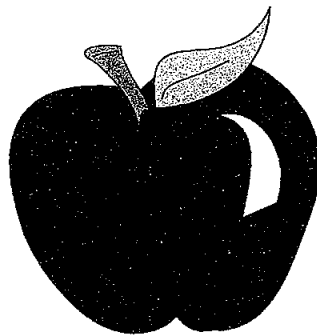


WARREN WOODS PUBLIC SCHOOLS

2006 - 2008



AGREEMENT

BETWEEN

WARREN WOODS
BOARD OF EDUCATION

AND

50240
06 30 2008
MFT/AFT AFL-CIO LOCAL 4706

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MFT/AFT - AFL-CIO

LOCAL 4706

AGREEMENT

WITH

THE BOARD OF EDUCATION

WARREN WOODS PUBLIC SCHOOLS

EFFECTIVE

July 1, 2006 to June 30, 2008

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9.1 MASTER AGREEMENT BASIS

9.1.1 Preface

This agreement is entered into this 1st day of July 2006 by and between the BOARD OF EDUCATION of the Warren Woods Public Schools, hereinafter called the "BOARD" and the Special Education Paraprofessionals of Warren Woods, MFT/AFT, AFL-CIO, Local #4706, hereinafter called the "UNION".

WITNESSETH

WHEREAS, the BOARD has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its Special Education Paraprofessional personnel with respect to hours, wages, and terms and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

9.1.2 Recognition Clause

The BOARD of the Warren Woods Public Schools hereby recognizes the Special Education Paraprofessionals of Warren Woods, MFT/AFT, AFL-CIO, Local Number 4706 as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for the following bargaining unit: All Special Education Paraprofessionals including those in SLI, POHI, CRC, PPI, EMI, LD, One-on-One, Resource Room, Inclusion and other Special Education Paraprofessionals working in the special education program, but excluding: Regular education teacher aides, locker room, hall and study hall aides, elementary library assistants, vocational education paraprofessionals, elementary lunchroom monitors, community education child-care and latch key instructors and aides, substitutes and all other employees. All personnel represented by the UNION in the above-defined unit shall, unless otherwise indicated, hereafter be referred to as "paraprofessionals" or "employees", and reference to female shall include male personnel.

9.1.3 Contract Printing

Copies of this Agreement shall be printed at the expense of the BOARD within sixty (60) days after the Agreement is signed and presented to all paraprofessionals now employed or hereinafter employed, by the BOARD. Further, that the BOARD shall furnish twenty (20) copies of this Agreement to the UNION for its use.

9.2 SPECIAL EDUCATION PARAPROFESSIONAL AND UNION RIGHTS

9.2.1 Use of Facility

The UNION and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the district. Reasonable use of bulletin boards, mailboxes, and the inter-school mail shall be made available to the UNION and its members for notices and news of UNION business.

9.2.2 Use of Equipment

The UNION shall have the right to use the typewriters and computers in the school buildings when not in use and other school equipment including audiovisual, mimeograph, duplicating equipment, at other than a Special Education Paraprofessionals' working hours when such equipment is not otherwise in use.

The UNION shall pay for the reasonable cost of all materials and supplies incident to the use of this equipment. The UNION shall be liable for any damages or breakage to said equipment caused by the negligence of its representatives.

9.2.3 To Information

The BOARD agrees to furnish to the UNION in response to reasonable requests, all requested available information concerning the financial resources of the district, salaries, tentative budgetary requirements and allocations and such other information as will assist the UNION in conducting UNION business.

9.2.4 Agency Shop

Every employee in the representative unit, as a condition of continued employment, must either join the UNION or pay a service fee equal to the dues of the UNION, and have signed a payroll deduction request for same, within thirty (30) calendar days of ratification of this Agreement or of their date of hire, whichever is later. If at any time an employee is over thirty (30) calendar days in arrears in payment of dues or service fee, the BOARD agrees to dismiss that employee within the next thirty (30) calendar days and such dismissal will be deemed to be for just cause and not subject to the grievance procedure.

- A. The MFT/AFT will defend any action or complaint brought against the BOARD and/or the Warren Woods School District under state or federal law as a result of the implementation of the above paragraph, and the MFT/AFT will further indemnify the BOARD and/or Warren Woods School District in the event an adverse judgment is entered against the BOARD and/or Warren Woods School District under state or federal law as a result of the implementation of the above paragraph.

9.2.5 Dues Deduction

Any employee may sign a payroll authorization form for the deduction of dues from their regular salary for the local, state and/or national UNION. Such deductions shall be made by the Payroll Department and remitted promptly to the UNION. The UNION agrees to make all reimbursements to employees for any amount of dues or fees deducted by the BOARD and paid to the UNION by error in excess of the proper deduction and agrees to hold the BOARD harmless from any claims of excessive deductions.

The deductions shall commence on the second pay of the month after the employee signs the Warren Woods Public Schools payroll information form and the UNION enrollment card. The deduction shall continue from the second pay of every month thereafter excluding July and August.

Deductions for any calendar month shall be remitted to the designated financial officer of Local 4706 along with a list of names from whom dues have been deducted. This list shall be submitted no later than two (2) weeks after the first of the month or one (1) week after the first pay.

9.2.6 Other Deductions Allowed

The BOARD shall also make payroll deduction upon written authorization from employees for annuities, credit union, United Foundation, or any other programs jointly approved by the UNION and the BOARD.

9.2.7 Private Life

The private and personal life of any employee is not within the concern of the BOARD except as it impinges upon his/her ability to do his/her job or upon the reputation of the district.

9.2.8 Non-Discrimination

The provisions of this Agreement shall be applied by both the UNION and the BOARD without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with the activities of any employee UNION.

9.2.9 Probation and Seniority

A. New employees hired into the unit shall be considered as probationary employees for the first sixty (60) calendar days, excluding vacation and recess time. When an employee completes the probationary period he/she shall be entered on the seniority list using his/her first working date, after being hired, as his/her seniority date. The seniority list as presently constituted shall govern for individuals employed at present. If two or more employees begin work the same day, their seniority will be determined by lot. The UNION shall represent probationary employees for the purposes of

9.2.9 Probation and Seniority - Cont'd

collective bargaining with respect to salary, and conditions of employment except for discipline and discharge of the employee for other than UNION activity. An employee while on probation shall not be eligible for benefits.

- B. The seniority list on the date of this Agreement will show the name and first work date of employees of the unit.
- C. The employer will keep the seniority list up-to-date and will provide the Local UNION with up-to-date copies upon request, or at thirty (30) day intervals if changes have been made.
- D. Part time Special Education Paraprofessionals hired after September 1, 1991 will accumulate seniority on a pro rated basis. An individual working 3 hours or more per day will accumulate full seniority. Someone working less than 3 hours will have their seniority prorated according to the following formula. If an employee works 1 hour per day they will accumulate .33 years of seniority, 2 hours per day yields .67 years of seniority and if employed 3 hours per day they earn 1 year of seniority.

9.2.10 Contract Administration

Periodically throughout the school year, time shall be set aside for meetings of representatives of the BOARD and the UNION to discuss matters of mutual concern, including administration of the contract. These meetings will be held at mutually satisfactory times. These meetings are not intended to by-pass the grievance procedure.

9.2.11 New Positions

Should the BOARD wish to establish any new paraprofessional positions not specifically mentioned in this contract, the UNION will be notified prior to its effective date of operation.

9.2.12 Savings Clause

If any provisions of this Agreement or any application of the Agreement to an employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law. If such occurs, the parties agree to meet within 30 days.

9.2.13 UNION Business Days

The UNION president shall authorize up to twelve (12) days for UNION business annually by its membership. Written notices of such leave must be submitted to the Personnel Office by 1:30 p.m. prior to the day of absence.

9.2.13 UNION Business Days - Cont'd

The UNION president shall approve the use of each UNION business day and so indicate with his/her signature. There will not be more than three (3) days absence for any one employee annually and there will not be more than THREE (3) employees absent on UNION business on any one day. The use of UNION business days shall be directly related to the business of the UNION. The UNION president may authorize more than three (3) days absence per person as needed for Warren Woods arbitration, fact-finding, or unfair labor practice hearings. The UNION president shall not utilize more than twelve (12) days for UNION business days annually.

9.2.14 Safety

The BOARD recognizes the importance of safe working conditions. To that end the BOARD agrees to establish a district wide Safety Committee. Bargaining unit members shall be offered representation on the committee in proportion to their percentage of the total number of district employees.

The committee shall make recommendations to the Director of Maintenance and Operations.

9.2.15 Professional/Paraprofessional Relationship

A Special Education Paraprofessional will not be left without supervision of a professional for an unreasonable length of time. The standard for reasonable may vary from program to program.

Special Education POHI Paraprofessionals will be asked at the beginning of each school year to volunteer to stay with student(s) who are left after school hours. The paraprofessional will call the office to notify a secretary, and the secretary will call the student(s) home. A professional will also be assigned to remain with the student until he/she is picked up. In the event that the provider teacher needs to leave, an administrator will be contacted to monitor the situation until it is resolved. In the event there are no volunteer paraprofessionals, the least senior POHI paraprofessional will be assigned this duty.

9.3 GRIEVANCE

9.3.1 Definition

A claim by an employee, or the UNION that there has been a violation, misinterpretation or misapplication of any provision of this Agreement and/or written employee personnel policies directly applicable to wages, hours or conditions of employment adopted by the BOARD may be processed as a grievance hereafter provided.

Any Special Education Paraprofessional must be represented at all meetings, all hearings, and all steps of the grievance and/or arbitration process by the UNION.

The term "Days" when used in this section shall, except where otherwise indicated, mean working days of this unit.

9.3.1 Definition - Cont'd

The term "Days" shall mean calendar days if the grievance is filed on or after May 15. The time limits shall be reduced in order to affect a solution by the end of the school year or as soon thereafter as is practicable.

9.3.2 Grievance Procedure

Step 1: Within five (5) working days of the time a grievance arises, an employee shall take the matter up with a Supervisor or Building Administrator in an effort to resolve the matter informally. In the event the matter is not resolved informally, may proceed to Step 2.

Step 2: If the grievance is not resolved in Step 1, it shall, within five (5) working days of the meeting at Step 1, be reduced to writing on a grievance form and presented to the Assistant Superintendent. The written grievance shall be filed within ten (10) working days of the alleged violation. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the UNION with respect to these provisions, shall indicate the relief requested. The BOARD shall give the employee an answer in writing, no later than five (5) working days after receipt of the written grievance, with a copy to the UNION representative.

Step 3: If the grievance is not resolved in Step 2, the UNION, within five (5) working days after receipt of the answer in Step 2, may appeal the grievance to the Superintendent or a designee for a written answer. The appeal should be in writing and shall contain the reasons for the appeal and a copy of the Assistant Superintendent's decision in Step 2. Within seven (7) working days the Superintendent or a designee shall meet with the UNION on the grievance and shall indicate disposition of the grievance in writing within five (5) working days after such meeting with a copy to the UNION.

Step 4: Within fifteen (15) working days after delivery of the decision of the Superintendent or his designee on any grievance as defined herein, either party may at its option submit the grievance, if not settled, to arbitration by written notice delivered to the other party. In this event, if the parties are not able to agree upon a mutually acceptable arbitrator within ten (10) working days after the receipt of such notice, either party may within five (5) working days after the written notice, request that the American Arbitration ASSOCIATION select an arbitrator under its rules which likewise govern the arbitration proceeding.

The BOARD and the UNION shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement, or BOARD rule, order, policy or regulation. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

9.3.2 Grievance Procedure - Cont'd

If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall first determine the question of arbitrability unless the party disputing arbitrability agrees otherwise. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

The arbitrator's fees and the expenses of arbitration shall be shared equally by the BOARD and the UNION. The expense and compensation of any person called as a witness or otherwise participating in the arbitration shall be paid by the party calling such witness or requesting such participation.

9.3.3 Time Limits

Any appeals not properly processed within the applicable time periods shall be considered settled on the basis of the last answer given by the respective school authority.

Time limits may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, the parties shall use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

9.3.4 Claim for Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate. Any settlement of back pay claim shall be limited to the amount of wages the employee would otherwise have earned from the employment of the BOARD, less any wages earned during the time he/she is off work.

9.3.5 Binding Clause

Any agreement reached between the BOARD and the UNION is binding on all employees affected and cannot be changed by any individual.

9.4. BUILDING REPRESENTATIVES

9.4.1 Representatives

There shall be a grievance chairperson, building representative and alternate building representative elected by the UNION. The UNION shall within thirty (30) days of the date of signing this Agreement provide the BOARD with a list of their UNION's representatives, employed by the BOARD, who are authorized to make commitments for the UNION. The UNION shall notify the BOARD in writing of any changes of their representatives during the term of this Agreement.

9.5 INSURANCE

Insurance benefits shall be provided for all full time Special Education Paraprofessionals (thirty [30] hours or more per week).

9.5.1 **Medical Insurance**

The plan available to employees is MEBS, Option #11, Flex 2 Blue, \$1,250/\$2,500 deductible, RX \$10/\$60 (reimbursed by the plan to \$10/\$20). An employee may select the plan provided that s/he meets the minimum enrollment eligibility requirements of the carrier.

For Special Education paraprofessionals employed before November 1, 1987, the BOARD will pay the following amounts as a "baseline" toward the cost of the Michigan Employee Benefit Services (MEBS) option.

	<u>06/07</u>	<u>07/08</u>
1 Person	\$650	\$650
2 Persons	\$810	\$810
Family	\$900	\$900

Special Education Paraprofessionals hired after November 1, 1987 will be provided a "baseline" amount of \$650 per month in 06/07 and 07/08 for medical insurance to be applied to their choice of insurance plans from those listed above.

In 2007-08, the total cap amount for employees, regardless of date of hire, will also include an increase calculated as specified below. Any cost in excess of the total cap amount per month will be deducted through payroll deduction if a plan is selected by the employee. If the employee chooses a plan that costs the same or less than the total cap amount, the BOARD will pay the actual amount of the insurance premium; however, the employee will not be reimbursed for any difference for a plan that costs less than the total cap amount.

If the District realizes net savings (calculated as the premium amount reimbursed by MEBS) at the calendar year end, the District will apply 40% of the savings towards the total cap amounts for the next calendar year. The amount thus calculated (40% of the savings) will be distributed evenly among the cap amounts of all employees who paid out-of-pocket for health insurance premiums for all months of the previous calendar year. The Baseline for the caps will reset each calendar year end to \$650 for those hired after November 1, 1987, and to \$650/\$810/\$900 for those hired before November 1, 1987.

Special Education Paraprofessionals who are eligible for and who choose not to take any hospitalization plan will receive \$1,500 per school year payable in two (2) equal installments in December and June.

9.5.2 Life Insurance

The BOARD shall provide group life insurance protection in the amount of 25,000 that will be paid to the Special Education Paraprofessional's designated beneficiary. The insurance will pay double the specified amount in the event of accidental death and will pay specific benefits as designated in the policy for dismemberment.

9.5.3 Dental Insurance

The BOARD will pay the premium for the MEBS Dental Insurance Plan for each Special Education Paraprofessional and his/her eligible dependents. This coverage shall include:

Class I	75% benefit paid for:
	1. Basic services, including x-ray
	2. Preventative Services
	3. Restorative
	4. Oral Surgery
	5. Endodontic
	6. Periodontic

Class I benefit also includes an incentive increment plan; the benefit paid for will be 80% the first succeeding benefit year and 10% more each benefit year thereafter not to exceed 100% benefits paid. However, this incentive plan is applicable provided that the covered individual visits a dentist for examination and diagnosis at least once during the preceding benefit year, and all basic services which were recommended by the dentist as a result of the first of such visits were completed during the benefit year.

Class II	80% benefit paid for Prosthodontic services
Class III	80% benefit paid for Orthodontic services to age 19, lifetime maximum \$1,200.
	With \$1,000 maximum per year per person.

9.5.4 Long-Term Disability Insurance

The BOARD will pay the premium for an insurance policy which will provide payment of two-thirds (2/3's) of a Special Education Paraprofessional's monthly salary if he/she is off work because of accident, injury or illness, provided the Special Education Paraprofessional normally works thirty (30) hours or more per week, with payments to begin after sixty (60) days and continuing as required to age 65. This coverage shall apply to all seniority Special Education Paraprofessionals.

9.5.5 Optical Insurance

The BOARD will pay the premium for optical insurance protection for each Special Education Paraprofessional and his/her eligible dependents. The plan will be the Vision Care Program offered by Blue Cross-Blue Shield of Michigan.

The plan will provide for exam, lens and frames every year.

9.5.6 TB Tests

A test for TB is required for all new employees at the expense of the BOARD at a location designated by the BOARD. Test results must be submitted to the Personnel Office as required. Those employees for whom the TB skin test produced inadequate test results must take the skin test or provide test results at their own expense. Employees who can produce satisfactory evidence that the TB skin test does not produce adequate test results for them, must have a chest x-ray at the expense of the BOARD at a location for which the BOARD shall provide.

9.6 LEAVES

9.6.1 Leave Allowance

Temporary Leaves

A. Sickness

One (1) day per month of employment, accumulations without limit, shall be allowed each Special Education Paraprofessional for personal illness or care of immediate family. Four (4) days may be used for personal business. This leave, up to the full amount for the current year plus prior accumulations, shall be available to the Special Education Paraprofessional at the beginning of the work year or beginning of employment.

1. Any Special Education Paraprofessional using no personal/sick leave days in a given year, will earn one (1) bonus day to be used at his/her discretion the following year. If the earned bonus day is not used during the following school year, it will be added to the individual's accumulation of leave days.

OR

2. Any Special Education Paraprofessional having accumulated at least one hundred (100) personal/sick leave days, shall be awarded one (1) bonus day to be used at his/her discretion in a school year. If the earned bonus day is not used in a school year, it will be added to the individual's accumulation of leave days.

A Special Education Paraprofessional will not be penalized a bonus day when using (3) days given for funeral or days given due to contracting a contagious disease resulting from performing his/her employment duties.

9.6.1 Leave Allowance - contd

Should a Special Education Paraprofessional cease to be employed because of resignation, discharge, suspension, layoff or leave, and have used more days than the total prior accumulation plus the monthly allowance to date of cessation, the excess days used will be deducted from the last paycheck due the Special Education Paraprofessional.

- B. Any Special Education Paraprofessional who resigns or retires shall receive a sum equal to his/her accumulated full time leave days times fifteen (\$15) dollars. A pro-rated amount will be paid to part-time Special Education Paraprofessionals. This sum shall also be paid to the beneficiary of any Special Education Paraprofessional who dies while an active employee of the Warren Woods Public Schools. Any Special Education Paraprofessional on layoff who is to be removed from the active layoff list shall receive a sum equal to the above listed formula.
- C. Special Education Paraprofessionals may request an unpaid leave of absence up to five (5) working days without loss of seniority. No more than two (2) paraprofessionals will be granted a leave at the same time. The request will be granted according by seniority. However, if more than two (2) requests are submitted and the most senior paraprofessional has been granted an unpaid leave within the past three (3) years, their request will not be considered. A thirty (30) work-day advance notice is required. Requested leaves may be used before or after holiday periods.

9.6.2 No Charge Leaves

- A. Special Education Paraprofessional may be absent without loss of compensation or charge against leave days for the following reasons:
- B. When called and serving jury duty, and/or responding to a summons or subpoena.
- C. Funeral Leave -
When a death occurs in an employee's immediate family as defined below, the employee, on request, will be excused from working up to three work days. The employee shall receive their regular straight-time pay for up to three days. The immediate family is defined as including the employees' spouse, parent, step-parent, sibling, natural or adopted child, grandparent, grandchild, mother-in-law or father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, and an individual living in your home. Up to two (2) additional days of leave may be granted upon request. These days will be deducted from personal days accumulated and if not a sufficient number available, then from available sick days.

9.6.3 Contagious Disease

An employee who contracted pinworm, ringworm, measles, mumps, scarlet fever, pink eye, lice or chicken pox as a result of performing his/her employment duties and is absent from work as a result shall suffer no loss of compensation, nor loss of sick leave days up to the maximum of five (5) days per occurrence. These absences must be supported by a medical statement.

9.6.4 Minor Injury

An employee who is injured on duty, and who, with the agreement of his/her superior, incurs a loss of work time because of the injury shall not suffer a loss of pay or a loss of a sick day for the time lost on the day of the injury.

9.6.5 Leave of Absence

A. Reasons for Leave

Application for leave without pay or benefits (except illness/disability) will be considered by the BOARD for up to one year for the following reasons:

1. Illness/Disability
(Mental or Physical-Not incurred on the job)
2. Child care
3. Personal
4. Education

B. Personal Illness/Disability Leave - (under care of physician)

Mandatory - no increment - with seniority first year

1. A leave for illness or disability will have hospitalization and life insurance protection continued for the duration of the illness or disability for up to but no more than one (1) year. Other insurances will be dropped the first of the month following the beginning of the leave. Insurance will be resumed on the first of the month following return from leave.
2. Vacancies created by a person on leave of absence shall not be posted unless the said leave shall be for at least forty-five (45) calendar days. Such vacancies will then be posted as temporary vacancies for up to one calendar year.

The temporary vacancy will be re-posted as a permanent vacancy at the end of one (1) year.

9.6.5 Leave of Absence - contd

C. Personal Leave

Not mandatory - no increment - with seniority first year

Upon an employee's written application, the BOARD may grant a personal leave of up to one (1) year. Applications will be in writing and will indicate the reasons for the leave, and the beginning and ending dates of the leave requested. Requests for leave, must be submitted at least two (2) weeks before the leave will begin, except in case of an emergency.

Upon return from such leave, the employee shall be placed at the same position on the salary schedule commensurate with his/her prior experience and shall accumulate seniority.

It is understood that such leave shall not count toward longevity service credit.

Employees on personal leave of absence shall not be eligible for BOARD paid fringe benefits. Employees on unpaid leaves shall have the right to continue fringe benefits if they forward timely premium payments to the Employer.

- D. During an authorized leave of one calendar year or less, an employee's position may be moved (location move), but cannot be filled on a permanent basis. Upon return from an authorized leave of one calendar year or less, an employee shall return to his/her former position. If he/she return after one year, he/she will be placed in the least senior of the most comparable (in hours & benefits) position. He/she may also choose any position below that point on the seniority list or a voluntary layoff.

9.6.6 Workers' Compensation

- A. Any employee who is absent because of an injury, illness or disease compensable under the Michigan Workers' Compensation Act will follow these guidelines to receive payment while absent:
1. Once an employee is eligible to receive Worker's Compensation checks, the check will be mailed directly to the school district, instead of going to the employee. This is to satisfy the IRS requirements so that MIP contributions can be tax-deferred.
 2. The employee will then receive two checks from the district. One for the exact amount of the weekly Worker's Compensation check (there can be no taxes charged on Worker's compensation benefits and no MIP contributions taken out). The employee will receive a second check, as long as they have accumulated sick days, for the difference needed to equal the regular pay amount.

9.6.6 Workers' Compensation - contd

The MIP contribution will be taken out of the second check. Sick leave would be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment. If the employee uses up all their sick days, they will then be responsible for their own MIP contributions.

3. If the employee chooses not to use accumulated sick days while on Worker's Compensation, they must notify the district of their intent. If the employee does not use sick days, they will then be responsible for their own MIP contribution. Such time shall not receive longevity credit.
- B. Income protection under the Michigan Workers' Compensation Act will not commence until the employee is off duty for seven (7) consecutive calendar days. Up until that time, sick leave days will be deducted. If an employee is off for fourteen (14) consecutive days as the result of the alleged injury or sickness, all deducted sick leave days will be deducted at a proportional rate until such time as all of the employee's accumulated sick leave has been exhausted. The accumulated sick days shall be charged only for that portion in excess of the compensation payment.
 - C. Employees will lose no time or pay and will not be charged any sick leave for any required visits or return visits to the employer's medical clinic or employee's treating physician.

9.6.7 Family Medical Leave Act

- A. The BOARD will grant up to twelve (12) weeks of family and medical leave during any twelve (12) month period to eligible employees in accordance with the Family and Medical Leave Act (FMLA) of 1993. All requests for such leave will be made to the Director of Personnel. When the need is foreseeable, notice will be given thirty (30) days before the start of the FMLA leave. If it is not possible for the employee to give thirty (30) days notice, the employee will give as much notice as is practicable. Proper certification of the reason for the leave must be provided.
- B. An employee shall use all available leave time (i.e., sick leave, personal leave, and/or vacation leave) for all or part of the duration of the FMLA leave, with any balance of time being without pay. At the end of the FMLA leave, the employee will be returned to his/her position held prior to the leave. Failure to return to work following the FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle an employee to FMLA leave or (2) other circumstances beyond the employee's control, may require the employee to reimburse the district for its share of health insurance premiums paid on behalf of the employee during the FMLA leave without prior permission in writing from the district to extend the leave will be considered abandonment of the employee's job, resulting in the termination of employment.

9.7 EVALUATIONS

9.7.1 Evaluation Report

Special Education Paraprofessionals will be evaluated at least once every three (3) years. The evaluation will be done by administration with input from the assigned professional. Evaluations will be written only after an evaluations conference has been held between the evaluator and the bargaining unit member. Administration will attempt to write the evaluation within fifteen (15) days of this conference. The written evaluation will be given to the employee and he/she may choose to write an attachment of clarification. Evaluations must be completed by thirty (30) calendar days before the end of the school year.

If areas of serious concern are noted in the evaluation, a written plan of improvement will be written and shared with the employee. The employee will be given a reasonable time to correct these areas.

9.7.2 Discipline

Constructive criticism shall be utilized to attempt to correct the deficiency before disciplinary action is taken. No employee shall be disciplined, or discharged or deprived of any advantage without just cause. All disciplinary action shall be in private.

If a meeting or interview over an incident is called that could in any way lead to an employee being disciplined or terminated, or affect his/her personal working conditions, the employee has the right to Union representation. The employee will be told in advance the subject matter of the meeting.

Any discipline, discharge or advantage asserted by the BOARD or any agent or representative thereof shall be subject to the grievance procedure set forth.

9.7.3 Discharge or Suspension

- A. Reprimands - All reprimands, oral or written, shall be documented and distributed, one copy to the employee, one copy to the UNION, and one copy to the employee's personnel file.
- B. The UNION may consult with the administrator who wrote the reprimand and may attach to the file copy a written statement made by the employee.

9.7.4 Personnel File

- A. Each employee shall have the right upon request to review the contents of his/her own personnel file in regard to evaluation reports and anecdotal records except pre-employment evaluations. A representative of the UNION may accompany the employee in this review. Each employee will be notified upon the inclusion of any evaluation reports or anecdotal records in his/her own personnel file. The signing by the employee of any item placed in the file merely acknowledges receipt and does not mean they agree or approve of its content.

9.7.4 Personnel File - contd

B. When no reprimand has been added to an employee's file for a period of eighteen (18) months, any reprimand in the file will, upon the request of the employee, be destroyed.

9.8 COMPENSATION

9.8.1 Pay Scale

Increase to existing pay rates, distributed as follows and retroactive to the beginning of the 2006 school year.

2006-07: Semester 1; 1% Semester 2; 1% (actual payout 1.5%)
2007-08: Semester 1; 1.25% Semester 2; 1.5%

Step	06/07 1st Sem.	06/07 2nd Sem.	07/08 1st Sem.	07/08 2nd Sem.
0	\$12.53	\$12.66	\$12.82	\$13.01
I	\$12.92	\$13.05	\$13.21	\$13.41
II	\$13.51	\$13.65	\$13.82	\$14.02
III	\$14.05	\$14.19	\$14.37	\$14.58

Health Care Paraprofessionals will have \$1.50 per hour added to their pay scale.

9.8.2 Substitute Pay

A person on layoff, if they choose to substitute, will be paid the rate they were receiving at the time of layoff.

9.8.3 Longevity

A Special Education Paraprofessional who has served in the district for five (5) years will receive an additional \$.25 per hour to his/her base salary, said amount to be non-cumulative. The employee shall receive another \$.25 per hour increase at the completion of ten (10) years of service, said amount to be non-cumulative. Another \$.25 per hour will be added to the base salary at the completion of fifteen (15) years of service. Another \$.25 per hour will be added to the base salary at the completion of twenty (20) years of service, said amount to be non-cumulative.

9.8.4 Holiday Pay

All full time Special Education Paraprofessionals will be paid their regular daily rate, provided they report for work the last regularly scheduled work day before and the work day immediately following the holiday, for the following holidays: Labor Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, Christmas, New Year's Eve, New Year's, Good Friday, Easter Monday, Memorial Day. Martin Luther King Jr.'s Birthday will be recognized as a paid holiday at such time as no employee group is scheduled to work on that day.

9.8.4 Holiday Pay - contd

If the school year begins after Labor Day, those Paraprofessionals continuing employment from the previous school year will receive pay for the holiday, provided they report for work on their first scheduled day.

Part-time Special Education Paraprofessionals (less than 30 hours per week) will receive Christmas Day and Easter Day.

The employee will be paid for a holiday if he/she does not work the above days because of having properly called in sick, or is on vacation over the holiday, or when he/she is absent on granted holiday leave.

9.8.5 Payroll Records

A copy of all new employee's payroll record will be forwarded to the UNION prior to their first paycheck.

9.8.6 Increment Dates

All increments will be added at the completion of each year of service.

9.8.7 School Emergency Day

No one shall be charged for time lost on a School Emergency Day. All employees will be paid their regular day's wages for such days. If there is a need to make up a student day, there will be no additional compensation.

9.8.8 Mileage Allowance

When an employee is authorized to use his/her car on school business, reimbursement will be at the IRS rate, upon submission of a written request.

9.8.9 Damages - Personal Property

The BOARD shall reimburse any employee up to one hundred (\$100) dollars for the damage or destruction of clothing or personal property having a value of five (\$5) dollars or more. Such damage must occur within a school building or be directly related with the execution of the employee's assigned responsibilities. Such damage or destruction must not be occasioned by carelessness or negligence on the part of the employee. The BOARD shall not pay for damage or destruction of an employee's personal property if said property is reimbursable under the provisions of some policy of insurance other than that naming the school district as assured. Automobile claims will only be considered and honored upon submission of an official written rejection of a claim by the employee's insurance carrier.

An employee must file a claim for damaged or destroyed personal property in writing no later than the end of the work day such damage or destruction occurred. If the damage or destruction occurs after the employee's normal work day while they are working in the assigned stipend position, such reporting will occur at the beginning of the next work day. The written claims will include what

9.8.9 Damages - Personal Property - contd

was damaged, the amount of damage, how it was damaged, the location of the employee's activity at the time, names of parties involved, and any other pertinent facts which will help expedite the claim.

9.8.10 Excess and Compensatory Time

The BOARD agrees to pay time and one-half for any time in excess of eight (8) hours per day or forty (40) hours per scheduled week, except if provision for compensatory time is agreed to by the employee and the administration.

9.8.11 Conferences

When the district sends a Special Education Paraprofessional to a conference, and said conference is scheduled on a day or part of a day the Special Education Paraprofessional is not scheduled to work, he/she will be paid a full school day's pay or actual time spent at conference, whichever is greater.

9.8.12 Retirement Benefits

The BOARD shall pay to the Michigan Public School Employees Retirement Fund the percentage of gross wage of each employee for retirement purposes that is required by law.

9.8.13 In-service Training

Any Special Education Paraprofessional who completes any two (2) of the three (3) approved in-service training courses offered through MISD will receive an amount of \$400 by separate check for each course completed (up to 2 courses). The amount will be paid only once upon completion of a course, although individuals are encouraged to take additional courses. Approved courses are in the area of:

1. Basic in-service
2. Health care training
3. Community based instruction

Also, there will be up to two (2) days of in-service per school year to be mutually agreed upon. One of the days will be held prior to the students' first day of school. One or both of the dates may be cancelled by mutual agreement. The parties shall share responsibility for planning each of the in-service days.

9.8.14 Severance Pay

Upon retirement, death, or severance of employment, the school district shall pay the following amounts per year for each year of service credit up to 30 years of service provided the paraprofessional works for the district a period of time in which he/she accumulates a minimum of ten (10) service credit years as recorded by the Michigan Public School Employees Retirement System (MPERS). The amount will be \$110 for the 2003/2004 school year, \$110 for 2004/2005, and \$110 for the 2005/2006 school year.

Should the paraprofessional be employed by the district at the time of his/her death, his/her estate shall be eligible for such pay.

9.9 VACANCIES, REDUCTIONS, RECALLS & ASSIGNMENTS

9.9.1 VACANCIES

9.9.1.1 Posting Procedure

- A. Whenever a new position is created, whether temporary or permanent, or any vacancy in any Special Education Paraprofessional position in the district shall occur, the BOARD shall give written notice of such vacancy to the UNION, notifying those on lay off, and providing for appropriate posting in every school building during the school year. No vacancy shall be filled, except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least seven (7) calendar days, three (3) working days for members.

The posting will indicate the rate of pay and job duties.

Upon the closing date of the posting, a copy of the bid sign-up sheet will be sent to the Union President the following day. The Board will attempt to fill the position within seven (7) calendar days of the close of the posting.

When no bargaining unit member has applied for an open position, the district shall form a hiring committee in order to evaluate candidates for each open position. The UNION and the BOARD shall mutually agree to the appointment of one current employed Special Education Paraprofessional to this committee.

- B. In the period between school closing in June and reopening in August, the BOARD shall publicize vacancies by: 1) posting as above in all buildings in which Special Education Paraprofessionals are working, 2) giving written notice to the UNION and 3) mailing an announcement to every Special Education Paraprofessional not then employed who has, before leaving employment in June, filed with the Personnel Office written notice of his/her interest in receiving announcements together with an address to which the announcements should be mailed. All postings will also be mailed to any employee on the layoff list. No vacancy shall be filled during this time except in case of emergency on a temporary basis, until such vacancy shall have been posted for at least fifteen (15) calendar days.
- C. A vacancy created by a person on leave of absence shall be posted as soon as it becomes clear that the leave of absence shall exceed forty-five (45) work days. Such vacancy will then be posted as a temporary vacancy for up to one calendar year.

The temporary vacancy will be re-posted as a permanent vacancy at the end of one (1) year.

9.9.1 VACANCIES - Contd

9.9.1.2 Application for Vacancy

- A. Any employee may apply for such vacancy. In filling such vacancy, the BOARD agrees to hire on the basis of seniority (length of service in the district) and qualifications.

An employee (not on lay-off) may change positions no more than once in a school year, unless the position change entails an increase in pay or benefits.

- B. In the event an employee applies for a vacancy and is not given the assignment, the BOARD agrees to provide the employee, upon request, the reason or reasons for such refusal in writing. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.
- C. In the event that a member of the Union applies for a posted temporary position, he/she will return to his/her former assignment at the end of the temporary position.

9.9.2 REDUCTIONS IN WORK FORCE

9.9.2.1 Positions

- A. **Reductions - Layoff**
Whenever it becomes necessary to eliminate or reduce one or more positions within the Special Education Paraprofessional unit, then there shall be a meeting of the Special Education Paraprofessionals to slot them into an assignment to a professional. Starting from the top of the list, each Special Education Paraprofessional will be slotted into his/her assignment if it still exists. The Special Education Paraprofessional whose assignment is eliminated shall then select from any assignment not already slotted. Any employee who is bumped into a different position shall later have the right of reverting to his/her former position if it becomes available. This right to revert does not apply once the opportunity to revert is not accepted.
- B. **Disagreement**
Any disagreement regarding reduction of work hours for a position, whether permanent or temporary, will be subject to grievance.
- C. **Slotting Procedure**
When positions are being reduced resulting in employee layoffs, a slotting meeting will be held involving any employees who have the potential to be affected by such reductions. However, if positions are being changed and/or switched, the representatives from the BOARD will sit down with the Union Executive Board and determine a procedure for accomplishing this.

If this cannot be worked out among the representatives, then a slotting meeting will be scheduled.

9.9.2.2 Voluntary Layoff

An employee may volunteer for layoff provided that the following are understood as condition of the layoff:

- A. The duration of the layoff could be any period of time from a week to a year.
- B. The employee on voluntary layoff may exercise qualifications and seniority to bid on any posted position.
- C. The employee on voluntary layoff may choose not to accept a recall as long as there are other laid off employees qualified for recall. If there are none, or none accept, then the employee on voluntary layoff must accept the recall or resign.

However, if the position available is not comparable in hours and benefits, the employee may continue the layoff for up to one (1) calendar year (regardless of time in the bargaining unit prior to layoff).

- D. In the event that the voluntary layoff lasts all year, then the employee shall be reassigned to his/her former position. If that assignment no longer exists, then he/she shall exercise seniority to select an assignment. The employee will receive a letter at the time of layoff from the Personnel Office stating the date by which he/she must choose an assignment or resign.

9.9.2.3 Substitute When Laid-Off

The BOARD shall assign and utilize laid-off employees as substitutes.

9.9.3 Recall

- A. Whenever a position is created or vacated, the posting process will be satisfied. The resulting vacancy will be offered to those Special Education Paraprofessionals on layoff in seniority order. Such offer shall be by certified mail, return receipt requested, to the address of record.

No response within five (5) work days of receipt of the offer shall be considered a quit. However, where there is an offer of a position of less than full time or less hours than previously worked, the Special Education Paraprofessional may refuse recall without loss of future recall rights.

- B. Failure to respond within the above named period shall terminate the employee's seniority rights, except an employee on layoff who is sick or otherwise incapacitated shall notify the BOARD of his/her intent to return as soon as possible. And from the date of such notification, such employee shall be deemed to be on unpaid sick leave. A substitute position of this nature shall be offered by seniority to any remaining employees who are on layoff.
- C. However, an employee shall remain on the layoff list and subject to recall for as long as the period of time as such employee has been employed by the district prior to layoff or a maximum of two (2) years, whichever is less. Seniority shall accrue for up to one (1) year and then be frozen.

9.9.4 Job Sharing

The BOARD and the UNION agree that the sharing of assignments will be done under the conditions listed below. These bargaining unit members agree to these conditions by their signatures.

- A. Two employees agreeing to share a position will submit a written request for job sharing to the Personnel Director. A job may be shared by semesters or by days, and is a full year commitment by the employees involved. A job share will begin at the start of the school year or at the beginning of a semester.
- B. The two employees, the supervisor involved, the Personnel Director and the UNION recognize the importance of compatibility in a successful partnership.
- C. Prior to approval, the supervisor and the employees will have worked out the arrangements for division of duties and other responsibilities.
- D. Hourly rate will be at the appropriate step for each employee as listed in the Agreement.
- E. The BOARD will pay no more than the cost of one (1) benefit plan for one assignment. The employees may divide the benefit package in a mutually agreeable fashion.
- F. The sharing employees understand that the Michigan Teacher Retirement Board grants partial-year credit for less than full-time work.
- G. Each of the sharing employees shall be granted full district seniority credit during this assignment.
- H. Job sharers may substitute at their regular rate of pay to cover each other's days of absence.

9.9.5 Assignment

By June 1, the BOARD will notify each employee of their work assignment for the next school year. Upon notification to the employees, no changes will be made in the assignment unless for reasons of economic necessity, insufficient enrollment or funding changes in a program which requires staffing adjustments.

After assignment to a position and satisfactory performance therein, an employee shall expect to remain in such assignment unless moved under the provisions of this contract.

If changes in assignment or involuntary transfer of an employee are to occur, they can only be made for just cause and the following procedure will be used.

- 1. Volunteers will be requested and considered by seniority.
- 2. The least senior employee with comparable hours and benefits will be considered.

9.9.6 Voluntary Transfer

Any two (2) Special Education Paraprofessionals, with the approval of the Special Services Director, have the right to voluntarily transfer to each other's position if they both agree.

9.10 HOURS OF WORK

9.10.1 Hours Per Day

The hours of a normal work day shall be established by the Superintendent and shall not exceed eight (8) hours per day for any assignment. A list of positions and corresponding hours for the next school year will be prepared by the second week in June. The list will be based upon information as of the end of the school year and may be subject to change before the new year begins.

9.10.2 Lunch Hours

Lunch time for Special Education Paraprofessionals shall be consistent with their assigned building's schedule and must allow for efficiency of operation for the respective program.

9.10.3 Breaks

Special Education Paraprofessionals working a full day are entitled to two (2) fifteen (15) minute breaks, timing to be arranged with the professional with whom they work. Special Education Paraprofessionals working more than two (2) hours will arrange with their professional for a fifteen (15) minute break or breaks and an unpaid lunch period as the timing and duties indicate. Special Education Paraprofessionals working two (2) hours or less will not have scheduled breaks or lunch periods.

9.11 RESIGNATION

9.11.1 Resignation

Any employee desiring to resign shall file a written resignation with the Superintendent at least ten (10) days prior to the effective day.

9.12 DURATION OF AGREEMENT

This agreement shall be in full force and effect from July 1, 2006 to and including June 30, 2009. The parties shall reopen the agreement for negotiations on wages and benefits for 2008-09.

For
Special Education Paraprofessionals
MFT & SRP/AFT Local 4706

For
Warren Woods Public Schools
Board of Education

By *Ginger Christofus-Roehr*
Ginger Christofus-Roehr
President

By *Jere Green*
Jere Green
President

By *Elizabeth Smith Lenhard*
Elizabeth Smith Lenhard
Vice President

Date *August 23, 2007*

Date *August 23, 2007*

MEMO OF UNDERSTANDING #1
MFT & SRP / AFT Local 4706

COMMUNITY BASED INSTRUCTION PARAPROFESSIONAL

A Community Based Instruction (CBI) Paraprofessional shall supplement and reinforce curriculum (pre-vocational skills) delivered in community environments.

SUPERVISION: The program will be under the supervision and meaningful direction of a professional staff person. A professional will provide full coverage on site during the first two weeks a minimum of 2-3 days each week. Coverage will be reduced gradually by the seventh week to 1 hour, 1-2 days per week. Regular meetings will be held with participating staff to evaluate program.

HEALTH CONCERNS: A written emergency plan will be available at each site. A mini-in-service will be held at the beginning of each year with the supervising professional, school nurse and paraprofessionals to share necessary information regarding students attending CBI. This information will also be on site.

LIABILITY: Letters regarding liability will be sent to community sites and to the UNION.

TASKS: A written plan will be developed by the professional. Paras will assist students in learning tasks, not complete them. Input from paras will be considered regarding tasks and student ability.

OTHER: There will be a maximum ratio of one paraprofessional to 4 students. Paras will go to community sites with at least one other adult who is assigned to that CBI site. A CBI para will not be required to ride in a school bus when seat belts are not available to her.

**MEMO OF UNDERSTANDING #2
MFT & SRP / AFT Local 4706**

HEALTH CARE PARAPROFESSIONAL

A Health Care (HC) or substitute Health Care (Sub-HC) Paraprofessional may perform the student-specific procedures identified in the nurse's file on each student (health care clipboard), which are necessary to enable a student to attend school. The HC/Sub-HC Para shall be supervised by a Registered Nurse who is legally responsible for providing appropriate medical services to students. The Registered Nurse decides which procedures may be delegated (and to whom), prepares a health plan, and then provides appropriate training. The HC/Sub HC Para also dispenses medication at the direction of the Registered Nurse with another staff person witnessing dispensation.

Active Sub-Health Care subs will be considered by health-care seniority for any health care vacancy before the general membership.

Health-care subs may bid on any classroom aide position or CBI position, but if position is obtained, then they will give up being an active health-care sub.

DEFINITIONS:

SUPERVISION: HC/Sub HC Paras shall be directly supervised by a School Registered Nurse who is continuously available in person or by cellular phone. Phones shall be readily accessible to HC/Sub HC Paras.

DELEGATION: HC/Sub HC Paras shall perform medical procedures only when procedures are delegated by a Registered Nurse who will supervise the paras.

TRAINING: Pre-service and in-service training shall be provided to HC/Sub HC Paras. It shall be on-going, periodic, and updated as changes occur. The training will be hands-on, specific to each child, and supervised by a Registered Nurse. Once the procedure has been mastered and the HC/Sub HC Para feels confident, the Registered Nurse shall sign a proficiency check-off list. The UNION shall receive a copy of such lists. Training shall be provided by the district, including time involved in training as time on the clock.

HEALTH PLAN: A specialized Health Care Procedure for each student shall be prepared by the school Registered Nurse. It shall be approved and signed by the Student's parent and physician. It shall include situations to be reported to the RN as well as what constitutes an emergency. The signed procedure shall be accessible to the POHI staff.

NOTICE OF INDEMNIFICATION & LIABILITY INSURANCE: Information shall be provided each HS/Sub-HC Para at the beginning of every school year identifying supervising RN and health care procedures to be formed. The BOARD will provide liability insurance that shall specifically cover personal liability for the HC/Sub HC Paras providing such services.

DISTRIBUTION OF MEDICATION

A procedure for Distribution of Medication shall be in place. The School Registered Nurse, as the designated school staff person in charge of distribution of medication, may direct HC/Sub HC Paras to do so when all necessary paperwork is signed and approved. The HC/Sub HC Para will dispense medication upon verification and signature of a staff person. When students require medication in unusual circumstances, such as on a field trip, the HC/Sub HC Para will witness delivery of medication to the Professional in charge for dispensation by the Professional.

OTHER:

Emergency procedures are the responsibility of all staff.

HC/Sub HC Paras shall work in pairs when directed by the RN.

HC/Sub HC Paras will not be responsible for visiting student's needs.

HC/Sub HC Paras may document information, but do not evaluate changes, etc.

Procedures performed as of October 1, 2006 include, but are not limited to:

- Catheterization – intermittent, indwelling mitroffonoff
- Gastrostomy Tube Feeding
- Aerosol Breathing Treatment
- Colostomy Care
- Dispensing of Medication
- Tracheotomy care and suctioning
- Oral suctioning
- Lancing and bandaging blisters
- Blood glucose monitoring
- Gastrostomy tube feeding and care

WARREN WOODS SPECIAL EDUCATION HEALTH CARE PROCEDURES

1. EMERGENCY (Life-Threatening)

Never leave a student unattended

- a. Call 911 !!! - and then alert:
 - (1) Provider teacher - who will contact
 - (a) building administrator/office (identify nature of emergency and location in order to direct EMS to the student)
 - (b) parent
- b. Provider teacher or designee immediately completes incident report with in-put from all involved staff*
- c. Person familiar with student will accompany student to hospital for information and support

2. NON-EMERGENCY - (problem or concern with specific health care procedure):

- a. Contact the provider teacher (if provider teacher is not available contact the OT or PT assigned to the student or contact (nurse) via cellular phone #_____.
- b. Provider teacher or designee contacts parent (if appropriate)
- c. Provider teacher or designee immediately completes incident report with in-put from all involved staff*

3. *BUILDING INCIDENT REPORT MUST BE FILLED OUT BEFORE THE END OF THE SCHOOL DAY AND DISTRIBUTED AS FOLLOWS:

- a. 1 copy to the Main office
- b. 1 copy to the Special Education office
- c. 1 copy to each of student's records
- d. 1 copy to provider teacher
- e. 1 copy to Occupational Therapy
- f. 1 copy to Physical Therapy

Letter of Understanding #2
Between
MFT/SRP Local #4706
And
Warren Woods School District

The parties agree to work collaboratively to review and assess the impact of the Elementary and Secondary Education Act (No Child Left Behind) on the provisions of the collective bargaining agreement. It is further understood that the parties will meet to review those interpretations that impact directly or indirectly upon the terms and conditions of employment of any bargaining unit member.

Board Representative

MFT/SRP Local #4706

M. Grace Stafford
Assistant Superintendent

Ginger Christofus-Roehr
President

Date

Date