



AGREEMENT

BETWEEN

THE SOUTHGATE COMMUNITY SCHOOL DISTRICT

AND

**TEAMSTERS LOCAL 214
SOUTHGATE PARAPROFESSIONAL**

April 23, 2019 - August 31, 2020

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PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the security of the Employees depends upon the Employees' 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.

Both the Union and the School District recognize the need for trust and cooperation in order to deal with School Improvement activities and create a positive learning environment. The process of site based decision making and School Improvement will be a cooperative effort using problem solving and a win win philosophy. It is agreed that the basis for decisions will be the underlying standard, "What is best for students," and the participation of paraprofessionals, teachers, administrators, parents, and other community members is necessary to become an exemplary School District and to meet the goals of the District's Mission Statement.

ARTICLE I RECOGNITION

- 1.1 The Board recognizes the Teamsters State, County and Municipal Workers, Local 214, and its affiliate, the Southgate Paraprofessional Association, herein called the "Union", as having been designated and selected by a majority of its employees in the unit described below for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment. Pursuant to Sections 26 and 27 of Public Act 176 of 139 as amended, or Sections 11 and 12 of Act 336 of Public Act 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining.

- 1.2 Unit: Paraprofessional Employees including the following positions, singly or in combination; Library/Media Paraprofessionals (including Elementary and Secondary), Instructional Paraprofessionals.

- 1.3 The unit shall exclude Vocational Education Technicians, those non-paid parent paraprofessionals who are required under Federal and State Guidelines for District eligibility for funding, Preschool Program Assistant, Summer School, and those specific education paraprofessionals whose wages are reimbursed by the State or County Special Education Funds. Instructional paraprofessionals in the general education area that may be employed K-8 shall be included.

ARTICLE 2 AID TO OTHER UNIONS

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

ARTICLE 3 ASSOCIATION DUES/AGENCY SHOP

- 3.1 Each bargaining unit member may decide whether or not to become and/or remain a dues paying member of Teamsters Local 214, according to State law. An initiation fee may be charged and monthly dues will be assessed, but the member must pay their dues directly to the Union, according to State law. If legislation impacting the State law in either of these areas change, the parties agree to meet and discuss the impact.

ARTICLE 4 REPRESENTATION AND BARGAINING UNIT RIGHTS

- 4.1 The Union is required under this agreement to represent all paraprofessionals in the bargaining unit fairly. The terms of this agreement have been made for all paraprofessionals in the bargaining unit who are the recipients of the benefits and are represented by the Union.
- 4.2 Nothing contained in this agreement shall deny the Union and its designated representative from assisting or carrying out any provision within this Agreement.
- 4.3 The Union reserves as its right the development of its constitution, by-laws, and the election of its officers. The Union agrees to provide the administration with a list of officers and to update that list as changes occur. The Union shall provide the administration with a description of its officers so that any problem arising out of the implementation of this contract can be resolved through an established contract procedure.
- 4.4 The Union Steward shall be notified via email whenever there will be a regular or special Board of Education meeting pertaining to the Union.
- 4.5 The Union Steward or alternate shall be granted a maximum of three (3) school days each year of this agreement, without loss of salary, for the purpose of attending to Union business. The Union Steward must, however, notify the Human Resources Office of the Union business two school days prior to the absence and no more than three consecutive school days may be taken at one time.
- 4.6 The District and the Union agree not to discriminate against any paraprofessional, as established by law, on the basis of race, creed, religion, color, national origin, disability, age or sex. An alleged violation of this section shall be processed in accordance with Board policy. It is not the intent of this section to limit the member's right to seek redress under any civil or criminal statute.

ARTICLE 5 UNIT CLASSIFICATIONS

- 5.1 Classification One - The following positions shall be considered in classification one for the purposes of assignment issues, either singly or in combination. Within the unit, such issues include, but are not limited to layoff, recall, and transfer for all library/media and instructional paraprofessionals.

Only in an emergency, paraprofessional employees may temporarily be assigned duties different than those normally performed. Any such assignment will not exceed thirty (30) work days unless mutually agreed by the assigning administrator and the Union Steward. If such assignment is necessary, the affected employee and Union Steward shall be informed of the reason for the assignment.

- 5.2 Job Descriptions

The Paraprofessional is under the direct supervision of the Building Principal. The Paraprofessional, under hire, shall be assigned to those positions that are defined in Article 5 - Unit Classification. The assigned duties shall be consistent with the classification of Article 5.

No Paraprofessional employee shall be assigned to assume duties other than the normal duties of their position except in case of short-term emergency. A short-term emergency is defined as one (1) hour or less, in length.

If the emergency exceeds one (1) hour, the paraprofessionals will be compensated according to the terms of Article 17.4.

- 5.3 Paraprofessionals laid off from classifications in this Agreement shall be given first rights to an open position, prior to the general public, in the special education Paraprofessional classification. IBT Paras will be offered these openings by seniority. Time working as a special education Para does not accumulate seniority under this contract. Members must sign up for this benefit with the central office in writing and refusal to work shall not result in a loss of seniority. Training is required.

ARTICLE 6 VACANCIES AND TRANSFERS

- 6.1 A. A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a bargaining unit member, or a newly created position within the definition of the bargaining unit. No vacancy shall be filled on a permanent basis until it has been posted for at least five (5) working days in all buildings. If a vacancy is filled by a current bargaining unit member, it shall be filled within ten (10) working days after the expiration of the posting unless the School District chooses to eliminate the position.
- B. If a vacancy occurs, for whatever reason, the Human Resources Department shall immediately notify the Union Steward so the job can be properly posted and bid on in a timely manner.
- C. The Board declares its support of a policy of filling vacancies from within the bargaining unit, provided the applicant is qualified. Therefore, vacancies shall be filled on the basis of seniority, experience and past performance.
- 6.2 A. Requests for transfer shall be made in writing to the Human Resources Department. The request shall be specific, indicating position and building.
- B. Qualified bargaining unit members who have requested transfers shall be given preference over new employees.
- C. No bargaining unit employee shall be required to work or transfer outside his/her bargaining unit.
- D. An employee in the bargaining unit who elects to transfer to a temporary job outside of the bargaining unit, but within the District, shall retain but not accumulate seniority. Within the first sixty (60) days after the effective date of the transfer, the employee may elect to return to the bargaining unit to his/her previously held assignment without penalty. During the interim period, the bargaining unit position which opens as a result of the transfer shall not be posted and a substitute shall be hired to fill the position. After said period, the position shall be posted as provided under Article 6, Section 6.1. After sixty (60) days, if the employee transfers back to the bargaining unit, he/she may exercise his/her frozen seniority credits and displaces the last senior member of the unit provided the employee with frozen rights has greater bargaining unit seniority.

The right of an employee to exercise his/her seniority to return to a vacant

bargaining unit position shall be limited to two (2) years.

In the event the temporary position becomes permanent, the employee shall have sixty (60) days to exercise his/her right to return to the unit as provided above.

An employee who elects to transfer to a job position as a vacancy (permanent) outside of the bargaining unit, but within the District, shall retain but not accumulate seniority for a period of ninety (90) days. During this ninety-day period, the employee may elect to return to the bargaining unit by exercising his/her frozen seniority credits and displaces the least senior member of the bargaining unit seniority. This clause shall not be construed to limit the employer's right to terminate the employee for just cause.

- E. No redeployed full time bargaining unit member will be required to assume a part-time position. In the event a part-time position is the only employment opportunity available, the least senior paraprofessional in the bargaining unit shall be assigned that position provided no other employee bids on the part-time position.
- F. Paraprofessionals who have been involuntarily transferred and who were reassigned as a result of section 2E of this article shall be given an opportunity for a period of two (2) years to return to the previously held position before transfer requests are granted.

6.3 **Promotion**

- A. Any employee who is a member of the bargaining unit shall not be restricted in applying for positions outside the bargaining unit.
- B. When promotional positions within the bargaining unit shall occur in the future, such positions shall be filled from within the bargaining unit after posting for five (5) working days.

ARTICLE 7 SENIORITY AND LAYOFF - RECALL

- 7.1 A. The employer shall prepare, maintain and post the seniority list. A copy of the seniority list and subsequent revisions shall be furnished to the Union upon request.
- B. In circumstances with more than one individual beginning employment on the same date, seniority shall be determined by a drawing to be held at a general meeting with their membership and the Union shall inform the Human Resources Department of the order of the seniority drawing. Such notice will be submitted to the Human Resources Department within three (3) working days following the drawing.
- C. An employee shall lose all seniority rights for: Resignation, discharge and failure to return to work within fifteen (15) working days when recalled from layoff without an excuse acceptable by the District.
- D. An employee who elects to transfer to a non-bargaining unit position and who later returns to bargaining unit status shall be entitled to such rights he/she would have accrued at the time of departing from the unit as provided under Article 6, Section 6.2 of the Agreement.
- E. Seniority shall be defined as time spent working as a Para under this Agreement. No employee shall bring their seniority from a previous occupation within or outside the District.
- 7.2 A. Layoff means a reduction in the working force.
- B. If it becomes necessary to reduce the number of employees in the Paraprofessional unit due to a lack of finances, decrease in the student enrollment, or closing a facility, the Superintendent or his designee agrees to discuss with the Union the possibility of a reduction in staff prior to the date of the layoff. The Union will be provided with facts, rationale, and reasons for the need to layoff. Notice of layoff shall be by mail, phone or email with a copy to the Union Steward.
- C. In the event of a layoff, probationary employees shall be laid off first. If further reduction is necessary, then the layoff shall be in reverse order of seniority, with the employee with the least seniority being laid off first.

In the event that an employee is displaced, the employee shall receive 14

days written notice of the decision to displace. The affected employee shall have five (5) working days from receipt of the notice to choose one of the following options:

1. Transfer to a paraprofessional vacancy, or
2. Bump the least senior paraprofessional in the district.

Once the affected employee makes this election, employees affected by the election shall have the same right to choose from among the same options, provided the election is made within five (5) working days of notice of displacement.

- D. A displaced paraprofessional who chooses another position shall have the right to return to her displaced position if the position is re-instated. The employee will be given one opportunity to go back to a same classification position that she was displaced from not to exceed two years from displacement.
 - E. Paraprofessionals who are subject to impending layoff shall be notified in writing thirty (30) days prior to the actual day of layoff.
 - F. Employees to be laid off for a definite period of time due to school closings caused by emergencies or unusual conditions, will be given forty-eight (48) hours notice prior to layoff.
- 7.3
- A. When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff; that is, the most senior person on the layoff list will be recalled first until all laid off employees have been returned. An employee shall have the right to be recalled to any classification in the bargaining unit regardless of previous assignment.
 - B. Notice of recall shall be by email, phone or mail with a copy to the Union Steward. If an individual cannot be contacted and a fifteen (15) day period has passed and no adequate excuse can be provided by the employee or Union, the person's employment will be terminated.
 - C. Refusal of an employee to accept recall to full employment status shall result in termination of employment provided the employee has been given notice of fifteen (15) days prior to filling the vacancy.
 - D. Vacancies of sixty (60) calendar days or less, excluding recess periods, shall be filled on a substitute basis.

- E. It shall be the responsibility of the employee to notify the employer of any change of address or telephone number. The employee's address and telephone number, as it appears in the Employer's records, shall be conclusive when used in connection with layoffs, recalls, or other notices to employees.

**ARTICLE 8 NEW EMPLOYEES, PROBATIONARY EMPLOYEES,
SUBSTITUTE EMPLOYEES**

8.1 Probationary Employees

- A. New employees will serve a probationary period of sixty (60) working days. Employees whose work is deemed satisfactory by the supervisor and the Superintendent shall be considered as permanent on the sixty-first (61st) day.
- B. The Union shall represent probationary employees for all purposes except as limited by the provisions of this agreement. Effective December 1, 1994, new employees shall be eligible for union membership as of the first day of work or subject to the provisions of Article 3.
- C. The discharge of a probationary employee shall not be subject to the grievance procedure. Upon request, the probationary employee will be given the reasons for the discharge.

8.2 Substitute Employees

- A. Substitute employees may be hired to fill a temporary vacancy in the bargaining unit caused by the illness or short-term leave of a bargaining unit member. Such employee will be told at the time of hire that the job is on a daily basis and is not entitled to permanent status.
- B. Substitute work may be offered to laid-off employees on a seniority basis at the current rate of pay.
- C. Refusal of a laid-off employee to do substitute work will not affect the seniority status of the employee for recall.
- D. Laid-off employees shall receive priority for substituting.
- E. The School District agrees to recall from layoff or directly hire employees to fill vacancies caused by resignation, retirement, or dismissal of a bargaining unit member or the creation of a new position if such vacancy is known to be half a working year, its equivalent, or more.
- F. Any substitute who works in the same position continuously for sixty (60) or

more days will be granted an interview for that position, unless filled by a current bargaining unit member.

- G. Further if a substitute as described above is awarded this same position, the initial seniority date will be set to when the individual first began the above continuous substitute assignment.
- H. If, during a substitution period, a laid-off employee works in the same position for sixty (60) work days (excluding recess periods), that employee shall be treated as though a recall had been issued at the time the vacancy first occurred.
- I. During the course of substituting, a laid-off employee shall not be allowed the use of fringe benefits frozen at the time of layoff.

ARTICLE 9 PERSONNEL FILES

- 9.1 The official personnel file of all material relating to a bargaining unit member's employment shall be maintained by the Human Resources Office.
- 9.2 An employee shall have a right to review the contents of his/her personnel file. Material pertaining to initial employment by the employer, including letters of recommendation, shall be excluded at the time of review.
- 9.3 When an employee requests to review his/her personnel file, such review is restricted to the Human Resources Department and must be in the presence of the Superintendent or designee, and a representative of the Union if the employee so desires.
- 9.4 An employee may request to have material placed in his/her personnel file.
- 9.5 An employee shall be notified when material that is of a disciplinary nature is placed in a personnel file and shall be given a copy thereof. The employee shall have the right to make attachments to this material, if the employee desires.
- 9.6 All inclusions in the file must be signed and dated by the individual indicating knowledge of existence thereof.
- 9.7 Information from the personnel file released to a third party must be with the written permission of the employee, except as required by law.

ARTICLE 10 EVALUATION

- 10.1 The evaluation of the work of the paraprofessionals is the responsibility of the administration. In order that each Paraprofessional may be aware of the personal strengths and weaknesses, a written evaluation will be given to each first year Paraprofessional with prior notification of intent to evaluate by the supervisor. After the first year, paraprofessionals will be evaluated at least once a year with the Paraprofessional having prior notice of the evaluation. The written evaluation will include a statement of the improvements desired. Conference shall take place with the Paraprofessional and supervisor following each evaluation. If a Paraprofessional receives an adverse evaluation, a follow-up evaluation, based on the improvements desired, shall be done as needed. The Paraprofessional has the right to respond in writing to the evaluation and have the response attached to the evaluation.
- 10.2 A Paraprofessional's signature denotes that the evaluation has been seen. The signature does not necessarily mean that the Paraprofessional agrees with the contents of the evaluation.
- 10.3 Evaluations shall take place annually.

Refer to the Professional Growth Plan Evaluation Program Handbook effective September 1, 2011, for the evaluation process and forms for specific positions.

Copies may be downloaded from the district website www.southgateschools.com.

- 10.4 Contents of the evaluation shall not be subject to the grievance procedure.

ARTICLE 11 GRIEVANCE PROCEDURE

- 11.1 A grievance is defined to be any difference or complaint based upon an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of the Agreement. This grievance procedure shall not be applicable to any situation where the employee has a remedy to a governmental agency, where the Board is without legal authority to take the action sought, or to remedy a complaint where the matter complained of is not covered by this Agreement.
- 11.2 Nothing contained herein will be construed as limiting the right of any employee having a grievance, to discuss the matter informally with any supervisory or administrative personnel and having the grievance adjusted without intervention of the Union, provided the Union is given the opportunity to be present at such adjustment.

11.3 A. **Step I**

An employee or the union having a grievance shall first present the grievance in writing, on form provided by the District, to the immediate supervisor within ten (10) working days after the occurrence or discovery of the alleged violation of the contract. The grievance shall state the facts giving rise to the grievance, the date the grievance occurred, the articles and sections of the contract alleged to be violated, and shall be signed by the employee and local Union Steward. Within ten (10) working days following receipt of the grievance, the supervisor shall mail or deliver to the employee a written answer.

B. **Step II**

If the employee or the union is not satisfied with the supervisor's written answer, or if no answer was given by the supervisor within the time limit, the employee may appeal the grievance to the Superintendent or a designee, by filing the grievance with the Superintendent's office within ten (10) working days following receipt of the Supervisor's answer, or if no answer is given within ten (10) working days from the date the answer should have been given. Within ten (10) working days, the Superintendent or a designee shall schedule a meeting with the Union Steward, the Union business representative and the grievant upon request to discuss the grievance and the Superintendent or a designee shall answer the grievance within ten (10) working days following the meeting or the receipt of the grievance, whichever

is later, by mailing or delivering the answer to the aggrieved and Union Steward.

C. Step III

If the grievance is not resolved in Step 2 and the grievance involves an alleged violation of a specific Article and Section of this Agreement, then the Union may submit the grievance to Grievance Mediation with M.E.R.C. within thirty (30) days after the decision is rendered in Step 2, or, if no answer was given, within thirty (30) days following when the answer was due. Either the Union or the District may request that this step be skipped and go directly to Step 4.

D. Step IV

If Step 3 is skipped, if the District rejects the decision of a mediator, or if the Union is not satisfied with the outcome of Step 3 mediation, within thirty (30) days following a decision, the Union may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the Superintendent, with M.E.R.C. within forty-five (45) days after the decision is rendered in Step 2 or Step 3, or if no answer was given, when the answer was due. The Demand for Arbitration shall be signed by the Union, shall specify the Articles and Sections of the Agreement alleged to be violated by appropriate reference, shall specify the relief requested and shall in all other respects be in compliance with the rules of M.E.R.C.

11.4 In the event of a discharge or a suspension of a non-probationary employee, a grievance shall be initiated at Step 2 of the grievance procedure by the employee filing a grievance with the Superintendent's office within (5) working days of the discharge or suspension. Thereafter, Step 2 and all other steps of the grievance procedure shall apply.

11.5 The Arbitrator shall be selected in accordance with the rules of M.E.R.C. governing labor disputes. The costs for the service of the Arbitrator, including per diem expenses, shall be borne equally by the parties and all other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

11.6 **Powers of the Arbitrator**

It shall be the function of the arbitrator, except as limited below, after due investigation, to make a decision in cases of alleged violation of specific articles or sections of the Agreement; but, the arbitrator shall not add to, subtract from,

disregard, alter, or modify any of the terms of this Agreement or any practice, policy or right of the Board not in violation of this Agreement. Either party may request a decision on the arbitrability of the grievance before proceeding to a hearing on the merits. Both parties agree to be bound by the arbitrator's award.

- 11.7 Any grievance not advanced to the next step by the employee and/or Union within the time limit in that step shall be deemed withdrawn with prejudice.

Time limits may be extended by the Employer and the Union in writing; then the new date shall prevail.

- 11.8 Any agreement reached between the Employer and the Union representative is binding on all employees affected and cannot be changed by an individual.

- 11.9 Grievances arising under this Article shall be processed during non-working hours unless agreed otherwise. If an arbitration hearing is scheduled during working hours those employees whose attendance is required as a party or a witness shall have no loss of pay.

- 11.10 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay. The Employer shall not be required to pay back wages prior to the date a written grievance is filed. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

- 11.11 No more than one such grievance or dispute may be submitted in one arbitration proceeding except by written agreement of the parties.

ARTICLE 12 SPECIAL CONFERENCES

Special Conferences for important matters will be arranged between the steward the employer or its designated representative, upon the request of either party. Such meetings shall be held with at least two (2) representatives of the Union present. 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 in special conference shall be confined to those included in the agenda. The members of the Union shall not lose time or pay for time spent in such conferences. This meeting may be attended by the Union business representative.

ARTICLE 13 DISCHARGE, SUSPENSION, REPRIMAND

- 13.1 Paraprofessional employees are expected to comply with written rules and regulations that are adopted by the Board and do not conflict with the terms of the Agreement.
- 13.2 A Paraprofessional shall be entitled to have present a representative of the Union when an infraction of the rules, regulations or delinquency in performance merits a written reprimand or disciplinary actions that may result in suspension.
- 13.3 The School District has the right to dismiss or suspend seniority employees for the following reasons:
 - A. Undesirable conduct
 - B. Violation of written policy or regulations
 - C. Unsatisfactory evaluations
- 13.4 No Paraprofessional shall be disciplined, reprimanded, or reduced in rank or compensation without just cause. Written reprimands two (2) years, or more, old shall not be used against an employee and shall be destroyed.
- 13.5 Discharge or suspension of any employee not on probationary status will be automatically referred to special conference. Such special conference shall be held within five (5) working days from the date of discharge or suspension. Disposition of conference shall be issued in writing. If disposition of conference is not satisfactory, case shall go to Step 3 of the grievance procedure.

ARTICLE 14 COMPUTATION OF BACK WAGES

No claim for back wages shall exceed the amount of wages the employee would otherwise earn at their regular rates.

ARTICLE 15 LEAVES

- 15.1 Employees shall receive ten (10) sick leave days at the beginning of each school year, five (5) of these days shall be advanced at the beginning of each semester. Paraprofessionals who are hired after the start of the work year will have their sick leave days prorated based on the portion of the work year they actually work. Paraprofessionals who terminate their contract before the end of the school year and use more sick days than would be accumulated at the rate of one (1) day per month (September to June) shall reimburse the School District for the extra days used.

Only employees who are in a paid status or currently on an FMLA leave of absence at the beginning of each semester will have these days advanced. All others will have these days prorated upon their return to work.

In addition, upon exhaustion of sick leave, an employee may request for another member of the bargaining unit to donate sick leave days to his/her accumulation. The Board, upon written authorization from the Paraprofessional donating said days shall apply such days to the employee's accumulation and compensate the employee accordingly.

Any unused portion of these sick days shall be allowed to accumulate to a maximum of one hundred fifty (150) days. Upon voluntary termination of employment with the School District, a Paraprofessional shall receive severance pay in an amount equal to the employee's per diem rate for one-fourth (1/4) of the accumulated sick days. Upon retirement, separation by layoff, employees will be paid 1/3 of their accumulated sick leave days. Retirement shall be defined to mean an employee who is eligible to commence receiving and submits documentation that he/she will actually receive pension benefits from the Michigan School Employees Retirement Fund within thirty (30) days following termination of employment.

Upon the death of a paraprofessional, the beneficiary or estate shall be paid one-half (1/2) of the deceased's accumulated sick days.

Pay for a sick day shall be determined by multiplying the individual employee's hourly rate by that employee's normally scheduled hours of work on the day of the absence.

Options for payout of terminal pay

1. **Employee Elective Deferral of Termination Pay** The Employee may choose to

receive Termination Pay in cash compensation or to defer such Pay to a §403(b) account selected by the employee. Employee must sever employment with the Employer during the contract year and be eligible to apply for and commence their retirement from the state sponsored retirement system. The compensation shall equal the accumulated leave days (Termination Pay) benefit which is specified in this section of the Collective Bargaining Agreement. The Employer shall deposit the deferral no later than 2 ½ months or the end of the calendar year, whichever is longer, following the employee's severance date.

2. **Cash Option** Each employee may receive cash in lieu of or as an alternative to any of the Benefits described in this section.
3. **Contribution Limitations** In any application year, the maximum Employee Elective Deferral shall not cause an employee's §403(b) account to exceed the applicable contribution limit under §402(g) of the Internal Revenue Code of 1986, as amended (the "Code"), as adjusted for cost-of-living increases.
4. **§403(b) Accounts** Employee deferrals shall be deposited into the §403(b) account selected by the employee to receive Employee Elective Deferrals.
5. This Article shall be subject to IRS regulations and rulings. Should any portion be declared contrary to law, then such portion shall not be deemed valid and subsisting, but all other portions shall continue in full force and effect. As those portions declared contrary to law, the Association and Employer shall promptly meet and alter those portions in order to provide the same or similar benefit(s) which conform, as close as possible, to the original intent of the parties.

- 15.2 Personal business leave of three (3) days each year without loss of pay shall be granted in cases where such business cannot be conducted after work hours or on weekends. Personnel requesting business days shall give adequate notice. Unused personal business days shall be accumulated as sick days.

Personal business days shall not be used to extend a scheduled break unless there are extenuating circumstances, outside of the member's control.

- 15.3 A seniority employee may request a leave (subject to the other provisions of this Article) for the following reasons:
- A. Personal illness
 - B. Family illness
 - C. Education

- 15.4 Any employee whose personal illness extends beyond the period compensated under paragraph 15.1 above, and has a minimum of two (2) years continuous

employment in the District, 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 without the approval of the Board of Education, or its designee. In cases of exceptional circumstances, the Superintendent may waive the two-year requirement. Any health leave granted under this section shall be without pay or fringe benefits except as provided by law (such as the Family and Medical Leave Act).

- 15.5 The Superintendent, or designee, may at any time 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. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee shall sign such documents and medical release forms which are necessary in order for the District's physician or Personnel Office to secure from the employee's physician copies of all his/her pertinent medical records.
- 15.6 In the event of an absence of an employee due to personal illness or disability in excess of five (5) consecutive working days, then, at the employee's expense, the Superintendent or his designee, may require the employee to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence. Before returning to work, the employee, at his expense, shall provide a physician's statement indicating that he is able to resume his/her duties.
- 15.7 If an employee reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than fifteen (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resource Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the approximate date the employee's disability will commence, and the approximate expected length of the absence. In the case of a disability due to pregnancy, it is expected that an employee will comply with this section at least three (3) months before the expected date of birth.
- 15.8 In the event an employee is unable to perform his/her normal duties or functions, then the Superintendent or designee may require the employee to submit physicians' statements, at his expense, prior to the expiration date of the leave of absence.
- 15.9 Upon recovery from the illness or disability within the time limits granted in the

leave and upon submission of the physician's statements, the employee will be assigned to his same position.

- 15.10 In all cases where an employee is ill or disabled, he/she must request a leave of absence in writing and the failure of the employee to return to work on the date set forth by the School District, unless the leave has been extended by the School District, may result in the employee's termination and loss of his/her seniority. The decision to terminate the employment of the employee shall be the sole discretion of the Superintendent or designee.
- 15.11 Notwithstanding any other provision of Article 15 to the contrary, in the event an employee is requested by the School District, at any time, to fill an available position in the bargaining unit following the employee's recovery from the illness or disability, and the employee does not report to work in that position on the designated date set forth in the notification, then such employee shall have no further rights of reinstatement, and the employee's failure of acceptance shall be treated as a resignation of employment.
- 15.12 Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid to the employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- 15.13 If the employee's absence is, or can be reasonably expected to be more than thirty (30) working days, and the School District disputes the fact that the employee is unable to work, the Union or the School District may appeal this issue to M. E. R. C., and simultaneously service a copy upon the other party. The Demand for Arbitration shall set forth the nature or illness or disability which is in dispute.

Upon the filing of the Demand for Arbitration, M. E. R. C. shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to M. E. R. C., setting forth their choice of the Arbitrator in order of preference. If the parties do not agree upon an Arbitrator, then the physician arbitrator shall be selected by the M. E. R. C. in any other manner it deems best.

In cooperation with the parties, M. E. R. C. shall establish a hearing date, and the Arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.

It shall be the sole and only function of the Arbitrator, after due investigation, to render a decision whether the employee was ill or disabled to the extent that

he/she was, remains, or will be disabled to the extent that he/she was, is or will be unable to perform his/her daily duties and functions. If the Arbitrator's decision is in favor of the School District, the Arbitrator's decision shall require the employee to return all monies expended by the School District in paying any salary and fringe benefits during the time the employee was disabled or ill. Any disciplinary action the School District shall take shall not be decided by the Arbitrator under this provision.

The cost for the services of the physician Arbitrator, including per diem expenses, and the cost of filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them and neither party will be responsible for the expenses of the witnesses called by the other.

There shall be no appeal from the physician Arbitrator's decision; it shall be final and binding on the Union, its members, the employee involved, and the School District if the decision is within the scope of the physician Arbitrator's authority as set forth above.

- 15.14 If the School District disputes the illness or disability of the employee, and the absence of the employee will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to Article 11 and will not be subject to resolution by Article 15 (15.13) above.
- 15.15 As used herein, the term physician shall refer to a licensed physician M.D., or to a hospital, or clinic wherein the employee was treated by a licensed physician or osteopath.
- 15.16 Educational leaves of absence may be granted to seniority employees for a period not to exceed one year with an option to request a one-year extension. Such a leave may be granted for the purpose of study in the field of education. Upon submitting a request for an educational leave, the employee will state the planned course of study.

15.17 A personal unpaid leave for other than extending a regular vacation may be applied for by submitting a written statement. The request stating the reason shall be submitted to the Superintendent or delegated representative accompanied by an endorsement signed by the immediate supervisor. The leave may be granted if the operation of the office is not impaired by such leave. The leave shall be considered a short-term leave of ten (10) calendar days or less. In the event of extenuating circumstances, exceptions may be made to extend leaves. Provided, however, the Superintendent or designee's decision regarding the personal leave shall be final and not subject to the grievance procedure. The granting of such leave shall not result in the interruption of Board paid fringe benefits, provided the duration of said leave does not exceed thirty (30) calendar days.

15.18 A. There are a maximum of five (5) paid funeral days, at the time of the funeral, per school year for each funeral for spouse, child, mother, father, sister, brother, grandchild, grandparent, in-laws (mother, father, sister, brother, son, daughter, grandmother, grandfather).

B. Each employee will be granted one (1) funeral day per school year for a funeral not covered in Section A above.

15.19 There shall be six (6) allowable Act-of-God days per year when such days are declared by the Superintendent of the Board of Education

Personal business days or sick days may be used for additional Act of God days. Personal business days or sick days used for this purpose will be credited back to the employee if the district is not required to make these days up beyond the normal school calendar.

The first six (6) such days that teachers do not report, paraprofessionals shall not be required to report and no loss of compensation shall result. Days beyond six (6) shall be rescheduled in accordance with the teacher bargaining unit calendar and compensation shall be appropriately adjusted.

15.20 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation and benefits for such time. An employee granted Judicial Leave shall provide to the district proof of attendance at the proceeding.

ARTICLE 16 INSURANCE AND HOSPITALIZATION

16.1 Workers' Compensation.

Employees incurring on-the-job injuries will be protected by Workers' Compensation.

16.2 Life insurance.

The School District will select an insurance carrier and pay the premium to provide \$24,000.00 of term-life insurance for full-time seniority employees while employed by the District. Such policy may be individually converted, but according to the rules of the insurance carrier.

16.3 Vision Insurance.

The School District will select an insurance carrier and pay the premiums to provide a vision care policy which contains, among other provisions, the following:

A. Examination	\$35.00
B. Regular Lenses	56.00 per pair
C. Bifocal Lenses	90.00 per pair
D. Trifocal Lenses	110.00 per pair
E. Frames	55.00
F. Contact Lenses	115.00 per pair 200.00 per pair if medically required

16.4 Dental Insurance.

The School District will select an insurance carrier and pay the premiums to provide a dental insurance policy which contains, among other provisions, the following:

A. 80% of the basic dental, diagnostic and preventive services shall be paid by the carrier (maximum benefit (\$1,000 per person per year). Exclusions are:

1. Oral Hygiene Instructions
2. Experimental Treatment
3. Dietary Planning.
4. Cosmetics

B. 89% of Prosthetic Services to be paid by the carrier. Exclusions are:

1. Lost, misplaced or stolen prosthetics

2. Additional costs for gold

C. 60% of Orthodontic. Maximum benefit \$1,000 per person per lifetime.

16.5 **Health Insurance**

The School District agrees to provide Insurance for employees and family members with the same coverage as other bargaining units, and under the terms of P.A. 152 of 2011.

There shall be contract reopeners each October for purposes of healthcare insurance.

A paraprofessional may elect to waive the coverage provided above and receive four thousand dollars (\$4,000) per year , which shall be available to any member of the bargaining unit eligible for such coverage.

Cash in Lieu of Dental and Vision Coverage

A paraprofessional may elect to waive the dental and vision coverage above and receive two hundred dollars (\$200) per year provided dental and vision coverage can be obtained from another source other than the Southgate Community School District.

16.6 **Long Term Disability Insurance**

The School District will select an insurance carrier and pay the premiums to provide a long-term disability policy which contains among other provisions, the following:

A. Benefit of 66 $\frac{2}{3}$ % of the paraprofessionals salary not to exceed \$3,400 per month for a 12-month period.

B. The benefits shall continue until the paraprofessional reaches Social Security Normal Retirement Age.

C. Shall cover existing conditions.

D. Shall cover both occupational and non-occupational disabilities.

E. Contain an occupational rehabilitation waiver of no more than three (3) years.

F. Shall have a 90-day (calendar days) waiting period before the

paraprofessional is eligible for benefits.

G. Shall have an additional 20-day (calendar days) waiting period for recurrence of the same disability.

H. Shall cover disabilities that result from both illness or injury.

I. Social Security Freeze

ARTICLE 17 HOURS, WAGES AND HOLIDAYS

17.1

Hours

A. The normal working week and year shall coincide with the schedule for instructional personnel and be consistent with the building schedule. In the event the District should adopt an instructional calendar with half-days, the paraprofessional may elect from the following options with respect to the other portion of such day:

- Take personal leave time; or
- Take the time off without pay; or
- Work additional hours to earn the pay for such time off.

B. The normal working day shall be consistent with the schedule of the instructional staff at that level. The elementary schedule shall contain a duty-free, unpaid lunch period of forty-five (45) minutes. Secondary level will be consistent with the building schedule. No lunch period shall commence before 11:00 a.m. or after 1:00 p.m.

C. The preparation periods shall consist of fifteen (15) minutes in the morning and fifteen (15) minutes in the afternoon.

D. To qualify for the status of bargaining unit member, the employee must work a regular schedule of fifteen (15) hours or more per week at the elementary level, and sixteen (16) hours or more per week at the secondary level. Only bargaining unit members are eligible for fringe benefits.

E. In-service or training sessions conducted for all paraprofessionals are to be held during the normal school working day, whenever feasible. In the event the meetings extend after the normal working day, the Paraprofessional shall be reimbursed according to the hourly rate. Should such meetings extend the working days beyond eight (8) hours, the additional time will be reimbursed at one-and-one-half times the regular pay rate.

When there are half days with students not scheduled, paras will be responsible for attending professional development activities designed by the group or provided by the building principal.

F. All employees are expected to attend, without pay, the building staff meetings, not to exceed one (1) per month.

G. If an employee is required to attend a workshop, the employee shall be paid the hourly rate of pay. If the workshop results in more than forty (40) hours for that

week, the employee shall be paid one-and-a-half (1-1/2) times the hourly rate of pay for the time in excess of the forty (40) hours.

H. In addition, upon the approval of the building principal, a paraprofessional may elect to work and be compensated up to three (3) days prior to the start of the regular school year to set up his/her work station.

I. In the event a paraprofessional is required to travel during the course of their work day, they shall be compensated for their travel time and shall be reimbursed for their necessary mileage at the then current IRS rate.

Tuition Reimbursement (On-going Formal Education)

The District shall provide up to \$500 of college level tuition reimbursement annually per bargaining unit member for continuing education approved by the administration to upgrade their position.

17.2 Wages

- A. Employees shall be compensated in accordance with the wage schedule as set forth in Appendix A. All employee wages shall be computed on an hourly basis.
- B. New employees will be placed on Step 1 during their first year of employment. Employees will be placed on Step 2 at the beginning of their second year of employment. Employees will be placed on Step 3 at the beginning of their third year of employment and so forth.

17.3 A. All employees shall be entitled to the following paid holidays per year as follows:

Labor Day	1
Thanksgiving Break	2
Christmas Break	10
Good Friday	1
Spring Break	5
Memorial Day	1
Mid winter break	As set forth in the school calendar

The day before Thanksgiving, Election Day, and Martin Luther King Day shall be recognized as a holiday when placed on the school calendar as a holiday.

- B. In order to qualify for payment for a holiday, the employee must either work or be on a compensable leave day on the last scheduled working day prior to the holiday and the first scheduled working day following the holiday.

- 17.4 A. Daily payment for emergency short-term assignments in excess of one (1) hour but less than three (3) hours shall be the paraprofessional's regular pay for that day, plus \$20.00. Assignments in excess of three (3) hours shall be the paraprofessionals regular pay for that day, plus \$30.00.
- B. If a paraprofessional is required to assist, for special medical concerns, and pulled from their regular assignment, they will be compensated as specified in Article 17.4, even if it takes less than one hour.

17.5 **Longevity**

Longevity will be paid on a separate check in December based on completion of years of service achieved as of June 30 of the previous fiscal year, and for subsequent years thereafter, as outlined in this agreement.

A year of service of a bargaining unit member is any year that the bargaining unit member was actively and continually employed by Southgate Community School District and has worked what would be considered full time for that collective bargaining unit of the Southgate Community School District. Years of service for a bargaining unit member will commence as of the initial date of hire in any bargaining unit, for the purposes of this Article. A bargaining unit member will not earn a year of service for any year during which the bargaining unit member was laid off, unless otherwise provided by law.

5 years through 9 years	\$300.00
10 years through 14 years	\$400.00
15 years through 19 years	\$600.00
20 years and each year thereafter	\$1,000.00
25 + years	\$1,250.00

17.6 **Pay Period**

Three pay options are available to bargaining unit members. New hires under this contract are required to take option A below. Current bargaining unit members may switch to option A or continue their current option.

- A. Bargaining unit members will be paid their wages in twenty-six (26) equal payments annually or on a twenty-seven (27) equal payment pay schedule when calendar anomaly requires. See pay calendars in Appendix B
- B. Twenty-one (21) equal payments September to June.
- C. A lump sum payment representing the 22nd through 26th pay, to be paid at the 21st pay period.

ARTICLE 18 NO STRIKE CLAUSE

The word "Strike" shall be defined as a concerted failure to report to 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 duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions, compensation, or the rights, privileges or obligations of employment. There shall not be "Strikes" of any kind between Union, its officers, representatives, or members during the term of this agreement. There shall be no lockouts on the part of the employers.

ARTICLE 19 BOARD RIGHTS AND RESPONSIBILITY

- 19.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District except those which are clearly and expressly relinquished herein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the Board's right to:
- A. The management of the School District and the direction of the working forces, including but not limited to the establishment and enforcement of working rules the assignment of work to employees, the right to hire, promote, discharge, discipline, layoff and recall employees and to maintain discipline and efficiency, the scheduling of hours and shifts, the determination of the number and kinds of classifications to be established, or continued, the number of employees in such classifications and the work to be performed within the classification.
 - B. To determine the amount and size of the management organization, to determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distribution or disseminating methods and standards of operation, the means, methods, and processes or carrying on the work, and the institution of new and/or improved methods or changes therein, determine the number and location or relocation of its facilities and schools, including establishing an closing of such schools and facilities, determine the place where work is to be performed and the distribution of work, and the source of materials and supplies, determine the policy affecting the selection and training of employees.

ARTICLE 20 STATEMENT OF LAW

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. Wherever the terms of this contract are found to be in conflict with the provisions of the law, the parties agree to renegotiate such conflicting provision or provisions. All remaining provisions of this Agreement will remain intact.

ARTICLE 21 MISCELLANEOUS

21.1 Call-In Procedure

Absences from work should be reported to the School District at least one (1) hour prior to the Paraprofessional's scheduled starting time by using the current district procedure.

In the event that the employee knows that he/she will not be able to return to work on the next scheduled day he/she shall report this fact to the Building Principal by 2:00 p.m.

21.2 This Agreement supersedes and cancels all previous agreements between the parties, verbal or written, or based on alleged policies or practices.

21.4 The use of words referring to the male gender in any Article and/or Section of this Agreement shall likewise be read to include the female gender.

21.5 The School District shall reimburse each bargaining unit member the registration fee, and cost of required classroom materials and/or books for one class per year taken from the Southgate Adult Education High School completion program. To receive reimbursement, a course must be applicable to improving or enhancing job skills and/or professional development and have prior approval of the Superintendent or designee. Reimbursement shall be made within thirty days of evidence being submitted confirming completion of the course.

21.6 The School District and the Union shall abide by the Americans with Disability Act.

21.7 Paraprofessionals shall not smoke on school property.

21.8 The parties recognize that State law requires that the following provision be included in this collective bargaining agreement: An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. The Union does not agree that this provision is legal, and reserves its right to challenge the same.

ARTICLE 22 JOB SHARING

22.1 Definition

When two employees prefer to work half time, they may share a full time position with approval of the Superintendent.

22.2 Benefits

Two employees sharing a full time position will also share one (1) set of full time benefits as described below.

22.3 Hours

Job share employees will work half of the full time hours each week.

22.4 Sick and Personal Business Leave

The full time ten (10) sick days and three (3) personal business days will be split in half for hours earned and paid for each employee job sharing.

22.5 Student Half Days

On a day when school is schedule by the district for a half day for students, these employees will work their regular half time schedule

22.6 Longevity Pay

Longevity Pay for years worked as half time, shall be half of what would be paid if the employee had worked full time.

22.7 Holidays

The two (2) employees shall enjoy the same number of holidays as in the collective bargaining agreement, simply split for pay at ½ each.

22.8 Healthcare Insurance Opt Out

Half time employees are not eligible for Health Insurance benefits, but the opt out payment as agreed to in this document will be split equally between the two (2) job sharing employees.

22.9 Life Insurance and Disability

Coverage will be waived and not provided to either employee

ARTICLE 23 DURATION OF AGREEMENT

This Agreement shall become effective on the date of School Board ratification and shall continue in full force and effect up to and including August 31, 2020.

On September 1st, 2020 this Agreement shall terminate unless the parties enter into a written extension agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date shown below.

SOUTHGATE PARAPROFESSIONALS
TEAMSTERS LOCAL 214

SOUTHGATE COMMUNITY
SCHOOL DISTRICT

Mary Sertage 4-25-19
Mary Sertage, Steward date

Jason Craig 5/14/19
Jason Craig, President date

Mark Gaffney 5-31-19
Mark Gaffney, Teamsters Local 214 date

Jill Pastor 5-14-19
Jill Pastor, Superintendent date

APPENDIX A WAGE SCHEDULES

A. WAGE SCHEDULE

2018-19		2019-20	
<u>Step</u>	<u>Wage</u>	<u>Step</u>	<u>Wage</u>
1	\$13.56	1	\$13.83
2	\$13.85	2	\$14.13
3	\$14.15	3	\$14.43
4	\$14.45	4	\$14.74
5	\$14.75	5	\$15.05
6	\$15.05	6	\$15.35

B. Signing Stipend

Each member will receive a one-time, off scale signing stipend based on their 2017-18 pay step per the chart below.

2017-18 Step	2018-19 Step	Signing Stipend
0 (not yet hired)	1	\$275.00
1	2	\$650.00
4	5	\$650.00
5	6	\$700.00

