



# CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue  
Clinton Twp., MI 48038

## MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS  
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY  
PARAPROFESSIONALS AND MONITORS

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES

CHAPTER 1884  
COUNCIL 25

**2006-2007**

**2007-2008**

**2008-2009**

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## **PREAMBLE**

This agreement entered into this 18th day of December, 2006 between the Board of Education of the Chippewa Valley Schools hereinafter called the "Board" and Local 1884.14, Chippewa Valley Paraprofessionals and Monitors affiliated with Council #25 Chartered by the American Federation of State, County, and Municipal Employees AFL-CIO hereinafter referred to as the "Union".

## **ARTICLE I - RECOGNITION**

### **Section A - Purpose**

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

### **Section B – Definitions**

- (1) EMPLOYER shall mean the Chippewa Valley Schools and its Board of Education.
- (2) UNION shall mean the Chippewa Valley Paraprofessionals and Monitors affiliation AFSCME.
- (3) EMPLOYEE shall mean any member of the bargaining unit.
- (4) Full time employee shall mean any member of the bargaining unit who works six (6) or more hours per day and thirty (30) or more hours per week.
- (5) Part time employee shall mean any member of the bargaining unit who works more than two (2) hours and less than six (6) hours per day and less than thirty (30) hours per week.
- (6) ADMINISTRATOR shall mean any employee of the Board who holds an administrative position.
- (7) SCHOOL DISTRICT shall also mean the Board of Education and administrative personnel who may be authorized by the Superintendent or Board of Education.
- (8) In the construction of the words used in this agreement, whenever the singular is used it shall include the plural; whenever the feminine is used it shall include the masculine.

### **Section C - Recognition**

Pursuant to and in accordance with all applicable provisions of Public Employment Relation Act of 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those employees of the Board in the bargaining unit herein described. The bargaining unit includes all permanent, full-time and part-time two (2) hours or more per day and ten (10) hours or more per week paraprofessionals including crossing guards, playground and lunchroom monitors, pre-school paraprofessionals, classroom paraprofessionals, locker room monitors, hall monitors, adult education paraprofessionals, special education paraprofessionals, in-school suspension paraprofessionals, study hall and detention paraprofessionals, Title I paraprofessionals, supplemental reading paraprofessionals, bi-lingual paraprofessionals, career technical paraprofessionals, and health aide paraprofessionals, excluding but not limited to: certified and professional employees, administrators, temporary employees, seasonal employees, secretarial/clerical employees, custodial/maintenance employees, as well as any other non-certified and certified personnel not herein named.

## **ARTICLE II - AGENCY SHOP**

### **Section A**

The Board Agrees that it will not directly or indirectly discourage, deprive, or coerce any employee in the enjoyment of any rights conferred by the laws or Constitution of Michigan and the United States and that it will not discriminate against any employee because of his membership in the Union or participation in collective negotiations with the Board, or institution of any grievance, complaint or proceeding under this Agreement, and that the rights granted to employees in the Agreement are in addition to those provided in the above mentioned Statutes and Constitution.

Nothing contained herein shall be deemed to abrogate or limit any additional rights guaranteed by existing statutes for any of the parties hereto.

### **Section B**

To the extent that the above Laws of the State of Michigan permit, it is agreed that:

1. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required, as a condition of employment, to become members in good standing of the union or shall, as a condition of employment, pay each month a service fee, (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) to the Union which shall not exceed the amount equal to the Union's monthly dues.
2. Employees hired, rehired, reinstated, or transferred into the Bargaining Unit after the effective date of this Agreement and covered by this Agreement shall

be required, as a condition of employment, to become members in good standing of the Union or shall, as a condition of employment, pay each month a service fee, (not including initiation fees, reinstatement fees, assessments, fines, penalties, etc.) to the Union which shall not exceed the amount equal to the Union's monthly dues.

### **Section C - Union Dues**

1. The Board agrees to deduct from the salaries of employees dues or agency shop fees for the Union, when voluntarily authorized in writing by each employee desirous of having his/her dues deducted. Dues will be deducted from September through the first pay in June.
  - a. The employer agrees to deduct AFSCME/P.E.O.P.L.E. contributions for those individual employees who have signed an authorization card provided by the union agreeing to this contribution.
2. Authorizations, once filed with the Business Office, shall continue in effect until revoked in writing by the employee and filed with the Business Office.
3. Deductions for any calendar month shall be remitted to the designated financial officer of the Union with a list for whom dues or service charges have been deducted between the 15th and 30th day of the current month.
4. The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.

### **Section D - Hold Harmless**

The Union agrees to indemnify and save the Board harmless against claims or other forms of liability that may arise out of the Board implementation of this Article.

## **ARTICLE III - EFFECT OF AGREEMENT**

### **Section A**

The school Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the school Board and the Union in an amendment hereto which shall be ratified and signed by both parties.



## **Section B**

Should any Article, Section or Clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation such Article, Section or Clause, as the case may be, shall automatically be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect, to the extent possible for the duration of the Agreement.

## **Section C**

The Union and the Board recognize that the cessation or interruption of services by employees is contrary to law and public policy. During the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment, including the concerted use of paid leave time or sympathy strikes,) for any purpose whatsoever. The Union shall not cause or permit its members to cause, nor shall any member of the Union, take part in any sit down, stay in, slow down, curtailment of services or the interference with the work of the School District for any reason whatsoever, including the concerted use of paid leave time or sympathy strikes.

## **ARTICLE IV - BOARD RIGHTS**

### **Section A**

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

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

## **Section B**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

## **ARTICLE V - UNION GUARANTEE OF RIGHTS**

### **Section A**

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to religion, race, color, national origin, age, sex, marital status, handicap, membership in the Union, or members holding office in the Union.

### **Section B - Employee Responsibility**

It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation and conduct of its employees. In discharging their work responsibilities, each employee shall be responsible to the appropriate administrator and shall perform all assignments and responsibilities and comply with the policies, rules and regulations, and practices of the Board and the provisions of this Agreement.

It is also recognized and accepted by the parties that the Union and its members are desirous of contributing to the improvement of the level of efficiency in all of the operations with which they are concerned.

### **Section C - Health Requirements**

Each employee shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of her position. The School District may in its sole discretion and at its cost, require that employees submit to such tests and examinations, including drug and/or alcohol testing, by a School District-appointed physician, clinic, hospital, nurse, technician or other qualified professional, when, in the School District's judgment, such examination is necessary to determine if an employee can perform the essential job duties of his/her position, or to determine reasonable accommodations necessary to permit him/her to perform the essential job duties, or when such examination is otherwise job-related and consistent with business necessity. In addition, the employee shall sign such documents and medical release forms requested by the School District in order to secure from the employee's physician, hospital, clinic, psychology's, etc., all of his/her pertinent records, related to the above.

### **Section D - Assault Upon An Employee**

Any case of assault upon an employee shall be promptly reported to the Board. For any such assault, which occurs during the performance of official duties and within the scope of Board policy, the Board will advise the employee of her rights and obligations with respect to such assault. The employee may request to have a Union representative present.

### **Section E - Liability Insurance**

Each employee, while acting within the scope of her official duties and Board policy, will be covered by the provisions of the school district's liability insurance policy.

## **ARTICLE VI - REPRESENTATION**

The Board agrees to recognize a bargaining committee comprised of representatives of the bargaining unit. The committee may include a representative from Council # 25.

## **ARTICLE VII - HOURS OF EMPLOYMENT**

### **Section A**

The normal work year for employees shall be the days (or half days) that students are present in school. However, some employees may be required by the appropriate administrator to work on days (or half days) when students are not in attendance. If an employee feels there are tasks to perform on days (or half days) that students are not in school, they shall seek the approval of the appropriate administrator. If such work is approved, the employee will be scheduled accordingly.

### **Section B**

The work schedule will be provided by the first week of school each year reflecting the work schedule for that school year.

### **Section C**

1. Full-time six (6) through eight (8) hour members of the Bargaining Unit shall be entitled to an unpaid, duty free, lunch period of one-half (1/2) hour.
2. Overtime at one and one-half (1-1/2) times the employees hourly rate will be paid for all time worked over eight (8) hours per day and forty (40) hours Monday through Saturday.

3. Employees who are working a scheduled shift but then are sent home because of no work, will be paid for the amount of time actually worked but in no case less than two (2) hours. If an employee is notified prior to the beginning of their shift that they will not be needed they will not be paid.
4. When an enrollment increase creates the need for an oversized classroom teacher aide, selection will be made on a rotation basis considering seniority and qualifications within the building. If an employee is offered extra time and refuses it, it will be credited as though worked.

When an enrollment decrease causes the loss of oversized classroom teacher aide hours for a seniority person, and subsequently, additional hours become available within five (5) working days of that person's reduction, those new hours will be assigned to that person. Thereafter, when such assignments are available, they will be assigned on a rotation basis considering seniority and qualifications within the building unless there is already a classroom aide assigned to that classroom.

#### **Section D**

Employees who work six (6.0) or more hours per day and thirty (30.0) hours per week will be considered full time employees.

Employees who work two (2.0) to six (6.0) hours per day and less than thirty (30.0) hours per week, will be considered part time employees.

#### **Section E**

An employee with a regular assignment may be used as a substitute under the following provisions:

1. Employees must meet the job requirements of such assignment.
2. Such assignments will be in addition to their regularly scheduled workday.
3. Hours worked in such assignments will be paid at the employees current rate of pay.
4. Hours worked in such assignments will not permit a schedule in excess of forty (40) hours Monday through Sunday.
5. The additional hours will not entitle them to any other provisions of this Agreement, including but not limited to, but by example only, fringe benefits, seniority accrual, etc.
6. Substitute assignments (additional hours) will first be offered on a rotating basis within the same school year to paraprofessionals/monitors who work in the building where the

substitute assignment is needed on the basis of seniority. No later than the end of the first week of school for each school year, any member of the bargaining unit who is interested in working additional hours in a substitute assignment in another building than the one s/he is assigned, must send a written notice to the human resource department indicating they would be available for a substitute assignment. If all paraprofessionals/lunch monitors who work in the building decline or are ineligible to work the substitute assignment then the substitute position will be offered to bargaining unit members who indicated an interest in working the additional hours by seniority on a rotating basis within the same school year.

7. Building principals will offer additional substitute hours to the paraprofessionals and monitors in the building where the vacancy exists. Bargaining unit members will call their absence into the building they are assigned. Bargaining unit members will not be responsible for calling in substitutes when they will be absent from work.

#### **Section F - Workweek Defined**

The regularly scheduled workweek shall be Monday through Saturday.

### **ARTICLE VIII - WORKING CONDITIONS**

#### **Section A**

The Union may use school facilities and equipment; including typewriters, ditto machines, other duplicating equipment normally available to teachers and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:

1. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
2. The purpose is for internal business use of the Union and is not for public distribution.
3. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.
4. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes. The use should be limited in frequency and duration and be carried out in compliance with stated Board Policy regarding telephone usage.

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

The Union may use available school facilities without charge for union meetings upon securing the approval of the appropriate administrator.

### **Section C - Union Use of Inter-school Mail Service**

The Union shall have the right to use the inter-school mail service to communicate with its members, provided that all materials sent are clearly identified and the Union accepts all responsibility for such materials.

## **ARTICLE IX - SENIORITY**

### **Section A - Probation**

All new personnel shall serve a sixty (60) consecutive workday probationary period. If the probation period is not completed by the end of the school year, the time remaining for its completion shall be served during the next school year. If the probation period is to be extended beyond sixty (60) days, the employee and union will be notified in writing.

New employees, while in their probationary period, may be disciplined or terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement. However, during their probationary period, the Board shall have sole discretion in matters of termination and discipline of such employees and no protest may be entered against termination and discipline during said probation period.

When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to last name at time of hire. The Union will be provided with a list of new hires with locations, terminations and other changes as they occur.

### **Section B - Seniority Dates and Seniority Lists**

1. The seniority of all employees on the seniority list shall commence with the date of permanent hire in the bargaining unit. Each year of service shall be credited as one (1) full year on the seniority list.
2. The seniority status of each employee as of the effective date of this Agreement shall be considered valid and not subject to change.
3. The Union shall be furnished a current seniority list no later than October 15 and April 15 of each School year and on other occasions as appropriate. That list shall contain employee name, date of hire within the Bargaining unit, District seniority date, classification seniority date(s), current classification(s), and current locations(s).

4. A listing of Personnel Transactions for all bargaining unit employees will be provided monthly to the Officer designated by the Union.

### **Section C - Loss of Seniority**

Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the employee is absent for three (3) consecutive working days without notifying the employer.
4. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein.
5. If the employee overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
6. If the employee is on layoff for a period of one (1) year from date of layoff.
7. If the employee gives false reasons for a Leave of Absence or engages in any other employment during such leave without the permission of the employer.
8. A false material statement or representation made in his/her employment application if discovered in the first five (5) years of employment.
9. Upon return to work from a general leave the employee's seniority date will be adjusted by deducting the total workdays from their last day worked to the effective date of their return.

### **Section D - Transfer and Promotions In/Out of the Bargaining Unit**

An employee who transfers or who is promoted to a position under the employer not included in the Bargaining Unit shall have his/her accumulated seniority frozen as of the day he/she leaves the unit. The time spent out of the Bargaining Unit will not be counted toward seniority within the unit. Former Bargaining Unit employees who are subject to layoff in another district position may bump back into a position for which they have seniority and meet the qualifications of the positions. They will bump back based on the layoff/recall language of this Agreement.

### **Section E - Protected Seniority**

Preferential seniority against layoffs shall be granted to the Chapter Chairperson and the Chief Steward, during their term of office providing they have the qualifications. Preferential seniority will be extended to a maximum of three (3) individuals after three (3) years of continued employment in the bargaining unit for the District.

### **Section F - Temporary Assignment**

Employees normally assigned to specific locations may expect to continue such assignments except in instances where the School Administration determines that reassignments are required to fulfill the objective of overall efficiency of operations.

An employee who is reassigned will suffer no loss of pay. Temporary assignments will take place after prior discussion with the affected employee and the Union.

Bargaining unit members who are temporarily assigned to a position that is a higher grade level from the employee's current grade level will be paid the first step of the higher grade level or their current rate of pay, whichever is greater. Bargaining unit members who are temporarily assigned to a position that is a lower grade level from the employee's current grade level will be paid at a step that is at or near the employee's current hourly rate of pay.

### **Section G - Vacancies**

#### 1. Postings and Bidding

Vacancies will be posted for a period of five (5) working days during which time any employee who desires the position may apply by bid. Each posting will set forth the position, including the work area, classification, location and number of hours to be worked and will define the qualifications required for the position.

#### 2. Filling Vacancies

##### a. Promotion

- (1) Promotion is a change of positions to a classification with a higher rate of pay.
- (2) The employer shall exercise its discretion as to the feasibility of honoring any or all promotion requests.
- (3) Promotions to positions within the bargaining unit will be made on the basis of qualifications. Seniority shall be the determining factor for selecting from among candidates considered equally qualified for the position by the employer.



b. Lateral Transfers

- (1) A Lateral Transfer is the movement from one location to another while retaining the same classification and rate of pay.
- (2) Transfers shall be based upon the seniority employee's ability to meet the minimum job qualifications, ability to perform the job, seniority and other relevant considerations.

c. Demotion

- (1) Demotion is the change of positions to a Classification with a lower rate of pay.
- (2) Demotions will be made in the best interest of the education program and the school system.

d. Involuntary Reassignments (Permanent)

Involuntary reassignment, including demotion, shall not take place without prior discussion with the affected employee and the Union.

3. Trial Period

- a. When an employee has been selected from bidding for promotion, transfer or voluntary demoting, said employee shall begin a sixty (60) work day trial period. In the event he/she is unable to perform the duties of the new job to his/her immediate supervisor's satisfaction he/she shall be removed and returned to his/her former position and location. The vacancy shall then be filled keeping in mind the best interests of the educational program and the school system.
- b. During the first thirty (30) working days of the trial period, the employee may, at his/her option, return to his/her former position and location and pay rate without loss of status or seniority.
- c. An employee accepted from a posting who turns down the offer or who accepts a lateral transfer or demotion, but by his/her own choice does not complete the trial period, cannot bid on additional postings for a period of one (1) year. Employees seeking promotions are eligible to bid for higher classifications once they have completed six (6) months in the position.

4. Job Posting

The School Board will provide the Chapter Chairperson with notices of postings.

**Section H - New and Additional Postings**

The School Board will have the right to establish new positions in the Bargaining Unit as may be required. Administration shall notify the Union upon the creation of such position.

**Section I - Performance Evaluation**

One written evaluation will be made by the employee's immediate supervisor at the end of the probationary period, at the end of the first year of employment and every year thereafter. Both the employee and the supervisor shall sign the evaluation. Signing of the evaluation form by the employee does not necessarily denote agreement with the evaluation.

**Section J – Vacancy to Higher Position**

When a vacancy occurs and an employee in a lower classification is required to fill the vacancy, that employee will be paid at the higher rate after ten (10) consecutive workdays.

**ARTICLE X - LAYOFF**

**Section A**

If it becomes necessary for the Board to layoff employees, the employer shall:

1. Identify the positions to be eliminated or reduced and eliminate any substitute workers and temporary employment assignments.
2. Layoff any probationary employee(s) within the classification / pay grade level where reductions are to be made, and transfer seniority employees within the classification / pay grade level with equal hours and wages as necessary.
3. If there are no probationary employees within the affected classification/pay grade level in which positions are being eliminated or reduced, the employee(s) with the least district-wide seniority in that classification/pay grade level shall be allowed to bump into a position with equal hours and wages currently held by any employee with the least district-wide seniority within the same classification or pay grade level for which (s)he meets minimum qualifications. If the employee is unable to bump within his/her classification/pay grade level he/she shall bump into a position currently held by another employee with the least district-wide seniority in the next lowest classification/pay grade level for which he/she meets the minimum qualifications. No employee will be allowed to exercise a bump to replace another employee whose hours per day are greater

than the affected employee. If there is no lateral bump possible, the employee affected by layoff may bump to a position in a lower classification/pay grade level provided he/she meets the minimum qualifications. If the affected employee exhausts all possibilities and there are no positions remaining, the employee shall be laid off. If the laid-off employee fails to exercise his/her right to bump, the employee shall be considered as having resigned his/her employment from the school district.

### **Section B**

Employees to be laid off from their regularly scheduled duties for an indefinite period of time will have at least fourteen (14) calendar days notice of layoff.

### **Section C**

If a mandatory meeting is scheduled for the purpose of bumping and/or bidding due to a layoff, all employees who attend the meeting will be paid for the time they attend the meeting. Any employee not attending a mandatory meeting scheduled for this purpose will be considered to have resigned his/her employment from the school district. Any employee who leaves the mandatory meeting prior to exercising his/her rights to bump or bid will be considered to have resigned his/her employment from the school district.

Notification of the mandatory meeting will be mailed to all affected employees, at his/her address on record in the Human Resources Department, fourteen (14) calendar days prior to the scheduled meeting date.

## **ARTICLE XI - RECALL**

### **Section A**

1. Laid off employees will be recalled in seniority order to vacancies by classification/pay grade level for which they are minimally qualified. If a laid off employee refuses recall to a position equal in wages/pay grade level from which he/she was laid off, he/she will be considered as having resigned employment.
2. Any employee involuntarily transferred/reassigned as a result of a layoff from his/her classification/pay grade level because of a reduction in staff or hours shall, in the event of a vacancy in the classification/pay grade level previously held by the employee, have the opportunity to be returned to said classification/pay grade level without implementing the transfer/promotional procedures for a period of two (2) years from the date of their involuntary transfer assignment.

3. Employees transferred or recalled to a different classification/pay grade level according to the above procedures will serve a trial period as set forth in Article IX (3).
4. No employee shall be allowed to gain wages, hours or work weeks when exercising his/her rights to bump into another position.
5. Any individual recalled or transferred to any position other than previously assigned position must demonstrate the ability to meet the minimum job skills required for said position.
6. Bargaining unit positions that remain unfilled after all the assignments and reassignments are made shall be posted.

### **Section B**

Any employee who assumes a new job assignment due to the lay-off procedure will be placed on a salary step that will provide him/her an amount of pay that is nearest to what the employee earned previously.

### **Section C**

Employees laid off through the procedure as stated in this article shall be maintained on a recall list for a period of one (1) year and shall be recalled in order of seniority.

### **Section D**

Notice of recall from layoff shall be sent to the employee at his/her last known address on file in the Human Resources Department by registered or certified mail. If an employee fails to notify the Human Resources Department in writing of his/her intent to return to report for work within fourteen (14) calendar days from the date of mailing of the recall notice, said employee shall be considered as having resigned his/her employment with the school district. Exception may be made to the termination of employee(s) by the Superintendent/Designee.

## **ARTICLE XII - GRIEVANCE PROCEDURE**

### **Section A - Grievance Definition**

A claim by an employee, groups of employees, or the Union that there has been a violation, misinterpretation or misapplication of any expressed provision of this Agreement.

### **Section B - Notification by Employee**

Any employee having a complaint under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem, and he/she will also notify his/her steward.

### Step 1

Within ten (10) working days of the time a grievance occurs, the employee will present the grievance to his or her immediate Administrator with the objective of resolving the matter informally. Within ten (10) working days after presentation of the grievance, the immediate administrator may give his/her answer orally to the employee.

The employee may have the Union steward present, if requested. The grievant must clearly indicate to the administrator whenever a concern is being expressed as a grievance. The informal step grievance form furnished by the employer shall be signed by the parties involved in the grievance at Step One with a copy given to the grievant.

### Step 2

If the grievance is not resolved in Step One, the employee must, within ten (10) working days after receipt of the Administrator's answer, submit to the appropriate administrator a signed, written "Statement of Grievance" signed by the individual employee involved. The "Statement of Grievance" shall name the employee involved, state the facts giving rise to the grievance, identify all the provisions of the Agreement alleged to be violated by appropriate reference, state the contention of the employee with respect to these provisions, and indicate the relief requested, and shall be signed by the employee involved.

A meeting on the alleged grievance may take place between the grievant, steward (if requested in writing on the grievance form) and the appropriate administrator within ten (10) working days after receipt of the written grievance.

The administrator may give the grievant an answer in writing within ten (10) working days after the date of the meeting indicated in Step Two.

### Step 3

If the grievance is not resolved in Step Two, it must be submitted (as stated in Step Two) within ten (10) working days of the Step Two answer to the Superintendent/Designee. The Superintendent /Designee and the aggrieved employee (steward and/or one representative of the Union and/or council or international representative, may be present if the employee so requests their presence in writing on the grievance form) may meet within a reasonable time, not to exceed ten (10) working days in an attempt to resolve the matter. The Superintendent/Designee shall render a written decision within ten (10) working days of the meeting.

### Step 4

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted to mediation by mutual agreement of the parties within five (5) working days of the decision at

step Three.

#### Step 5

If the grievance remains unresolved at the conclusion of Step Three or Four, it may be submitted for binding arbitration at the request of the Union, provided written notice of the request for submission to arbitration is delivered to the Superintendent/Designee within thirty (30) calendar days from the date of the written decision at Step Three or the conclusion of the mediation session at Step Four. Within thirty (30) calendar days after submitting the notice of intent to arbitrate the grievance to the Superintendent/Designee, AFSCME Council 25 Arbitration Department may either send a list of ad hoc arbitrators to the superintendent/designee to see if the parties can mutually accept an arbitrator or file the case with the American Arbitration Association. If the Superintendent/Designee is unable to agree to an Ad Hoc arbitrator within thirty (30) working days from the date the list was received, then the Superintendent/Designee may either send a list of Ad Hoc arbitrators to AFSCME or notify AFSCME that (s)he is unable to agree to an Ad Hoc arbitrator. If the Superintendent/Designee sends a list of Ad Hoc arbitrators for AFSCME to select from then AFSCME will within thirty (30) working days from the date the list was received either select an ad hoc arbitrator or AFSCME will file the case with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrators shall then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association. The filing fee shall be shared equally by both parties. If the grievance is not processed within the timelines indicated in Step Five it shall be deemed invalid.

It shall be the function of the Arbitrator, and he/she shall be empowered except as his/her powers are limited below, to make a decision in cases of alleged violations of the specific articles and sections of this Agreement.

1. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four (4) corners of this Agreement and pertaining to the interpretation thereof.
2. He/she shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement.
3. His/her powers shall be limited to deciding whether there has been a misinterpretation or misapplication of this Agreement as affecting any seniority employee or group of employees individually identified within the bargaining unit, and shall not imply obligations and conditions upon the Board other than those which are specifically included in this Agreement.
4. In rendering decisions, the arbitrator shall give due regard to the responsibilities and rights of the Board and member(s) and shall construe the Agreement that there will be no interference with such responsibilities and rights, except as they may specifically be

conditions by this Agreement.

5. He/she shall have no power to establish salary scales or change any salary.
6. The arbitrator shall have no power or authority to make any decision involving the following:
  - a. the termination of services of or failure to re-employ any probationary employee except for legal union activities,
  - b. the placing of a probationary employee on additional probation,
  - c. any matter involving employee evaluation,
  - d. any matter involving disciplinary action resulting from criminal convictions,
  - e. any matter dealing with insurance carrier's policies and practice,
  - f. any matter dealing with statutes or regulatory agencies rules,
  - g. any matter dealing with the interpretation of laws,
  - h. any matter dealing with involuntary leaves imposed due to an employee's physical or mental inability to perform their job; the employer may be required to provide medical documentation.
7. The fees and expenses of the arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
8. Unless agreed otherwise, an arbitrator shall have power to hear or determine only a single grievance in a single arbitration hearing.
9. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that he/she may have earned from other sources during the back pay period. In no event shall back wages be paid prior to the filing of the grievance. No decision in any case shall require a retroactive wage adjustment in any other case, unless, by mutual agreement, the other was held pending the outcome of the representative case.
10. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Union and its members, the Employee or Employees involved and the Employer and that there shall be no appeal from any such decision unless such decisions shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

### **Section C**

Any written agreement reached between the employer and the Union is binding on all employees affected and cannot be changed by an individual without a written agreement between the Union and the Board.

### **Section D**

Where more than one (1) written grievance involving the same issue has been filed and processed through the grievance procedure to Step Three, the parties may, by mutual written agreement at Step Three, select one of the grievances as representative of the group. The remaining grievances shall then be held in abeyance at Step Three while the selected representative grievance is processed further in the grievance procedure. The ultimate disposition of the selected grievance shall then be applicable to the remaining grievance held at Step Three.

### **Section E**

If the steward is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, then the Chapter Chairperson may attend in her place.

### **Section F**

It is understood that grievance problems will be handled at times other than when the employee is at work whenever possible. In the event, however, in the handling of a grievance it becomes necessary for the steward or Chapter Chairperson to leave work, permission shall first be obtained from the supervisor or principal. The privilege of stewards or Chapter Chairperson leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently with as little interruption of work as possible; they must not leave their work station unattended unless permission has been granted. This privilege will not be abused.

### **Section G**

All arbitration hearings shall be held in the school district whenever possible.

## **ARTICLE XIII - COMPENSATION**

### **Section A - Salary Conditions**

The schedules of wages and classifications of employees covered by this Agreement are set forth in Article XX of this Agreement.



1. Full-time employees shall select one of the following pay options:

- (a) 24 pays
- (b) 19 pays

**Section B - Payroll Deductions**

It is the responsibility of the employee to certify in writing any deduction on the appropriate Payroll Department form for those deductions listed below:

- 1. U.S. Bonds
- 2. AFSCME/P.E.O.P.L.E
- 3. United Foundation
- 4. Insurance
- 5. Credit Union
- 6. Tax Deferred Annuities

**Section C - Board Paid Retirement**

The Board will pay its share of retirement contributions for its employees that are mandated by State Law Act 244, P.A. 1974 of the Laws of Michigan (this does not include employees' voluntary contributions).

**Section D - Longevity**

Longevity pay shall be paid to all seniority employees in this unit according to the following schedule providing their services have been on a continuous basis with the Chippewa Valley Schools.

After 8 years continuous service	\$150
“ 10 “ “ “	\$200
“ 15 “ “ “	\$250
“ 20 “ “ “	\$300

- 1. The Board of Education will provide longevity pay for all employees based on the length of their workday.
- 2. Full amount of longevity x portion of day worked = amount of longevity.
- 3. Longevity payments shall be made once a year. Employees will have the option to receive the longevity payment combined with the employee's regular payroll check or paid by separate check. If the employee chooses the separate check option, the employee will be taxed at the IRS required guidelines. Payments shall be made on the next normally scheduled pay period following the employee's anniversary date (original date of hire within the bargaining unit).

**ARTICLE XIV - COMPENSABLE LEAVE**

**Section A - Definition**

Pay for leave time will be provided in order to protect the employee's income during periods of unavoidable illness or disability. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage. Leave time under this Article will be granted and accumulated by employees who have worked as paraprofessionals/monitors for one (1) school year.

Upon successful completion of the probationary period, leave time will be granted and accumulated by employees.

**Section B - Accumulation**

Each full time employee shall be entitled to sick leave accumulations at the rate of one (1) day per month based on the number of hours worked and such sick leave accumulates as it is earned. Unused sick leave left at the end of the school year shall be accumulated to a maximum of one hundred twenty (120) days for full time ten (10) month employees.

Effective July 1, 2001, each employee shall be entitled to sick leave accumulations at the rate of:

Full time employees	1 day per month
Part-time employees	.5 day per month

The accumulation is based on the number of hours worked and such sick leave accumulates as it is earned. Unused sick leave left at the end of the school year shall be accumulated to a maximum of one hundred twenty (120) days for each employee.

**Section C - Use of Leave Days**

Sick leave may be used for personal or family illness, bereavement, emergencies, and personal business. For all absences the employee is required to notify the appropriate Administrator upon first knowledge of the necessity for the absence, but no later than one (1) hour prior to when the employee is scheduled to begin work, except in cases of emergency. It is agreed the use of leave days will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. Personal Illness: Accumulated sick time may be used for a valid illness of the employee. Employee(s) may be required to provide a physician's certificate. A physician's statement will be required if the absence lasts three (3) consecutive days or more. All personal illness days are chargeable against the employee's sick bank accumulation.

2. Family Illness: Accumulated sick time may be used for the illness of an employee's spouse, children, or parents. All family illness days are chargeable against the employee's sick bank accumulation.

Employee(s) may be required to provide a physician's certificate. A physician's statement will be required if the absence lasts three (3) consecutive days or more. All personal illness days are chargeable against the employee's sick bank accumulation.

3. Bereavement: A maximum of five (5) days when necessary for the purpose of making arrangements for and attending the funeral of a person in the employee's immediate family defined as: spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, step-relations as described herein as immediate family and persons living and making his/her home in the Employee's household. These days are not to be charged against an employee's sick leave accumulation. A maximum of one (1) day will be granted to attend the funeral of a niece, nephew, uncle, aunt, first cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law. Exceptions for the use of bereavement days other than in a consecutive and continuous manner immediately following the death of an immediate family member may be considered on a case-by-case basis subject to approval by the Superintendent/designee.
4. Personal Business: Five (5) days shall be allowed for any business at the employee's discretion. A maximum of three (3) personal business days may be used consecutively without the approval of the Superintendent. One (1) week advance notice on the appropriate district form is required. These days may not be used the day before or the day after a holiday or the first or the last week of school, without the approval of the Superintendent.

Personal business days are chargeable against the employee's sick leave accumulation.

Exceptions for the use of personal business days in excess of three (3) consecutive days or for pleasure trips, or vacation may be considered subject to approval by the Superintendent/Designee on a case-by-case basis using a one-time only occurrence criteria, if requested with a reason.

#### **Section D - Worker's Compensation**

The District will comply with the Michigan Worker's Compensation Law. This includes but is not limited to compensation and medical expenses not being disputed.

#### **Section E - Jury Duty**

When an employee is called for Jury Duty, the employer shall pay any seniority employee called for Jury Duty the difference between the amount received from Jury Duty and the regular pay, if either the employee or the Superintendent/Designee is unable to have the employee excused from such assignment. An employee who receives Jury Duty interview and

appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for Jury Duty differential, the employee must furnish the employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for Jury Duty.

**Section F**

A school building employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, lice or pink eye, shall suffer no loss of compensation for a maximum of three (3) days if contracted from school related work.

**ARTICLE XV - HOLIDAYS**

**Section A**

The following days shall be celebrated as paid holidays:

Thanksgiving Day  
Christmas Eve  
Christmas Day  
December 26  
New Year's Day  
Mid-Winter Break (2 days)  
Good Friday  
Easter Monday  
Easter Tuesday

**Section B - Holiday Definition**

When one of the above holidays fall on Sunday, then Monday, shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday will be deemed the holiday.

If any of these holidays fall on a scheduled school day, the employer and union shall meet to reschedule said holiday.

**Section C - Holiday Pay**

In order to qualify for the holiday pay, an employee must have attained seniority and must have worked the last regular scheduled work day before and the first regular scheduled work day after each holiday. An employee who has been off the days before or after a holiday due to personal illness or who is on approved compensable leave, shall have these days counted as days worked.

## **ARTICLE XVI - INSURANCE**

### **Section A**

Hospital and surgical Insurance benefits (Blue Cross/Blue Shield Community Blue PPO Plan I Program) with Prescription drug program \$10/\$40 co-pay (attached is the Benefits-at-a-Glance); Dental and Vision benefits as provided to the MEA Support Unit (2003-06); and Supplemental Life Insurance will be made available during an open enrollment period for members of the bargaining unit to purchase at his/her own cost, subject to the rules and regulations of the carrier.

The Board will provide each seniority employee working six (6) or more hours per day, upon proper application, life insurance on a group basis in the amount of \$8,000. Employees working four (4) or more hours, but less than six (6) hours are eligible for group life insurance in the amount of \$5,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits, and all other aspects of coverage.

### **Section B**

Insurance coverage will be provided based upon the scheduled number of hours effective the first day of school each school year. Individual coverage will not be increased during the school year based upon an increase in hours unless a person transfers or is promoted to a new position.

## **ARTICLE XVII - NON-COMPENSABLE LEAVE**

Leaves of absence under this Article may be granted to employees.

### **Section A - General Leaves of Absence**

1. A General Leave of Absence for good cause not to exceed one (1) year may be requested by a permanent employee with at least one (1) year's seniority. Such request must be in writing to the Superintendent/Designee on the Request for Leave of Absence Form available in the Human Resources Department. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent/Designee.
2. Such leaves may be granted for Education, personal or other individual circumstances.
3. The position held by an employee who is granted a General Leave of Absence in excess of ninety (90) calendar days may be filled by a substitute, a temporary transfer from within the bargaining unit or filled permanently as deemed

appropriate by the Employer. A temporary vacancy will be posted for three workdays and filled by the employee with the most seniority who meets the minimum qualifications. The temporary vacancy will not exceed one calendar year. If a position is filled by a temporary transfer from within the bargaining unit, then the employee on leave will return to his/her position at the end of the leave of absence. The position of the employee filling the temporary vacancy will be filled by a substitute. Employees assigned to temporary vacancies under this section of the contract can be returned to their permanent positions pursuant to the trial period provision in Article IX, Section G(3). If the leave is for less than ninety (90) calendar days it may be filled by a substitute or a temporary transfer as indicated in this section of the contract as deemed appropriate by the Employer. If the employee returns to work within ninety (90) calendar days from their last day worked, they will return to the position held on their last day worked.

If the employee's leave extends beyond one (1) calendar year from their last day worked, his/her position may be filled permanently, the employee's original position is not guaranteed and the employee could be returned to a vacant position in the job classification the employee previously held for which the employee is qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Human Resources Department no less than thirty (30) calendar days prior to their intended return to work date.

4. While the employee is on General Leave, there shall be no accumulation of seniority and no advancement on the pay schedule. Upon return to work, the employee's seniority date will be adjusted by deducting the total workdays from their last day worked to the effective date of their return.
5. The district will discontinue all wages and benefits for the duration of a general leave of absence except that the employee may make arrangements to pay the premium for life and health insurance at the prevailing group rate if allowable.

#### **Section B - Medical Disability Leave/ Family Care Leave**

1. Employees who become disabled and unable to work or employees caring for a member of their immediate family will be placed on medical disability leave, after being absent from work for three (3) or more consecutive days, starting with their first working day of absence, provided they substantiate their disability with a physician statement.

If an employee's immediate family member (spouse, child, or parent) has a serious health condition or if the employee needs to care for her/his child after birth, or placement for adoption or foster care may take a family care leave,

provided a medical note is provided after being absent from work for three (3) or more consecutive days. A family care leave can be approved for up to 12 weeks for intermittent or consecutive leave days.

An employee who is on medical/disability or family care leave of absence using sick accrual or without pay shall continue to accumulate seniority for a period not to exceed a total of one (1) year.

2. Employees must give the Human Resources Department no less than sixty (60) calendar days notice prior to their projected-leave date, except in emergencies.
3. The position held by an employee who is granted a Medical Disability/Family Care Leave for up to twelve (12) weeks may be filled by a substitute, a temporary transfer from within the bargaining unit or filled permanently as deemed appropriate by the Employer as indicated in Article XVII Section A (3) above. If the leave is for less than twelve (12) weeks it may be filled by a substitute or a temporary transfer as indicated in Section A (3) of this Article as deemed appropriate by the Employer. If the employee returns to work within twelve (12) weeks from the last day worked, they will return to the position held on their last day worked. If the employee's leave extends beyond one calendar year or his/her position is filled permanently from their last day worked, their original position is not guaranteed and they could be returned to a vacant position in the job classification they previously held for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation. The employee will notify the Human Resources Department no less than thirty (30) calendar days prior to their intended return to work date.
4. Once the disability has been medically substantiated, employees on Medical Disability Leave extending past twelve (12) weeks are required to provide an Attending Physicians statement to the Human Resources Department substantiating their continued disability every thirty (30) calendar days.
5. Employees on Medical Disability Leave may utilize their Leave Days for payment beginning with the first day of absence. Board paid benefits will remain in effect for the duration of their paid leave days.
6. Employees returning from a Medical Disability Leave are required to: 1) provide a release from their Attending Physician; and 2) undergo a return to work physical examination at the employer's expense and by the employer's physician if directed by the Human Resources Department.
7. Employees on a Medical Disability leave of absence will continue to accrue seniority while they are on leave up to one (1) year.

### **Section C**

Military Leave is defined as leave for military service in excess of two (2) weeks. An employee on leave of absence for military service shall be entitled to progression on the salary schedule and accumulation of seniority equal to the actual time spent in the military up to, but not to exceed one (1) period of enlistment or to meet the military obligation in case the employee is drafted. An employee wishing to return to employment must make a written request to return within thirty (30) days of discharge or separation from the military.

### **Section D - Leave of Absence for Union Business**

1. An employee elected or appointed to a position affiliated with the Union which removes the employee from employment in the District, will, upon written request from the Union, be granted a Leave of Absence for Union Business for a period of one (1) calendar year or for the term of the position whichever is shorter.
2. All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.
3. Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave. Upon return to work, their seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
4. Upon termination of the leave the employee shall be returned to the first vacancy for which she is qualified in the classification previously held.

Upon prior approval by Superintendent/Designee, leave for a maximum of fourteen (14) days per year may be granted to the Union for the purpose of attending Union conventions or conferences. Unused days will not accrue from year to year. Notice must be given to the Human Resources Department at least five (5) days in advance.

### **Section E**

Any employee(s) granted a Leave of Absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless more than fifty-percent (50%) of their work year was worked. Individual(s) taking leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.

### **Section F**

Failure to provide notice of intent to return to work as provided herein, and/or to return to work as scheduled, will release the School District of any further responsibility for re-employment of the employee and shall act as a conclusive presumption that the employee has resigned. Notice of intent to return from leave shall be given to the Human Resources Department at least two (2) weeks prior to the expiration date of the leave.



## **ARTICLE XVIII - MISCELLANEOUS**

### **Section A - Financial Information**

The School Administration agrees to furnish the Union, upon reasonable request, the Board's financial reports necessary and pertinent to the purpose of collective bargaining.

### **Section B - Inclement Weather, Other Conditions**

In the event school is closed due to unavoidable conditions such as severe weather, breakdown of equipment, or when otherwise prevented by an Act of God, employees covered by the terms of this Agreement who are scheduled to work may not be required to report to work. Any days schools are closed due to this paragraph, employees shall not suffer a loss pay day for the scheduled day(s). Supervisors retain the right to request employees to report for work. Those who report at the request of their supervisors, shall receive compensable time off within the pay period or as determined by the supervisor. In the event a school or building is closed during the day due to unavoidable conditions and employees are dismissed early, they shall not have the loss of time charged against their regular pay or leave days. The decision to close schools or buildings due to unavoidable conditions shall be the Superintendent's sole discretion.

In the event the District must schedule additional days of student instruction as make up days, Bargaining Unit employees will be scheduled to work without additional compensation to the paraprofessional employees unless it is a day they have not been previously compensated.

### **Section C - Retirement**

An employee may elect to retire in accordance with the provisions of the Michigan Public School Employee Retirement Act. Employees may elect to purchase life insurance at group rates subject to the provisions of the carrier.

### **Section D-Just Cause**

The Parties recognize that in the interest of efficient operations of the school district, the employer has the right to discipline and discharge employees for just cause.

**ARTICLE XIX – ENTIRE AGREEMENT CLAUSE**

This Agreement represents the entire agreement between the Board and the Union and supersedes all prior Agreements between the Parties and shall become of full force and effect from July 1, 2006 and shall continue in full force and effect until midnight, June 30, 2009 and from year to year thereafter unless either party hereto shall give the other party at least thirty (30) days written notice, by registered letter, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to modify the existing contract.

**ARTICLE XX - WAGES AND CLASSIFICATIONS**

**SECTION A - PAY GRADE DEFINITION**

**PAY GRADE I**

Crossing Guard  
Lunchroom Monitor  
Pre-School Paraprofessional  
Classroom Paraprofessional  
Locker Room Monitor

**PAY GRADE II**

Hall Monitor

**PAY GRADE III**

Adult Education Paraprofessional  
Special Education Paraprofessional  
In-School Suspension Paraprofessional  
Study Hall and Detention Paraprofessional

**PAY GRADE IV**

Career Technical Paraprofessional  
Health Care Paraprofessional

**PAY GRADE V**

Title I Paraprofessional  
Supplemental Reading Paraprofessional  
Bi-lingual Paraprofessional

**SECTION B - WAGE ADMINISTRATION**

1. All employees will receive step increases each year on the employee's permanent hire date in the bargaining unit or anniversary date of a change in pay grade due to a voluntary promotion or demotion whichever happens last.
2. When a full time or part time employee is promoted to a higher pay grade, their initial new pay rate will be at the next highest wage amount in the new pay grade. The increase shall not reflect an increase in pay less than \$.05 per hour.
3. When a full time or part time employee is demoted to a lower pay grade, their initial new pay rate will be at the next lowest wage amount in the new pay grade.
4. A 457 Plan will be available for eligible employees.

**ARTICLE XXI - DURATION OF AGREEMENT**

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 22<sup>nd</sup> day of December, 2006.

**CHIPPEWA VALLEY PARAPROFESSIONALS  
AND MONITORS - AFSCME**

**CHIPPEWA VALLEY BOARD  
OF EDUCATION**

**MEMBERS OF AFSCME  
NEGOTIATING TEAM**

**MEMBERS OF DISTRICT  
NEGOTIATING TEAM**

By: \_\_\_\_\_  
Chairperson, Negotiating Team

By: \_\_\_\_\_  
President, Board of Education

By: \_\_\_\_\_  
Council Representative

By: \_\_\_\_\_  
Secretary, Board of Education

By: \_\_\_\_\_  
Negotiating Team

By: \_\_\_\_\_  
Chairperson, Negotiating Team

By: \_\_\_\_\_  
Negotiating Team

By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Negotiating Team

By: \_\_\_\_\_  
Negotiating Team

Letter of Agreement  
Between  
AFSCME Chapter 1884 Council 25 Paraprofessionals and Monitors (AFSCME)  
And the  
Chippewa Valley Schools (CVS)

The following is agreed to as part of the Tentative Agreement between the parties for the 2006-09 collective bargaining agreement.

1. All vacancies will be posted and filled with current bargaining unit members in accordance with the collective bargaining agreement. CVS may fill any remaining vacant positions with substitute employees for the duration of the 2006-09 collective bargaining agreement. All vacant positions that are filled with substitute employees will be posted annually for current bargaining unit members to consider applying for commencing within 30 calendar days of ratification of the Tentative Agreement by the CVS Board of Education
2. CVS will provide AFSCME an annual report of the estimated cost savings for using substitute employees in place of bargaining unit members for vacant positions.
3. CVS will pay for the cost of fingerprinting current bargaining unit members who have not been fingerprinted since January 1, 2006.
4. A committee of CVS and AFSCME representatives will meet beginning no later than 60 calendar days after ratification of the Tentative Agreement by the CVS Board of Education to discuss the development of job descriptions for all bargaining unit positions. All job descriptions for bargaining unit positions will be completed no later than June 30, 2007.
5. Substitute employees, if hired into the bargaining unit, will not accrue seniority and will not be given experience credit for any time worked as a substitute employee for the CVS.
6. Memorial Day will be celebrated as a paid holiday only for each of the three years of the contract.

This letter of agreement will not set precedent for any other situation now or in the future and will expire on June 30, 2009.

*K. Sherrin* 12/6/06  
AFSCME/Date

*MICHAEL REEBER* 12-6-06  
CVS/Date

*Ray Deppel* 12-06-06  
AFSCME/Date

*Ryan Dymkowski* 12-06-06  
AFSCME/Date



# CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue, Clinton Township, MI 48038  
(810) 228-5500 • FAX: (810) 286-2332

Dr. James J. Rivard  
Superintendent

June 27, 1994

Ms. Judy Mason, Chairperson  
AFSCME Paraprofessionals and Monitors  
19744 Rich  
Clinton Twp., MI 48038

Dear Ms. Mason:

During our recently concluded negotiations, the parties agreed to move the Pre-School Paraprofessional Classification from Pay Grade III to Pay Grade I effective July 1, 1994.

Further, that the employees listed below will remain in Pay Grade III so long as they remain classified as Pre-School Paraprofessionals. If they are moved to a different classification, they will be assigned to the appropriate Pay Grade.

Lori Bargowski  
Cynthia Brender  
Christine Pellow  
Jacqueline Wayburn  
Dawn Hartel

Very truly yours,

Debra C. Wangrud  
Assistant Superintendent  
for Personnel and Labor Relations

DCW/et

Concurred: \_\_\_\_\_

Judy Mason, Chairperson

Date: \_\_\_\_\_

## MISSION

The mission of the Chippewa Valley School District, the focal point of a growing and diverse community is to assure that all students will graduate and have the necessary skills to work effectively with others, solve problems, and be productive, contributing members of a rapidly changing global society by utilizing innovative learning experiences and partnerships in a challenging and supportive environment.





A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

**Community Blue<sup>SM</sup> PPO**  
**Benefits-at-a-Glance**  
**Plan 1 with EBMT & XVA-2**

**CHIPPEWA VALLEY SCHOOLS**  
**GROUP #68457-008**

**In-Network**

**Out-of-Network**

**Preventive Care Services – \*Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year**

Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Annual Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory services only	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered

**Mammography**

Mammography Screening	Covered – 100%	Covered – 80% after deductible
One per calendar year, no age restrictions		

**Physician Office Services**

Office Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 100%	Covered – 80% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 80% after deductible, must be medically necessary

**Emergency Medical Care**

Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 100%	Covered – 100%

**Diagnostic Services**

Laboratory and Pathology Tests	Covered – 100%	Covered – 80% after deductible
Diagnostic Tests and X-rays	Covered – 100%	Covered – 80% after deductible
Radiation Therapy	Covered – 100%	Covered – 80% after deductible

**Maternity Services Provided by a Physician**

Pre-Natal and Post-Natal Care	Covered – 100%	Covered – 80% after deductible
Includes care provided by a certified nurse midwife		
Delivery and Nursery Care	Covered – 100%	Covered – 80% after deductible
Includes delivery provided by a certified nurse midwife		

**Hospital Care**

Semi-Private Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 100%	Covered – 80% after deductible
Unlimited days		
Inpatient Consultations	Covered – 100%	Covered – 80% after deductible
Chemotherapy	Covered – 100%	Covered – 80% after deductible

**Alternatives to Hospital Care**

Skilled Nursing Care	Covered – 100%	Covered – 100%
Up to 120 days per calendar year		
Hospice Care	Covered – 100%	Covered – 100%
Limited to lifetime dollar maximum which is adjusted periodically		
Home Health Care	Covered – 100%	Covered – 100%
Unlimited visits		

In-Network

Out-of-Network

**Surgical Services**

Surgery – includes related surgical services	Covered – 100%	Covered – 80% after deductible
Voluntary Sterilization	Covered – 100%	Covered – 80% after deductible
Rider XVA-2, Excludes Voluntary Abortions	Excludes benefits for any services related to an abortion except for a spontaneous abortion, or to prevent the death of the woman upon whom the abortion is performed. BCBSM does pay for services or supplies to treat complications resulting from an abortion.	

**Human Organ Transplants**

Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 100%	Covered – 80% after deductible
Rider EBMT, Experimental Bone Marrow Transplants	Establishes the criteria and clarifies which conditions are payable for experimental bone marrow transplants. Donors must meet genetic marker criteria. Requires prior approval by Blue Cross Blue Shield.	
Kidney, Cornea and Skin	Covered – 100%	Covered – 80% after deductible

**Mental Health Care and Substance Abuse Treatment**

Inpatient Mental Health Care	Covered – 50%	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50%	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care • Facility and Clinic • Physician's Office	Covered – 50%	Covered – 50%
	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50%	Covered – 50%
	Up to the state-dollar amount which is adjusted annually	

**Other Services**

Outpatient Diabetes Management Program (ODMP)	Covered – 100%	Covered – 80% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 80% after deductible
Chiropractic Spinal Manipulation	Covered – 100%	Covered – 80% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy • Facility and Clinic • Physician's Office – excludes speech and occupational therapy	Covered – 100%	Covered – 100%
	Covered – 100%	Covered – 80% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 100%	Covered – 100%
Prosthetic and Orthotic Appliances	Covered – 100%	Covered – 100%
Private Duty Nursing	Covered – 50%	Covered – 50%
Prescription Drugs	Not covered	Not covered

**Deductible, Copays and Dollar Maximums**

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	None	\$250 per member, \$500 family per calendar year
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	50% for mental health care, substance abuse treatment and private duty nursing	20% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	Not applicable	\$2,000 per member, \$4,000 family per calendar year
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Assoc

## Blue Preferred Rx Prescription Drug Coverage with \$10 Generic/\$40 Brand Name Fixed Dollar Copay Benefits-at-a-Glance

### CHIPPEWA VALLEY SCHOOLS GROUP #68457-008

#### Network Pharmacy

#### Non-Network Pharmacy

#### Covered Services

Federal Legend Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
State-controlled Drugs	Covered – 100% less plan copay	Covered – 75% less plan copay
Needles and Syringes – dispensed with insulin	Covered – 100% less plan copay for insulin	Covered – 75% less plan copay for insulin
Mail Order Prescription Drugs – up to 90-day supply of medication by mail from Merck-Medco Rx Services	Covered – 100% less plan copay	Not Covered

#### Copays

Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$40 for each brand name drug	\$40 for each brand name drug
Out-of-Network Sanction	Not Applicable	25% plus applicable copay
Mail Order Prescription Drugs (Rider MOPD)	\$10 for each generic drug; \$40 for each brand name drug.	Not Applicable
Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices Rider PD-CM, Prescription Contraceptive Medications	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.</p> <p>Note: These riders are available only with prescription drug coverage.</p> <p>Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>	

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a Merck-Medco Managed Care PAID Prescriptions (PAID) Coordinated Care Network-Level III (CCN-III) pharmacy outside Michigan. A non-network pharmacy is a pharmacy not part of the Preferred Rx or PAID CCN-III networks.

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Preferred Rx – PDS10/\$40 CI, PCD, PD-CM, MOPD



**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS SALARY SCHEDULE**

**2006-2007**

(Increased by 1.5%)

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>	<b>STEP 0</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	Crossing Guard						
	Classroom Parapro						
	Locker Room Monitor						
	Lunchroom Monitor						
	Preschool Parapro	8.11	10.40	10.55	10.60	10.71	10.86
2	Hall Monitor	8.17	10.51	10.63	10.68	10.77	10.95
3	Adult Ed Parapro						
	Special Ed Parapro						
	In-School Suspension Parapro						
	Study Hall/Detention Parapro	9.15	11.74	11.86	11.92	12.02	12.20
4	Career Tech Parapro						
	Health Care Parapro	9.22	11.83	11.97	12.04	12.14	12.34
5	Title I Parapro						
	Supplemental Reading Parapro						
	Bi-lingual Parapro	9.28	11.93	12.17	12.34	13.10	14.56

-New Employees start at 77.5% of the Step I Wage Rate which is the Step 0

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS SALARY SCHEDULE**

**2007-2008**

(Increased by 1.5%)

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>	<b>STEP 0</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	Crossing Guard						
	Classroom Parapro						
	Locker Room Monitor						
	Lunchroom Monitor						
	Preschool Parapro	8.23	10.56	10.71	10.76	10.87	11.02
2	Hall Monitor	8.29	10.67	10.79	10.84	10.93	11.11
3	Adult Ed Parapro						
	Special Ed Parapro						
	In-School Suspension Parapro						
	Study Hall/Detention Parapro	9.29	11.92	12.04	12.10	12.20	12.38
4	Career Tech Parapro						
	Health Care Parapro	9.36	12.01	12.15	12.22	12.32	12.53
5	Title I Parapro						
	Supplemental Reading Parapro						
	Bi-lingual Parapro	9.42	12.11	12.35	12.53	13.30	14.78

-New Employees start at 77.5% of the Step I Wage Rate which is the Step 0

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS SALARY SCHEDULE**

**2008-2009**

(Increased by 1.5%)

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>	<b>STEP 0</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
1	Crossing Guard						
	Classroom Parapro						
	Locker Room Monitor						
	Lunchroom Monitor						
	Preschool Parapro	8.35	10.72	10.87	10.92	11.03	11.19
2	Hall Monitor	8.41	10.83	10.95	11.00	11.09	11.28
3	Adult Ed Parapro						
	Special Ed Parapro						
	In-School Suspension Parapro						
	Study Hall/Detention Parapro	9.43	12.10	12.22	12.28	12.38	12.57
4	Career Tech Parapro						
	Health Care Parapro	9.50	12.19	12.33	12.40	12.50	12.72
5	Title I Parapro						
	Supplemental Reading Parapro						
	Bi-lingual Parapro	9.56	12.29	12.54	12.72	13.50	15.00

-New Employees start at 77.5% of the Step I Wage Rate which is the Step 0

Letter of Understanding

Between

Chippewa Valley Schools (CVS)

And

AFSCME Chapter 1884 Council 25 Paraprofessionals/Monitors

It is agreed that all remains as in the 2006-09 contract except as indicated below;

1. The 2006-09 contract will be extended through June 30, 2010.
2. Effective July 1, 2008 personal business days referred to in Article XIV section C (4) will be changed such that each employee may use a maximum of ten (10) days instead of five (5) days of accumulated or credited sick leave annually for personal business.
3. Effective July 1, 2008 all vacancies filled by substitute employees will be posted and filled in accordance with the contract and subject to section 4 of this letter of agreement.
4. A second tier wage schedule will be in effect for all persons newly hired into the bargaining unit for all classifications effective July 1, 2008 (attached).
5. The 2008-09 salary schedules (current and second tier) will be improved by one and one half percent (1.5%) across the board for 2009-10.
6. Memorial Day will be celebrated as a paid holiday for 2009-10.

For AFSCME

Roxi Seipel, 6/10/08  
Roxi Seipel/Date

For CVS

Michael Reeber, 6/10/08  
Michael Reeber/Date

Lynn Hyndshaw, 6/10/08  
Lynn Hyndshaw/Date

Scott Sederlund, 6/10/08  
Scott Sederlund/Date

Kathie Sherrill, 6/10/08  
Kathie Sherrill/Date

CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS

2009-10

*[Handwritten signature and initials]*

PAY GRADE	JOB CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Crossing Guard								
	Classroom Parapro	8.48	8.89	9.30	9.71	10.13	10.54	10.95	11.36
	Locker Room Monitor Lunchroom Monitor Preschool Parapro								
2	Hall Monitor	8.54	8.96	9.37	9.79	10.20	10.62	11.03	11.45
3	Adult Ed Parapro								
	Special Ed Parapro	9.57	10.03	10.48	10.94	11.39	11.85	12.30	12.76
	In-School Suspension Parapro Study Hall/Detention Parapro								
4	Career Tech Parapro	9.64	10.11	10.57	11.04	11.51	11.98	12.44	12.91
	Health Care Parapro								
5	Title I Parapro	9.70	10.49	11.28	12.07	12.86	13.65	14.44	15.23
	Supplemental Reading Parapro Bi-lingual Parapro								

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS**

**2009-10**

*Handwritten signature and initials, possibly 'A. Green' and 'K. [unclear]'.*

PAY GRADE	JOB CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	Crossing Guard						
	Classroom Parapro						
	Locker Room Monitor Lunchroom Monitor Preschool Parapro	8.48	10.88	11.03	11.08	11.20	11.36
2	Hall Monitor	8.54	10.99	11.11	11.17	11.26	11.45
3	Adult Ed Parapro						
	Special Ed Parapro						
	In-School Suspension Parapro Study Hall/Detention Parapro	9.57	12.28	12.40	12.46	12.57	12.76
4	Career Tech Parapro						
	Health Care Parapro	9.64	12.37	12.51	12.59	12.69	12.91
5	Title I Parapro						
	Supplemental Reading Parapro Bi-lingual Parapro	9.70	12.47	12.73	12.91	13.70	15.23

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS SALARY SCHEDULE**

**2008-2009**

(Increased by 1.5%)

PAY GRADE	JOB CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
1	Crossing Guard Classroom Parapro Locker Room Monitor Lunchroom Monitor Preschool Parapro	8.35	10.72	10.87	10.92	11.03	11.19
2	Hall Monitor	8.41	10.83	10.95	11.00	11.09	11.28
3	Adult Ed Parapro Special Ed Parapro In-School Suspension Parapro Study Hall/Detention Parapro	9.43	12.10	12.22	12.28	12.38	12.57
4	Career Tech Parapro Health Care Parapro	9.50	12.19	12.33	12.40	12.50	12.72
5	Title I Parapro Supplemental Reading Parapro Bi-lingual Parapro	9.56	12.29	12.54	12.72	13.50	15.00

-New Employees start at 77.5% of the Step I Wage Rate which is the Step 0

CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS

2008-09

*Handwritten signatures and initials:*  
 [Signature]  
 [Signature]  
 [Signature]

PAY GRADE	JOB CLASSIFICATION	STEP 0	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
1	Crossing Guard								
	Classroom Parapro	8.35	8.76	9.16	9.57	9.97	10.38	10.78	11.19
	Locker Room Monitor Lunchroom Monitor Preschool Parapro								
2	Hall Monitor	8.41	8.82	9.23	9.64	10.05	10.46	10.87	11.28
3	Adult Ed Parapro								
	Special Ed Parapro In-School Suspension Parapro Study Hall/Detention Parapro	9.43	9.88	10.33	10.78	11.22	11.67	12.12	12.57
4	Career Tech Parapro								
	Health Care Parapro	9.50	9.96	10.42	10.88	11.34	11.80	12.26	12.72
5	Title I Parapro								
	Supplemental Reading Parapro Bi-lingual Parapro	9.56	10.34	11.11	11.89	12.67	13.45	14.22	15.00



