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06/30/2008

**Collective Bargaining Agreement**  
**between**  
**SOUTH LAKE BOARD of EDUCATION**  
**and**  
**LOCAL 2457 - AFSCME, PARAPROFESSIONAL CHAPTER**  
**and**  
**COUNCIL 25**  
**2005 - 2008**

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## **AGREEMENT**

This agreement is between the South Lake Board of Education of the District of South Lake Schools, St. Clair Shores, Michigan, hereinafter referred to as the "**BOARD**" and, the American Federation of State, County and Municipal Employees and Council #25 and its affiliate Local Union #2457, Paraprofessional Chapter, hereinafter referred to as the "**UNION**".

### **ARTICLE I - RECOGNITION**

#### **Section 1 - Purpose and Intent**

The purpose and intent of this Agreement is to set forth the general terms and conditions of employment as such terms and conditions directly affect members of the UNION and to promote orderly and peaceful labor relations in the mutual interest of the BOARD and the UNION.

#### **Section 2 - Definitions**

That all terms requiring or needing a definition be contained within the article it relates to.

#### **Section 3 - Recognition of Union**

Pursuant to and in accordance with all applicable provisions of Act 379 of Public Acts of 1965 as amended, the UNION is hereby recognized as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement of all employees of the BOARD included in the bargaining unit described as follows:

All regular full-time and regular part-time Paraprofessionals as listed in **APPENDIX A AND B**. Excluding, however, on-call, temporary and all other employees.

The terms of this Agreement shall apply to new classifications added to the bargaining unit upon the mutual agreement of the parties.

#### **Section 4 - Scope of Agreement**

This Agreement represents the complete Agreement between the parties. It is agreed that the UNION clearly and specifically waives any and all rights to negotiate on matters outside of this Agreement during the time thereof.

## **Section 5 - Board Rights**

The BOARD, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, 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, and to promote, transfer, dismiss, demote all such employees for just cause;
- (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.

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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Laws and Constitution of the State of Michigan and Laws and Constitution of the United States.

## **Section 6 – MAINTENANCE OF CONDITIONS**

**WAGES, HOURS AND CONDITIONS OF EMPLOYMENT WHICH ARE IN PLACE AT THE EXECUTION OF THIS AGREEMENT SHALL BE MAINTAINED DURING THE TERM OF THIS AGREEMENT. CHANGES MUST BE MUTUALLY AGREED UPON BY THE EMPLOYER AND THE UNION.**

## **Section 7 - Strike Prohibition**

Under no circumstances will the UNION cause or permit its members to cause nor will any member of the bargaining unit take part in any strike, slowdown or any curtailment of work or restriction of work or interference with the operation of the School District during the term of this Agreement.

In the event of a work stoppage, picketing, or other curtailment of work, the UNION shall immediately instruct the employees, in writing, that their conduct is in violation of the Agreement, that they may be disciplined up to and including discharge, and instruct all persons to quit the conduct. The BOARD shall have the right to discipline, up to and including discharge of any employee who instigates, participates in or gives leadership to any activity herein prohibited. The BOARD will not lock out employees covered by this Agreement during the term thereof.

## **Section 8 - Distribution of Agreement**

The BOARD shall cause the preparation of sufficient copies of this Agreement to be made for distribution to the UNION for each employee covered hereby.

Additional copies of this Agreement shall be furnished to the Chapter Chairperson, to be presented to any new employee hired.

## **Section 9 - Discrimination**

The BOARD and the UNION, agree that they will not discriminate with respect to hire, seniority, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of race, religion, national origin, ancestry, age or gender.

## **Article II – UNION RIGHTS**

### **Section 1 - Agency Shop**

1. All employees covered by this agreement, who have completed the probationary period, shall as a condition of continued employment, pay union dues or a sum equivalent to the regular monthly dues as a service fee.
2. Newly hired, transferred or rehired employees shall as a condition of employment, join the Union or pay the service fee at the conclusion of their probation.
3. Each employee shall execute an authorization for the deduction of Union dues or service fees utilizing payroll deduction.
4. Employees covered by this Agreement shall be deemed members in good standing within the meanings of this section if they are no more than sixty (60) days in arrears in payment of their Union dues or service fees.
5. Employees who fail to remain in good standing in the Union shall be terminated with-in thirty (30) days of Union notification to the employer when a member of this bargaining unit is in violation of this article.
6. The Union shall indemnify and save the Board harmless against all claims, demands, suits, and other forms of liability that may arise by reason of the Board's compliance with the provisions of this Article.
7. **THE BOARD AGREES TO DEDUCT FROM THE WAGES OF ANY EMPLOYEE WHO IS A MEMBER OF THIS CHAPTER, A P.E.O.P.L.E. (PUBLIC EMPLOYEES ORGANIZED TO PROMOTE LEGISLATIVE EQUALITY) DEDUCTION AS PROVIDED FOR IN A WRITTEN AUTHORIZATION IN ACCORDANCE WITH A STANDARD FORM PROVIDED BY THE UNION; PROVIDED THAT THE SAID FORM SHALL BE EXECUTED BY THE EMPLOYEE. THIS DEDUCTION MAY BE REVOKED BY THE EMPLOYEE AT ANY TIME BY GIVING WRITTEN NOTICE TO BOTH THE BOARD AND THE UNION.**

## **Section 2 - Union Dues**

1. All **PARAPROFESSIONALS** will tender the monthly union dues, service fees, or initiation fee by signing an authorization form furnished by the Union for payroll deduction. Such authorization shall continue in effect for the duration of **EMPLOYMENT AS A PARAPROFESSIONAL**.
2. Such sum shall be deducted as dues or fees from the regular salaries of all such paraprofessionals and remitted as soon as possible after the tenth (10<sup>th</sup>) of the following month.
3. Union dues and/or service fees shall be deducted from the first payroll of each month.
4. The Board shall not be liable, by reason of the requirements of this Agreement, for the remittance of any sum other than that constituting actual deductions made from wages earned by employees.
5. The Union shall indemnify and save the Board harmless against all claims, demands, suits, and other forms of liability that may arise by reason of the Board's compliance with the provisions of this Article.

## **Section 3 - Union Representatives and Stewards**

1. The Union shall notify the Board, in writing, no later than September 1<sup>st</sup> of each year, of the names of the Stewards and Alternates. The Union shall notify the Board, in writing, within thirty (30) days of any change in the position(s) of Steward and/or Alternate Steward.
2. **AN ACCREDITED REPRESENTATIVE OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) SHALL HAVE THE RIGHT TO VISIT THE PREMISES DURING WORKING HOURS FOR THE PURPOSE OF CONDUCTING BUSINESS WITH THE LOCAL #2457 PARAPROFESSIONAL CHAPTER, ONLY AFTER OBTAINING PRIOR APPROVAL FOR EACH VISIT FROM THE SUPERINTENDENT OR HIS/HER DESIGNEE.**
3. **THE CHAPTER CHAIRPERSON AND GRIEVANCE COMMITTEE CHAIRPERSON SHALL BE EXCLUDED FROM ANY LAY-OFF OR REDUCTION IN FORCE.**

## **Section 4 - Special Conferences**

1. A special conference may be arranged to discuss matters deemed important by either party. An agenda for the meeting shall be determined at the time a request is made. No more than two (2) members of the UNION may attend the meeting. In addition, a certified representative of Michigan AFSCME Council #25 may attend.
2. Conferences shall be conducted after working hours of the employees attending the meeting. Time and place of such meetings shall be set by mutual consent and such meetings shall be limited to two (2) hours, or extended per mutual agreement.
3. Conferences shall not be used to circumvent the established grievance procedure or to affect an early opening of the negotiation process as it pertains to the Collective Bargaining Agreement.

## **Section 5 - Information Rights**

Upon reasonable request, the Board agrees to furnish the Union with readily available information, provided it has a legal duty to do so. This provision shall not be subject to the grievance procedure.

## **Section 6 - Rescheduled Work Days**

Scheduled days of student instruction which are not held because of conditions not within the control of school authorities; such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions, may be rescheduled to ensure compliance with State law. Paraprofessionals will receive their regular pay for days, which are canceled, but shall work any rescheduled days with no additional compensation.

## **Section 7 - Threatening Behavior toward Staff Members**

Pursuant to, and in accordance with Board Policy 4362.01, the Board believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds that intimidate a staff member or cause anxiety concerning his/her physical and/or psychological well being is strictly forbidden. Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

## **Section 8 - Personnel Files**

Employees shall have access to their personnel files in accordance with Board Policy 8320, and the employees Right-to-Know Act (Act No. 397 of the Public Acts of 1978).

## **Section 9 - Union Use of School Facilities**

The Union may use available school facilities without charge for Union meetings upon reasonable request to the appropriate administrator.

## **Section 10 - Bulletin Board Space**

The Board shall designate bulletin board space in each building for Union use. The Union agrees that all materials posted will be clearly identified and that it accepts responsibility for all such materials. No materials of a political nature will be posted. The Union shall defend, protect and save harmless the Board from any and all claims, demands, suits and/or other forms of liability by reason of such postings under this Section.



## **Article III – GENERAL PROVISIONS AFFECTING EMPLOYMENT**

### **Section I - Terms of Employment**

**DISTRICT HALF DAY SHALL MEAN WHEN ALL SCHOOLS IN THE DISTRICT ARE CLOSED.**

**BUILDING HALF DAYS SHALL MEAN WHEN A PARTICULAR BUILDING OR SCHOOL IS CLOSED.**

- 1. PARAPROFESSIONALS WILL WORK THEIR REGULAR HOURS FROM THE OFFICIAL OPENING DAY OF SCHOOL TO THE OFFICAL CLOSING DAY OF SCHOOL, EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT.**
- 2. THE SUBSTITUTE COORDINATOR WILL BE EXPECTED TO WORK NORMAL HOURS ON ALL DISTRICT AND BUILDING HALF AND/OR FULL DAYS. LATCHKEY WORKERS WILL BE EXPECTED TO WORK THEIR NORMAL HOURS CONSISTENT WITH PROGRAM OFFERINGS.**

**ON DISTRICT HALF DAYS OF SCHOOL ALL PARAPROFESSIONALS WILL WORK A HALF-DAY.**

**ON BUILDING HALF DAYS OF SCHOOL OFFICE ASSISTANTS AND MEDIA ASSISTANTS WILL BE EXPECTED TO WORK THEIR REGULARLY ASSIGNED HOURS. TITLE I TUTORS AND TUTORS WILL WORK AS REQUESTED BY THE CURRICULUM DIRECTOR. ALL OTHER PARAPROFESSIONALS WILL WORK A HALF DAY.**

- 3. PARAPROFESSIONALS WHO ARE REQUIRED TO ATTEND STAFF MEETINGS SHALL BE COMPENSATED AT THEIR REGULAR RATE OF PAY.**
- 4. ON EVENINGS OF SCHOOL RELATED FUNCTIONS, THE BOARD MAY REQUIRE UP TO TWO (2) PARAPROFESSIONALS TO BE IN ATTENDANCE AND COMPENSATED AT THEIR REGULAR RATE OF PAY. DURING BOOK FAIRS, THE MEDIA ASSISTANT SHALL BE ONE (1) OF THE PARAPROFESSIONALS REQUIRED TO WORK.**
- 5. OFFICE ASSISTANTS WILL BE EXPECTED TO WORK THEIR REGULARLY SCHEDULED HOURS ON THE TWO (2) DAYS PRIOR TO THE SCHEDULED DISTRICT OPENING DAY OF SCHOOL AND TWO (2) DAYS AFTER THE LAST OFFICIAL DAY OF SCHOOL. MEDIA ASSISTANTS WILL BE EXPECTED TO WORK THEIR REGULARLY SCHEDULED HOURS ON THE TWO (2) DAYS PRIOR TO THE SCHEDULED DISTRICT OPENING DAY OF SCHOOL.**
- 6. AN OFFICIAL DISTRICT CALENDAR WILL BE DISTRIBUTED WHEN ONE BECOMES AVAILABLE.**
- 7. PARAPROFESSIONALS WHO SUBSTITUTE FOR ANY POSITION WILL BE PAID THE RATE OF PAY FOR THE CLASSIFICATION FOR WHICH THEY ARE SUBBING.**

## **Section 2 - Health Requirements**

Pursuant to and in accordance with Board Policy 4160, the BOARD reserves the right to require a health examination of any **PARAPROFESSIONAL** by a doctor designated by the BOARD, at the Board's expense.

Each **PARAPROFESSIONAL** shall maintain a condition of health sufficient to permit him/her to successfully perform the expressed and implied duties of his/her position.

A **PARAPROFESSIONAL** absent from work because of mumps, **SCARLET FEVER**, measles, chicken pox, pinkeye, or **LICE**, reasonably shown to be attributed to a source in the school shall suffer no loss of compensation and shall not be charged with sick leave for a period not to exceed five (5) school days.

## **Section 3 - Staff Discipline and Discharge**

Pursuant to, and in accordance with Board Policy 4139, the BOARD will utilize due process procedures by conducting an investigation as appropriate to the situation, including providing the **PARAPROFESSIONAL** with reasonable notice and the opportunity to respond.

**DISCIPLINE SHALL MEAN ACTION TAKEN ON BEHALF OF THE BOARD RESULTING IN NEGATIVE CONSEQUENCES TO THE AFFECTED PARAPROFESSIONAL.**

**WARNING SHALL MEAN ACTION TAKEN, VERBAL OR WRITTEN, WHICH IS THE FIRST LEVEL OF DISCIPLINARY ACTION.**

**SUSPENSION SHALL MEAN AN INVOLUNTARY TEMPORARY LEAVE OF DUTIES.**

**DEMOTION SHALL MEAN AN INVOLUNTARY CHANGE TO A LOWER CLASSIFICATION AT A DECREASED RATE OF PAY.**

**DISCHARGE SHALL MEAN INVOLUNTARY TERMINATION OF EMPLOYMENT.**

**DISCIPLINE SHALL BE PROGRESSIVE IN THE FOLLOWING ORDER:**

- a) **WARNING, VERBAL**
- b) **WARNING, WRITTEN**
- c) **SUSPENSION**
- d) **DEMOTION, IF APPLICABLE**
- e) **DISCHARGE**

1. **ANY AND ALL DISCIPLINE, FOR JUST CAUSE, IS THE PREROGATIVE OF THE BOARD.**
2. **WHEN ISSUING ANY DISCIPLINARY ACTION, THE BOARD SHALL PROMPTLY NOTIFY THE BUILDING STEWARD AND CHAPTER CHAIRPERSON AND SHALL PROVIDE A COPY OF SAID DISCIPLINE TO THE CHAPTER CHAIRPERSON.**
3. **During periods of suspension, as a result of disciplinary actions, THE PARAPROFESSIONAL shall not accumulate leave or vacation days nor shall he/she receive pay for holidays that occur during such suspension.**

4. Written warnings or other records of disciplinary action shall be dated and placed in the personnel file maintained on each **PARAPROFESSIONAL**. The BOARD will not use this material against **A PARAPROFESSIONAL** after it is two years old and said **PARAPROFESSIONAL** has not had any other warnings or other written record of disciplinary action in the intervening period.

## **Section 4 - Layoff and Recall**

### **DEFINITIONS**

**DISPLACED REFERS TO A PARAPROFESSIONAL WHOSE POSITION HAS BEEN ELIMINATED OR MODIFIED THROUGH THE REDUCTION IN WORK FORCE.**

**LAYOFF SHALL MEAN A REDUCTION IN WORK FORCE.**

**RECALL SHALL MEAN TO BE CALLED BACK TO A POSITION THAT IS TEMPORARILY UNFILLED DUE TO LAYOFF.**

**RECALL LIST IS A NOTICE OF ASSIGNMENT OPPORTUNITIES CREATED BY THE BOARD THAT IS TEMPORARILY UNFILLED DUE TO LAYOFF.**

### **DISPLACED**

1. THE DISPLACED PARAPROFESSIONAL WHOSE JOB HAS BEEN MODIFIED WILL HAVE THE CHOICE TO:
  - a) ACCEPT THE POSITION AS IT HAS BEEN CHANGED, OR
  - b) SUBMIT A LETTER OF REQUEST FOR A POSITION ON THE RECALL LIST BASED ON SENIORITY.
2. THE DISPLACED PARAPROFESSIONAL WHOSE POSITION HAS BEEN ELIMINATED WILL SUBMIT A LETTER OF REQUEST FOR A POSITION(S) ON THE RECALL LIST.

### **LAYOFF**

1. IF IT IS NECESSARY TO REDUCE THE PARAPROFESSIONAL STAFF, LAYOFFS WILL BE BASED ON SENIORITY WITH THE LEAST SENIOR TO BE LAID OFF FIRST, IN ACCORDANCE WITH ARTICLE II, SECTION 3. THE SUPERINTENDENT OR HIS/HER DESIGNEE WILL PROVIDE WRITTEN NOTICE OF LAYOFF TO INDIVIDUAL PARAPROFESSIONALS.
2. BEGINNING WITH THE LEAST SENIOR PARAPROFESSIONAL, THE BOARD WILL LAYOFF ENOUGH POSITIONS TO ALLOW ANY DISPLACED PARAPROFESSIONAL AN OPPORTUNITY TO BID ON JOBS THAT ARE COMPARABLE TO HIS/HER PREVIOUSLY HELD POSITION.
3. THE CHAPTER CHAIRPERSON SHALL BE GIVEN A CURRENT SENIORITY LIST IDENTIFYING PARAPROFESSIONALS AFFECTED BY THE LAYOFF.
4. PARAPROFESSIONALS LAID-OFF SHALL BE GIVEN THE OPPORTUNITY TO BE EMPLOYED AS PERMANENT SUBSTITUTES, IF QUALIFIED, FOR ANY PERSON ON SHORT-TERM LEAVE. IN ADDITION, ANY PARAPROFESSIONAL MAY ELECT TO BECOME A DAILY SUBSTITUTE TO BE PAID ON A DAILY BASIS AND GIVEN PRIORITY FOR SUCH EMPLOYMENT OVER OTHER SUBSTITUTES.

5. A PARAPROFESSIONAL WHO IS LAID-OFF SHALL REMAIN ON RECALL EQUAL TO THE NUMBER OF YEARS THAT PARAPROFESSIONAL HAD BEEN EMPLOYED BY THE DISTRICT.

#### RECALL PROCEDURE

1. A RECALL LIST WILL BE DISTRIBUTED TO ALL LAID-OFF PARAPROFESSIONALS.
2. EACH LAID-OFF PARAPROFESSIONAL MUST SUBMIT A LETTER OF INTEREST FOR JOBS ON THE RECALL LIST, WITHIN HIS/HER CLASSIFICATION OR LOWER, WITH POSITION(S) LISTED IN ORDER OF PREFERENCE.
3. A PARAPROFESSIONAL ON A LEAVE OF ABSENCE, WHO SUBMITS A LETTER OF INTEREST, WILL BE PLACED ON RECALL ACCORDING TO SENIORITY.
4. a) RECALL WILL BEGIN WITH THE PERSON WITH THE MOST SENIORITY. THE PARAPROFESSIONAL WILL BE PLACED IN HIS/HER FIRST CHOICE ACCORDING TO HIS/HER LETTER OF INTEREST.  
b) IF THE POSITION IS ALREADY FILLED, THE PARAPROFESSIONAL WILL BE PLACED IN HIS/HER NEXT CHOICE. THIS PLACEMENT WILL NOT REFLECT AN INCREASE IN WAGES OR AN INCREASE IN TIME OF MORE THAN FIFTEEN (15) MINUTES PER DAY. THE PARTIES AGREE THAT CERTAIN POSITIONS REQUIRED NCLB (HIGHLY QUALIFIED) STATUS.  
c) THE PARAPROFESSIONAL SHALL BE OFFERED A POSITION IN A LOWER CLASSIFICATION, IF ALL THE POSITIONS WITHIN HIS/HER CLASSIFICATION ARE FILLED.  
d) THIS PROCESS WILL REPEAT UNTIL THE PARAPROFESSIONAL IS PLACED IN A POSITION.  
e) THE NEXT SENIOR PARAPROFESSIONAL WILL THEN BE PLACED ACCORDING TO THE ABOVE PRACTICE AND THIS PROCESS WILL BE REPEATED UNTIL THE RECALL LIST IS EXHAUSTED.
5. IF NOT DISTRIBUTED DURING THE SCHOOL YEAR, NOTICE OF RECALL SHALL BE SENT TO THE PARAPROFESSIONAL AT HIS/HER LAST KNOWN ADDRESS BY MAIL.
6. EACH PARAPROFESSIONAL IS RESPONSIBLE FOR KEEPING THE BOARD ADVISED, IN WRITING, OF ANY CHANGE OF ADDRESS.
7. AT THE CLOSE OF THE RECALL PROCESS, THE CHAPTER CHAIRPERSON WILL RECEIVE A REVISED SENIORITY LIST AND A LIST OF THOSE REMAINING ON LAY-OFF (ACCORDING TO SENIORITY DATE).
8. FOLLOWING RECALL ANY UNFILLED POSITION MUST BE POSTED ACCORDING TO VACANCY PROCEDURES (ARTICLE III, SECTION 6).

## **Section 5 - Training, Conferences and Workshops**

The BOARD will compensate paraprofessionals at their regular rate of pay for those conferences, workshops or in-service trainings required and approved by the BOARD.

Only those conferences that directly relate to, or permit the employee to successfully perform the expressed and implied duties of his/her position, will be approved.

**WHEN PARAPROFESSIONALS ARE REQUIRED TO ATTEND PROFESSIONAL DEVELOPMENT DAY ACTIVITIES, THEY WILL BE COMPENSATED AT THEIR REGULAR RATE OF PAY.**

## **Section 6 - Posting Procedures**

**VACANCY SHALL MEAN AN OPEN OR NEWLY CREATED POSITION WITHIN THE DISTRICT.**

All paraprofessional vacancies will be **DISTRIBUTED** to all members of the paraprofessional group for a period of five (5) working days. **MINIMUM QUALIFICATIONS WILL BE INDICATED ON ALL POSTINGS.**

**POSITIONS SHALL BE FILLED BY CURRENT PARAPROFESSIONALS BASED ON SENIORITY FIRST, THEN MINIMUM QUALIFICATIONS FOR THE POSITION, PRIOR TO THE EMPLOYMENT OF OUTSIDE PERSONNEL.**

**SECRETARIAL VACANCIES WILL BE DISTRIBUTED TO ALL MAXIMUM LEVEL PARAPROFESSIONALS WHO ARE REGULARLY EMPLOYED FOR FIVE (5) HOURS OR MORE PER DAY.**

## **Section 7 - Experience Levels**

**Entrance Level:** A 90-day period provides paraprofessionals an opportunity to become familiar with performance responsibilities.

**Intermediate Level I:** Upon recommendation by the principal, that familiarization with performance responsibilities has been achieved, the paraprofessional is advanced to Intermediate Level I. If familiarization with performance responsibilities has not been achieved as determined by the principal, the paraprofessional's employment will be terminated. (The familiarization period may be extended at the Entrance Level salary level for good reason upon recommendation of the principal with approval of the Personnel Director).

**Intermediate Level II:** Paraprofessionals become eligible for advancement to Intermediate Level II after one year's service, with the principal's recommendation that the paraprofessional has demonstrated continued growth in achieving performance responsibilities.

**Maximum Level:** Paraprofessionals become eligible for advancement to Maximum Level after two years' service, with the principal's recommendation that optimum growth has been attained in achieving performance responsibilities.

## **Section 8 - Evaluation**

Paraprofessionals are evaluated bi-annually. Performance is evaluated on general achievement of area job goals and specific achievement of performance responsibilities. A copy shall be given to the **PARAPROFESSIONAL**, and an opportunity afforded to discuss the evaluation prior to its filing.

Advancement from level to level is based upon achievement of performance responsibilities as recommended by the principal, and is not automatic.

## **SECTION 9 - BUS AIDES**

**THE WORK SCHEDULE SHALL BE ESTABLISHED AND POSTED BY THE TRANSPORTATION COORDINATOR PRIOR TO THE BEGINNING OF THE SCHOOL YEAR. BUS AIDES WILL THEN BID BY SENIORITY, USING THE PARAPROFESSIONAL SENIORITY LIST.**

**IF AFTER THE FOURTH WEEK OF THE START OF THE FIRST OR SECOND SEMESTER PREVIOUS BUS RUNS CHANGE BY MORE THAN THIRTY (30) MINUTES, A BUS AIDE MAY OPT TO TAKE THE RUN OF SOMEONE WITH LESS SENIORITY.**

## **Article IV - SENIORITY**

### **Seniority**

**SENIORITY SHALL MEAN THE UNINTERRUPTED ANNIVERSARY DATE OF HIRE AS A PARAPROFESSIONAL, NOT INCLUDING SUBSTITUTES AND TEMPORARY HELP.**

**SENIORITY SHALL NOT BE AFFECTED BY A TRANSFER, PROMOTION OR DEMOTION.**

**THE BOARD WILL KEEP THE SENIORITY LIST UP TO DATE AND WILL MAKE IT AVAILABLE TO THE CHAPTER CHAIRPERSON BY OCTOBER 1<sup>ST</sup> ANNUALLY; AND WILL LIST ALL PARAPROFESSIONALS BY NAME, CLASSIFICATION, BUILDING, SENIORITY DATE, DATE OF HIRE AND POSITION AND DAILY POSTED HOURS.**

## **Article V - LEAVES OF ABSENCE**

### **Section 1 - LEAVE DAYS**

**ANY PARAPROFESSIONAL FINDING IT NECESSARY TO BE ABSENT FROM WORK BECAUSE OF ILLNESS OR LEGITIMATE USE OF HIS/HER LEAVE DAY(S) IN ACCORDANCE WITH PRESENT BOARD POLICY, MUST NOTIFY THE ELECTRONIC SECRETARY AT THE BOARD OFFICE PRIOR TO THE START OF THEIR RESPECTIVE SHIFT. THESE DAYS are prorated for part-time and fractional school year employees based on a seven-hour day.**

- 1. THE BOARD WILL PROVIDE A MAXIMUM OF FIVE (5) LEAVE DAYS WITHOUT LOSS OF PAY TO THE EMPLOYEE.**

**EMPLOYEES SHALL ACCUMULATE UNUSED DAYS TO A MAXIMUM OF 24. THESE DAYS SHALL BE PAYABLE AT THE RATE OF \$40.00 PER DAY UPON THE TERMINATION OF EMPLOYMENT (RESIGNATION OR RETIREMENT), PROVIDED THE PARAPROFESSIONAL HAS A MINIMUM OF FIVE (5) WORK YEARS OF DISTRICT SERVICE.**

**LEAVE** days must be arranged 24 hours in advance except in emergencies. These days may be used to extend a bereavement leave.

**2. LEAVE DAYS IMMEDIATELY PRECEDING OR FOLLOWING A HOLIDAY MUST BE APPROVED IN ADVANCE (EXCEPT WHEN FOR PERSONAL ILLNESS – ACCOMPANIED BY A DOCTOR’S NOTE). LEAVE DAYS PRECEDING A HOLIDAY MAY BE GRANTED IN THE FOLLOWING SITUATIONS:**

- a) FOR SURGERY, ACCIDENTS, SERIOUS ILLNESS, OR INJURY TO AN IMMEDIATE FAMILY MEMBER**
- b) FOR BEREAVEMENT OF A NON-IMMEDIATE FAMILY MEMBER;**
- c) WHEN TRAVEL IS NEEDED TO ATTEND TO AN IMMEDIATE FAMILY MEMBER’S NEEDS.**

**WHEN APPICABLE, LEAVE DAYS PRECEDING OR FOLLOWING A HOLIDAY/VACATION BREAK MUST BE REQUESTED IN WRITING.**

**LEAVE DAYS USED CONSECUTIVELY MUST BE APPROVED IN ADVANCE, EXCEPT FOR EMERGENCIES.**

### **Section 2 - Bereavement Days**

Paraprofessionals are eligible to take three (3) days bereavement leave with pay (*prorated to their daily hours of employment*) for deaths within their immediate family. "Immediate family" means husband, wife, mother, father, brother, sister, child, grandparent, grandchild, and mother/father-in-law, sister/brother-in-law, daughter/son-in-law, stepmother, stepfather, stepchild, stepbrother and stepsister. Bereavement days must be taken within the time period commencing with the death and ending with the second calendar day following the funeral--providing the **PARAPROFESSIONAL** attends the funeral.

### **Section 3 - Jury/Court Leave**

Each **PARAPROFESSIONAL** shall be excused from his/her regularly assigned duties for jury duty or attendance at Court as a witness, pursuant to subpoena, requiring the **PARAPROFESSIONAL** to testify in a suit involving the District. Such days will not be charged as personal leave. The **PARAPROFESSIONAL** will continue to be paid his/her regular pay during the assigned jury duty. The **PARAPROFESSIONAL** shall return to the District the total jury duty stipend in whole minus any accrued travel costs.

#### **Section 4 - Leave for Union Business**

Members of the Union, elected to Local Union positions or selected by the Union to do work which takes them from their employment with the Board, shall, at the written request of the Union, receive temporary leave of absence (without pay) for periods not to exceed two (2) years or the term of office, whichever may be shorter. Upon their return, they shall be re-employed at work with accumulated seniority. No more than one member of the Local Union may be on leave in any given year.

#### **Section 5 - Conference Leave for Union Business**

Upon written application submitted at least one (1) week in advance to the Superintendent or his/her designee, the Chapter Chairperson will be granted up to three (3) days leave per year, without pay, to attend International or Council 25 educational conferences, conventions and/or official Union functions.

### **Article VI – GRIEVANCE PROCEDURE**

**GRIEVANCE** shall mean, a complaint submitted, in writing, by an employee or a group of employees within the bargaining unit, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Initiation of a grievance may be verbal, at the first step.

#### **Section 1 – Procedures**

1. A grievance submitted under the following procedure may be withdrawn by the Chapter Chairperson or his/her designee and/or the Union at any step of the grievance procedure, without prejudice. Such grievance, once withdrawn in writing, shall be considered by all parties as having been satisfactorily settled.
2. Failure of the Chapter Chairperson or his/her designee to file a grievance or appeal within the specified time limit, at any step of the grievance procedure, shall constitute the grievance as being dropped.
3. Failure to respond to a grievance within the time limit prescribed at any step of the grievance procedure shall be considered as an unsatisfactory response and the grievant may proceed to the next step in the grievance procedure.
4. Grievances, as defined, shall be presented and adjusted in accordance with the following procedure:
  - a. The **PARAPROFESSIONAL** may discuss items he/she believes are grievances with his/her Steward or the Chapter Chairperson or his/her designee, before his/her shift begins or after it ends, except for a clearly recognized emergency.
  - b. The Steward or Chapter Chairperson or his/her designee may informally discuss a grievance with the immediate Supervisor of the member(s) initiating the complaint.

#### **STEP I:**

- a. In the event the matter is not resolved informally, it shall be reduced to writing and submitted in triplicate as a grievance, to the immediate supervisor.



- b. Grievances must be filed, in writing, within **TEN (10) WORKING DAYS FROM THE ACT OR CONDITION, WHICH IS THE BASIS OF THE GRIEVANCE, OR THE PARAPROFESSIONAL HAS BEEN MADE AWARE OF THE GRIEVANCE.** Copies of the written grievance, signed by the **PARAPROFESSIONAL, AND/OR THE UNION REPRESENTATIVE,** shall be submitted to the immediate supervisor.
- c. The immediate supervisor shall respond, in writing, to the grievance and tender it to the Chapter Chairperson or his/her designee, within **TEN (10)** working days of the receipt of the written grievance.

**STEP II:**

- a. Within **TEN (10)** working days after receiving the decision from the immediate supervisor, the Chapter Chairperson or his/her designee, may appeal this decision to the Personnel Director. The appeal shall be in writing and be accompanied by a copy of the original grievance and the decision at STEP I.
- b. The Personnel Director shall respond by investigating the grievance and **SCHEDULING A SECOND STEP MEETING WITHIN TEN (10) DAYS OF RECEIVING THE APPEAL. THOSE ATTENDING THE SECOND STEP MEETING WILL BE THE PERSONNEL DIRECTOR OR HIS/HER DESIGNEE, THE IMMEDIATE SUPERVISOR, THE CHAPTER CHAIRPERSON, THE STEWARD OF THE AFFECTED SCHOOL OR BUILDING, THE GRIEVANT AND A REPRESENTATIVE FROM MICHIGAN AFSCME COUNCIL #25 AND/OR ITS INTERNATIONAL UNION.** The Personnel Director shall tender, in triplicate, a decision within **TEN (10)** working days after **THE SECOND STEP MEETING,** with copies being sent to the representative of the employer first notified of the grievance and the Chapter Chairperson or his/her designee.

**STEP III:**

- a. If the decision of the Personnel Director **AND/OR HIS/HER DESIGNEE** is not satisfactory to the Union, within ten (10) working days thereafter, the **UNION WILL NOTIFY THE PERSONNEL DIRECTOR, IN WRITING, OF ITS INTENT TO ARBITRATE. THE GRIEVANCE WILL BE SUBMITTED TO ARBITRATION BEFORE AN IMPARTIAL ARBITRATOR SELECTED BY THE PARTIES.** If the parties cannot agree on an arbitrator, a request for a list of five (5) arbitrators shall be made to the American Arbitration Association Service. The parties agree to follow all AAA rules for arbitrator selection and processing of arbitrations. The Board and the Union shall not be permitted to assert in such arbitration proceedings any grounds or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be borne equally by both parties.

All complaints and appeals must be in writing. They shall contain a specific, but concise statement of the facts upon which the grievance is based, a specific reference to the Sections, Articles and Paragraphs of the Agreement which have been misinterpreted or violated; the date of the violation; the specific nature of the relief requested; and shall be signed and dated by the employee involved.

- b. There shall be strict adherence to the time limits specified in this procedure except when a time limit, in any specific instance, is extended by mutual written agreement.
- c. The Chapter Chairperson will be allowed to seek the advice and counsel of, and to have present at any hearing on a step in the grievance procedure, parent Union Representation.

## **Article VII - HOLIDAYS**

### **Holidays**

Maximum level Paraprofessionals who are regularly employed for five (5) hours or more per day will be eligible to receive payment for eight holidays:

Labor Day	New Year's Day
Thanksgiving	<b>EASTER MONDAY</b>
Friday after Thanksgiving	Good Friday
Christmas	Memorial Day

## **Article VIII – EMPLOYEE COMPENSATION**

### **Section 1 – Longevity Pay**

Longevity pay for all Paraprofessionals as follows:

Over five years of service - \$.25 per hour

Over ten years of service - \$.45 per hour

This amount, calculated on total hours worked, will be paid with the last pay period.

### **Section 2 - Terminal Leave Pay**

Paraprofessionals who are employed five (5) hours or more per day will receive a terminal leave payment of \$40.00 per year of service, provided that they have worked in the district for a minimum of ten (10) years.

### **SECTION 3 – MILEAGE**

**MILEAGE WILL BE PAID WHEN AN EMPLOYEE IS REQUIRED AND AUTHORIZED BY THEIR SUPERVISOR TO USE HIS/HER PERSONAL VEHICLE DURING THE PERFORMANCE OF HIS/HER RESPONSIBILITIES, INCLUDING TRAVEL FROM ONE ASSIGNED BUILDING TO ANOTHER ASSIGNED BUILDING. THE RATE PAID WILL BE THAT RATE ESTABLISHED BY THE INTERNAL REVENUE SERVICE (IRS) AND APPLIED BY SOUTH LAKE SCHOOLS; UPON SUBMISSION OF PROPER FORMS/REPORTS PROVIDED BY SOUTH LAKE SCHOOLS, TO THE SUPERVISOR.**

## **Article IX – INSURANCE PACKAGE**

### **Section 1 - Optical Insurance**

Maximum level Paraprofessionals who are regularly employed for five (5) hours or more per day will be eligible to receive optical insurance.

### **Section 2 - Health Insurance**

**PARAPROFESSIONALS WHO ARE EMPLOYED FIVE (5) HOURS OR MORE** may elect to join any of South Lake's health insurance plans on a self-pay basis, provided that the individual meets the eligibility requirements of the provider. Additional information about these plans and eligibility requirements can be obtained by contacting the Personnel Office (435-1630).

Upon request, a full description of benefits will be sent to all eligible paraprofessionals, under separate cover, by the Personnel Office.

## **Article X – DURATION AND SEVERABILITY**

### **Section 1 - Ability to Separate From Agreement**

Should either a Court of competent jurisdiction or the Attorney General declare any Article, Section or Clause of this Agreement invalid, **THE PARTIES WILL AGREE TO AMEND OR DELETE** such Article, Section or Clause, **TO COME INTO COMPLIANCE**. The remaining Articles, Sections and Clauses shall remain in full force and effect for the duration of this Agreement.

### **Section 2 – SUCCESSOR CLAUSE**

**THIS AGREEMENT SHALL BE BINDING UPON THE EMPLOYER'S SUCCESSOR, ASSIGNEES, OR TRANSFEREES. WHETHER SUCH SUCCESSOR, ASSIGNMENT, OR TRANSFER BE AFFECTED VOLUNTARILY OR BY THE OPERATION OF THE LAW; AND IN THE EVENT OF THE EMPLOYER'S MERGER OR CONSOLIDATION WITH ANOTHER EMPLOYER, THIS AGREEMENT SHALL BE BINDING UPON THE MERGED OR CONSOLIDATED EMPLOYER.**

### **SECTION 3 - Duration of Agreement**

This Agreement shall be effective as of July 1, **2005**, and shall continue in full force and effect until June 30, **2008**. If either party desires to terminate, modify or change this Agreement, they shall give the other party written notice to that effect, not less than sixty (60) days prior to June 30, **2008**.

## Appendix A – Wage Schedules

2005/2006 – The chart below reflects a 2.75% increase

2005/2006	Entrance	Intermediate 1	Intermediate 2	Maximum
Classification I	\$11.98	\$12.45	\$13.17	\$13.95
Classification II	\$11.59	\$12.07	\$12.79	\$13.56
Classification III	\$10.85	\$11.46	\$12.04	\$13.11

2006/2007 – The chart below reflects a 1.5% increase

2006/2007	Entrance	Intermediate I	Intermediate 2	Maximum
Classification I	\$12.16	\$12.64	\$13.37	\$14.16
Classification II	\$11.76	\$12.25	\$12.98	\$13.76
Classification III	\$11.01	\$11.63	\$12.22	\$13.31

2007/2008 Wage Reopener

## Appendix B – Classifications

<b>CLASSIFICATION I – Assistants, Coordinators, Supervisors, Tutors</b>	
<b>Title</b>	<b>Hours Per Day</b>
Behavior Management Assistant	7
In-House/Retesting Supervisor (STAR)	7
Media Assistant	7
Office Assistant	7
Responsibility Room Supervisor	7
Substitute Coordinator	8
Title I Tutor	6.5 - 7
Transitional Assistant	7
Tutor	6.25 – 6.75
<b>CLASSIFICATION II – Aides, Leaders</b>	
<b>Title</b>	<b>Hours Per Day</b>
Special Services Aide	7
Building Aide	5
Bus Aide	Varies as needed
Classroom Aide	5
Culinary Arts Aide	5.5
Developmental Aide	Varies as needed
Latchkey Aide	Varies as needed
Latchkey Leader	5 to 5.5
Preschool Aide	3.5
ECDD Aide	.5 – 3.5
<b>CLASSIFICATION III – Helpers, Monitors</b>	
<b>Title</b>	<b>Hours Per Day</b>
Noon Monitor	1.5
Office Helper	2.5
Choice-Time Monitor	1.5
Security Monitor	7
School Monitor	Varies as needed

IN WITNESS WHEREOF we have set our hands to the Agreement with the intent that the executive hereof shall be deemed to be complete as of May 17, 2006.

**BOARD OF EDUCATION of the  
District of SOUTH LAKE SCHOOLS**

By Karla L. Anderson  
Karla Anderson, President

By Barb Ancona  
Barb Ancona, Vice President

By Lois Cardenas  
Lois Cardenas, Secretary

By Allan Innes  
Allan Innes, Treasurer

By Vince Marino  
Vince Marino, Trustee

By Shawn Gray  
Shawn Gray, Trustee

By Paula Mack-Crouchman  
Paula Mack-Crouchman, Trustee

By William C. Putney  
William C. Putney, Superintendent

By Matthew Dishman  
Matthew Dishman  
Supervisor of Buildings & Grounds

**LOCAL 2457 of AFSCME, COUNCIL 25  
PARAPROFESSIONAL CHAPTER**

By Debra Prazmo  
Debra Prazmo, Chapter Chairperson

By Robin Roussin  
Robin Roussin, Bargaining Team Member

By Aida LaDuke  
Aida LaDuke, Bargaining Team Member

By Mary Thompson  
Mary Thompson, Bargaining Team Member

By Catherine Phillips  
Catherine Phillips, Council 25

**PARAPROFESSIONAL WORK DAYS  
2006 – 2007**

**Elementary Schools**

August 30	Office and Media Assistants work all day
August 31	Office and Media Assistants work all day
September 5	No Paraprofessionals work in the p.m.
September 18	Office, Media Assistants and Tutors work in the p.m.
October 31	No Paraprofessionals work in the p.m.
November 3	Office, Media Assistants and Tutors work in the p.m.
November 22	No Paraprofessionals work
December 7	Office, Media Assistants and Tutors work in the p.m.
January 15	All Paraprofessionals work (trade for November 22)
January 29	Office, Media Assistants and Tutors work in the p.m.
February 28	Office, Media Assistants and Tutors work in the p.m.
March 9	Office, Media Assistants and Tutors work in the p.m.
March 21	No Paraprofessionals work in the p.m.
April 5	Office and Media Assistants work in a.m. only
May 3	Office, Media Assistants and Tutors work in the p.m.
May 25	Office and Media Assistants work in the p.m.
June 13	Office, Media Assistants and Tutors work in the p.m.
June 14	Office and Media Assistants work in the p.m.
June 15	Office and Media Assistants work all day
June 18	Office and Media Assistants work all day
June 19	Office and Media Assistants work all day

**Middle School**

August 30	Office and Media Assistants work all day
August 31	Office and Media Assistants work all day
September 5	No Paraprofessionals work in the p.m.
October 31	No Paraprofessionals work in the p.m.
November 22	No Paraprofessionals work
January 15	All Paraprofessionals work (trade for November 22)
March 8	Office and Media Assistants work in the p.m.
March 21	No Paraprofessionals work in the p.m.
April 5	Office and Media Assistants work in the a.m. only
June 14	Office and Media Assistants work in the p.m.
June 15	Office and Media Assistants work in the p.m.
June 18	Office and Media Assistants work all day
June 19	Office and Media Assistants work all day

**High School**

August 30	Office and Media Assistants work all day
August 31	Office and Media Assistants work all day
September 5	No Paraprofessionals work in the p.m.
October 31	No Paraprofessionals work in the p.m.
November 22	No Paraprofessionals work
January 15	All Paraprofessionals work (trade for November 22)
March 21	No Paraprofessionals work in p.m.
April 5	Office and Media Assistants work in the a.m. only
May 15	No Paraprofessionals work in the p.m.
June 12	Office and Media Assistants work in the p.m.
June 13	Office and Media Assistants work in the p.m.
June 14	Office and Media Assistants work in the p.m.
June 18	Office and Media Assistants work all day
June 19	Office and Media Assistants work all day

**Parent Teacher Conference work arrangements are to be made at the individual buildings.**