

Agreement
Between
Carrollton Board of
Education
And
Carrollton Association
Of
Paraprofessionals
MEA/NEA
2006-2009

73030
06 30 2009
CESPA MEA
P

TABLE OF CONTENTS

		PAGE
ARTICLE I	RECOGNITION	1
ARTICLE II	RIGHTS OF THE ASSOCIATION	1
ARTICLE III	EMPLOYEE RIGHTS	2
ARTICLE IV	EMPLOYEE DISCIPLINE	3
ARTICLE V	LAYOFF AND RECALL	4
ARTICLE VI	MEMBERSHIP DUES	6
ARTICLE VII	BOARD RIGHTS	8
ARTICLE VIII	HOURS OF WORK	9
ARTICLE IX	VACANCIES AND TRANSFERS	10
ARTICLE X	SENIORITY	12
ARTICLE XI	RESIGNATION	13
ARTICLE XII	SICK LEAVE/SICK BANK	13
ARTICLE XIII	PAID HOLIDAYS	15
ARTICLE XIV	ACT OF GOD DAYS	16
ARTICLE XV	HEALTH INSURANCE	16
ARTICLE XVI	VACATIONS	17
ARTICLE XVII	WAGES	17
ARTICLE XVIII	GRIEVANCES	18
ARTICLE XIX	MISCELLANEOUS PROVISIONS	20
ARTICLE XX	EXPIRATION OF CONTRACT	21
APPENDIX "A"	MEMORANDUM OF UNDERSTANDING	23

This Agreement is made this 1st day of July 2007 by and between the Carrollton Public Schools (hereinafter called the "Employer") and the Carrollton Educational Support Personnel Association, MEA/NEA (hereinafter called the "Association").

ARTICLE I – RECOGNITION

A. Scope

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for the term of this Agreement, of the following described employees of the Employer.

All full time and regularly scheduled part-time paraprofessional employee personnel, excluding day-to-day substitutes, administrators, supervisors and all other employees.

B. Definitions

1. The term "employee" when used hereafter in this Agreement shall refer only to members of the bargaining unit.
2. For hourly employees, the term "full time employee" shall mean an employee who is regularly scheduled to work at least thirty (30) hours a week.
3. For hourly employees, the term "regular part-time employee" shall mean an employee who is regularly scheduled to work less than fifteen (15) hours a week.
4. The term "substitute" shall mean a non-bargaining unit member who worked in the place of an absent employee during the absent employee's regularly scheduled hours and assignment except, bargaining unit members may substitute for each other without having to leave the bargaining unit.
5. The term "temporary" shall mean a non-bargaining unit employee who is assigned to cover a regular or temporary work schedule not assigned a regular employee, not to exceed five (5) months.

ARTICLE II – RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission.

- B. The term "discipline" as used in this Agreement includes warnings, reprimands, and suspensions with or without pay or discharges. A bargaining unit member, who has acquired seniority, may not be disciplined without just cause.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than five (5) working days of when discipline is imposed.

- C. The Association may use the District's interschool mail service and mailboxes, as in the past, for communication to its members, provided distribution of the Association mail does not require the Board of Education to expend additional money or allocate additional personnel time to perform such service. The Association may use the internal document delivery service of the Employer, without U.S. postage, and bargaining unit mail receptacles shall be provided in each building.
- D. It is understood that the members of the bargaining unit set forth in the foregoing recognition clause have the responsibility for performing duties normally associated with those positions. However, since providing the students in the Carrollton School District with the best possible education available is the goal and function of all employees, volunteers, parents and members of the community. No one group of employees may claim the exclusive responsibility for any function.
- E. The Association shall have the exclusive right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each building or facility to which bargaining unit members may be assigned.

All notices must be signed by a representative of the C.E.S.P.A. and a copy will be furnished to the building principal. These notices may not contain any personal attacks on any member of the Board, administration or other employees or students.

ARTICLE III – EMPLOYEE RIGHTS

- A. The Employer and the Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, gender, marital status, physical characteristics or handicap.
- B. The term "discipline" as used in this Agreement includes warnings, reprimands, and suspensions with or without pay or discharges without just cause.

The specific grounds for disciplinary action will be presented in writing to the bargaining unit member no later than five (5) days of when discipline is imposed.

- C. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present.
- D. There shall be no reprisal of any kind by administrative personnel taken against any party of interest or an Association representative by reason of participation in any procedures of this contract.
- E. A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial employment and to have a representative of the Association accompany him/her in any such review. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question.
- F. Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury.
- G. The Board will establish a fund, not to exceed a total of six hundred dollars (\$600) in any school year, for loss or damage or destruction while on duty in the school of personal property of a kind normally worn or brought into the school building, when the employee has in no way been negligent, to the extent that such loss is not covered by any insurance. The term "personal property" shall not include cash in any form. The term's "loss," "damage" and "destruction" shall not cover the effects of wear, tear and/or use. Employees who bring personal property into school for classroom use will be reimbursed for damages or loss or destruction only if permission is received in writing from the principal to bring such property into school. The amount of liability accepted by the school must also be indicated in writing, not to exceed the amount mentioned above.
- H. The Board shall pay for any physical examinations or TB tests which are required as a condition of employment.

ARTICLE IV – EMPLOYEE DISCIPLINE – PARAPROFESSIONALS

- A. When it is necessary to apply corrective discipline due to employee behavior which is in violation of the collective bargaining agreement or board policy or other

established posted work rules the following procedures shall apply: when a member of the bargaining unit has violated a work rule or his/her behavior negatively impacts the organization it shall be the responsibility of the parties to adhere to the following corrective discipline process:

First Step – The employee and his/her principal/director will verbally discuss the matter and it shall be determined if the matter can be resolved at this step with the supervisor.

Second Step – This meeting shall involve the principal/director and the employee. A review of the situation that occurred will be performed. This step may result in a written reprimand. Such reprimand will outline the activity that occurred and the reason for the reprimand. Said reprimand will be placed in the employee's personnel file.

Third Step – The Board or it's designee (principal/director) may suspend with pay or without pay for up to 3 days and issue a written reprimand depending on the nature of the offense.

Fourth Step – Chronic disciplinary issues that require this step could lead to expanded disciplinary measures up to and including discharge.

The parties agree that no discipline should be imposed until all facts pertaining to the matter have been established and examined. The employee shall be allowed to present witnesses and information pertaining to the particular situation being addressed through the corrective discipline procedures. No discipline shall be implemented in an arbitrary and capricious manner. The employer agrees to apply all corrective discipline in a consistent and fair manner. The Employee shall be allowed to have representation present when discipline is being imposed.

It is recognized that there is great diversity in the kinds of duties that Paraprofessionals perform. The diverse duties may require work related rules that are germane to the functions being performed.

In order to strive for consistency in the application of work rules the principal/director will meet with paraprofessionals to discuss uniform work rules that are consistent and fair in order to facilitate instructional improvement. The parties agree that as much as possible a clear definition will be pursued by the parties at the beginning of each school year to clearly articulate consistent and appropriate work rules.

The parties also mutually agree that certain actions may necessitate immediate removal from the work place because of the severity of the offense. If this occurs the Board will notify the Union as soon as possible as to the action taken and the reason for such action.

ARTICLE V – LAYOFF AND RECALL

- A. In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit members, then the least senior bargaining unit members provided those employees being retained are qualified to perform the available work. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume the position of the least senior employee in their own classification provided he/she is qualified to perform the job. If there is no one less senior in their classification, the affected employee may replace the least senior employee in any other classification provided they meet the necessary qualifications for that position.
- B. In the event of layoff, the Employer and Union may mutually agree to allow individual bargaining unit members to waive their seniority rights for the purpose of layoff. With the approval of the Employer and the Union, bargaining unit members may, without prejudice to seniority and other rights under the Agreement, waive their seniority in the instance of the Employer instituting a layoff during the period of this Agreement. Such waiver, if authorized by the bargaining unit member, shall not be construed to be a waiver of seniority or any other right under the contract including the bargaining unit member's right to be recalled from such layoff. An employee who voluntarily accepts layoff out of line in seniority may not bump back into the bargaining unit until they are recalled under the normal recall process.
- C. In the event of a reduction in the daily work hours of one (1) hour or more in a classification, a bargaining unit member may use his/her seniority to regain his/her lost hours by displacing the least senior employee in that classification who has a work schedule equal to the more senior employee's schedule prior to the reduction, subject to the qualifications listed below in paragraph E.
- D. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position in the classification from which they were laid off or to any position in a classification from which the employee had previously held seniority or to any position for which the employee is qualified. Preference to more senior members will be given when making assignments.
- E. Qualifications for the purpose of the Contract shall be as defined by the requirements outlined in Article IX, paragraph F.
- F. Notice of recall shall be sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to

his/her current mailing address. A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday and holidays to report to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the five (5) day period. Bargaining unit members recalled to full time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall accrue seniority during the period of such layoff.

- G. The CESP/MEA shall be given a copy of the layoff list. If there is a disagreement concerning the layoff list, the CESP/MEA shall have the right to meet with the representatives of the Board to attempt to resolve the disagreement.
- H. Employees shall be given notice within thirty (30) days of when the Board of Education takes action.

ARTICLE VI – MEMBERSHIP DUES, FINANCIAL RESPONSIBILITY FEES AND PAYROLL DEDUCTION

- A. Pursuant to this Article, the Employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the Employer of the appropriate deduction for each bargaining unit member for each paycheck.

Amounts deducted as provided above shall be transmitted within fourteen (14) calendar days of the respective payroll run date to the Association along with a list of the names, respective amounts deducted for each Bargaining Unit Member and, if the dues, assessment, contribution and/or service fee was determined by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.

Within seven (7) calendar days of hire, the Employer shall inform the Association of the name and job title of each newly hired Bargaining Unit Member. The Employer shall give each new hire the Association's assessments, contributions and/or service fee deduction.

- B. Each bargaining unit member shall, as a condition of employment, on or before thirty (30) days from the date of completion of probation or the effective date of this Agreement, whichever is later, join the Association or pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Association, deduct the service

fee from the bargaining unit member's wages and remit same to the Association under the procedure provided below. Such monies shall be remitted to the Association or its designee no less than once per month.

- C. The procedure in all cases of non-payment of the service fee shall be as follows:
- a. The Association shall notify the bargaining unit member of non-compliance by certified mail, return receipt requested with a copy to the Board. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected.
 - b. If the bargaining unit member fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to paragraph B above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the bargaining unit member with an opportunity for a due process hearing limited to the question of whether or not the member has remitted the service fee to the Association or authorized payroll deduction for same.
 - d. Payroll deductions made pursuant to the procedure outlined above shall be made in equal amounts as nearly as may be from the paychecks of the bargaining unit member so affected.
- D. Any dispute, claim or complaint by such objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
- E. The Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid-school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.
- F. The following members of the bargaining unit shall be exempt from compliance with sections A and B or the Article:
1. Those people who are members in good standing of a religious order that has a bona-fide tenet of its faith, a prohibition against membership in a labor organization and payment of a service fee to a labor organization (as described in sections A and B in this Article). To claim exemption under

this subsection, a person shall be required to provide verification from a minister of his/her church that he/she is a member in good standing of the church and that the church prohibits compliance with section A and B of this Article.

- G. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Association further agrees to indemnify the Board for any damages and costs or claims of any type which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
 2. The Association, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense, which may be assessed against the Board by any court or other tribunal.
 3. The Association has the right to choose the legal counsel to defend any such suit or action. However, the Board may appoint counsel of its own choosing at its own expense.
- H. If provisions of this Article are determined to be unlawful, the Board's obligation to make involuntary dues deductions shall cease.
- I. Upon appropriate written authorization from the member, the Board shall deduct from the salary of any member and make appropriate remittance for annuities or credit union, where five (5) or more employees request deductions, savings bonds, United Way or any other plans or programs jointly approved by the Association and the Board.

ARTICLE VII – BOARD RIGHTS

Except to the extent expressly abridged by a specific provision of this Agreement, the Board reserves and retains, solely and exclusively, all of its common law rights to manage the school system, as such rights existed prior to the execution of this or any other previous agreement with the Union or any other union. The sole and exclusive rights of management which are not abridged by this Agreement, shall include but are not limited to its rights to determine the existence or non-existence of facts which are the basis of a management decision; to determine work hours and methods; to establish or continue policies, practices and procedures for the conduct of the school and, from time to time, to change or abolish such policies, practices or procedures; the right to determine and, from time to time, re-determine the number, location, relocation and types of its operations, and the methods, processes and materials to be employed; to discontinue operations or to discontinue their performance by employees of the District; to determine the number of hours per day or per week operations shall be carried on; to select and to determine the number and types of employees required; to assign work to such

employees in accordance with the requirements determined by management; to establish and change work schedules and assignments; to transfer, promote or demote employees, or to lay off, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons, to determine the facts of lack of work, to make and enforce reasonable rules for the maintenance of discipline, to suspend, discharge, or otherwise discipline employees for cause and otherwise to take such measures as management may determine to be necessary for the orderly and efficient operation of the District.

ARTICLE VIII – HOURS OF WORK

- A. Hours of work per day and days of work per year shall be determined by the Employer.
- B. Lunch periods shall be at least thirty (30) minutes, duty free and uninterrupted.
- C. The administration, after consultation with the union's in-service committee, shall determine the necessary and appropriateness of paraprofessional in-service.

It is recognized by the parties that continuing educational and professional development are directly related to student achievement. Released time will be granted upon approval of the Superintendent for members of the bargaining unit to attend and participate in seminars, workshops, and other activities. Professional development must provide relevant and meaningful educational opportunities in order that paraprofessional personnel will be able to enhance their professional proficiency. Said events should be directly related to student achievement and/or best practices. Bargaining Unit Members are urged to keep abreast of professional development opportunities that are likely to enhance their skills.

- D. Paraprofessionals may take a ten (10) minute break for each half shift of three (3) hours or more, to be taken at a time mutually agreed upon between the Employer and employee.
- E. Time and one-half shall be paid for all hours worked in excess of eight (8) hours in one day or forty (40) hours in one week.
- F. For all time worked beyond an employee's normal workday, the employee shall have the option of receiving compensatory time in lieu of wages. Compensatory time shall be provided during the pay period in which it occurs or the pay period following the pay period in which it occurs or in some other mutually agreeable fashion determined during the pay period in which the compensatory time occurred. Compensatory time for overtime as defined in paragraph E shall be at the rate of time and one-half.
- G. Paraprofessionals will be allowed to attend the equivalent of four (4) half days of in-service and/or conferences as part of the regular work day. A committee will be formed along with administration to determine the topics for the in-service.

Administration shall be responsible for calling the committee meetings, the first meeting of the year shall be held in September. The committee shall develop and recommend appropriate topics for elementary, middle school, and high school paraprofessionals. If the committee does not recommend specific in-service topics, administration shall provide in-service appropriate to the paraprofessionals area. Pre-school paraprofessionals will be given alternative opportunity for in-service after duty hours at their hourly rate. Special education paraprofessionals shall have in-service coordinated by the special education department.

- H. Extra hours in the day care program beyond the normal schedule shall be offered to employees in the day care program and equalized among the day care employees for when the hours are not overtime. In the event no employees accept the offer of the extra hours, the Employer may order the person(s) to work the extra hour(s) for when the extra hours are not overtime, in the reverse order of seniority.
- I. The Board of Education will consult with the Association prior to implementation of a split shift schedule.
- J. The Parking Lot Supervision at the elementary and middle school will be posted and filled through the normal vacancy process prior to anyone being involuntarily assigned that duty.

ARTICLE IX – VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as a newly created position or an existing position the Board intends to fill. No employee hired prior to July 1, 1995, shall be tested as a requirement for transfer to a vacancy.
- B. Vacancies shall be posted in a conspicuous place in each building where unit members work, for a period of at least five (5) workdays. The posting shall include location of work; expected starting date; rate of pay; expected hours and classification.
- C. Vacancies shall be filled on the basis of qualifications, experience and seniority. Qualifications are as defined in Article VIII, paragraph F. If no bargaining unit member applies for a vacancy or if no applicant is qualified, the vacancy may be filled from outside the bargaining unit.
- D. It is agreed that student transfers can cause staffing problems until such time as funding approvals are given to hire additional staff. It is agreed that in such instances the District shall staff new positions, which are of unknown duration as temporary positions. Said positions shall be subject to the following:
 - 1. Temporary positions shall be paid at the probationary rate.

2. When it is determined that the position is to become permanent, it shall be posted in accordance with Article VIII.
3. No employee shall serve less than the required three (3) month probationary period as set forth in Article IX – Seniority, paragraph A, except that a temporary employee hired after July 1, 2001 assigned to a bargaining unit position will be credited with seniority from the date they start the probationary period provided.
 - a. They successfully complete the probationary period after being assigned to the regular position and,
 - b. The regular position assigned to is the same as the temporary position and,
 - c. Employment is continuous and the employee is assigned to the temporary position for at least thirty (30) calendar days without a break prior to being regularly assigned to the position.

No retroactive salary adjustment or benefits are required due to crediting of seniority for any period of temporary employment.

4. Temporary positions shall not last more than five (5) months prior to posting.
- E. Trial Period – In the event of a transfer or promotion to a new classification, the trial period shall be up to fifteen (15) working days. The trial period is not a training period, but is for the purpose of giving the employee an opportunity to show his/her ability to perform the new job. During the Trial Period the Employer shall have the right to retransfer the employee if he/she does not have the ability to perform the job and the employee shall have the right to revert to his/her former classification.
- F. 1. Employees hired prior to July 1, 1995, will not be required to pass a test to retain their position or transfer to another position within their grouping as set forth in this Article, paragraph F6. All employees shall be required to meet State and Federal requirements to hold a position.
2. For the purpose of vacancy, transfer, layoff and recall any employee seeking another position in the unit will be required to pass the School District's test unless:
 - a. The position is in their grouping as set forth below in paragraph 6 or
 - b. Have previously passed the District's test for the positions existing at the time of the test.
 3. Any employee who passes the School District's test has met the testing

requirements for the existing positions in the unit at that time.

4. The School District's test results shall be held in confidence.
5. Test scores shall not be used to rank employees as being more qualified than other employees.

Groupings shall be defined as follows:

- a. Day Care/Preschool/Kindergarten Aides shall be qualified in those positions and as Instructional Aides, Post Secondary Aides, Special Education Instructional Aides, Special Education Health and Safety Aides and Lunch and Recess Aides.
- b. Instructional Aides, Post Secondary Aides, Special Education Instructional Aides and Special Education Health and Safety Aides are all deemed to be qualified for any position within those job titles and lunch/recess.
- c. Library Aides are qualified in all Library positions and also qualified for positions as Aides in all job titles.
- d. Computer Lab Aides are qualified for other Computer Lab positions and positions as Lunch/Recess Aides.
- e. Bilingual Aides are qualified in other bilingual positions speaking the same language and as Lunch/Recess Aides.
- f. Lunch/Recess Aides must pass the School District's test to move to any other position other than Lunch/Recess.

G. Employees may request to take the CTBS test, and it shall be offered within thirty (30) days of the request. However, no employee may request to take the test more often than within thirty (30) days of having taken the test, except that the test shall be offered to all employees whenever a vacancy is posted. However, no employee may take the CTBS test more than four (4) times per school year regardless if a vacancy exists.

ARTICLE X -- SENIORITY

- A. All new employees shall serve a probationary period of three (3) months during which school is scheduled (Example: If an employee begins work on September 15th, he/she would become a seniority employee on December 15th of that year). School recess periods during the school year shall count as part of the probationary period, summer vacation shall not be counted except for year round employees. Probationary employees are not covered by the terms of this contract other than wages. In the event that more than one individual bargaining unit member has the same seniority date, position on the seniority list shall be determined by drawing lots.

- B. Seniority shall be tabulated as of the first day of continuous employment as a paraprofessional after completion of the probationary period. All paraprofessionals hired prior to this contract shall maintain their original employment date for seniority accumulations.
- C. The District will maintain an up to date seniority list showing the unit seniority of each employee. A copy of the seniority list shall be given to the Association and a copy posted on appropriate bulletin boards in each building. Names on the seniority list shall reflect the most senior employee as number one, then listing chronologically the remainder of the employees down to the least senior employee at the bottom of the list. By November 1st of each year, the Union shall notify the Employer of any objections to the seniority list. Thereafter, the list shall be final and conclusive for the remainder of that school year for those people of the list at that time.
- D. Seniority shall be lost upon termination, resignation, retirement or failure to return following expiration of a leave.

ARTICLE XI – RESIGNATION

- A. Any paraprofessional desiring to resign shall file a letter of resignation with his/her immediate supervisor at least ten (10) working days prior to the effective date.
- B. Any paraprofessional who discontinues his/her services without said letter of resignation shall be automatically dismissed.

ARTICLE XII – SICK LEAVE/SICK BANK

- A. Personal Leave – Leaves of absence without pay may be granted by the Board for good cause for a period of thirty (30) days during which the employee shall continue to accumulate seniority. Upon request by the employee, these leaves may be renewed or extended by mutual agreement of the Board and the Association. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer).
- B. Sickness – Unpaid leaves of absence for sickness or injury of an employee will be granted upon receipt of notice from the doctor by the Board and may be for indefinite duration, not to exceed more than one (1) year. However, most leaves will be for a fixed period with the obligation on the employee to report any change of condition or request a continuation. Seniority shall not accumulate during such leaves.

Employees requesting such leaves or continuation of same within the reasonable limits may be required to present a supporting certificate of a physician. An employee returning from such leave may be required to present a doctor's written release.

- C. Paid Sick Leave – One (1) day per month credited to the employee’s sick bank at the beginning of every month, up to a maximum accumulation of seventy (70) days. For school year employees the first month credited will be September and the last month credited will be June. For year around employees, the last month credited will be August. One (1) day equates to an employee’s regularly scheduled workday. Employees absent for 4 consecutive days or more may be required to secure a statement from a physician or other license practitioner stating that they were under said practitioner’s care.
- D. An employee who leaves the employment of the school district, except on leave of absence, shall forfeit all unused sick leave hours. Hours so forfeited shall not be restored if the employee shall later re-enter the employment of the school district.
- E. Employees may request three (3) days of their sick leave allowance for personal business which cannot normally be handled outside school hours, such as, but not limited to, medical, dental, legal, banking appointments, college graduations or funerals. Applications for such absence must be made in writing stating the reasons for such absences and the request is subject to the approval of the principal. The request must be made three (3) days in advance of the date requested except in the case of emergency. Personal leave will not be granted the day immediately preceding or the day immediately following a holiday vacation period or the first day of the school year. In case of extreme hardships, exceptions may be made by the building principal.
- F. An employee may take a maximum of three (3) days of accumulated sick leave to attend the funeral of a member of the immediate family. Immediate family shall be defined as spouse, child, employee’s mother, father, sister, brother, grandchild; also sister-in-law, brother-in-law, son-in-law, daughter-in-law, mother-in-law and father-in-law.
- G. An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty and on which he/she would have been scheduled to work, up to a limit of thirty (30) days in any one school year, provided the employee turns over to the Employer the amount received for jury duty on the days when the employee would have otherwise been undertaking regular assigned work in the District. The days will not be deducted from the employee’s allowance.
- H. An employee may use up to two (2) days per year for illness in the immediate family (defined as anyone living within the same household as the employee). Two (2) additional days will be available if the employee’s spouse is unable to take sick time from his/her employer. Exceptions to the total number of days may be made by the employee’s supervisor.

- I. Sick Leave Payoff – Employees with ten (10) years of seniority at retirement (excludes quits, discharges, etc.) shall receive the sub rate of pay per hour for all of their accumulated sick leave hours, up to a maximum of \$2,875 effective with the 2003-2004 school year. As the maximum in paragraph C. above increases the maximum in this paragraph will increase.
- J. Sick Bank - If a member of the bargaining unit has exhausted his/her sick day allotment due to an extended illness or other medical situation other members of the bargaining unit may donate up to three (3) sick days to the Bargaining Unit Member who is requesting the assistance. The total allocation of sick days by all unit members may not exceed ten (10) days in a calendar year. Authorization to donate sick days shall be accepted by the Board only when the donating member has a signed authorization form on file with the Superintendent's office. Bargaining Unit Members can only donate days which are currently allocated and/banked. No non credited sick days may be committed.
- K. Workers Compensation – Absence due to injury or illness covered by Workers Compensation incurred in the course of the Employee's employment shall be charged against the Employee's personal sick leave for the first five (5) work days of such absence. Following this period, the Employee may choose 1" or 2" below.

An employee eligible for Workers Compensation benefits will receive those benefits provided in accordance with the act exclusively.

Personal accumulated sick leave days shall be made available to the injured employee during the period he/she is unable to work as a result of an accident. If the employee chooses this option of using sick leave days, his/her Worker Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's personal accumulated sick leave would be charged in one fifth (1/5) day increments for each day off. The employee would continue to draw a regular biweekly pay check, but would sign over the Workers Compensation benefit check(s) to the District until he/she has exhausted his/her accumulated sick leave.

If the illness or injury extends to the end of the second week so that the first five (5) days are covered, the employee may turn in their Workers Compensation check for week one over to the District and their sick leave days will be recredited to their account.

ARTICLE XIII – PAID HOLIDAYS

- A. Employees who have completed their probationary period shall receive their regular rate for the following holidays: New Year's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year's Eve, Good Friday and Memorial Day; and the Fourth of July for those employees scheduled to work the summer program.

- B. The employee must work the last scheduled workday prior to the holiday and the next scheduled workday after such holiday. If the employee is directed by a Licensed Practitioner in the State of Michigan to not report for work on said days due to illness or injury the Physician or other Licensed Practitioner shall state in writing the specific reasons why said employee is being directed to not report. The Superintendent shall review the reasons stated and determine if pay is to be granted for the holiday. Part-time employees shall receive pro-rated share.

ARTICLE XIV – ACT OF GOD DAYS

Employees shall be paid their regular wages for those days when school is called off due to an “Act of God” and the day is not rescheduled at a later date and the District receives State Aid for the day. (Part-time employees shall receive prorated share).

However, some employees may be required to report on “Act of God” days. When this occurs, those employees who work “Act of God” days will receive their pay for the day worked; and if they work the make up day, they will receive pay for that day also. On “Act of God” days, when employees are not otherwise required to report, those employees who are required to report shall receive a day’s pay at the end of the school year for each “Act of God” day worked throughout the year.

ARTICLE XV – HEALTH INSURANCE

- A. The District will continue to provide Level 1K Health Plus (single coverage) as in the past. The health insurance specifications shall be considered part of this contract.
- B. All employees opting to receive health insurance benefits from the District shall have twenty dollars (\$20.00) per month deducted from their paycheck as an insurance co-pay on a tax deferred basis pursuant to the District’s Cafeteria Section 125 Plan.
- C. Employees may purchase additional insurance options from any plan currently existing in the District. Coverage may include self only, self and spouse, or full family. Any excess cost of insurance for the plan chosen by the employee shall be paid by the employee through payroll deduction over twenty (20) pays on a tax deferred basis pursuant to the District’s Cafeteria Section 125 Plan.
- D. Employees working twenty-five (25) hours or more per week who do not elect to receive health insurance benefits shall receive one thousand seventy five dollars (\$1,075) for the 2006-07 school year, eleven hundred twenty five dollars (\$1,125) for the 2007-08 school year and eleven hundred seventy five dollars (\$1,175) for the 2008-09 school year. The amount will be paid at the end of the school year for all employees that are employed as of that date.

ARTICLE XVI – VACATIONS

This Article is for employees in the Infant and Daycare program only. It is effective beginning July 1, 1997 and will be granted during the 1998-99 school year.

Vacations will be taken during program recess periods. Vacations earned in the current year will be granted the following year. "Year" is defined as 7/1 through 6/30. In the event an employee requests an exception to the Agreement concerning when he/she must take vacation, such request must be submitted to the Superintendent of School.

Vacation Eligibility:

After 1 year	30 hours (1 hour for every 47 hours worked)
After 5 years	60 hours (2 hours for every 47 hours worked)
After 10 years	90 hours (3 hours for every 47 hours worked)

In order to receive the hours mentioned above, an employee must work:

1400 or more hours	100%
1150 to 1399 hours	75%
900 to 1149 hours	50%
under 900 hours	0%

Any employee not requesting a specific recess period as vacation time by 12/1 shall have his/her vacation period assigned during a recess period by the administration.

ARTICLE XVII – WAGES

STEPS	2005-2009
Probationary	\$8.65
1	9.55
2	9.71
3	9.98
4	10.03
5	10.10
6	10.15
7	10.26
8	10.36
9	10.48
10	10.64
11 thru 15	11.02
16 thru 20	11.35
20 plus	12.12

Payment of step will be effective on July 1 and January 1 of each year. July 1 movement is for employees with anniversary dates of July 1 through December 31. January 1 movement is for employees with anniversary dates of January 1 through June 30 of any year.

Employees who are required to hold a CDA or other licensing shall receive a wage differential of \$0.43 per hour worked.

Compensation may be increased by a lump sum end-of-the-year payment, if and only if the per pupil foundation grant is increased. The calculation of the payment will be a straight arithmetic computation. 50% of the percentage of the foundation grant increase shall be computed on the wages earned during the school year.

Example:

50% of a 3% increase in foundation (which would be 1.5%), shall be computed on the wages earned for that school year.

If the wages were \$13,000.00 for an employee in this group, the lump sum would be \$195.00.

ARTICLE XVIII – GRIEVANCES

- A. Definition of a grievance: A grievance shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or an inequitable application of a specific provision of this Agreement. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the grievance procedure, provided however, that nothing contained herein will deprive any employee of any legal right which he/she presently has provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.
- B. The term “Employee” may include any individual or group of employees who are members of the bargaining unit.
- C. A “party of interest” is the person or persons making the claim and any person or persons who might be required to take action or against whom action might be taken in order to resolve the problem.
- D. The term “days” when used in this section shall, except where otherwise indicated, mean working school days. The parties may by mutual agreement extend any of the time limits set forth in this Article.

- E. The primary purpose of this procedure set forth in this section is to secure, at the lowest step possible, suitable solutions to the problems of the parties. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any step of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration
- F. Step One - An employee who feels that he/she has a grievance shall first take the matter up verbally with the principal or a designated administrative representative within ten (10) working days following the date the employee became aware of an act or condition which he/she feels is the basis for his/her grievance. The employee may appear alone or he/she may be accompanied by a C.E.S.P.A. representative at the employee's option.

Step Two - If the matter is not resolved, the employee shall reduce the grievance to writing specifying the section or sections of the contract he/she alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the principal within ten (10) working days following the date of the verbal grievance meeting. Within ten (10) working days of the receipt of the written grievance, the administration shall attempt to arrange a conference. The employee may appear alone or he/she may be accompanied by a C.E.S.P.A. representative at the employee's option. The administration will make his/her answer known within ten (10) working days of the conference. If the administrator fails to answer the grievance within ten (10) working days of the conference, it automatically goes to the next step of the procedure. If the grievance is not appealed within ten (10) working days from the last answer, the last answer shall be final.

Step Three - The grievance may be presented to the superintendent of Schools within the ten (10) working days of the Step Two answer. The Superintendent of Schools shall designate at least three (3) persons, who may include himself/herself, to represent the administration.

The Chairman of the Grievance Committee shall designate at least three (3) persons, who may include himself/herself, as an AD Hoc Committee to represent the Association. Within ten (10) working days after receipt of the written grievance by the Superintendent, these two (2) representative groups shall make every effort to convene a meeting within ten (10) calendar days to consider the problem and arrive at an equitable solution. If the answer given by the Superintendent does not settle the grievance, the Association must within ten (10) working days notify the Board in writing that the grievance has been submitted for arbitration/mediation.

Step Four - If the Association is not satisfied with the disposition of the grievance in step Three, as a condition of proceeding to arbitration, the Association shall request grievance mediation through the Michigan Employment Relations

Commission (MERC) prior to submitting the grievance for arbitration to the American Arbitration Association in accordance with its rules and regulations which shall likewise govern the arbitration proceeding. The Board and the Association 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. Past practice may be used as evidence, but may not be the sole basis of or the justification for the arbitrator's decision. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by both the Board and the Association. Each party shall pay the expenses it incurs for such arbitration.

- G. Any party involved may be represented at all meetings and hearings at all steps and stages of the grievance procedure by another employee or another person, provided however, that any employee may in no event be represented by an officer, agent or other representative of any organization other than the Association. Provided further that when an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of grievance processing, except where the grievance involves only questions of fact peculiar to the individual grievant.
- H. 1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personal files of the participants.
2. Forms for filing grievances, serving notices, taking appeals, making appeals, making reports and recommendations, and other necessary documents shall be given appropriate distribution by the Superintendent so as to facilitate operation of the procedures set forth herein. Forms shall be available from the Association representative.
3. The Association agrees that any employee, who has initiated action with the Civil Rights Commission, MERC, etc., shall have abandoned the grievance procedure in this Agreement.
4. Only the resolution of one (1) incident may be submitted to an Arbitrator at one time. This clause does not prohibit an arbitrator from hearing a class of grievances or ruling on the arbitrability of an issue and then the issue
5. It is specifically understood that the grievance procedure contained in this Agreement requires the Association advocacy beyond Level 1.

ARTICLE XIX – MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board, which shall be contrary or inconsistent with its terms. It shall likewise supersede

any contrary or inconsistent terms contained in any individual contracts heretofore in effect.

- B. Copies of the Agreement shall be printed at the expense of the Board and presented to all paraprofessionals now employed or hereinafter employed by the Board. Five (5) copies shall also be given to the Association.
- C. The District shall give preference to residents of the Carrollton School District when filling paraprofessional vacancies.
- D. The Board of Ed shall determine the days on which the services and/or presence of paraprofessionals are required.
- E. If any provision of this Agreement or any application of the Agreement to any 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, but all other provisions or applications shall continue in full force and effect, and the parties shall enter into collective bargaining for the purpose of arriving at a mutually satisfactory replacement of such provision or application.
- F. The parties acknowledge the legal and professional obligations of the school district to comply with the provisions of the No Child Left Behind Act of 2001, C6301LETSEQ., and the regulations promulgated there under, including adequate yearly progress and highly qualified teachers and paraprofessionals, and accordingly agree that nothing in this collective bargaining agreement shall be applied or construed, directly or indirectly, to in any manner interfere with or prohibit the school district from fully complying with the definitions, standards and requirements of the NCLB Act.

ARTICLE XX – EXPIRATION OF CONTRACT

- A. This Agreement shall become effective July 1, 2006 and remain in effect until June 30, 2009.
- B. At least sixty (60) days prior to the expiration date of the Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms and conditions of employment of paraprofessionals employed by the Board.
- C. The parties further agree to meet during the normal school year upon the call of either party to discuss any and all problems concerning wages, hours and working conditions.

D. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives of this 18th day of June 2007.

Carrollton Board of Ed

Carrollton Association of Paraprofessionals

Signature

Signature

Signature

Signature

Signature

Signature

Date

Date

MEMORANDUM OF UNDERSTANDING

Effective July 1, 2002, one thousand two hundred dollars (\$1,200.00) shall be provided each fiscal year to reimburse employees for tuition costs for courses successfully completed (credit earned) during the fiscal year according to the following procedure:

1. Courses and the educational institution providing such courses shall be approved at the discretion of the Superintendent or his designee. Such approval shall be communicated to the employee in writing on the form provided prior to the Association member's enrollment.
2. Employees shall submit a request on the form provided for reimbursement for courses successfully taken. The request shall be accompanied by proof of the credit earned (original grade report), official transcript, etc.). Courses completed between July 1, and December 31 shall be submitted for reimbursement no later than February 1. Courses completed between January 1 and June 30 shall be submitted for reimbursement no later than August 1.
3. Reimbursement for claims made by February 1 shall be paid by March 1. Reimbursement for claims made by Aug 1 shall be paid by September 1. Reimbursement shall only be made to employees who are employed by the District at the time of the reimbursement with the exception that employees who are laid off shall be reimbursed for courses approved prior to layoff and successfully completed.
4. Six hundred dollars (\$600.00), half of the annual budget amount shall be available to reimburse claims submitted by February 1, but no claim shall be reimbursed for more than 50% of tuition. If total claims for the period exceed \$600, then reimbursement will be prorated at a percentage less than 50%. The same process shall apply to claims submitted by August 1.