

Plymouth-Canton

PC

Community Schools

Agreement
Between the

Plymouth-Canton Board of Education
and the

Plymouth-Canton
Paraprofessional Association

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AGREEMENT

BETWEEN

PLYMOUTH-CANTON COMMUNITY SCHOOLS BOARD OF EDUCATION, HEREINAFTER REFERRED TO AS THE EMPLOYER

AND

PLYMOUTH-CANTON PARAPROFESSIONAL ASSOCIATION, MEA/NEA LOCAL #3, HEREINAFTER REFERRED TO AS THE UNION.

ARTICLE I

RECOGNITION AND NEGOTIATION

- 1.1 A. The employer hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- B. The term "Employee" as used herein shall include all paraprofessionals, employed or to be employed, excluding supervisors, student help, substitutes, crossing guards and volunteers.

ARTICLE II

UNION RIGHTS

- 2.1 A. Employees covered by this Agreement must, as a condition of continued employment, either join the Union and pay union dues, or pay to the Union a representation-service fee, the amount of which shall be determined by the Union as the employee's pro rata share of the Union's cost of negotiating and administering the collective bargaining agreement and which sum shall be certified to the Employer on an annual basis. Such dues and fees shall be deducted from the paychecks of employees according to a schedule agreed to by the parties. In no event shall the fees be greater than the dues. (payable on or before the thirty-first (31) calendar day, following the beginning of employment.)
- B. Election to declare membership or fee-payer status must be filed in writing with the union no later than the 31st calendar day following employment. Such election shall be made on a form provided by the union. Dues or fees shall be payable effective the 32nd calendar day following the beginning of employment. Authorization for payroll deduction shall constitute fulfillment of this requirement.
- C. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer a MEA membership form authorizing

deduction of dues, and voluntary political action funds as established by the Union. Such authorization shall continue in effect from year to year unless revoked by September 1 of any given year, pursuant to the Union constitution and bylaws. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, and voluntary political action funds from the regular salary check of the employee each month for ten (10) months, beginning in September and ending in June of each year. Such dues, and voluntary political action funds shall be forwarded to the Union forthwith. Any employee who shall not perform services for any entire month of the school year shall have his/her dues reduced by one-tenth of the yearly dues for each entire month he/she did not work, except where the failure to perform services during any month was the result of the employee taking any paid leave of absence or sick leave provided for in this contract.

- D. The Union will furnish the Employer or its designated representative with a copy of the membership form of all employees paying dues.
 - E. The dues shall be deducted in equal installments, and the Union shall be responsible for refunding overpayments and collecting underpayments, where the individual's dues deductions don't cover their total dues obligation. The Union shall also be responsible for informing the payroll department of any increase or decrease in yearly dues liability.
- 2.2 The Union will protect and save harmless the Employer from any and all claims, demands and other forms of liability of the bargaining unit members by reason of action taken or not taken by the Employer for the purpose of complying with this section of the agreement.
 - 2.3 The Employer shall furnish the Union with a current list of all presently employed paraprofessionals and shall update this list within ten (10) days of each new employee hired and terminated.
 - 2.4 The Union shall have the right to use school buildings, property and facilities without charge to conduct Union business. Arrangements shall be made with the principal or supervisor at least one week in advance.
 - 2.5 Inter-school phone service and mail delivery shall be granted to the Union.
 - 2.6 The Employer agrees not to discriminate against any employee on the basis of membership or participation in the Union.
 - 2.7 The bargaining teams of the Plymouth-Canton Community Schools and the Plymouth-Canton Paraprofessional Association, MEA/NEA Local #3 have a mutual obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment for personnel represented by the Union.
 - 2.8 Copies of this agreement, signed by the bargaining team of the Plymouth-Canton Paraprofessional Association, MEA/NEA, the bargaining team of the Plymouth-Canton Community Schools and the President or the Secretary of the Board of Education of the Plymouth-Canton Community Schools shall be duplicated and distributed to all present

employees within thirty (30) days of ratification and to new educational paraprofessionals within one week of hiring.

- 2.9 The Union shall be granted the use of ten (10) union days per year for its use for attendance at the Representative Assemblies, conferences, conventions, workshops and other functions mutually agreed to between the Union and the Employer.

ARTICLE III

STRIKES & LOCKOUTS

- 3.1 The Union agrees that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slowdown or work interference or curtailment of any kind for any reason.
- 3.2 The Union further agrees it will take action to prevent or stop unauthorized strikes, sitdowns, stay-ins, slowdowns, picketing or work interference curtailments of any kind by notifying the employees.
- 3.3 All shop stewards and officers of the Union shall take action to try to prevent any wildcat strikes, sit-downs, stay-ins, slowdowns, picketing or work interferences or curtailments of any kind.
- 3.4 The Employer shall have the right to discipline (including discharge) any or all employees who violate this Article, providing the Union reserves the right to file a grievance as to whether the employee was involved in said action.
- 3.5 The employer agrees that during the life of this Agreement there shall be no lockouts and insofar as may be permitted by law the Employer hereby waives any right that it may have to sue the Union with which it is affiliated for damage resulting from unauthorized work stoppages.

ARTICLE IV

NON-DISCRIMINATION

The Board and the Union agree to not discriminate against any employee on the basis of religion, race, color, national origin, age, gender, height, weight, handicap, marital status, membership or participation in, or association with the activities of the Union, in accordance with the law.

ARTICLE V

MANAGEMENT RIGHTS

- 5.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the

Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:

- A. to the executive management and administrative control of the school system and its properties, facilities, equipment and the activities of its employees during employee working hours;
- B. to hire all employees and, subject to the provision of law, to determine his/her qualifications and the conditions for his/her continued employment, his/her placement or his/her dismissal, suspension, layoff or demotion, and to promote and transfer all such employees;
- C. to establish levels and assignment of employees as deemed necessary or advisable by the Employer;
- D. to determine the services, supplies and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating, and/or selling its services, methods, schedules and standards of operation; the means, methods and processes of carrying on the work including automation or contracting thereof, or changes therein, the institution of new and/or improved methods or changes therein;
- E. to adopt rules, regulations and determine the number of employees needed and length of their assignments;
- F. determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or sub-divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
- G. to determine the size of the management organization, its functions, authority, amount of supervision and table of organizations, provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement;
- H. to determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

The above are not to be interpreted as abridging or conflicting with any specific provision in this Agreement and shall be expressly limited by said provisions.

5.2 The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.

5.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices

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

5.4 The Employer will attempt to prevent children from involvement in Union/Employer controversies.

ARTICLE VI

HOLIDAYS

6.1 HOLIDAYS (Paid) - Employees who meet eligibility requirements will be paid the same number of hours they are normally scheduled to work at his/her regular rate of pay. In order to qualify for pay for a holiday, an employee (unless ill) must work the last scheduled work day prior to and the next scheduled work day after such holiday.

- | | |
|---------------------------|--------------------------------------|
| 1. Thanksgiving | 7. Good Friday/or alternative day if |
| 2. Day after Thanksgiving | Good Friday is a work day |
| 3. Christmas Day | 8. Memorial Day |
| 4. New Year's Day | 9. Labor Day |
| 5. Christmas Eve Day | 10. Independence Day (ESY Employees) |
| 6. New Year's Eve Day | 11. Three (3) Personal Holidays |

Labor Day holiday eligibility will be the same as all other holidays, except that in years when school starts after Labor Day, employees who are not scheduled to work before Labor Day must work only the next scheduled work day after Labor Day in order to qualify for holiday pay. Employees whose normal work year begins before Labor Day must work (unless ill) the last scheduled work day prior to and the next scheduled work day after such holiday in order to qualify for holiday pay.

Personal holidays must be taken when school is not in session. Employees must provide timely notice of the intention to take a personal holiday to the building administrator or his/her designee.

ARTICLE VII

EDUCATION DAYS

7.1 After the completion of a satisfactory probationary period and each year thereafter, regular bargaining unit members shall be eligible for a maximum of nine (9) education days with pay. The use of the equivalent of nine (9) days per year shall be approved by the Superintendent or his/her designee in advance of an employee attending an educational day activity. Hours of pay equivalent to the maximum of nine (9) days per year for approved evening, weekend, or half day activities and can be accepted as education day time and hours can be credited to the employee's timesheet at his/her normal regular rate of pay. Education days will not be paid at any overtime rate but at

the normal pay rate. Employees will be reimbursed on an hour per hour basis. The employee will receive one hour's rate of pay for each hour in attendance at a regularly scheduled, previously approved, educational activity. Accumulation of inservice days will be allowed, and these days can be paid during scheduled school vacation, professional or inservice days within the current school year.

- 7.2 The criteria for approval of education days will include: (1) certification courses approved by the state, (2) courses to upgrade skill levels, (3) district-wide needs, (4) fiscal status of District, (5) Conventions, (6) and others approved.

ARTICLE VIII

ABSENCES

8.1 SICK LEAVE

- A. After the probationary period each employee shall receive one (1) sick day per month of service accumulative to one hundred and fifty (150) days.
- B. In the event that it is necessary for an employee to be absent more than the accumulated days allowable, at the request of the employee he/she shall be paid the difference between his/her regular wages and those of anyone employed to substitute for him/her during his/her absence up to a maximum of thirty (30) days. Absence beyond the additional thirty (30) days shall mean full loss of pay.

This additional 30 days constitutes a personal "extension bank" available to each employee one time during the period of his/her employment in the district. Days may be used for one illness or split among multiple illnesses over the individual's period of employment in the district. Days may be used for personal illness only.

- C. Employees who have perfect attendance (0 absences for any reason) for a school year will be allowed to convert up to two (2) sick days into two (2) additional personal holidays to be used during a subsequent school year. These additional personal holidays can be used only when students are not in session.

Employees who are only absent in the event of a bereavement in the employee's immediate family (as defined in Section 8.4) during a school year will be allowed to convert one (1) sick day into one (1) personal holiday to be used during a subsequent school year. This personal holiday can be used only when students are not in session.

Absences for jury duty will not count against an employee in determining eligibility under this section.

D. WORKERS' COMPENSATION

1. An employee who is unable to perform his/her work responsibilities due to a work related injury will be able to utilize his/her banked sick days. An employee may not receive more than his/her regular daily rate of pay.

Days will be returned to the employee, if compensable, per the workers compensation statute.

2. An employee who receives more than his/her regular daily rate of pay will be obligated to reimburse the school district, through payroll deduction, monies in excess of his/her regular daily rate of pay upon return to work, and sick days will be reinstated to his/her sick bank.
3. An employee on workers' compensation may elect to use sick days, in quarter (1/4) day increments, to insure that he/she receives his/her normal daily rate of pay. In the event an employee exhausts his/her sick bank, he/she will only be eligible for the workers' compensation.
4. If the employee on approved workers compensation is returned to light duty work, he/she will be paid at the light duty work rate of pay and, if applicable, workers compensation will pay the difference between the light duty work rate of pay and the approved workers compensation rate.

8.2 PERSONAL BUSINESS

- A. Two personal business days per year may be granted upon the approval of the immediate administrative supervisor. Days approved are deducted from the employee's sick bank.
- B. One personal business day may be granted without the approval of the immediate administrative supervisor to those employees having thirty (30) days or more in the sick leave bank. The personal business day shall be deducted from the employee's sick bank.
- C. One-half personal business day may be granted, without the approval of the administrative supervisor, to those employees having more than eighteen (18) and less than thirty (30) days in the sick leave bank. The personal business half-day (1/2) shall be deducted from the employee's sick bank.
- D. Personal business days will not be granted the day preceding or the day following a holiday, winter break, mid-winter break, spring break and/or summer break.

8.3 LEAVE FOR JURY DUTY - Employees serving on jury duty shall be paid the difference between jury hearings, excluding mileage, and regular earnings for a period not to exceed a two (2) month period.

8.4 BEREAVEMENT - In the event of a bereavement in an employee's immediate family, he/she may take up to five (5) working days of his/her accumulated sick leave, with pay, at the time of bereavement. Immediate family is construed to mean wife, husband, children, parents, brother, sister, grandparents, mother-in-law, father-in-law. Additional days may be granted in extenuating circumstances, or to travel long distances for funeral services, providing said time has been approved.

8.5 MATERNITY/CHILD CARE LEAVE

- A. The Plymouth-Canton Community Schools shall grant a leave of absence for maternity/child care, without pay, to any regular employee, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.
- B. Maternity/child care leave of absence may be for a period of two (2) full years if so requested by the employee.
- C. Return from leave shall be contingent upon an appropriate opening in the District. If no openings occur, said paraprofessional will be assigned to the first appropriate opening when it occurs.
- D. Seniority will continue to accumulate during maternity/child care leave. No additional sick leave and/or vacation time will be accrued during maternity/child care leave, but any unused accumulated sick leave and/or earned vacation time will not be lost.

8.6 LEAVE OF ABSENCE

Employees after one (1) year of employment, who are granted a leave of absence without pay or benefits, will not lose accumulated sick leave and/or earned vacation time upon returning to work. No additional sick leave and/or vacation time will be accrued during the period of the leave of absence. Seniority will continue to accumulate during the period of the leave of absence. Application for a leave of absence shall be made to, and approved by, the Executive Director of Human Resources or his/her designee. These leaves shall be a maximum of one (1) year duration for each request. Such leaves shall be for illness, union business or other reasons acceptable to the Employer.

8.7 MILITARY LEAVES/RESERVES

Every employee of the Plymouth-Canton Community Schools who is a member of any reserve component of the Armed Forces of the United States is entitled to a leave of absence when the employee is called up to active duty. While on such leave, the employee shall be paid an amount, which, when combined with the employee's military pay, will equal the employee's regular salary. This leave entitlement is not to exceed a total of six calendar months per call-up, unless extended by the Board.

All fringe benefits will be continued for the employee and the employee's dependents for up to six calendar months, but this continuation shall be expressly subject to the terms and conditions of the insurance carrier and policy in effect at the time of the leave.

ARTICLE IX

SCHOOL CANCELLATION

- 9.1 A. All regular seniority employees will be paid for any day when school is canceled by an Act of God such as storms, snow, etc., which is not rescheduled.
- B. If a regular employee reports to work on a day when school is canceled by an Act of God and the day is to be rescheduled, the employee will be paid for the time worked on the rescheduled day.
- C. If a regular employee reports to work on an Act of God day, due to the District failing to announce the school cancellation or is required to work any portion of that day, the employee will be paid for the hours worked in addition to A or B above.

ARTICLE X

WORKING CONDITIONS

10.1 BREAKS

- A. Employees working at least four (4) hours a day may take a break of not to exceed fifteen (15) minutes.
- B. Employees working at least five (5) hours a day may take a fifteen (15) minute break in the first half and the second half of the day.
- C. Times of breaks shall be determined cooperatively by the employees and his/her immediate supervisor.
- D. All employees working more than four (4) hours per day shall be provided a duty-free unpaid thirty minute lunch-break.

10.2 PAY FOR HOURS WORKED

As directed by the employee's immediate supervisor, to work additional hours, an employee will be paid for those hours worked at his/her regular rate of pay, overtime rate or compensatory time, whichever is applicable.

10.3 CAR ALLOWANCE

An employee who is directed by his/her immediate supervisor to use his/her personal car in the performance of duties will receive a mileage allowance as prescribed by the Board of Education.

- 10.4 No employee shall be required to transport students in his/her personal automobile.

- 10.5 An employee shall not be required to instruct or supervise students without certified personnel present unless such duties are a part of his/her normal job responsibilities. If such duties are not part of his/her regular job responsibilities, such assignment can be made in emergency situations, and the employee must be relieved by a teacher or administrator as soon as the emergency permits.
- 10.6 Employees will not be responsible for administering any medication to students unless it is included as part of his/her job responsibilities. The district will provide training for administration of medication.
- 10.7 Any case of assault upon an employee while in the performance of his/her duties shall be promptly reported to the Employer. The Employer, at its discretion, will promptly provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault. The Employer shall also at its discretion promptly render all necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.
- 10.8 It shall be the responsibility of each employee to notify the personnel Department of any change of address or telephone number. The employee's address and telephone number, as it appears on the district records, shall be conclusive when used in connection with all notices.

ARTICLE XI

PROBATION AND SENIORITY

- 11.1 Seniority standing shall be granted to all employees covered by this agreement. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment in the bargaining unit with the Employer. All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of ninety (90) working days of employment. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this agreement or constituting a grievance. Seniority ties shall be broken by social security number. The employee with the highest last four digits of the social security number shall be placed ahead of others with the same seniority date.
- 11.2 An employee's seniority shall terminate:
- A. If an employee resigns or is discharged.
 - B. If the employee is absent without properly notifying the Employer, unless a satisfactory reason is given.
 - C. If the employee fails to return to work within three (3) working days after being notified to report to work and does not give a satisfactory reason.

D. If the employee is laid off for a continuous period equal to seniority he/she had acquired at the time of such layoff period.

E. If the employee retires.

11.3 The Employer shall prepare, maintain and submit to the Union the seniority list. The initial seniority list shall be submitted to the Union within thirty (30) days of the ratification of this agreement, with revisions submitted thereafter in April of each year.

ARTICLE XII

STAFF REDUCTIONS, VACANCIES AND TRANSFERS

12.1 A. Layoff shall be defined as a reduction in the work force.

B. Except for unusual circumstances, no employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified of said layoff in writing at least ten (10) calendar days prior to the effective date of such layoff.

C. The administration will not utilize substitutes in the place of regular employees during a lay-off, unless laid off employees refuse to substitute. It is the responsibility of the laid off employee to notify the Human Resources Department of his/her availability to substitute.

In no case shall a new employee be employed by the Employer while there are laid-off employees unless they have been offered the position in question or the employee does not qualify. Full time employees will only be offered a part-time position one time.

D. Notice of recall from layoff will be sent in writing to the employee's last known address on record with the Human Resources Department. Such notice will state the place, time and date on which the employee is to report to work. It is the employee's responsibility to keep the Human Resources Office notified as to his/her current mailing address. Upon receipt of notice, an employee will have five (5) calendar days to accept recall. The administration may temporarily fill the position in the meantime.

Employees recalled to work are obligated to take said work. Employees who decline, or who fail to respond within five (5) calendar days of receipt of notice of recall shall forfeit seniority rights and be terminated.

E. Seniority will be exercised within classification. Upon exhaustion of classification seniority, the employee will then be assigned to the displacement pool for assignment, bargaining unit seniority permitting.

12.2 DISPLACED EMPLOYEES

- A. Employees who are considered
- (1) Full-time the preceding school year (four (4) hours or more) may accept available work of part-time employment.
 - (2) Part-time employees will be offered full time work upon refusal by full-time employees (four (4) hours or more).
 - (3) Displaced employees will be afforded an opportunity at preferred substitute work.
 - (4) Displaced employees will be recalled by classification, according to seniority. If no one holds that particular classification, recall will be made by bargaining unit seniority.
- B. (1) Employees who are reduced in hours by 25% or more from initial hours as of September 1st of each year shall have the option of displacing the lowest seniority person in his/her classification who has comparable hours and/or hours as close as possible.
- (2) Employees who do not qualify for benefits due to the reduction of hours, shall have the option of displacing the lowest seniority person in his/her classification who qualifies for benefits.
- C. The 52-week position of workroom paraprofessional and the 45-week position of textbook inventory paraprofessional (and any additional position which requires an employee to work more than the normal school year) will be considered on par with all school-year positions in any situation involving bumping and/or layoff. Paraprofessionals will be able to bump based on weekly hours. Refusal to accept a longer work year will result in termination of the employee and will be considered just cause for termination.
- D. Seniority in the Event of Layoff
- Any employee who is laid-off and recalled shall not lose previously accumulated and credited seniority.
- E. If the layoff is to be a temporary situation, the employee shall be given the first opportunity to apply for an open position; further, that he/she be afforded an opportunity at preferred substitute work.
- F. Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and sick days.
- G. Recall of laid off employees shall be accomplished in a reverse order of layoff.

- H. (1) Displaced paraprofessionals who are reassigned to a special education position may opt instead for a voluntary layoff.
- (2) Laid off general paraprofessionals who are recalled to special education assignment for which they feel unsuited may opt to remain on lay-off until an assignment arises within their classification.
- (3) If remaining on lay-off would cause the District to hire a new employee the recalled paraprofessional must accept the assignment or be terminated.

12.3 VACANCIES AND TRANSFERS

A vacancy shall be determined by the Employer and be defined as an unfilled position, either an existing or newly created classification as indicated in the recognition clause.

12.4 FILLING VACANCIES

- A. All vacancies and new positions will be posted for 7 work days in each school. Postings will be e-mailed to building representatives and the PCPA President at the time of the posting. Vacancies will be filled within 10 work days after the expiration of the posting unless mutually agreed to extend. On or after April 15, if a general education position over 20 hours per week becomes vacant and is posted, the first posting will be designated "internals only." Vacancies occurring on or after April 15, may be filled by long-term subs for the remainder of the school year.

Vacancies and new positions will be filled from present bargaining unit applicants who have completed their probationary period and meet the qualifications as posted. Upon his/her request, any unsuccessful bargaining unit applicant with greater seniority than the selected applicant will receive an explanation as to why he/she was not selected.

If no present bargaining unit applicant meets the qualifications, the district may hire an external applicant.

- B. At the request of the Association, no more frequently than every two weeks, the Human Resources Department will provide an update on the status of postings.
- C. The Human Resources Department will notify the Association of known vacancies that will require a long-term substitute.
- D. In the event it becomes necessary for a substitute employee to remain in a position beyond 15 work days, the Human Resources Department will notify the Association and provide an explanation as to why the position has not been filled.
- E. The Human Resources Department will notify the Association whenever an existing position is being split.

12.5 CLASSIFICATIONS OF PARAPROFESSIONALS

General Education

Special Education

Supervisory
(excluding combinations)

1. Media/Library
2. Office
3. Classroom
4. Directed Study
5. Locker Room
6. Study Hall
7. Career Center
8. Talented and Gifted
9. Attendance
10. LEAP Program
11. PLUS Program
12. Teacher or Student 504/ADA
13. Textbook Inventory
14. Copy Center

1. Special Education

1. Lunchroom
2. Playground
3. Bus Loading

- 12.6 All postings shall contain the following information: job title, location, starting date, rate, hours, qualifications, and duties. The MEA office shall be provided a copy of the posting.
- 12.7 A position which requires an employee to work more than the normal school year is defined as one which was originally posted or has been officially adjusted by the Board to include weeks beyond the normal school year. The Board will notify the Association of any positions for which the work year is longer than the normal school year. Summer work that may from time to time be available will not serve to extend the work year of school year paraprofessionals.

ARTICLE XIII

GRIEVANCE PROCEDURE

- 13.1 A grievance shall be defined as a written complaint by an employee in the bargaining unit alleging a violation, misinterpretation or misapplication of the specific terms of this agreement.
- A. Working days shall be Monday through Friday excluding days when employees are not scheduled to work.
 - B. Time limits may be extended by mutual agreement.
 - C. Any grievance not processed to the next step of the grievance procedure within the specified time limit shall be deemed dropped.
 - D. A grievance not answered within the specified time limit may be processed to the next step of the grievance procedure.

13.2 INFORMAL CONFERENCE

The employee may within ten (10) working days of the alleged occurrence discuss his/her problem with his/her immediate administrative supervisor.

Any employee not satisfied with a personal conference with his/her immediate administrative supervisor may take his/her problem to the grievance chairperson for consultation. The grievance chairperson may visit the supervisor in a further effort to resolve the grievance, which visit shall occur within the ten (10) working days after the event giving rise to the problem. That supervisor shall give his/her decision within three (3) working days.

The Association Grievance Committee, through the grievance chairperson, shall approve of, and process, all grievances to be pursued beyond the Informal Conference level of the Grievance Procedure.

13.3 All grievances must be handled by the following procedure:

- A. Step 1. If the problem is not resolved in the informal conference, it shall be reduced to writing, clearly stating the claimed basis for the grievance and shall be signed by the employee and presented to the supervisor by the steward within fifteen (15) working days after the alleged occurrence. The written grievance may be presented to and discussed with the supervisor and not more than two (2) union representatives accompanied by the employee, at the discretion of the union. Within five (5) working days after receiving the written grievance, the supervisor shall communicate his/her decision in writing to the Union with copies to the Director of Human Resources and the Executive Director for Human Resources.
- B. Step 2. Within ten (10) working days after delivery of the supervisors' decision, the grievance may be appealed to the Director of Human Resources, or his/her designated representative by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step 1. Within five (5) working days after delivery of the appeal, the Director of Human Resources or his/her designee shall investigate the grievance and shall communicate his/her decision in writing to the Union, the Executive Director for Human Resources and the supervisor.
- C. Step 3. Within ten (10) working days after delivery of Director of Human Resources decision, the grievance may be appealed to the Superintendent or his/her designee by the Union. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by previous decisions. Within five (5) working days following a hearing, the Superintendent or his/her designee shall

communicate his/her decision in writing together with the supporting reasons to the Union, the Director of Human Resources and supervisor.

- 13.4 Any unresolved grievance which relates to the alleged interpretation, application or enforcement of a provision of this Agreement, which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:
- A. Arbitration shall be invoked within ten (10) working days of the decision in Step C by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules except where expressly provided otherwise in this Agreement.
 - B. The Arbitrator, the Union or the Employer may call any witness in an arbitration hearing.
 - C. Each party shall be responsible for expenses of the witnesses they may call.
 - D. The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement.
 - E. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any part of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
 - F. The decision of the Arbitrator shall be final, conclusive and binding upon the parties.
 - G. The expenses of the Arbitrator shall be borne equally by the parties.
- 13.5 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.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

- 14.1 Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include but not be limited to:
- A. Refusal or failure to accept or perform work assigned, in accordance with the provisions of this Agreement.

- B. Refusal or continued failure to perform work properly and efficiently.
- C. Drinking alcoholic beverages, intoxication or use of illegal drugs on the job or when on assignment.
- D. Excessive tardiness or absenteeism.
- E. Insubordination, or improper or immoral language or conduct.
- F. Interference with the performance of assigned work of another employee of the Employer.

14.2 Any cause for discipline or discharge known to the Employer and on which action or notification has not been initiated by the Employer within fifteen (15) working days shall be void.

ARTICLE XV

INSURANCE

Regular employees who have worked ninety (90) working days shall qualify for the following benefits on the following basis:

15.1 HEALTH INSURANCE

- A. The Employer agrees to pay 100% of the premium illustrated rate for full family health insurance for employees who are employed thirty (30) or more hours per week, consistent with the provisions below.
- B. Employees working more than twenty (20) hours weekly, but less than thirty (30) hours weekly shall be provided single subscriber coverage. Employees working twenty (20) hours weekly or less shall not be eligible for any Employer funded health coverage consistent with the provisions below.
- C. The Plymouth-Canton Community Schools agrees to pay the subsidy payments for the Preferred Choices PPO. The Board shall determine the provider and the third party administrator. The Board reserves the right to bid and name the carrier for any portion of the plan, including the \$10.00 generic and \$15.00 brand name prescription co-pay. Contraceptives coverage will be included in the prescription drug plan, and the lifetime maximum for Preferred Choices PPO will be \$2,000,000. Out-of-network services will be subject to a \$100.00 per person / \$200.00 per family annual deductible.

Those employees who keep the current BC/BS Traditional Plan or who choose the Community Blue PPO Plan, and if its illustrated rates exceed the illustrated rates of Preferred Choices PPO, the employee will pay the difference in illustrated rates between the Preferred Choices PPO and the selected BC/BS Plan. The difference in illustrated rates will be calculated effective July 1 through

June 30 and will be paid through payroll deduction. The district maintains the right to change insurance carriers if the comparable benefits are provided.

New enrollment in the Blue Cross Traditional Plan will not be permitted. Subject to the terms of the carrier, any employee currently enrolled in the Blue Cross Traditional Plan will be allowed to remain in that plan.

Bariatric surgery including any surgical treatment and/or follow-up treatment for morbid obesity, will be paid for only when obtained from in-network providers and in-network facilities.

15.2 LIFE INSURANCE

The Employer agrees to pay the premium for \$15,000 term life insurance, which will include the right of conversion, for all employees who are employed at least thirty (30) hours weekly, and a \$7,500 policy (including conversion rights) for employees working less than thirty (30) hours weekly.

15.3 DENTAL INSURANCE

The Employer shall pay the premium/illustrated rates for dental Insurance (internal and external, COB-Coordination of Benefits-suffixing) for all employees working more than twenty (20) hours per week. The coverage shall be substantially equivalent to the level of coverage of Delta 80/80/80 plan with "suffixing" which provides a \$1,500 annual maximum for basic and major coverage and an \$800 lifetime maximum for orthodontic coverage. The board reserves the right to bid and name the insurance carrier or become self insured provided the same levels of coverage are met.

15.4 VISION INSURANCE

The Board agrees to provide vision care coverage to employees who work more than 20 hours per week. The Board reserves the right to bid and name the insurance carrier or become self insured provided the same levels of coverage are met. Coverage is as follows:

- a. \$75 for exams
- b. \$75 for frames
- c. \$100 for single lenses
- d. \$100 for bifocal lenses
- e. \$125 trifocal lenses
- f. \$125 lenticular lenses
- g. \$150 for contacts

15.5 DISABILITY COVERAGE

The employer agrees to pay the premium for long-term disability benefits for all regular employees who have completed their probationary period and who work more than 20 hours per week. The LTD plan shall provide for a ninety (90) calendar day waiting period and shall pay 66 2/3% of salary to a maximum of \$1,000 per month. This LTD insurance shall be subject to the terms and conditions of the carrier and does not waive the at-work requirement for an employee to receive the increase in this benefit.

15.6 The Employer shall provide for Worker's Compensation insurance.

15.7 In the event an employee qualifies for the benefits described above, that level of benefits will be maintained for the full twelve (12) month period if:

- A. The qualifying hours are reduced after the beginning of the second semester.
- B. The individual continues to work and is not laid off.

15.8 The Employer states it is not the Employer's intent to reduce work hours for the sole purpose of denying the above listed benefits to employees.

ARTICLE XVI

RETIREMENT

16.1 RETIREMENT ALLOWANCE

In appreciation for services to the school district, a retirement payment of \$100 for each year of service (up to 30 years of service) with the Plymouth-Canton Community Schools shall be paid to a current, regular employee upon retirement, provided the employee meets all of the following requirements:

1. At least 10 continuous years of employment in the district as a regular employee.
2. Eligibility for retirement under the Michigan Public Schools Employees Retirement System (MPSERS)
3. Application submitted to MPSERS for retirement.

Payment will be made upon receipt of evidence that application has been made with reasonable assurance that the retiring employee qualifies.

16.2 HEALTH INSURANCE COVERAGE

Employees who retire in the month of June and whose district paid health insurance is terminated as of June 30th, are entitled to receive from the district a lump sum payment equal to two (2) months of the MPSERS retiree premium deduction for that individual retiree.

Any employee who defers retirement under MPERS shall not be eligible to receive either the retirement allowance or the health insurance premium payment referenced above.

ARTICLE XVII

LONGEVITY

EFFECTIVE SEPTEMBER 1, 1997, Employees who have completed a minimum of five (5) years of continuous service prior to September 1 shall be paid in accordance with the following schedule in the first pay of December.

| | |
|---------------|-------|
| 5 - 9 years | \$225 |
| 10 - 14 years | \$350 |
| 15 - 19 years | \$500 |
| 20 years | \$650 |

ARTICLE XVIII

EVALUATION

- 18.1 Each employee shall be evaluated, at least once each school year, by the immediate supervisor. Evaluation shall be based on the following criteria:
- A. Skills necessary for the specific position held.
 - B. Punctuality and attendance.
 - C. Job performance.
- 18.2 A committee of three (3) persons appointed by the Employer and three (3) persons appointed by the Union will review and recommend revisions for the basic employee evaluation form to the Superintendent or his/her designee.
- 18.3 The employee has the right to receive a copy of the evaluation, review, submit his/her response, and the right to disagree with the evaluation.

ARTICLE XIX

REVIEW OF PERSONNEL FILE

- 19.1 Each employee shall have the right upon request to review the contents of his/her own personnel file maintained at the individual's school or at the Administrative Building. A representative of the Union, at the employee's request may accompany the employee in

such review. The review will be made in the presence of the Personnel Administrator responsible for the safekeeping of such files.

Privileged information such as confidential credentials and related personal reference sought at the time of employment are specifically exempted from such review. The Personnel Administrator shall, in the presence of the employee's authorized representative, remove such credentials and confidential reports from the file prior to review of the file by the employee.

- 19.2 All communications including evaluations by Plymouth-Canton Administrators, commendations and validated complaints directed toward the employee which are included in the personnel file shall be called to the employee's attention at the time of such inclusion.
- 19.3 The Human Resources Administrators may at the written request of the employee, share data from the personnel records file with a designated potential employer. This sharing of data will be in writing and sent through the mail.
- 19.4 At no time will employees be given copies of confidential credential information contained in their files.

ARTICLE XX

VACATION

- 20.1 Regular employees shall accrue five (5) vacation days per year, except
- A. The 52-week workroom paraprofessional at the Board Office shall accrue eight (8) vacation days per year.
 - B. The 45-week textbook inventory paraprofessional shall accrue six (6) vacation days per year.
- 20.2 Vacations earned in a school year shall be utilized by June 30 of the next school year. Vacation days shall not accrue from year to year.
- 20.3 Vacation days shall be utilized only when school is not in session.
- 20.4 A vacation day shall equal in hours the number of hours regularly scheduled to be worked when the vacation is taken.
- 20.5 Vacation days shall be credited to the employee on the fourth Friday of each school year. Employees who work less than a full year, when earning vacation days, shall have their vacation days prorated based on the number of months worked.

ARTICLE XXI

SALARY SCHEDULE

| | 2006-2007 | 2007-2008 |
|----|-----------|-----------|
| 1. | 9.72 | Re-Open |
| 2. | 10.57 | Re-Open |
| 3. | 11.11 | Re-Open |
| 4. | 11.73 | Re-Open |

For the 2007-08 school year the parties agree to re-open salaries only.

- 21.1 It is agreed that substitute educational paraprofessionals are excluded from the provisions of the pay scale in Article XXI of the current labor/management agreement, and that substitute educational paraprofessionals will not be paid a wage rate beyond Step I.
- 21.2 It is further recognized that regular educational paraprofessional personnel, if qualified, may apply to substitute during that period which they are not regularly employed, and will be paid their regular wage rate.
- 21.3 All new paraprofessionals will be hired at Step I. Promotions to successive steps of the pay scale shall take place July 1st of each contract year. An exception can be made only to place a former paraprofessional of the Plymouth-Canton District at a step which reflects his/her length of service under his/her previous employment in the District.
- 21.4 Employees starting prior to January 1st will go to the next step (yearly increment) in July. Those employees starting after January 1 will remain at their present step for the duration of the following contract year.

ARTICLE XXII

STIPEND FOR SPECIAL EDUCATION PARAPROFESSIONALS

- 22.1 Special Education Paraprofessionals (SEPs) who work with students categorized as cognitively impaired (CI), autistically impaired (AI), IPSEP or with students who have special health needs will receive a special education stipend. By way of example, special needs will include feeding, catheterization, and/or lavatory needs. Other situations which may fall within special needs will be determined on a case by case basis.

SEPs responsible for providing assistance to qualified students for one half or more of the semester will be eligible for compensation based on daily hours.

| SCALE A | SCALE B | SCALE C |
|-----------------|------------------------------------|-------------------|
| \$155.00 | \$290.00 | \$357.50 |
| 3 hours or less | more than 3 hours, through 6 hours | more than 6 hours |

The special education paraprofessional stipend will be paid in the first pay period after the pay period in which the semester ends.

22.2 MANDATED SUMMER AI PROGRAMS

- A. Special education paraprofessionals who provide to AI students special education services that must be offered in the summer will earn a pro-rated stipend based on the parameters in section 22.1 above.
- B. Special education paraprofessionals who provide to AI students special education services that must be offered in the summer will be paid for the 4th of July holiday provided they work the last scheduled work day prior to and the next scheduled work day after the holiday.
- C. Special education paraprofessionals who provide to AI students special education services that must be offered in the summer will earn pro-rated vacation days at the rate of one-half vacation day for each four weeks (20 work days), or greater portion thereof, worked.
- D. Special education paraprofessionals referenced in items 22.2A, 22.2B, and 22.2C will not earn sick leave while performing summer work.
- E. Items 22.2A, 22.2B, and 22.2C apply only to special education paraprofessionals who provide mandated services to AI students and do not apply to any paraprofessional who works in any other summer program unless explicitly agreed to in writing in advance by the Executive Director for Human Resources or his/her designee and the Association.


DURATION OF CONTRACT

This language of this contract will become effective July 1, 2006 and terminate on June 30, 2008.

The parties agree to negotiate the salary schedule for the second year of this contract, beginning July 1, 2007.

FOR:


Plymouth-Canton Paraprofessional
Association, MEA-NEA Local #3



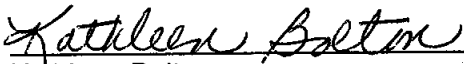
Jim Angell
Chief Negotiator



Margaret Stacey
President, PCPA-MEA/NEA LOCAL #3



Norma Darow
Negotiator

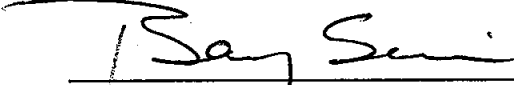


Kathleen Bolton
Negotiator




Marilyn Hadley
Negotiator

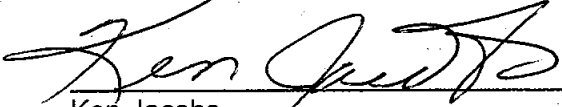
Plymouth-Canton Community Schools



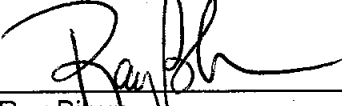
Barry Simescu
President, Board of Education



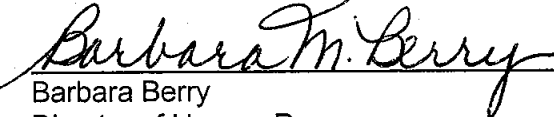
Judy Mardigian
Secretary, Board of Education



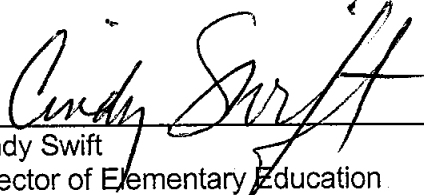
Ken Jacobs
Assistant Superintendent for
Administrative Services



Ray Binun
Executive Director of Human Resources



Barbara Berry
Director of Human Resources



Cindy Swift
Director of Elementary Education

LETTER OF AGREEMENT

The following governs the procedure by which bargaining unit members shall return from leaves of absences:

When the leave of absence expires the employee shall be offered the first available appropriate opening.

Appropriate opening shall be defined as follows:

1. A full-time employee must accept the first available full time non-special education position.
2. A part-time employee must accept the first available part-time non-special education position.
3. A full-time employee may accept a part-time position if the employee desires.
4. A part-time employee may accept a full-time position if the employee desires.
5. If the only position available is a special education position, a non-special education paraprofessional may refuse the position and remain on leave of absence status until a non-special education position becomes available according to points 1 - 4 above.
6. A special education paraprofessional must accept an appropriate special education position.
7. A full-time employee (4 hours or more).
A part-time employee (less than 4 hours).

Maryann Ligato-Freydl
For the PCPA

1/16/92

Walter Bartnick
For the Employer

1/16/92

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