

MASTER AGREEMENT

between the

**DAVISON COMMUNITY SCHOOLS
BOARD OF EDUCATION**

and the

**DAVISON PARAPROFESSIONAL
ASSOCIATION- MEA-NEA**

2006/2008

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AGREEMENT

This Agreement is entered into on this 11th day of September, 2006, effective the 1st day of July, 2006, between the Davison Community Schools Board of Education (hereinafter called the "Employer") and the Davison Paraprofessional Association - MEA-NEA (hereinafter called the "Association").

PURPOSE

This Agreement has been negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended, to establish the wages, hours, and terms and conditions of employment for the members of the bargaining unit herein defined.

It is the general purpose of this Agreement to promote the mutual interests of the Employer and its employees and to provide for the paraprofessional services determined by the Employer under methods which will further, to the fullest extent possible, the economic and efficient realization of the maximum quantity and quality of such services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

The Employer and the Association recognize the importance of orderly and peaceful relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to the proper interpretation and implementation of this Agreement and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

ARTICLE 1 - RECOGNITION

A. Unit Description

The Employer recognizes the Association as the exclusive bargaining representative for the following employees:

All regular full- and part-time paraprofessionals, including Title I paraprofessionals, at-risk paraprofessionals, special education paraprofessionals, library paraprofessionals, vocational education paraprofessionals, technology program paraprofessionals, Native American paraprofessionals, security paraprofessionals, and detention paraprofessionals.

Excluding substitute paraprofessionals, office assistants, health nurse helper, playground monitors, lunchroom monitors, child care program/Latch Key teachers, child care program/Latch Key assistant directors, child care program/Latch Key care givers, and all other employees.

B. Definitions

The term "employee" when used herein shall refer to all employees represented by the Association in the bargaining unit defined above. References to one gender shall include the other.

ARTICLE 2 - EMPLOYER RIGHTS

A. Rights Reserved

It is agreed that the Employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the Association, all the powers, rights, and authority granted by law or which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer. These rights include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the school district, its facilities, equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and the scheduling of all personnel.
3. Hire all employees and, subject to the provisions of law, determine their qualifications and the conditions of their continued employment or their dismissal, discipline, or demotion and to promote, assign, transfer, and lay off employees, and to reduce or increase the number of hours worked and to determine work hours and days.
4. Determine job descriptions.
5. Determine fitness for continued employment and require physical or mental examinations of employees, including drug and alcohol testing, by Employer-selected licensed physicians and technicians at the Employer's expense for any amount not covered by insurance.
6. Determine the services, supplies, and equipment necessary to continue its operations and to determine all processes, methods, and means of providing its services and determine schedules and standards of operation, and the institution of new or improved methods.
7. Determine the number and location or relocation of its facilities and work stations.
8. Adopt rules and regulations not in conflict with this agreement or any applicable laws.
9. Determine the financial policies, including all accounting procedures.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision, and structure of organization.
11. Establish, modify, or change any condition except those covered by the specific provisions of this Agreement.

B. Contract Interpretation

In the event of a claim of misinterpretation or misapplication of this Agreement, the integrity of this Article shall be preserved and provide the paramount premise for interpretation or application of this Agreement.

C. Limitation on Employer Rights

Management shall have all other rights and prerogatives including those exercised unilaterally in the past, subject only to express restrictions on such rights, if any, as are provided in this Agreement. The exercise of the above powers, rights, and authority by the Employer and the adoption of policies, rules, and regulations shall be limited only by the express terms of this Agreement.

ARTICLE 3 - ASSOCIATION RIGHTS

A. Use Of Buildings and Equipment

1. The Association may use school buildings consistent with Board policy at reasonable hours for meetings, provided a written request stating the reason is submitted by the Association President or designee and advance written approval is received from the Assistant Superintendent for Personnel or his designee except in emergency situations when a verbal request and approval would be sufficient.
2. Upon request of the Association President or designee demonstrating need, and with prior approval of the Assistant Superintendent for Personnel or his designee, the Association may use certain Employer designated office equipment at reasonable times when not otherwise in use. The Association will comply with Board prescribed rules pertaining to the use of all school equipment. The Association shall pay for the reasonable cost of equipment use, including the cost of all materials and supplies.
3. The Association may use one Employer designated bulletin board in each school building for Association business affecting unit employees. The Employer reserves the right to regulate any material on the bulletin board. The Association shall have use of the internal mail delivery system of the Board without cost.

B. Association Business

Duly authorized representatives of the Association shall be permitted to transact official Association business on school property at reasonable hours, provided that such activities do not occur anytime within the work hours of the employees involved, including during breaks. Any non-employee representative must check in with the appropriate supervisor or building principal upon arrival. Grievances shall normally be processed outside work hours. However, this section shall not preclude the processing of grievances with Employer representatives at mutually agreed upon times.

C. Information

The Employer agrees to furnish, at cost according to Board policy, to the Association President or designee in response to reasonable requests in writing, a copy of available public information.

D. Association Insignia

Employees may wear insignia, pins, or other identification of membership in the Association either on or off district premises.

E. Agency Shop

1. Employees, now or hereafter, covered by this Agreement who have submitted properly executed dues authorization forms shall have dues deducted pursuant to this Article. Employees are not required to be members of the Association. Employees who are not members of the Association shall be required, as a condition of employment, to pay a service fee of a legally permissible amount, as specified by the Association but not to exceed the amount of dues, which has been determined through appropriate legal procedures. Any authorization form for deduction of dues or a service fee is to be signed by the employee and provisions for revocation thereof shall be consistent with legal requirements.
2. The authorized deduction of dues or service fees shall be made from a regular paycheck each month, starting with September of each year. The employer agrees to remit the proper amounts of money within fifteen (15) days after each payroll deduction to the designee of the Association accompanied by an alphabetized list of employees, with the amount deducted. In the event a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where an employee demands a refund, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Association.
3. The Association shall notify the Employer thirty (30) days prior to any change in the amount of dues or fees.
4. Any bargaining unit member who is not a member of the Association in good standing, or who does not make application for membership within thirty (30) days from the date of commencement of duties shall, as a condition of employment, pay a service fee to the Association the amount of which has been determined through appropriate legal procedures as specified by the Association provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided in section 2 above. In the event an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in section 2 above, the Employer shall at the request of the Association, involuntarily deduct the service fees pursuant to MCLA 408.477.
5. The procedure in all cases of non-payment of the service fee shall be as follows:
 - a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Employer in the event on non-compliance.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Employer to make such deduction.

- c. Payroll deductions made pursuant to the procedure above shall be made in equal amounts as nearly as possible from the paycheck of the bargaining unit member so affected.
6. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Association has established a policy regarding "Objections to the Political-Ideological Expenditures - Administrative Procedures". The policy, and the administrative procedures (including the timetable for payment) pursuant thereto, apply only to non-Association bargaining unit members. The remedies set forth in the policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim, or complaint by such objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.
7. The Employer shall inform all new employees in writing that the payment of dues or the service fee is a condition of employment. A copy of said notice shall be provided to the Association.
8. The Association agrees to assume and pay the expense of the legal defense of any suit or action brought against the Employer due to the implementation of its responsibility under this article. The Association further agrees to indemnify the Employer for costs or damages, including unemployment compensation and any back pay, which may be assessed against the Employer as the result of said suit or action subject to the following conditions.
 - a. The Association after consultation with the Employer, has the right to decide whether to defend any said action, or whether or not to appeal the decision of any court or other tribunal regarding the validity of any section hereof, or the expense which may be assessed against the Employer by any court or tribunal.
 - b. The Association has the right to choose the legal counsel to defend any such suit or action provided said legal counsel is acceptable to the Employer, and acceptance shall not be unreasonably withheld.
 - c. The Association shall have the right to compromise or settle any claim made against the Employer under this article.

ARTICLE 4 - EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Performance Responsibilities

Employees are required to fully and faithfully perform all responsibilities in an appropriate and satisfactory manner. Failure to do so may result in discipline or discharge. Among the reasons for dismissal, suspension, or other disciplinary action of any employee at the option of the Employer are the following, by way of illustration and not limitation: unsatisfactory work performance; physical or mental inability to perform job responsibilities; being in possession of or under the influence of drugs or alcoholic beverages during work hours; dishonesty; insubordination; disseminating confidential information or breach of confidentiality; unauthorized absence; repeated tardiness or absenteeism; abuse of break time; theft or misappropriation; horseplay; violence or destruction of property; possession of a weapon; immoral conduct; neglect of work or leaving the work area without permission; driving in an improper or unsafe manner while operating a school vehicle; abuse of sick leave, personal business leave, or other leave days; violation of Board rules or policy unacceptable rapport with students, parents, or other employees or harassment of students or employees, sexual or otherwise; threatening, intimidating, coercing, or interfering with employees or supervision at any time; making false or malicious statements about others; falsification of information; conviction of a felony or misdemeanor; engaging in unlawful or improper conduct during non-working hours which may affect the employee's relationship to her job or the district's reputation.

B. Discipline

Employees shall not be disciplined or discharged for arbitrary or capricious reasons.

C. Response to Discipline

Any employee who wishes to respond to a written disciplinary action must do so in writing to the supervisor who issued the discipline within five (5) work days. Such response shall be attached to the file copy of the disciplinary material in question.

D. Representative

An employee may have present a representative of the Association during any meeting which the employee reasonably believes will result in disciplinary action by the Employer. This section shall not apply to evaluation conferences. If representation is desired, no action will be taken until an Association representative is present unless immediate action is necessary.

E. Personnel File

An employee will have the right to review the contents of his/her personnel file according to law and to have a representative of the Association accompany his/her in such review.

F. Complaints

No student, parental, or school personnel complaint originating after initial employment will be the basis for discipline or be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.

G. Assault

Any case of assault or threat upon an employee shall be promptly reported to the Employer.

H. Student Management/Control

Employees shall assist with the maintenance and control of students. However, all employees shall observe rules respecting corporal punishment of students as established by the Board or required by state law. Employees may only use such physical force with a student as is necessary to protect themselves or others from attack or physical injury, or to prevent damage to district property in accordance with the law.

I. Unsafe Conditions

Employees shall be required to perform all work responsibilities as directed but shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Any alleged unsafe conditions or tasks shall be immediately reported to the employee's immediate supervisor and to the Assistant Superintendent for Personnel.

J. Equipment

Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies, equipment, and training as determined by the Employer to perform their assigned tasks.

K. Attire

All employees are expected to dress appropriately according to assignment. If any employee is required to wear a uniform, the Employer will provide the same. The employee will be responsible for maintaining the uniform.

L. Student Information

Any employee required to provide services to a student will have access to information about the student which the employee has a need to know as determined by the Employer. Each employee must maintain the confidentiality of information about

students pursuant to the Family Educational Rights and Privacy Act, and other laws and regulations.

M. Medical Information

Employees will be given medical information about students which the Employer determines there is a need for the employee to know.

N. Medication

Employees may be required to dispense or administer medication to students consistent with law and Board policy.

ARTICLE 5 - CONTRACT MANAGEMENT COMMITTEE AND NEGOTIATIONS

A. Contract Management Committee

1. The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems.
2. In order to facilitate communications between the Board and the Association, a Contract Management Committee (CMC) comprised of representatives from the Association and the Board will meet on a regular basis, usually monthly, to discuss topics and resolve issues and problems.
3. The Contract Management Committee will operate under written Win-Win procedures adopted by consensus.
4. Employees, immediate supervisors/administrators, and building representatives are expected to share their problems and concerns at the program/building level or with the appropriate administrator so that the problem or concern can be researched, discussed, and resolved at the lowest possible level.
5. Problems and concerns that cannot be resolved at the program/building level or that may more appropriately be taken initially at Contract Management Committee may be referred to the Contract Management Committee by an employee, the Association, a supervisor, or the Board.
6. Nothing in this article shall be construed to prevent the employee or the Association from filing a grievance, or to prevent either party from making a negotiation proposal. However, the 10-day grievance-filing deadline in of this agreement is delayed until a solution or recommendation is made by the Contract Management Committee.
7. The Contract Management Committee will attempt to resolve issues and problems prior to implementing the grievance procedure or referring them to the negotiation process. However, a problem may be taken through the grievance procedure and/or through the CMC at the same time or separately.
8. Issues or problems may be referred by the Contract Management Committee, the Association, the Board, or an employee to the grievance procedure or negotiations process if it is deemed that the CMC is not the appropriate committee to meet and resolve the issue or problem.
9. The Contract Management Committee will be responsible for directing and overseeing the work of committees it may choose to create from time to time.
10. All Contract Management Committee meetings shall be held at times other than when the Association representative are to be on the job except as otherwise arranged by mutual agreement.

B. Negotiations Procedure:

1. Win-Win Negotiations

The Board and the Association support the concept of Win-Win Negotiations and will work as a team to resolve mutual concerns and problems in the negotiations of successor agreements. The parties agree to participate in joint Win-Win training prior to the commencement of bargaining.

2. Commencement

Negotiations between the parties on a successor agreement shall begin at least sixty (60) days prior to the expiration of the contract term.

3. Teams

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

4. Agreement

There shall be two signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. Copies of this Agreement shall be printed at the Employer's cost within thirty (30) days after the Agreement is signed and distributed by the Association to all employees now employed or hereafter employed by the Employer.

5. Discussion of Contract Issues

By mutual agreement, representatives of the Employer and Association may meet to discuss contract issues that may arise. The parties may reduce mutual agreements to writing. Any agreement that adds to or changes any provision of this contract is subject to ratification of the respective parties.

6. Policy Notification

Employees affected by a new or revised policy will be notified within thirty (30) days.

ARTICLE 6 - GRIEVANCE PROCEDURE

A. Definitions

A grievance shall be an alleged violation of the express terms of this Agreement. The term days shall mean work days, except that when school is not in session it shall mean weekdays. Holidays shall not count as workdays or weekdays.

B. Oral Discussion

Should any differences, disputes, or complaints arise over the interpretation or application of this Agreement, there shall be an earnest effort on the part of the parties to settle such disagreement promptly through the following steps and using problem solving techniques when possible. An employee with a contract problem must orally discuss the problem with his/her building principal or designee and attempt to resolve the matter within ten (10) days of the occurrence or knowledge of the condition giving rise to the contract problem.

C. Filing

If satisfactory resolution of the problem is not obtained, the employee may submit a written grievance problem to the building principal or designee within ten (10) days of the occurrence of the condition giving rise to the grievance problem. The Grievance/Problem Report Form (Appendix B) shall be used. Should an employee fail to institute a grievance problem within the time limits specified, the grievance shall be considered untimely and will not be processed. The written grievance problem shall be signed by the grievant and shall specifically state: who is affected; what happened; when it happened; what specific part(s) of the contract is alleged to have been violated; and what specific remedy is requested.

D. Level One

The building principal or designee shall meet with the grievant and the Association representative not later than ten (10) days following receipt of the written grievance problem. The building principal or designee shall issue the disposition of the grievance problem in writing within ten (10) days of the meeting.

E. Level Two

If the decision of the building principal or designee is not considered acceptable to the Association, the Association may present the written grievance problem to the Assistant Superintendent for Personnel or his/her designee within ten (10) days of receipt of the decision of the building principal or designee. The Association must state the reason(s) why the decision of the building principal or designee was not considered acceptable. The Assistant Superintendent for Personnel or his/her designee shall meet with the grievant and the Association within ten (10) days from the date of his/her receipt of the grievance. The Assistant Superintendent for Personnel or his/her designee shall issue a decision in writing relative to the grievance within ten (10) days of the meeting.

F. Level Three

If the decision of the Assistant Superintendent for Personnel or designee is not considered acceptable to the Association, the Association may present the written grievance problem to the Superintendent within ten (10) days of receipt of the decision of

the Assistant Superintendent for Personnel. The Association must state the reason(s) why the decision of the Assistant Superintendent was not considered acceptable.

The Superintendent shall meet with the Association within ten (10) days from the date of receipt of the grievance. The Superintendent shall issue a decision in writing relative to the grievance within ten (10) days of the meeting. The disposition of the Superintendent shall be final.

Whenever any grievance pertains to a matter of individual discipline involving suspension or termination, then the Association may request that the grievance be referred to a state mediator. The mediator will attempt to resolve the grievance to the satisfaction of both parties. Any suggestions or decisions from the mediator will not be binding on either party. If a resolution to the grievance is not reached through mediation, the disposition of the Superintendent shall be final.

G. Time Limits

Time limits shall be strictly observed and may be extended only by written mutual agreement. Grievances not timely filed may not be processed. Should an employee or the Association fail to appeal a decision within any time limits specified, all further proceedings on the grievance shall be barred and shall be deemed an acceptance of the decision last issued. Should the Employer fail to respond within the time limits specified, the Association may proceed to the next level of the grievance procedure.

H. Employee Consent

The Association shall have no right to initiate a grievance involving the right of an employee without his/her express approval in writing thereon. The Association may file a grievance but at least one affected member must also sign the grievance.

I. Processing

All preparation, filing, presentation, or consideration of grievances shall be held at times other than when the employee or participating Association representative are to be on the job except as otherwise arranged by mutual agreement.

J. Grievance Limitations

Probationary employees may not grieve termination of employment but may grieve discipline less than discharge through Level Two. The decision of the Employer relative to the filling of vacancies in Article 8 (E), Assignment/Reassignment in Article 8 (G), and the granting of Experience and Training pay credit in Article 9 (I) may be grieved only through Level Two and not to Level Three.

ARTICLE 7 - WORK YEAR, WORK WEEK, WORK DAY

A. Work Year

The normal work year and schedule of work days for each regular employee shall be as designated by the Employer and may be changed by the Employer at any time.

B. Work Week

The work week shall begin at 12:01 a.m. on Monday and consist of Employer designated work days and hours.

C. Work Day and Hours

The normal number of hours of work and the schedule of hours for each employee shall be determined by the Employer and may be changed by the Employer at any time. The duration and scheduling of lunch periods and breaks, paid or unpaid, if any, shall be determined by the Employer. Lunch and break time may not be banked and used to reduce the employee's regularly assigned work day. Adjustments in an individual employee's normal schedule on a given day due to unusual circumstances may be approved by the immediate supervisor or building principal or Assistant Superintendent for Personnel, but the decision shall not be the basis for a grievance nor constitute a precedent or past practice.

D. Scheduled Work Day Cancellation

The determination to cancel, delay, and/or reschedule any day of work or partial day shall be the prerogative of the Employer and shall not be grievable. When an employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee will not be required to report on such days, except as required by the Employer. The employee will be compensated for the day as long as the state does not require the day to be made up. Such employee will be required to work on any make-up days and will be paid for those days. After an employee reports for work, if the rest of the employee's scheduled work day is canceled due to inclement weather or other conditions beyond the Employer's control, the employee (except for those employees required to remain) may leave when released by the building principal and will be paid for the balance of the employee's regular day. In the event an employee receives unemployment compensation benefits (including underemployment benefits) due to days of work not being held when scheduled which are later made up, the employee's pay will be adjusted by an amount equal to unemployment compensation received.

ARTICLE 8 - VACANCIES, PROMOTIONS, & ASSIGNMENTS, TRANSFERS, AND LAYOFFS

A. Definition

A "vacancy" shall be defined as a newly-created position or a present position that has been permanently vacated and which will be filled except when there is a qualified employee from the classification on layoff.

B. Request for Reassignment and/or Transfer

Employees requesting reassignment or transfer may submit a written request specifically identifying the position and/or building desired to the Assistant Superintendent for Personnel by March 31st annually. The Employer will notify those individuals if such positions become available. Consideration will be given to those individuals still interested before the open position is posted.

C. Posting

After internal reassignments and transfers, all remaining bargaining unit vacancies shall be posted in a conspicuous place for a period of seven (7) calendar days. If a vacancy is posted when school is not in session, notice of the posting will, as soon as feasible, be included on the District web site. Said posting shall contain the following information:

Classification; minimum qualifications; approximate starting date; rate of pay; and approximate hours to be worked.

The Employer may in its discretion determine to post a position which had been filled by an employee on a long-term leave of absence.

D. Application for Vacancy

Interested employees may apply in writing to the Assistant Superintendent for Personnel or designee within the seven (7) day posting period. The Employer may temporarily fill any vacancy during the posting and selection process with another employee or with a substitute.

E. Filling Vacancies

When filling a paraprofessional vacancy, the Employer will interview all presently employed paraprofessionals who apply and meet the posted qualifications. The Employer will take into consideration factors including, but not limited to, past performance, length of service as a paraprofessional, and whom the Employer considers to be the most likely to succeed in a position. (See Section I for definition of length of service.)

The decision of the Employer shall not be grievable beyond Level 2. The Employer may withdraw a posting at any time.

F. Notice of Selection

The Employer shall notify the interviewed applicants to indicate whether they have been hired.

G. Assignment and Reassignment

The Employer will attempt to avoid involuntary reassignments. However, employees are subject to assignment and reassignment (which may include transfer to another building) at any time at the discretion of the Employer and such decision shall not be grievable beyond Level 2.

H. Temporary Assignment

An employee assigned to perform the work of an absent bargaining unit employee in excess of one hour will be paid at a rate for those duties based on the minimum rate for the position temporarily assigned. However, an employee's pay rate shall not be reduced as a result of such assignment. Placement in a temporary assignment will give the employee no additional benefits in that position, nor the right to expect permanent assignment in that position.

I. Length of Service

Length of service as a paraprofessional shall be the most recent start date of hire as a paraprofessional. It shall not include any prior employment with the Davison Community Schools, such as prior playground, substitute, or paraprofessional employment time.

J. Transfers

The need for involuntary transfer or change in hours will be determined by the administrative supervisor. When transferring people, the following should be considered:

- Allow paraprofessionals to stay in building, if desired.
- Offer voluntary transfers or changes in hours.
- Displaced people get first priority when openings occur.
- Lowest seniority person within a classification in a building would be displaced when hours are cut, if all other factors are equal.
- If more than one person will be displaced, seniority, experience, job performance, full-time/half-time, and scheduling will determine who will fill openings.
- Based on the above considerations, the decision as to who will be transferred or reduced/increased in hours, will be determined by administrative supervisor.
- Post available openings.

K. Layoff

In the event of a layoff, the person with the most recent date of hire within a classification will be laid off first when other factors are equal.

Employees laid off may apply for vacancies in another classification (as listed in Appendix A).

ARTICLE 9 - COMPENSATION AND INSURANCE

A. Compensation

The basic hourly wage rates of each employee shall be as set forth in Appendix A.

B. Overtime

Overtime work, which will be voluntary to the extent feasible but which may be required, will be assigned as determined appropriate by the Employer. Using substitutes or assigning overtime or not replacing absent employees will be discretionary with the Employer. The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over forty (40) hours in one (1) week.
2. Double time will be paid for all hours worked on the following holidays: Labor Day, Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day and Memorial Day.
3. Paid leave shall not count toward hours worked.
4. Compensatory time off may be given if mutually agreeable to the Employer and the employee. Said time shall be at time and one-half if in excess of forty (40) hours per week.

C. Meetings

Employees may be required to attend meetings, including I.E.P.T. meetings, outside regular work hours. Employees required to attend such meetings will be compensated at their regular hourly wage rate subject to the provisions of Section B above. Required meetings will be so specified, otherwise they will be considered voluntary.

D. Call-In Pay

Employees called into work shall receive a minimum of two (2) hours pay at their regular rate provided they work for two (2) hours. This section is subject to the provisions of Section B above.

E. Work for Outside Groups

Extra employee work time (beyond the employee's regular work time), as assigned by the Employer, which results from non-employer groups using school facilities will be paid at the employee's regular pay rate for that work subject to the provisions of Section B above.

F. Reimbursement for Medical Examinations

Any employee (except new hires) who is required by the Employer to take a medical exam will be reimbursed for the actual cost of the exam which is not covered by insurance. A doctor selected by the Employer will perform the exam.

G. Individual Contracts

Compensation for doing bargaining unit work pursuant to any individual contract between the Employer and an employee shall be consistent with the compensation rates specified in this Agreement or as agreed otherwise between the Employer and Association. However, this shall not apply to non-regular or ad hoc security type work that is contracted out to anyone, including an employee. This also shall not apply to substitute work performed by an employee from a different classification.

H. Non-Bargaining Unit Work

Any employee who agrees to do non-bargaining unit work shall be paid at the rate designated for the work performed. He/she shall have no expectation of being paid his/her bargaining unit rate.

I. Experience and Training Credit

The Employer may grant to new hires, or employees being reassigned from one classification to another, whatever credit for prior experience and/or training is deemed appropriate by the Employer and determine the employee's hourly wage rate up to the maximum. Such decisions shall not be grievable beyond Level 2.

J. Life Insurance

The Employer shall provide \$5,000 group life insurance protection that shall be paid to the employee's designated beneficiary. Said policy shall provide AD&D and waiver of premium coverage.

K. Medical Insurance Option

The Employer shall provide employees the option of purchasing medical insurance as determined by CMC at their own expense through payroll deduction. Employees may pay premiums only through payroll deduction with either after tax dollars or with pretax dollars through an IRS Section 125 Premium Contribution Plan.

L. Payroll Deduction Options

The Employer agrees to reasonable payroll deductions for the following areas and other deductions as agreed through the Contract Management Committee:

1. Association dues or representation fees pursuant to Article 3

2. United Way
3. FASECU
4. Approved Tax Deferred Annuities
5. MESSA and MEFSA programs
6. Davison Education Foundation
7. Horace Mann programs

M. Mileage Reimbursement

Employees required to use their personal car for school business will be reimbursed in accordance with the current Board policy.

ARTICLE 10 - EVALUATION

A - Evaluation

Employees shall be evaluated as deemed appropriate by the Employer. Employees can be expected to be evaluated by their immediate supervisor or designee with input from others on all relevant aspects of their employment including job descriptions. If a supervisor believes an employee is doing unacceptable work, the reason(s) shall be stated in the evaluation, as well as suggestions for improvement. Evaluations may not be grieved past level two.

B - Response

Following each formal evaluation, which shall include a conference with the evaluator or designee to be scheduled by the evaluator or designee at a mutually agreeable time, the employee shall sign and be given a copy of the evaluation report prepared by the evaluator. The employee's signature shall not be construed to mean that he/she necessarily agrees with the contents of the evaluation. An employee may submit additional comments to the written evaluation if he/she so desires within ten (10) calendar days which shall be attached to the evaluation. All written evaluations are to be placed in the employee's personnel file.

C - Termination

If an employee is not continued in employment, the Employer will advise the employee of the reason(s) therefore in writing.

ARTICLE 11 - LEAVES

PAID LEAVES

A - Sick Leave

1. Employees who normally work at least fifteen (15) hours per week will be granted nine (9) days per year of sick leave upon reporting at the beginning of the employee's work year. The employee will only be credited with hours of sick leave equivalent to the scheduled average number of hours worked per day. Sick leave for employees who only work part of the year for that employee's classification will be prorated. Unused sick leave may accumulate from year to year up to a maximum of 200 hours for 2004/2005 and 280 hours for 2005/2006 at the end of each year. Employees who normally work less than fifteen (15) hours per week shall receive no paid leave days.
2. At the beginning of the contract year, the employee will have the current year's allowance available provided the employee reports for work. However, if an employee terminates employment before the sick leave hours used would have been earned, the amount for those hours used in excess will be deducted from the employee's last paycheck.
3. The following incentive will be paid at the end of the school year:

If the employee uses 0 sick time during the year	=	\$100.00 pay bonus
If the employee uses up to and including 1 sick day during the year	=	\$75.00 pay bonus
If the employee uses from 1 up to and including 2 sick days	=	\$50.00 pay bonus

An employee who uses dock time will not be eligible for the incentive. The use of personal time, approved bereavement time, and jury duty will not be a factor in determining eligibility for payment under this incentive.

B - Leaves of Absence Charged to Sick Leave

1. Personal Illness:
An employee may use sick leave for her own personal illness or disability, or doctor appointments which cannot be scheduled outside of work time, as needed up to the number of days available to the individual. The Employer may require verification of need for absence from a physician when abuse is suspected, when there is a pattern of use, when there is an extended absence, or upon return to work when fitness may be an issue.
2. Family illness:
Up to two (2) days per fiscal year (July 1 to June 30) may be used for the illness of a member of the employee's "immediate family" which shall be defined as the employee's parent, spouse, child, or any relative who is a permanent resident of the employee's

household. The Employer may require verification of need for absence from a physician. Supervisors may approve more than two days for family illness.

C - Personal Time

Each employee who normally works at least fifteen (15) hours per week may use up to two (2) days per fiscal year (July 1 to June 30) (out of the nine (9) sick leave days per year) for personal business. The employee will only be credited with personal time equivalent to the scheduled average number of hours worked per day. Personal time for employees who only work part of the year for that employee's classification will be prorated. The use of this time must be arranged in advance with the employee's immediate supervisor.

Unused personal hours shall accumulate as sick leave annually up to the maximum accumulation allowed.

An employee planning to use personal time shall submit his/her written request on the Employer approved form to his/her immediate supervisor for approval at least twenty-four (24) hours in advance, except in cases of emergency.

D - Bereavement Leave

1. Each employee who normally works at least fifteen (15) hours per week will be granted up to two (2) days paid leave per fiscal year in the case of a death in the immediate family. The employee will only be credited with bereavement leave equivalent to the scheduled average number of hours worked per day. Bereavement leave for employees who only work part of the year for that employee's classification will be prorated. For purposes of this section, the immediate family will be defined as parent, parent-in-law, spouse, child, siblings, son-in-law, daughter-in-law, grandparent and grandparent-in-law. The days must be taken immediately following the death and to attend the funeral. Supervisors may approve bereavement leave for other than immediate family.
2. Any additional unpaid funeral leave may be granted by the Assistant Superintendent for Personnel upon written application on the district approved form.

E - In-Service

A leave of absence with pay may be granted for in-service activities, attending conferences, conventions, workshops, and seminars when such attendance is approved by the Employer.

F - Witness

Leave of absence with pay will be granted for court appearances as a witness in any case in which the employee's connection with the case stems from his/her employment with the Employer, provided that the legal action is not instigated by or on behalf of the employee or Association against the Employer. If a witness fee is paid to the employee by the court, that amount will be deducted from the employee's pay.

G - Jury Duty

1. An employee who normally works at least fifteen (15) hours per week and who is summoned and reports for jury duty, as prescribed by applicable law, shall be paid by the Employer the amount of wages the employee otherwise would have earned by working straight time hours for the Employer on that day [and the daily jury duty fee paid by the court (not including travel allowances or reimbursements of expenses for each day's jurist service) will be turned in to the Employer]. The obligation of the Employer to pay the employee for jury duty is limited to a maximum of ten (10) days in any fiscal year. Supervisors may approve additional paid jury duty time.
2. In order to receive payment, the employee must give the Employer prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported to or performed jury duty on the days for which he/she claims such payment.
3. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

H - Association Business

The union president or designee will be allowed paid leave time for one (1) day per year to conduct union business. The purpose of said day must be mutually agreed upon with the personnel office and the union president. Additional time may be requested at union expense.

I- Incremental Use of Paid Leave Time

Paid leave time of less than an employee's full work day must be used in increments of fifteen (15) minutes.

UNPAID LEAVES

J - Leave of Absence Without Pay or Fringe Benefits

1. A leave of absence of up to twelve weeks will be granted for the purpose of child care upon the request of the employee to care for a newborn, newly adopted, or critically ill child.
2. An employee whose illness or disability extends beyond the period compensated by sick leave will be granted a leave of absence for the duration of the illness or disability up to a maximum of one (1) year.
3. An employee may be granted a leave of absence for up to one (1) year for personal reasons, including, but not limited to, child care, study, family concerns, or travel. The granting of personal leave shall be at the Employer's discretion. Allowing a leave under this subsection will not constitute a precedent or past practice. Denial of a leave request will not be grievable.
4. Unpaid leaves of absence of any length which are not necessary are discouraged and will not normally be granted.
5. All requests for a leave of absence shall be in writing stating the reason for the requested leave and the expected duration.
6. An employee, on an approved leave of absence, shall notify the Employer of his/her intent to return to employment at least thirty (30) days prior to the expiration of the approved leave.
7. An employee on an approved leave of absence will be returned to a generally comparable position as determined by the Employer.

K - Family and Medical Leave Act

Pursuant to the Family and Medical Leave Act of 1993, an employee who has been employed at least 12 months and worked at least 1,250 hours during the prior 12-month period is entitled to 12 work weeks of leave during any 12-month period without pay but with group health insurance coverage, if any, maintained for one or more of the following reasons:

- (a) due to the birth of the employee's child in order to care for the child;
- (b) due to the placement of a child with the employee for adoption or foster care;
- (c) due to the need to care for the employee's spouse, child, or parent who has a serious health condition; or
- (d) due to a serious health condition that renders the employee incapable of performing the functions of his/her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves (1) in-patient care in a hospital, hospice, or residential medical care facility or (2) continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.

L - Worker's Compensation

Worker's compensation will be the exclusive remedy for any work-related injury or disability, provided worker's compensation is available. All injuries which occur while on duty are to be reported immediately. An employee on worker's compensation will be deemed to be on an unpaid leave of absence.

ARTICLE 12 - NO STRIKE

There shall be no interruption of services nor any abstention in whole or in part from the full, faithful, and proper performance of the duties of employment by any employee. The Association and each individual employee agree that they will not direct, instigate, participate in, encourage, or support any strike or withholding of services against the Employer by any employee or group of employees.

ARTICLE 13 - EXTENT OF AGREEMENT

A - Complete Agreement

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto, which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment hereto.

B - Severability

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, said provision shall not be deemed valid except to the extent permitted by law, but all other provisions shall remain in full force and effect.

C - Practices

This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to or inconsistent with its terms. All rules, regulations, and practices of the Employer which are not contrary to the provisions of this Agreement shall remain in full force and effect.

ARTICLE 14 - HOLIDAYS

A - Paid Holiday

All employees shall be entitled to the following paid holiday provided that it falls within their regularly scheduled work year:

Christmas Day

ARTICLE 15 - MISCELLANEOUS

A - Absence

Any employee who is unable to report for work must notify the designated person as soon as possible but in no event later than one (1) hour prior to the employee's reporting time so that a substitute may be obtained if necessary or other arrangements can be made.

B - Resignation

Any employee who resigns from employment shall give at least two (2) weeks' written notice to the employee's supervisor. Failure to give such notice will be sufficient cause for withholding three (3) days pay.

C - Americans with Disabilities Act

Nothing in this Agreement shall prevent the Employer from complying with the requirements of the Americans with Disabilities Act, including making reasonable accommodations for employees with disabilities. In making reasonable accommodations for employees with qualifying disabilities, such accommodations shall not create an undue burden (financially, operationally, shifting of work to other employees, reducing expected work accomplishments to an unacceptable/unproductive level, etc.) for the Employer.

D - Probationary Employees

New bargaining unit members will serve a probationary period of one school year (170 working days). In the event the probationary employee is absent more than a total of ten (10) work days, the probationary period will be extended by the number of work days missed in excess of ten (10). Probationary employees may not grieve termination of employment but may grieve discipline less than discharge through Level 2 but not to Level 3.

ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until the 30th day of June, 2008.

FOR THE EMPLOYER:

FOR THE ASSOCIATION:

Board President

DPA President

Board Secretary

MEA Uniserv Director

Date

**APPENDIX A - HOURLY WAGE RATES
2006 - 2008**

A. The salary schedule below will apply to the following paraprofessional classifications:

Title I	At-Risk
Native American	Special Education
Library	Vocational Education
Security	Detention

Salary Scale for 2006/07

Salary Step	1	2	3	4	5	6	7	8	9
Hourly rate	\$7.80	\$7.90	\$8.00	\$8.10	\$8.20	\$8.30	\$8.40	\$8.50	\$8.60

Salary Scale for 2007/08

Salary Step	1	2	3	4	5	6	7	8	9	10
Hourly rate	\$7.95	\$8.05	\$8.15	\$8.25	\$8.35	\$8.45	\$8.55	\$8.65	\$8.75	\$8.85

All paraprofessionals who are above Step 9 for the 2006/2007 school year and above Step 10 for the 2007/2008 school year will receive an increase of \$.15 per hour each year.

Due to a change in classification for media center specialists, Linda King's salary will be frozen at her current hourly rate.

B. The salary schedule below will apply to Technology/Program paraprofessionals:

Salary Scale for 2006/07

Salary Step	1	2	3	4	5	6	7	8	9
Hourly rate	\$9.80	\$9.90	\$10.00	\$10.10	\$10.20	\$10.30	\$10.40	\$10.50	\$10.60

Salary Scale for 2007/08

Salary Step	1	2	3	4	5	6	7	8	9	10
Hourly rate	\$9.95	\$10.05	\$10.15	\$10.25	\$10.35	\$10.45	\$10.55	\$10.65	\$10.75	\$10.85

C. The Director of Personnel may determine the salary step of a new paraprofessional based on related work experience. The President will be notified whenever this occurs.

D. Longevity: The following payment will be paid to employees according to the years worked:

6 th year through 11 th year	1 day's pay
12 th year through 16 th year	3 day's pay
17 th year through 20 th year	4 day's pay
21 st year and above	5 day's pay

A longevity payment shall be made in the first pay period following the employees anniversary date. It shall be the employee's individual responsibility to inform the payroll department as to his/her anniversary date for the longevity pay.

**APPENDIX B - GRIEVANCE PROBLEM REPORT FORM
PARAPROFESSIONAL UNIT**

Grievance Problem # _____

Date Received: _____

- Distribution of Copies:
1. Assistant Superintendent for Personnel
 2. Principal
 3. Association
 4. Grievant

(If additional space is needed, attach additional sheets).

LEVEL I

A. Date Cause of Grievance Problem Occurred: _____

B. 1. Article/Section Violated: _____

2. Statement of Grievance Problem: _____

3. Relief Sought: _____

Signature of Grievant

Date

C. Disposition of Building Principal: _____

Signature of Principal

Date

D. Position of Association: _____

Association Signature

Date

LEVEL II

A. Date Received by Assistant Superintendent for Personnel or Designee: _____

B. Disposition of Assistant Superintendent for Personnel or Designee: _____

Signature of Assistant Superintendent _____ Date _____

C. Position of Association: _____

Association Signature _____ Date _____

LEVEL III

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

C. Position of Association: _____

Association Signature _____ Date _____

**APPENDIX C - LEAVE TIME ACCRUAL PROCEDURES – PARAPROFESSIONALS
APPROVED BY DPA CMC – DECEMBER 10, 2001**

This agreement will be effective at the start of the 2002/2003 school year.

A “day” for the purposes of computing sick, personal and bereavement leave for paraprofessionals shall be as follows:

If “Regularly scheduled work week” is between (inclusive) Hours per day shall be

15 and 20 hours	4
20+ and 25 hours	5
25+ and 30 hours	6
30+ and 35 hours	7
35+ and 40 hours	8

“Regularly scheduled work week” shall be defined as:

All work hours in a job that is defined in Article 1 of the Master Agreement. To be considered, the schedule must be long term in nature. Long term shall mean a schedule that is assigned and worked for at least twenty (20) weeks in a year.

“Regularly scheduled work week” shall not include:

Hours assigned and/or worked by an employee in a classification outside the bargaining unit and hours worked on a temporary basis (less than twenty weeks in duration in a year) in a classification inside the bargaining unit.

Leave hours shall be assigned on a yearly basis. That is, the “regularly scheduled work week” shall be determined for a full year based upon the above definition and shall remain constant during the year.

APPENDIX D
CURRENT PROCEDURES FOR THE LIFTING AND TOILETING OF
SPECIAL EDUCATION STUDENTS
Adopted May 21, 2003

Special education students with physical impairments have a wide variety of individual needs based on their physical diagnosis. Accommodations and supports must be developed on an individual basis to meet these needs. In addition, in the case of several disorders such as muscular dystrophy, the student's physical capabilities continue to deteriorate over time and changes periodically need to be made. Thus special education staff realize that any procedures may be revised at any time based on the individual student's needs.

When a paraprofessional is asked to toilet, lift, or transfer a student, a consultation is always made with the Genesee Intermediate School District physical therapist. The physical therapist is responsible for helping to develop the accommodations needed to assist the student. These accommodations are noted in the student's Individual Education Plan. The therapist trains the paraprofessional in appropriate lifting and toileting. When a student transfers into a new school building, every attempt is made to have the new staff visit the student at his current school and to obtain training from the paraprofessionals and physical therapist currently working with the student. The student usually visits the new school prior to the first day of school to ensure that all of our facilities can accommodate his/her needs.

Paraprofessionals are directed to talk with the physical therapist at any time if they have concerns that arise in following the physical therapist's suggestions for lifting or toileting. The physical therapist sees the student on a weekly basis for an individual physical therapy session so he/she can monitor the student's physical needs. The paraprofessionals are directed to talk with the therapist promptly when any difficulties arise on a weekly basis, if needed. In addition, it is part of the paraprofessional's responsibilities to discuss any problems not resolved by the physical therapist with the Director of Special Services.

APPENDIX E
DAVISON PARAPROFESSIONAL ASSOCIATION
VOLUNTARY TRANSFER FORM
Adopted June 11, 2002

Name: _____

Building: _____

Assignment: _____

Request for:

- Change in hours: _____
- Transfer to a new building: _____
- Both: _____

Comments:

Due by March 31st annually.

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