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AGREEMENT

*between the*

ALLEN PARK  
BOARD OF EDUCATION

*and the*

ALLEN PARK  
PARAPROFESSIONAL PERSONNEL  
AFSCME, Local 3138

2013, 2013/14, 2014/15, 2015/16

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## **AGREEMENT**

This agreement made and concluded in the City of Allen Park this 11<sup>th</sup> day of March, 2013, by and between the Allen Park Board of Education, Party of the first part, hereinafter called the "Employer" and Local 3138, Paraprofessional Employees, American Federation of State, County, and Municipal Employees, A.F.L.-C.I.O., Council #25, Party of the second part, hereinafter called the "Union".

## **PURPOSE AND INTENT**

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

## RIGHTS OF THE BOARD

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other Laws or regulations:

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operation.
2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
3. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
4. Determine the services, supplies, and equipment necessary to continue its operations.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, including health conditions.
7. Determine overall goals and objectives as well as the policies affecting the educational process.
8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
9. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.
10. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

**ARTICLE I**  
**Recognition**

- A. Pursuant to authority vested in the Michigan Labor Mediation Board, IT IS HEREBY CERTIFIED that Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO has been designated and selected by a majority of the employees of the above-named Employer, in the unit described below, as their representative for the purpose of collective bargaining and that pursuant to Section 26 and 27 of Act No. 176 of the Public Acts of 1939 as amended or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
  
- B. Unit: All Paraprofessional employees, Elementary, Secondary, Special Education Aides, Media Center Technicians, Computer Technicians, excluding Administrators and all Aides hired under Federal ESEA Funds.

**ARTICLE II**  
**Aid to Other Unions**

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

**ARTICLE III**  
**Agency Shop**

- A. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Board an assignment authorizing the deduction of professional dues in the Union, the amount of which shall be established by the Union. Such authorization shall be renewed each year. Pursuant to such authorization the Board shall deduct such dues from the second pay of the month and each month thereafter. Such sums deducted as dues or as a Representation Benefit Fee, subject to Subparagraph B hereof, shall be remitted not less frequently than monthly to the Union, accompanied by a list of employees from whom the deductions have been made.
- B. Any bargaining unit member who is not a member of the Union in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Representation Benefit Fee to the Union. The Representation Benefit Fee shall not exceed the amount of the Union dues collected from Union members. The bargaining unit member may pay such fee directly to the Union or authorize payment through payroll deduction, as herein provided. In the event that the bargaining unit member shall not pay such Representation Benefit Fee directly to the Union, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277 (7) and at the request of the Union, deduct the Representation Benefit Fee from the bargaining unit member's wages and remit same to the Union.
- 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. 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 Union's notification to non-members of the fee for that given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. The Union shall hold the board harmless for any and all claims, demand, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. The Parties agree that the hold harmless language set forth here would require in the event of litigation that the Union, at its expense, would defend any and all lawsuits challenging the continuation of the Agency Shop provisions of Article III. This includes but is not limited to securing and paying all expenses of litigation such as attorneys' fees, costs, and damages or penalties. The Union agrees to make the District whole for all lawsuits in connection with the Board's agreement to continue the provisions of Article III, Agency Shop. However, if the Employer, its officers, agents, or employees elect to select their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense. It is understood that the Union shall have the right to compromise claims which may arise under this save harmless clause.
- E. Should a court of competent jurisdiction rule that the mandatory deduction of the Representation Benefit Fee is contrary to law, the Board shall not be required to implement Section B above and the language of the Article shall revert to the language contained in the 1993-1996 Master Agreement.
- F. The Parties agree that the continuation of the language set forth in Article III above is in consideration for the economic concessions contained in this agreement, and for continued positive relations between the parties.

**ARTICLE IV**

**Check-off Union Dues, Service Charge and Initiation Fees**

- A. Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and by-laws of the Union, from the pay of each employee who executes or has executed the "Authorization for Check-Off of Dues" form as supplied by the Union.

- B. Employees shall have their initiation fee (if any) and monthly membership dues or service fee deducted from their earnings by signing the "Authorization for Check-Off of Dues" form.
- C. Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assignments or any other deduction not in accordance with this provision.
- D. A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made hereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect.
- E. Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2<sup>nd</sup>) pay of the month and each month thereafter.
- F. The Union will provide to the Employer an additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.
- G. Deductions for all calendar months worked shall be remitted to the designated financial officer of the Union Local as soon as possible after the tenth (10<sup>th</sup>) day of the following month. The Employer shall furnish the designated financial officer of the Union Local, monthly, with a list of those for whom the Union Dues have been deducted and this list shall be kept current.
- H. The employer shall not be liable to the Union by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles III and IV of this Agreement. The Parties agree that the hold harmless language set forth here would require in the event of litigation that the Union, at its expense, would defend any and all lawsuits challenging the continuation of Articles III and IV of this Agreement. This includes but is not limited to securing and paying all expenses of litigation such as attorneys' fees, costs, and damages or penalties. The Union agrees to make the District whole for all lawsuits in connection with the Board's agreement to continue the provisions of Articles III and IV. However, if the Employer, its officers, agents, or employees elect to select their own counsel in any such suit, then Michigan AFSCME Council 25 shall have no duty to indemnify those defendants it does not represent in the suit; provided, however, that if Michigan AFSCME Council 25, through counsel it selects after consultation with the Employer, does represent the Employer, its officers, agents, or employees in such suit, such defendants may additionally hire their own counsel to assist in the defense of any such suit at their own expense. It is understood that the Union shall have the right to compromise claims which may arise under this save harmless clause.

- I. The Parties agree that the continuation of the language set forth in Article IV above is in consideration for the economic concessions contained in this agreement, and for continued positive relations between the parties.



**ARTICLE V**  
**Representation**

- A. The School Board recognizes the President, Vice-President, Secretary, and one (1) Steward per building.
- B. The function of the President is to review and negotiate grievances in the Second Step, to prepare grievances not settled at this point for further review in grievance procedures and to negotiate with Management on negotiable local problems. A President may also handle First Step grievances when called upon for help and represent employees at hearings in disciplinary cases.
- C. The Management recognizes the privilege of the President or Steward of the Union to leave his work in the course of the performance of his function as such, but he shall arrange time with his Supervisor when he leaves and returns. This time shall be allowed without loss of pay.
- D. The President will be provided the complete minutes and agenda of all regular and special Board meetings at the same time as such minutes are distributed to others.
- E. The President or delegate elected or appointed to represent the local Union as its delegate to the International or Council Conventions shall be allowed to attend without loss of pay and with the prior approval of the administration. The length of time shall not exceed one (1) week.

## ARTICLE VI

### Stewards and Alternate Stewards

- A. Employees shall be represented by one (1) Steward at each building.
- B. The Steward, during working hours, without loss of time or pay, may in accordance with the terms of this section, investigate and present grievances to the Employer, upon having advised his/her direct supervisor of same. The direct supervisor will grant permission and provide sufficient time to the Steward to leave their work for these purposes. The privilege of the Steward leaving work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Steward will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.
- C. In the absence of a Steward, the President shall name an alternate Steward for the period of absence. A written notification shall be sent to the Superintendent or designated assistant.

## **ARTICLE VII**

### **Special Conferences**

Special Conferences for important matters will be arranged between the President and the Employer or designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included in the agenda unless otherwise mutually agreed. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or representative of the International Union.

**ARTICLE VIII**  
**Grievance**

**A. FIRST STAGE GRIEVANCE**

1. Oral Discussion with Administrator

A grievance is an unsettled complaint by a bargaining unit employee or by the Union in its own behalf, concerning (1) any alleged violation or misinterpretation of this Agreement or (2) any disciplinary action.

An employee, believing he or she has cause for grievance, shall have a right to call for his/her Steward to discuss the grievance. They may then discuss orally the grievance with the Administrator in charge.

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

**B. FORMAL GRIEVANCE**

Step One:

In the event the matter is not resolved informally, or the aggrieved party has elected not to employ the informal procedure, the grievance shall be submitted in writing to the administrator within ten (10) working days from the date the incident giving rise to the grievance occurred, or the time that the employee or the Union is aware or should have been aware of the incident over which the employee or the Union is aggrieved. The written grievance shall be signed by the aggrieved employee, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident, and shall be limited to knowledge that the incident has actually occurred.

1. The grievance may be lodged and thereafter and there after discussed with Administrator:
  - a. by the aggrieved employee in person on his/her own behalf, or
  - b. by the aggrieved employee accompanied by the Union Steward, or
  - c. through the Union Steward if the aggrieved employee so requests, or
  - d. by the President in the name of the Union.
2. Within ten (10) working days after receiving the written grievance, the Administrator shall communicate his decision, in writing, to the President of the Union, the Union Steward, and to the aggrieved employee, if any.

Step Two:

Within five (5) working days after receiving the decision of the Administrator, an appeal of the decision may be made to the Superintendent or his/her designee by the Employee on his/her own behalf or by the Union. The appeal shall be in writing and shall be accompanied by a copy of the decision of Step One.

1. The Superintendent or his/her designee may confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants at this step shall be given at least two (2) working days written notice to the conference.
2. Within ten (10) working days after receiving the appeal, the Superintendent or his/her designee shall communicate his decision, in writing together with supporting reasons, to the Administrator, the President, the Union Steward, and the aggrieved employee, if any.

Step Three:

1. Within ten (10) days after receipt of the Employer's decision at Step Two, the Union may appeal the decision to mediation through the Michigan Employment Relations Commission.
2. It is understood that any mediator's proposal for settlement/resolution of the grievance shall not be final and binding on either the Union or the Board unless agreed to in writing by the parties.

Step Four:

1. If the grievance is still unsettled, the Union may, within thirty (30) working days of the last meeting in mediation or receipt of the written reply of the Superintendent or his designated representative, request arbitration by written notice to the Superintendent.
2. The arbitration proceedings shall be conducted by an arbitrator to be selected mutually by the District and the Union within ten (10) working days after notice has been given. If the parties fail to agree to an arbitrator, the Union must, within fifteen (15) days thereafter, file a Demand for Voluntary Labor Arbitration with the regional office of the American Arbitration Association. An arbitrator will be selected by the American Arbitration Association in accordance with the Association's rules and procedures.
3. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony.
4. Fees and expenses of the arbitrator will be shared equally by the parties.

**ARTICLE IX**  
**Computation of Back Wages**

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

## ARTICLE X

### Discharge and Discipline

- A. The Employer agrees upon the discharging or disciplining of a non-probationary employee and/or non-probationary employees it will be done on the basis of just cause. Further, management agrees to promptly notify, in writing, the concerned non-probationary employee and the Steward in the district of the discharge or discipline.
- B. The discharged or disciplined non-probationary employee will be allowed to discuss the discharge or discipline with the Steward of the district, and the Employer will make available an area where they may do so, before the discharged or disciplined non-probationary employee is required to leave the property of the Employer. Upon request, the Employer or the designated representative will discuss the discharge or discipline with the non-probationary employee and the Steward.

#### C. APPEAL OF DISCHARGE AND DISCIPLINE

Should the discharged or disciplined non-probationary employee or the Steward consider the discharge or discipline to be improper, a grievance shall be presented in writing through the Steward to the Employer at Step Two of the Grievance Procedure within five (5) regularly scheduled working days of the discharge or discipline and the Employer will give its answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

#### D. USE OF PAST RECORD

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, nor impose discipline on an employee for deliberate errors or mistakes on the employment application after a period of three (3) years from the date of hire, provided that there has been no reoccurrence of any behavior which resulted in discipline.

#### E. EMPLOYEE FILES

- a. No material relating to an employee's conduct, service, character, or personality shall be placed permanently in any file unless the employee has had the opportunity to read the material.
- b. The employee shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed, and does not necessarily indicate agreement with its contents. Failure by the employee to provide a signed copy for inclusion in the file shall not prevent a copy from being filed therein.
- c. The employee shall have the right to place explanatory notes or letters in their file pertinent to any written or printed material and this shall be attached to the file copy, provided, however, such explanation shall be limited to no more than five (5) standard sheets of paper.
- d. The employee shall be permitted to examine his/her file upon reasonable request.
- e. Material of a non-professional nature (i.e., letters from parents, newspaper clippings, records or phone calls, etc.) which relates to the employee's performance shall not be placed in any employee file without first notifying the employee.
- f. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
- g. No material may be removed or destroyed without the consent of the employee.
- h. All employees shall be advised of the nature, purpose and location of all files that exist in the school system that may contain material pertinent to the employee's employment.
- i. All employees shall be informed of their right regarding the filing of materials and of the right to inspect them, effective immediately.

- j. Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he/she shall be previously notified of the reason and shall be entitled to be accompanied by a representative of the Union who is employed in the system; and he/she shall be informed of this right.



**ARTICLE XI**

**Probationary Period, Evaluation, Seniority List, Reduction of Work Force, and Promotions and Transfers**

**A. PROBATIONARY PERIOD**

New employees hired into the unit from the outside shall be probationary for one hundred twenty (120) workdays. Upon completion of the probationary period, the employees shall attain seniority status, and their names shall be entered on the seniority list with their seniority dating from the date of hire. New employees, while in their probationary period, may be terminated and/or disciplined without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period, except that no protest may be entered against termination and/or discipline during said probationary period, unless for discrimination or Union activities.

**B. SENIORITY**

The seniority of all employees on the list shall commence with the date of hire by the Allen Park Pubic Schools. The unit shall be furnished with a list by November 1, setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. A seniority list by group divisions will similarly be provided, indicating seniority within that group division. The group divisions shall be as follows:

1. Paraprofessionals
2. Media Center Technicians
3. Technical Support Specialists
4. Special Education Paraprofessionals (Classroom and Transportation)
5. Elementary Cashiers

The Union will be provided with a list of new hires, terminations and other changes as they occur.

**C. Reduction in the work force shall be affected through the following procedure:**

1. Probationary employees will be immediately laid off within the affected group division.
2. The necessary number of employees with the least seniority in the affected group division will be laid off.
3. Any least senior employee so removed shall be able to exercise bumping rights into the job of the least senior employee of the same number or more hours within a group division in which he/she has seniority or within group division one (1) – Paraprofessionals.
4. Any laid off employee will be offered any job vacancy which he/she can perform prior to the employer accepting new hires.
5. Reductions in the work force will be affected based on the following conditions:
  - i. lack of work;
  - ii. economic or financial conditions of the school district.

**D. RECALL**

1. Laid off employees shall be recalled in the inverse order of layoff. The most senior employees shall be recalled to the first opening in the classification and group from which the employee was laid off or, if he had bumped down from his original position in the reduction of the work force being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.
2. Advance Notice of Layoffs: Employees to be laid off shall receive a minimum two calendar weeks' notice. The Employer shall secure a receipt of said notice. This shall not apply in case of strikes and other work stoppages.

**E. OFFICER'S SENIORITY**

Notwithstanding their position on the seniority list, the President, Vice-President, and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their seniority division that they

can perform, and shall be recalled to work in the event of a layoff on the first open job in their seniority division which they can perform.

F. SENIORITY DETERMINED

If in the event two or more employees apply for the same position, seniority shall be the determining factor if past evaluation and qualifications are relatively equal.

- G. Upon the signing of this Master Agreement, by both parties, it is understood that at least ten (10) days prior to the opening of the school year, paraprofessionals will be notified of a date to meet to pick by seniority the posted jobs. Proxy notes will be allowed for employees unable to attend on job bidding day. Failure to attend the bid meeting or to provide for a proxy will be deemed a voluntary termination by the employee. Employees who attend the annual job bid meeting will be paid for 30 minutes.

If the Administration determines a reduction in hours is necessary in a specific job title and assignment the affected employee may exercise his/her bumping rights in accordance with his/her group division seniority or bumping into group division one (1).

- H. Any secondary positions that become open throughout the course of the year will be awarded on a seniority basis taking into account any unique qualifications that are required of each position, including those mandated by current law and/or state guidelines. A secondary position is a separate, stand-alone position. Secondary position hours will be added to primary position hours for purposes of pay only, and paid at the current hourly rate of pay for that position. Secondary position hours may not be used for the purpose of gaining any other benefit covered under this contract. Secondary position hours may not conflict with primary position hours.
- I. Each paraprofessional with less than two years of seniority shall be evaluated at least once a year before Memorial Day. Paraprofessionals with more than two years of seniority will be evaluated at least once every other year before Memorial Day of that year. The evaluation from shall become a part of the paraprofessional's permanent file.

The employee may discuss the evaluation for further interpretation. If the evaluation is unsatisfactory, a meeting shall be arranged with the paraprofessional, the teacher in charge (when applicable and/or required) and the principal or his designee.

## ARTICLE XII

### Job Descriptions and Classifications

- A. When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply and notify the Union. If the Union does not agree to the rate, the Union may submit the matter to a special conference for negotiating the proper rate.
- B. Employees shall perform their duties as outlined in their job descriptions.
- C. The use of intelligence tests will not be used with members of the Union as a means to determine promotions or transfers within the Union.

**ARTICLE XIII**  
**Filling Vacancies**

When a vacancy exists it shall be filled in accordance with the procedures outlined herein.

- A. When management declares a vacant position to exist, management shall then post such position on union and management bulletin boards for no less than seven (7) calendar days, whereas, those employees interested in filling such vacancy be allowed to exercise their seniority rights in bidding and obtaining such positions and shall apply in writing during the posting period. A list of applicants will be given to the union President or his/her designee immediately following the aforementioned seven (7) days posting bid.
- B. The senior employee who meets the requirement for the job, per the above, shall be assigned the open position if the evaluations for the prior two years or less and qualifications are relatively equal among two (2) or more applicants.

If the employee is unsatisfactory for the job by way of lack of qualifications or poor performance he/she will be returned to the job from which originally moved. This shall occur within the first thirty (30) days worked following assignment.

**ARTICLE XIV**  
**Hours of Work and Overtime**

- A. The normal work week shall be Monday through Friday. The normal work day shall be no more than eight (8) hours each day with a one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute relief breaks.

No employee shall have his or her hours reduced to create additional positions or to add to another employee with fewer hours.

- B. Personnel working eight (8) or less hours per day shall have the following paid relief and lunch periods:

- a. Relief periods:

0 – less than 4 hours	No break
4 – 6 hours	15 minutes
Over 6 hours – less than 8 hours	Two 10-minute periods

- b. Lunch periods:

6 hours	20 minutes
Over 6 hours	30 minutes

- C. OVERTIME

- a. Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week.
- b. Paraprofessionals shall be paid time and one-half their hourly rate for chaperoning any school event after the regular working hours.
- c. Time and one-half will be paid for all hours worked on Saturday.
- d. Double time will be paid for all work performed on Sundays and Holidays.

- D. OVERTIME EQUALIZATION

- a. Overtime shall be divided as equally as possible among employees in their buildings who are trained to do the job.
- b. Employees who are new, transferring to a new building or returning from a leave shall be charged with the highest number of overtime hours then worked by any paraprofessional employee in that building.
- c. It is understood that it is the responsibility of the building administration, via their secretaries, to keep an overtime log.
- d. If a person turns down overtime hours, it is counted as if s/he worked them.
- e. People in frozen positions may sub in other positions only when the additional hours do not interfere with their regularly scheduled hours within their frozen position.

Overtime equalization shall not apply to overtime and/or substituting opportunities for paraprofessional personnel in any non-bargaining unit positions, including, but not limited to, FTK Aide positions. Opportunities for overtime and/or substituting in non-bargaining unit positions shall be filled within a building at the discretion of the District.

- E. CALL-TIME

Employees called in outside their normal schedule shall be guaranteed at least two (2) hours at the applicable rate.

**ARTICLE XV**  
**Leave of Absence**

**A. SICK LEAVE**

- a. Twelve (12) cumulative days shall be granted to all full-time employees working thirty-two (32) hours or more per week on a weekly basis. These days shall be used for the purpose of employee illness or injury in the immediate family (spouse and/or children, or household dependent).

For employees new to the bargaining unit after June 14, 2010, ten (10) cumulative days shall be granted to all full-time employees working forty (40) hours per week on a weekly basis. These days shall be used for the purpose of employee illness or injury in the immediate family (spouse and/or children, or household dependent).

- b. Part-time employees shall be granted the following non-cumulative sick days:
- i. Those part-time employees working twenty (20) or more hours per week and less than thirty-two (32) hours per week: ten (10) non-cumulative sick days.
  - ii. Those part-time employees working eleven (11) or more hours per week and less than twenty (20) hours per week: six (6) non-cumulative sick days.
  - iii. Those part-time employees working ten (10) or less than ten (10) hours per week: two (2) non-cumulative sick days.

These days shall be used for the purpose of employee illness or illness or injury in the immediate family (spouse and/or children, or household dependent).

For employees new to the bargaining unit after June 14, 2010, part-time employees shall be granted the following non-cumulative sick days:

- i. Those part-time employees working thirty-two (32) or more hours per week and less than forty (40) hours per week: eight (8) non-cumulative sick days.
- ii. Those part-time employees working twenty (20) or more hours per week and less than thirty-two (32) hours per week: six (6) non-cumulative sick days.
- iii. Those part-time employees working eleven (11) or more hours per week and less than twenty (20) hours per week: four (4) non-cumulative sick days.
- iv. Those part-time employees working less than eleven (11) hours per week: two (2) non-cumulative sick days.

For employees new to the bargaining unit after March 18, 2013, part-time employees shall be granted the following non-cumulative sick days:

- v. Those part-time employees working thirty-two (32) or more hours per week and less than forty (40) hours per week: six (6) non-cumulative sick days.
  - vi. Those part-time employees working twenty (20) or more hours per week and less than thirty-two (32) hours per week: four (4) non-cumulative sick days.
  - vii. Those part-time employees working eleven (11) or more hours per week and less than twenty (20) hours per week: three (3) non-cumulative sick days.
  - viii. Those part-time employees working less than eleven (11) hours per week: two (2) non-cumulative sick days.
- c. Upon the death of an employee, regardless of years of service, the beneficiary or estate shall be paid one-half the deceased's accumulated sick days at the deceased's current daily base rate.

- d. The Board will pay as an incentive to professional personnel an amount equivalent to their current hourly for every hour of accumulated unused sick leave time. This amount will be paid by separate check at the end of June each year. As an alternative to this incentive, upon written notice to the Personnel Office on or before May 31<sup>st</sup>, part-time paraprofessional personnel may elect to accumulate one-half (1/2) of their unused sick leave time as of the end of the school year, if any, for future use. The other one-half (1/2) of their unused sick leave time will be forfeited. The amount of unused sick leave time accumulated by part-time paraprofessional personnel shall be capped at a maximum of thirty (30) days.

## B. FUNERAL LEAVES

- a. For all employees: death in the family shall be a separate item. Three (3) days shall be allowed as follows: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Father-in-law and Mother-in-law.
- b. One (1) day shall be allowed in case of aunts, uncles, brothers-in-law or sisters-in-law, nieces and nephews.
- c. One (1) additional day shall be granted when the funeral is held at a location of 300 miles or more from the limits of Allen Park School District.
- d. The employer may require proper evidence of funeral attendance by the employee.

When unusual circumstances are involved, additional days may be added at the discretion of the Superintendent or his designated representative. These absences are not deducted from sick leave.

## C. JURY DUTY

Any employee who is summoned for jury duty examination and investigation must notify his/her direct supervisor within twenty-four (24) hours of receipt of the summons. If an employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror and the normal day's pay for each day of jury duty that the employee would normally work. The employee must provide a copy of written verification of jury service and a copy of the check received for payment to the Business Office within twenty-four (24) hours of receipt of each.

## D. PERSONAL BUSINESS

All employees may use one paid sick day per year for the purpose of conducting personal business.

## D. LEAVE FOR UNION BUSINESS

A member of the Union elected as a delegate to attend the biennial International Union Convention shall be allowed time off without loss of time or pay to attend such Convention. The length of time shall not exceed one (1) week.

## E. FAMILY MEDICAL LEAVE ACT

The Family Medical Leave Act (FMLA) shall be governed pursuant to board policy except that the employer, or the employee, shall have the option of first using available paid sick leave and/or personal leave during the FMLA leave. The remainder of any FMLA leave time will be unpaid. Unpaid leaves under Article 16 shall also count towards FMLA leave.

## F. ARRANGEMENT OF SUBSTITUTE COVERAGE

Upon reasonable notice of an employee's absence, the building secretary and operations assistant (in the case of transportation aides) will arrange for substitute coverage for the employee's position. For this purpose, AFSCME Local 3138 will provide the building secretary and/or operations assistant with an updated list of individuals who may be interested in substituting in a paraprofessional assignment.

## ARTICLE XVI

### Leave of Absence Without Pay

A. Leaves of absence without pay for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

- a. Illness – Medical or mental disability. Any employee whose personal illness or disability extends beyond the period compensated under Article 15 shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year, including time on paid leave, without the approval of the Superintendent or his designee. Any health leave granted under this section shall be without pay, but the Employer shall continue to maintain, at no expense to the employee, the insurance coverages for a period of ninety (90) calendar days. Seniority shall continue to accumulate.

The Superintendent, or his designee, may at any time during the leave require an employee, at the District's Expense, to be examined by a District appointed physician, psychologist or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent he/she is unable to perform his/her normal daily duties and functions. Any leave connected with illness must be substantiated by a physician's statement. Employees returning to work after a medical leave (physical or mental) shall present a written statement from a physician attesting to the employee's ability to perform his/her work. The Board will reserve the right to its independent check-up by a medical hospital or a psychiatric clinic for clearance before permitting an employee to return to work. The cost of this check-up will be borne by the Board of Education. Employees on medical leave (physical, mental or maternity) shall accumulate seniority while on leave.

- b. Serving in any elected or appointed position (public or Union).
- c. Serving in an appointed position with the Council or International Union.
- d. Prolonged illness in the immediate family.
- e. For thirty (30) working days or less without pay and upon approval of the Superintendent or his designee. Requests must be made in writing and shall be for personal reasons and/or reasons of hardship, but shall not be for the purpose of seeking or gaining other employment.

B. Personnel leave without pay of up to five (5) days will be granted to Union Officers for Union business upon receipt of a minimum of one (1) week's notice.



**ARTICLE XVII**

**Vacations**

Employees working thirty two (32) hours or more per week shall be granted one-half (1/2) day per month vacation pay at their current daily rate. Vacation pay shall be paid at the end of the work year or upon termination of employment.

All employees new to the bargaining unit, effective on or after June 15, 2010, working no less than forty (40) hours per week shall be granted one-half (1/2) day per month vacation pay at their current daily rate. Vacation pay shall be paid at the end of the work year or upon termination of employment.

**ARTICLE XVIII**

**Hours, Wages, and Holiday Pay**

**A. RELIEF AND LUNCH PERIODS**

Personnel shall continue their relief and lunch periods as arranged with their immediate supervisor.

**B. WAGE SCHEDULE**

Employees shall be compensated in accordance with the wage schedule attached to this Agreement. The attached wage schedule shall be considered a part of this Agreement. All employee wages shall be computed on an hourly basis and time clocks shall be used to certify the hours worked.

**C. HOLIDAYS**

All employees shall be entitled to the following holidays without loss of pay: New Year's Day, New Year's Eve, Good Friday, Monday after Easter Sunday, Memorial Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

Employees required to work during the summer, who would regularly be scheduled to work summer holidays, including July 4 and Labor Day, will be paid for such days off.

Should a paid holiday fall on a Saturday, the preceding Friday shall be the holiday; and should a paid holiday fall on a Sunday, the following Monday shall be the holiday.

D. No paraprofessional employee shall be compensated for in-service days, half-days, or field trips unless they are directed to report to work. Media Center Technicians and Technical Support Specialists will be required to report to work on these days. Other employees will be notified in writing at least two (2) days in advance if they are required to report to work.

E. In the event an employee is unable to report for work due to an Act of God, the employee will not be charged with a sick day or a leave day, and shall receive the regular wage for that day. The employee that reports for work shall be granted a compensatory day to be determined by management.

This shall also apply to summer employees, including instances when another school district cancels classes with less than 24 hours notice.

F. Employees will receive their regular compensation for Winter Recess Days when Allen Park Public Schools are closed.

G. All employees will be required to use direct deposit for payroll purposes. Paper vouchers will not be issued for direct deposits. Employees will be able to access payroll information through Wayne RESA's eEMPLOYEE ACCESS system.

## ARTICLE XIX

### Hospital, Medical Coverage and other Insurance Coverages

- A. The Board agrees to pay 80% of the total premium cost up to and including full family MESSA Choices II, or equivalent plan from another insurance carrier, with Saver Rx prescription drug coverage, \$10 office visit copay, and annual deductible of \$500/\$1000. The District will fund \$300/\$600 of the \$500/\$1000 annual deductible through the District's flexible spending program account. The funding from the District may be used for qualifying medical costs only. This coverage shall be applied to all full-time employees who are employed thirty two (32) or more hours per week. The employee shall not receive a health subsidy if they are already receiving these benefits through a spouse.

For employees new to the bargaining unit after June 14, 2010, the Board agrees to pay 80% of the total premium for single coverage for MESSA Choices II, or equivalent plan from another insurance carrier, with Saver Rx prescription drug coverage, \$10 office visit copay, and annual deductible of \$500. The District will fund \$300 of the \$500 annual deductible through the District's flexible spending program account. The funding from the District may be used for qualifying medical costs only. This coverage shall be applied to all full-time employees who are employed forty (40) hours per week. The employee shall not receive a health subsidy if they are already receiving these benefits through a spouse.

Starting with each employee's first pay for the 2012-2013 fiscal year (which starts on July 1, 2012), employees who are eligible and elect to enroll in the hospital and medical coverage specified above shall pay 20% of the total premium cost for such coverage. Employee contributions will be deducted from each payroll check.

The Union and the Board agree that the Board shall have the unilateral right, without negotiation, to annually change its health care contribution for its employees under this section from or to an 80% health care contribution, and from or to the hard cap limit contribution, provided for under Michigan Public Act 152 of 2011. The Board shall provide written notification to affected employees at least 90 calendar days prior to any such change.

- B. The employer agrees to pay the full premium for term-life insurance coverage which is \$25,000. This coverage shall be applied to all full-time employees who are employed thirty-two (32) hours or more per week, including a double indemnity clause if death occurs due to accidental cause.

For employees new to the bargaining unit after June 14, 2010, the employer agrees to pay the full premium for term-life insurance coverage which is \$25,000. This coverage shall be applied to all full-time employees who are employed forty (40) hours per week, including a double indemnity clause if death occurs due to accidental cause.

- C. The employer agrees to pay the total premium cost for full-time employees, thirty-two (32) hours or more per week, for a group accident and sickness insurance with the following provisions.

- a. The weekly compensation shall be a straight 70% of the individual's salary.
- b. The above compensation shall be available to the individual for a period not to exceed sixty-three (63) weeks and shall not commence until after the individual's sick days have been depleted.

For employees new to the bargaining unit after June 14, 2010, the employer agrees to pay the total premium cost for full-time employees, forty (40) hours per week, for a group accident and sickness insurance with the following provisions.

- a. The weekly compensation shall be a straight 70% of the individual's salary.
- b. The above compensation shall be available to the individual for a period not to exceed sixty-three (63) weeks and shall not commence until after the individual's sick days have been depleted.

- D. Each employee covered by life or sickness and accident insurance shall receive a certificate of coverage.

E. Dental benefits for employees working thirty-two (32) hours or more per week shall be provided as follows:

Type I: Preventive Services

Percentage	80%
Lifetime Deductible	N/A
Maximum Annual Benefit per Covered Member	\$1,000.00

Type II: Restorative & Replacement Services (e.g., Crowns)

Percentage	80%
Annual Deductible	N/A
Maximum Annual Benefit per Covered Member	\$1,000.00

Type III: Orthodontia Services

(applicable only for Covered Members under age 19)

Percentage	60%
Annual Deductible	N/A
Maximum Lifetime Benefit per Covered Member	\$1,500.00

For employees new to the bargaining unit after June 14, 2010, single coverage dental benefits for employees working forty (40) hours per week shall be provided as follows:

Type I: Preventive Services

Percentage	80%
Lifetime Deductible	N/A
Maximum Annual Benefit per Covered Member	\$1,000.00

Type II: Restorative & Replacement Services (e.g., Crowns)

Percentage	80%
Annual Deductible	N/A
Maximum Annual Benefit per Covered Member	\$1,000.00

Type III: Orthodontia Services

(applicable only for Covered Members under age 19)

Percentage	60%
Annual Deductible	N/A
Maximum Lifetime Benefit per Covered Member	\$1,500.00

F. The Board agrees that employees should be reimbursed for theft, damage, and personal loss to the extent of not less than ten dollars (\$10) nor more than five hundred dollars (\$500), provided such loss is not covered by any other insurance and/or that negligence has not been involved, while in school or on official school business. Such loss must be verified to the employer in some satisfactory manner by the employee.

G. Either party may open this Article of the Master Agreement for the purpose of negotiations on insurance cost containment. Any changes will be mutually agreed on.

H. For those employees electing not to enroll in the group health insurance plan offered by the Board of Education, the Board agrees to pay directly to the employee the appropriate amount specified in the chart below for each month the employee elects not to be enrolled in the plan.

Number of Employees Participating in In-Lieu of	Monthly In-Lieu of Payment	Annual Payment Per Employee
1 - 2	\$100	\$1200
3	\$200	\$2400
4 +	\$300	\$3600

**ARTICLE XX**  
**Miscellaneous**

- A. Space on a bulletin board will be provided in each building which the Union may use in posting notices pertinent to the business of the Union. A copy of all notices will be forwarded to the school administration prior to posting.
- B. The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance, without disrupting other commitments for use of the premises and without incurring additional cost to the School District.
- C. No paraprofessional employee shall be required to work under unsafe or hazardous condition or to perform tasks which endanger their health, safety, or well being. The paraprofessional must bring unsafe conditions to the attention of the supervisor. The supervisor will endeavor to address and alleviate the alleged unsafe condition. It is understood the paraprofessional is expected to perform the work and grieve after if there is a dispute.
- D. No bargaining unit employee shall be required to work or transfer outside his/her bargaining unit.
- E. If Public Act 112 of 1994 is repealed or amended as it pertains to subcontracting of non-instructional work, the parties shall meet to negotiate the changes.

**ARTICLE XXI**

**Assistance in Assault Case and Liability Insurance**

- A. It shall be the responsibility of the administrator to report all cases of assault, however rare, suffered by employees in connection with their employment to the Superintendent, who in turn will notify the Board Attorney.
- B. The Board Attorney shall inform the employee of his/her rights under the law and shall provide such information in a written document.
- C. The services of the Board Attorney shall be made available to assist the employee whether he is acting as the plaintiff or defendant as follows:
  - a. by obtaining from the police and from the principal relevant information concerning the offenders.
  - b. by accompanying the employee in court appearances.
  - c. by acting in other appropriate ways as liaison between the employee, the police and the courts.
- D. This assistance is intended to apply only to the criminal aspect of any case arising from such assault.
- E. Absences resulting from school related assaults are not to be charged against sick leave and shall be paid for in full. Where, in the judgment of the Administration verification of absence is necessary, such must be forthcoming.

**ARTICLE XXII**  
**Reimbursement and Payroll Deduction**

- A. Employees will be reimbursed the mileage rate of twenty-five cents (25¢) per mile if their car is used in the course of authorized school business.
- B. Necessary chauffeur's licenses shall be paid by the School District.
- C. School Board shall pay for any required licenses and their renewal every year.
- D. The following deductions may be made by the authorization of the employee:
  - a. Hospitalization Insurance
  - b. Savings Bonds
  - c. Credit Union
  - d. Organizational Dues
  - e. United Foundation
  - f. P.E.O.P.L.E. Deductions
  - g. Tax-sheltered Annuities
  - h. Purchase of Service Credit Deductions

**ARTICLE XXIII**  
**No Strike Clause**

A. STRIKES

There shall be no strikes of any kind by the Union, its officers, representatives and members during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines. The Board agrees that there shall be no lockout of its employees.

DEFINITION

The word "strike" shall be defined as a concerted failure to report for duty; the willful absence from one's position; the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment; for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.



**ARTICLE XXIV**  
**Reservation of Rights**

- A. The Union agrees that all rights and privileges vested solely in the Board of Education by the laws of the State of Michigan, with the exception of those rights, privileges and conditions of employment expressly by implication or reference incorporated into this Agreement, shall be reserved exclusively to the Board of Education.
  
- B. This agreement has been negotiated and executed and shall be controlled by all applicable Federal and State laws, including any amendments that may hereafter be made during the life of the Contract, and wherever the terms of this Contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions, shall be void. All remaining provisions of this Agreement will remain intact.

**ARTICLE XXV**  
**Salary Schedule**

Paraprofessional  
Elementary Cashiers

2013 & 2013/14

Year 1	Year 2	Year 3+
9.97	11.40	11.51

Media Center Technicians  
Special Education Aides

2013 & 2013/14

Year 1	Year 2	Year 3+
10.44	12.00	12.12

Computer Technicians

2013 & 2013/14

Year 1	Year 2	Year 3+
10.44	14.93	15.08

**ARTICLE XXVI**  
**Longevity Pay**

Longevity pay will be paid to all employees working less than 25 hours per week with the amounts each year, according to the following schedule.

5 – 9 years	\$100
10 – 14 years	\$150
15 + years	\$200

Longevity pay will be paid to all employees working more than 25 hours per week with the amounts each year, according to the following schedule.

5 – 9 years	\$200
10 – 14 years	\$300
15 + years	\$400

Longevity payments will be made in one lump sum on the 1<sup>st</sup> pay in December. Number of years worked will be based on anniversary date of hire as of December 1, annually.

Time on lay-off (Article 11) does not count towards accumulated time towards longevity.

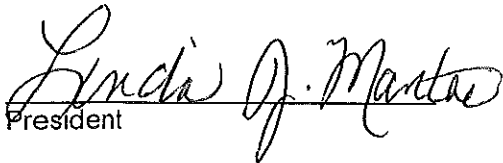
**ARTICLE XXVII**  
**Term of Agreement**

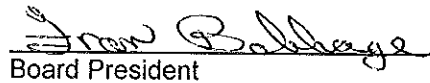
- A. This Contract shall take effect as of March 18, 2013, and shall remain in force and effect until June 30, 2016. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification or a new contract. There will be wage and benefit reopeners for the 2014/15 and 2015/16 school years. The inclusion of Labor Day in Article 18, Section B will be subject to negotiation at these times if the first student day of school has been established as being prior to Labor Day.
- B. Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. Notice must be by registered mail return receipt requested.
- C. The expiration day may be extended at termination by mutual consent of the parties.

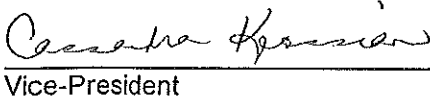
IN WITNESS WHEREOF, the School Board has executed this Agreement by their duly authorized Representatives for this period.

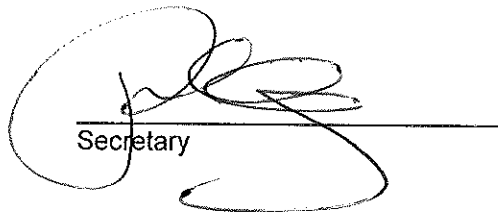
Allen Park Public Schools  
Paraprofessional Employees,  
Local #3138, Council #25, AFSCME

School Board of Allen Park Public Schools

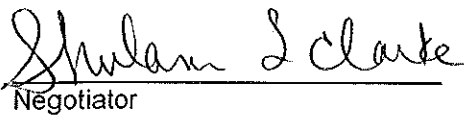
  
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President

  
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Board President

  
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Vice-President

  
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Secretary

  
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