labor Day Recess
October 25/26, 2006 *	Parent Teacher Conferences (Evening)
Wednesday November 15, 2006	Professional Development
Wednesday November 22, through Friday, November 24, 2006	Thanksgiving Recess
Thursday, December 21, 2006 through Monday, January 1, 2007	Christmas Recess
Tuesday, January 2, 2007	Professional Development Day
Monday, January 15, 2007 *	Teacher Workday
Friday February 16, through Monday, February 19, 2007	Winter Break
Monday, April 2 through Friday, April 6, 2007	Spring Break
Monday, May 28, 2007	Memorial Day
Thursday, June 7, 2007	Students' Last Day
Friday, June 8, 2007 *	Teacher Record Day

**ARTICLE XXIV**

**WAGES**

**2005-2006**

**Class II Aides**

Probation	\$10.08
Years 1 & 2	10.27
Years 3 & 4	10.85
Years 5 & over	11.63

**2006-2007**

**Class II Aides**

Probation	\$10.29
Years 1 & 2	10.49
Years 3 & 4	11.08
Years 5 & over	11.87

**ARTICLE XXV**

**TERMS OF AGEEMENT**

This agreement shall be effective as of July 1, 2005 through June 30, 2007, and shall remain in full force and effect without change, addition or amendment.

**CORUNNA BOARD OF ECUCATION**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

**CORUNNA  
PARAPROFESSIONALS/MICHIGAN  
EDUCATION SUPPORT PERSONNEL  
ASSOCIATION**

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

