

# **AGREEMENT**

Between



**THE SCHOOL DISTRICT  
of the  
CITY OF WYANDOTTE**

**and**

**THE SPECIAL EDUCATION CENTER  
PROGRAMS PARAPROFESSIONALS  
AFSCME LOCAL 1430,  
COUNCIL 25 AFL-CIO**

**JULY 1, 2006 - JUNE 30, 2009**

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## **AGREEMENT**

*This Agreement entered into this 13<sup>th</sup> day of April, 2006, effective July 1, 2006, by and between the Board of Education of the School District of the City of Wyandotte, Michigan, hereinafter called the "Board" and Council 25, American Federation of State, County and Municipal Employees, Local 1430, AFL-CIO, hereinafter called the "Union".*

### **ARTICLE I - RECOGNITION**

**Section 1.** The Board recognizes the Union as the sole and exclusive representative, for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, for employees in the following classifications:

All paraprofessionals in the Brighton Skills Center Program, The Lincoln Center, and the Madison Regional Trainable Program who assist in the following areas: Trainable mentally impaired, self contained trainable mentally impaired, emotionally impaired, learning disabled, physically or otherwise health impaired, hearing impaired, severely mentally impaired, severely multiply impaired, visually impaired, and autistic.

*EXCLUDING* all persons not regularly employed and all persons regularly employed less than three (3) hours daily during the September-June school year, all teaching, professional, secretarial, office clerical and supervisory employees, and all other employees.

**Section 2.** During the time of this Agreement, the Board agrees that it will not enter into negotiations with any organization, other than the Union, concerning rates of pay, hours of employment and other conditions of employment for those employees covered under this Agreement.

**Section 3.** "Board" or "Board of Education" refers to the employer as represented by its administrative and/or supervisory staff, except as specifically provided for in Article VI, Section 4, Steps Four and Five.

### **ARTICLE II - UNION SECURITY**

**Section 1.** Any employee working in a job title/classification that is included in the bargaining unit and is a dues paying member or is paying a service fee equal to the regular monthly dues on or after September 6, 1988, will continue such membership and/or service fee payments for the life/duration of this labor agreement as long as he/she is performing work within the bargaining unit. Those employees who are presently performing

work within the established bargaining unit who are not dues paying members, or on the service fee check-off, will become dues paying members, or sign a service fee check-off card/membership card within 30 days after ratification of this Agreement by the membership. Membership in the Union shall not be compulsory.

**Section 2.** As a condition of employment, on or before the thirtieth (30th) day after their employment, new hires shall become dues paying members or service fee employees.

**Section 3.** The administration of Wyandotte School District agrees to continue deducting the amount of money required by the Union and agreed to by the employees, who signs the dues deduction cards, or service fee check-off cards, from a like amount of money for the duration of this agreement and forward said dues check-off fee to AFSCME Council 25, AFL-CIO Secretary/Treasurer, once each calendar month to his/her last known address showing a list of those employees by name who actually paid dues and/or service fee check-off money for the month, with a copy to the Local Union President immediately.

**Section 4.** Any employee performing duties on a permanent full-time, or permanent part-time basis, and such employee is not paying Union dues, or service fee charge, and refuses to do so within thirty (30) days after writing notification to the administration of Wyandotte Schools, will be removed from performing work within the bargaining unit in no more than fifteen (15) days following the above-mentioned thirty (30) days.

**Section 5.** All deductions under this Article shall be subject to revocation by the employee who executed such assignments, upon giving thirty (30) days written notice, immediately prior to the expiration date of this Agreement, to the Employer. The administration of the Wyandotte School District shall thereafter cease withholding any money whatsoever under such within the bargaining unit.

**Section 6.** The Employer, the administration of the Wyandotte School District, shall not be liable for any delay in carrying out such deductions; and upon forwarding check in payment of such deductions by mail to the Union's last known address, the Employer, the administration of the Wyandotte School District, shall be released from all liability to the employee-assignors and to the assignees under such Agreement.

**Section 7.** If any provision of this Article is invalid under Federal law, or the laws of the State of Michigan, said provision shall be modified to comply with the requirements of Federal or State law or shall be renegotiated for the purpose of adequate replacement.

**Section 8.** The Union agrees that in the event of litigation against the Employer, the Administration of the Wyandotte School District, arising out of this provision, it will co-defend and indemnify and hold harmless per the above, from any monetary award arising out of such litigation.

**Section 9.** The following "Authorization for Payroll Deduction" form shall be used for members of the Union:

<b>AUTHORIZATION FOR PAYROLL DEDUCTION</b>		
By: _____	_____	_____
(Please print) Last Name	First Name	Middle Name
To: _____		
Employer		
Effective: _____		
Date		
I hereby request and authorize you to deduct from my earnings the current initiation fee being charged by AFSCME, _____, and effective the same date to deduct from my earnings each payday a sufficient amount to provide for the regular payment of the current rate of monthly Union dues as certified by the Union. The amount deducted shall be paid to the Treasurer of _____ of the American Federation of State, County and Municipal Employees.		
_____		
Employee's Signature		
_____		
Street Address		
_____		
City & State		
(This space reserved for additional information when required)		

**Section 10.** The following "Authorization for Payroll Deduction Service Fee" form shall be used for members of the bargaining unit who are not members of the Union:

<b>AUTHORIZATION FOR PAYROLL DEDUCTION SERVICE FEE</b>		
By _____	_____	_____
(Please print) Last Name	First Name	Middle Name
To: _____		
Employer		
Effective: _____		
Date		
I hereby request and authorize you to deduct from my earnings a service fee once each payday to be paid to the Treasurer of AFSCME. The sum deducted will be equal to the current levied Union dues for the pay period, exclusive of any special assessments.		
_____		
Employee's Signature		
_____		
Street Address		
_____		
City & State		
(This space reserved for additional information when required)		

**ARTICLE III - MANAGEMENT RIGHTS**

**Section 1.** The Employer retains the right to exercise all powers vested in it by law, and to determine reasonable methods and procedures of work. Further, the Employer retains the right and authority to direct and select such work force including increasing or decreasing same. The Employer retains the right to discipline, suspend or discharge for just cause and to establish written reasonable rules and regulations for the purpose of maintaining order, safety, and the efficient operation of the Wyandotte School District and the functions thereof. The Employer further retains the authority to exercise all other rights and privileges except as hereafter specifically limited by the written terms and conditions of this labor Agreement.

**Section 2.** None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the other specific provisions of this contract.

**ARTICLE IV - UNION REPRESENTATION**

**Section 1.** This Union shall be represented by a local Union President, Vice President, and three (3) stewards. One (1) steward is to be designated and defined as the chief steward. These three (3) stewards may also have alternates.

**Section 2.** The chief steward will write all grievances starting at Step Two (2) of the grievance procedure. The other remaining stewards are to be called line stewards, and will be allowed only to function at Step One (1) of the grievance procedure, such as investigating the grievance, including meeting with the grieved employee and the immediate supervisor in hopes of resolving the issue at this step and to report its findings to the chief steward.

**Section 3.** The above mentioned representative will not suffer loss of time and/or pay during their regular working day to attend grievance meetings if requested by school administrators.

**ARTICLE V - DISCIPLINE, SUSPENSION & DISCHARGE**

**Section 1.**

- A. Management shall have the right to discipline, suspend and/or discharge any of its employees within the bargaining unit, in the following manner:
  - 1. A verbal warning - reprimand.
  - 2. A written reprimand for a continued offense.
  - 3. The Employer may suspend such employee for not more than three (3) days for continuing that offense.

4. The Employer may suspend such employee for a period of no more than five (5) days for continuing that offense.
  5. If such employee continues the same offense, he/she may receive more severe discipline. The Union shall have the right to grieve.
- B. Nothing in the above procedure, however, shall prevent Management from appropriately disciplining an employee should circumstances warrant.
  - C. Any employee found to be unjustly suspended or Discharged will be reinstated with full back pay for all time and wages lost during the suspension or discharge and with full restoration of all other rights and conditions of employment which he/she may have earned. Disciplinary action will be kept confidential. Management agrees to keep such action confidential from employees who are not directly involved per the grievance procedure.

Copies of all types of disciplinary action, taken by Management against bargaining unit employees immediately upon such action taken, shall be forwarded to the employee, steward, and the Local Union President.
  - D. In imposing any discipline, the Employer will not take into account any prior action which occurred more than two (2) years previously.
  - E. Employees shall have the right to review their personnel files upon written request to the employer. The employee shall be notified of any disciplinary material in writing to be placed in an employee's file.

**Section 2.** In the event an employee or group thereof, is disciplined, including suspended or discharged, the reasons for such actions shall be presented in writing to such employee(s) and the appropriate steward immediately, with a copy sent to the Local Union President, within twenty-four (24) hours of such action. In all cases where an employee or group thereof, is to be suspended or discharged, a meeting will take place between such employee, the appropriate Union steward or in the steward's absence, the President of the Local Union prior to such action taken by the above mentioned employee(s) is to be discharged, the Local Union President will be called and represent those employees per the above.

#### **ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 1.** A "grievance" is hereby defined as a complaint by an employee or a group of employees based upon an alleged violation of the provisions of this Agreement, or a difference as to the interpretation of application of this Agreement.



**Section 2.** Employees shall leave their duty stations to discuss or process grievances only if they have received permission to do so from the Program Administrator.

**Section 3.** It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each step of the grievance procedure shall be the maximum time allowed for presenting a grievance. The time limits specified may, however, be extended by mutual agreement in writing.

**Section 4.** All grievances shall be presented in accordance with the following procedure:

STEP ONE: Within a five (5) working-day period of a grievance, or knowledge of a grievance, employees may present a grievance personally, or through their Union representative, to their immediate Program Administrator. The Program Administrator shall attempt to address the matter as soon as possible, and in any event within three (3) working days.

STEP TWO: If the grievance is not resolved at Step One, it may be presented in writing within five (5) working days to the Program Administrator. He/she shall respond to this grievance within five (5) working days.

STEP THREE: If the response at Step Two is not satisfactory, the grievance may be presented to the Superintendent of Schools or his/her designee, within five (5) working days. The Superintendent shall answer such grievance within seven (7) working days.

STEP FOUR: If the grievance is not resolved satisfactorily at Step Three, it may be presented to the Board through the regular channels by the Wednesday preceding the next regular Board meeting so that it may be considered by the Board no later than its next regular meeting. The Board, may, upon receipt of a grievance, appoint a committee of the Board to consider an act upon the grievance no later than the next regular meeting following its receipt.

The Board shall answer the grievance in writing within ten (10) working days of the Board meeting.

STEP FIVE: If the grievance is not resolved at Step Four, (4) the grievance may be submitted to arbitration by submitting a request to the other party within ten (10) working days after the completion of Step Four; provided, however, that upon written request of the Union, the Employer will grant an extension of up to twenty (20) working days so that the merits of the grievance may be considered by the Union's Arbitration Department.

1. Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

2. The arbitrator's fee and expenses, shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expense.

3. The arbitrator shall have no power to:

- a) Add to, subtract from, alter, or in any way modify the terms of this Agreement;
- b) Establish or modify any wage rate.

4. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved and on the Employer.

The grievance procedure is to apply only to grievances filed after ratification of contract.

#### **ARTICLE VII - SPECIAL CONFERENCES**

**Section 1.** A special conference regarding working conditions and/or matters of importance to the Wyandotte School District will be arranged between the Local Union President, and the School Superintendent or their designees. Special conferences shall be arranged and held within ten (10) days or such other time as may be agreed to by the parties from the date of receipt of either party's written conference request. Such meeting shall be between no more than four (4) representatives of the bargaining unit. Other bargaining unit persons directly involved, if deemed necessary by the Union, may be called to attend the meeting.

**Section 2.** Request for special conferences shall be made in advance with a written agenda of the matters to be taken up at the meeting, and it shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

**Section 3.** Employees within the bargaining unit will not suffer loss of time and/or pay while attending special conference meetings if held during regular working hours. A representative of Michigan Council 25 may be in attendance, and likewise, Management may have an outside representative present at the

meeting if it so deems necessary. The School Superintendent or his/her designee will give an answer in writing on the issues to the Local Union President with a copy sent to Michigan Council 25 assigned Staff Representative within seven (7) days unless otherwise extended in writing by mutual agreement, after the date of the meeting. Where the meeting was at the request of the Employer, the Local Union President shall respond in writing on the issue to the School Superintendent or his/her designee within seven (7) days after the date of the meeting, unless otherwise extended in writing by mutual agreement.

## **ARTICLE VIII - WORKING CONDITIONS**

### **Section 1. New Employees**

A. The Employer shall notify the Union whenever a new employee is employed within the bargaining unit.

B. The Board shall furnish each employee in the bargaining unit a copy of this Agreement. New employees shall be given a copy at the time of their employment.

C. All new employees are to be evaluated at thirty (30) days, ninety (90) days, and one hundred twenty (120) days by the Building Administrator, with input from the Teachers.

### **Section 2. Substitute Paraprofessionals**

The Board will refrain, as much as possible, from assigning substitute paraprofessionals who may not have the stamina or mental/emotional abilities to work with special program children.

### **Section 3. Job Classification**

A. The Board reserves the right to establish reasonable rules and regulations consistent with the terms of this Agreement and to establish new job classifications. The rate structure for new job classifications will be subject to negotiation.

B. The employer shall provide a job description specifying the duties of the paraprofessional within the employee's first thirty (30) days of employment. This document will be reviewed and updated with input from the Union.

### **Section 4. Position Elimination**

A. Should the Employer consider eliminating positions, under any program, such action shall be discussed with the Union prior to any such positions being eliminated.

B. The Employer will give the Union at least two (2) weeks prior notice of its intent to eliminate positions and the reasons for such.

C. The parties shall meet in special conference to determine the effect of any position elimination on seniority employees within a program and attempt to settle any problems which may be created.

**Section 5. Assignments, Transfers, Vacancies**

A. Every employee shall be given the opportunity to Express his/her assignment preference for the following school Year by filling out an "Assignment Preference Form" and if desired, requesting a conference with the Program Administrator. This procedure shall be completed prior to the end of the current school year. Assignments are determined by the Program Administrator by genuinely considering seniority. Notification of tentative assignments shall be provided by July 15.

B. If a vacancy in a building is created by resignation or retirement or if there is need to fill a newly created position within the school year, the Program Administrator will first give genuine consideration to the requests of current building Employees to be reassigned to the vacant position.

C. Each school year, employees will be given the Opportunity to submit a request to transfer to a different Program. Employees need to complete a "Paraprofessional Transfer Form" and submit it to the Personnel Director between April 1 and April 30. A transfer list for each program is created from these requests. It is valid for the following school year. When a vacancy (as described in part B) occurs, the most senior employee on the list for that program is offered the opportunity to transfer. An employee declining the transfer opportunity will be removed from the transfer list. Should no employees apply to transfer, the vacancy may be filled by first recalling laid off employees pursuant to Article X and then with candidates from outside the bargaining unit. Specific assignment within the program for the transferring employee is determined by the Program Administrator.

D. A job vacated by resignation or retirement shall not be considered officially vacated until acted on by the Board no later than the second regular Board meeting following the effective date of such retirement.

**Section 6. Termination of Employment**

Any employee covered under this bargaining unit who leaves the employ of the Wyandotte Board of Education shall give at least two (2) weeks notice in writing to the immediate supervisor.

**Section 7. Health and Safety**

A joint Health and Safety Committee consisting of one (1) or two (2) management representative(s) and three (3) union representatives shall be established. The Committee shall review health

and safety matters, formulate recommendations and implement any necessary changes.

**Section 8.** Employees must comply with the No Child Left Behind and/or Individuals with Disabilities Education Act (federal acts) educational qualification requirements of applicable during this contract; no disciplinary action will be taken for non-compliance without prior discussion with the Union.

#### **ARTICLE IX - SENIORITY**

**Section 1.** The seniority of all employees shall commence with the employee's first day of work. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name and their first day of work. When more than one (1) new employee begins work on the same date, rank of seniority will be determined by the highest number (9999) of the last four digits of the individual's Social Security number.

**Section 2.** The seniority list shall be kept up-to-date and written copies of such seniority list for all bargaining unit employees will be given to the Local Union President annually. Should any program be consolidated, the Employer and Union shall negotiate change in conditions immediately upon management's intent to consolidate.

**Section 3.** Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

- A. If the employee quits;
- B. If he/she is discharged and the discharge is not reversed through the grievance process of this Agreement;
- C. If he/she is absent for two(2) consecutive working days without notifying the Employer unless he/she gives valid provable reason for the absence and lack of notification, upon his/her return;
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein; and
- E. If he/she overstays a leave granted per Article XIII, unless the employee can give a valid provable reason for the overstay.

#### **ARTICLE X - LAYOFF AND RECALL**

**Section 1.** Reduction in the work force shall be in the following order of layoff:

- A. Probationary employees shall be laid off by date of hire. (Ex: last hire-first laid-off)

B. The necessary number of employees with the least seniority shall be laid-off in order of least seniority first.

**Section 2.** Employees to be laid off shall receive a minimum two (2) calendar weeks notice. The Employer shall secure a receipt of said notice. This shall not apply in case of strikes and other work stoppages.

**Section 3.** Laid-off employees shall be recalled in the reverse order of the layoff. The most senior employees shall be recalled to the first openings available. Recall will be by written receipt requested, to the employees last known address on file with the school administration. The employee shall report to work no later than the third consecutive work date after the scheduled date for return or be termed a voluntary quit unless such employee has valid provable reasons for not reporting on time.

**Section 4.** When the Board needs substitutes to fill in for paraprofessionals who are absent, it shall first offer such substitute work to laid-off members of the bargaining unit before calling in other individuals. These paraprofessionals shall be paid regular wages for this work.

**Section 5.** Where the Employer eliminates a position at a building, the least senior employee at that building shall be laid off. That employee shall have the right to bump the least senior employee at another facility in the bargaining unit, provided that she/he has higher seniority than that employee.

#### **ARTICLE XI - HOURS**

##### **Section 1.**

A. The workdays shall be the same number of days as are regularly scheduled for the teachers on the 2004-2006 official school calendars for the duration of this Agreement. Any subsequent change in the teacher's school year for 2007-2009 shall not reduce wages for unit members.

B. In the event the Board changes the starting time for a regular school day, the employee's workday will continue to be 7.25 hours.

C. Employees shall be paid for a one-half (1/2) hour lunch period. Employees who are unable to take a lunch break at the regularly scheduled time shall notify the administrator and shall be given said time as mutually agreed upon.

D. No more than one (1) meeting per month of no more than one (1) hour in length will be included; additional time and/or meetings would still be eligible for compensation at their rate of

pay. In addition, any time beyond 7.25 hours per day would also be eligible for compensation.

**Section 2.** Employees shall be paid their hourly rate when assigned to work by their supervisor outside of the regular workday as defined in Section 1 above.

**Section 3.**

A. Overtime will be assigned to regular teacher paraprofessionals who qualify, as equally as possible.

All special programs involving the use of paraprofessionals after regular school hours will be posted and assigned on the basis of seniority and fewest number of overtime hours. Occasional overtime involving a paraprofessional's individual classroom will not be subject to this Article.

B. Overtime, at the rate of time and one-half, will be paid to employees who work more than eight (8) hours per day or forty (40) hours in a week.

**Section 4. Act of God**

When a decision is made to close the entire School District because of an Act of God, notice of such decision shall be given to the employees, by whatever means, or as soon as possible for public announcement on Detroit area radio stations. When such a closing takes place and students are not required to report to class on a system-wide basis, employees covered by this Agreement shall not be required to report for work and will receive pay for the day.

**Section 5. Unscheduled School Closings**

If the school day is canceled for whatever reason, excluding strikes, the employees in the affected schools shall receive a full day's pay for said day. However, employees can be reassigned to other duties. If such an assignment is not made within the first hour, the employees may go home after all the children have left the building. If they are assigned to jobs other than their own, they will be paid according to the rate of the jobs to which they are assigned if such rate is higher; if lower, they will be paid their regular rate of pay. Any employee reporting and sent home under the above conditions shall be paid for the complete workday.

**ARTICLE XII - SICK LEAVE**

**Section 1.** Sick leave shall be earned at the rate of one (1) day per month and an additional day given at the start of the school year and may be accumulated to a total of one hundred and thirty

130) days. Any Personal Business Days under Article XIII unused at the end of the school year shall be converted to sick leave and shall be accumulated up to a maximum of one hundred sixty (160) sick leave days.

**Section 2.** The base date from which all such service accumulations shall begin is July 1 of each year.

**Section 3.**

A. When an employee's sick leave allowance is computed at the beginning of any year, the excess over the maximum allowable shall be permanently discarded and shall not be restored to his/her accumulation of unused days.

B. Sick leave days are to be used solely and exclusively for illness of the employee or minor children residing at their home.

**Section 4.** No payment shall be made for any unused leave for illness accumulated by an employee at the time of his resignation, dismissal, leave of absence, or death.

**Section 5.** No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when an employee would normally be expected to be on duty.

**Section 6.** In the event an employee terminates his/her employment, she/he shall reimburse the Board for any overpayment of sick leave which may have been made.

**Section 7.** Records of absence shall be carefully recorded and shall be available for inspection by employees at any time during regular office hours.

**Section 8.**

A. The Board has the right to medically investigate any employee's absence which is reported as being for medical reasons. Further, the Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

B. Whenever an employee returns to duty from an injury or illness, he/she must follow policy procedures as determined by the Board.

C. An employee whose absence has been due to a nervous disorder must be cleared for return to duty by the school physician.



**Section 9. Reporting Absence**

A. Notification of an expected temporary absence should be reported to the proper administrator on the day before the absence, or no later than one and one half (1-1/2) hours before the paraprofessional normally reports to work.

B. In the event the employee does not plan to return on the following day, the school's office should be notified no later than 3 p.m. on the day of the absence. Otherwise, the employee will be expected to return to work.

**Section 10. Perfect Attendance**

A bonus of one hundred twenty dollars(\$120) will be paid to every employee with perfect attendance (no personal illness or personal business days) at the end of each ten (10) weeks; a bonus of one hundred twenty dollars (\$120) will be paid to every employee with two (2) or fewer absences for the first semester; and/or a bonus of one hundred twenty dollars (\$120) will be paid to every employee with four (4) or fewer absences for the entire school year.

**ARTICLE XIII - LEAVES OF ABSENCE**

An employee may apply for a leave of absence by submitting his/her request in writing to the Board through his/her immediate supervisor, stating the reason for and the length of time of the requested leave of absence. Employees may be eligible for the following types of leave of absence:

**Section 1. Paid Leaves**

All seniority rights and benefits shall continue to accrue while an employee is on an approved leave of absence during which such employee receives any payment during the leave period.

A. Bereavement Leave

A paid leave of absence not to exceed five (5) days for each death may be authorized by the Superintendent of Schools or his/her designee for a death in the employee's immediate family. The immediate family shall consist of:

Father	Wife	Aunt	Son-in-Law
Mother	Son	Uncle	Father-in-Law
Brother	Daughter	Niece	Mother-in-Law
Sister	Grandparent	Nephew	Brother-in-Law
Husband	Grandchildren	Daughter-in-Law	Sister-in-Law

B. Personal Business Days

A leave of absence for the transaction of personal emergency business may be granted any employee in the bargaining unit by the Superintendent or his designee. Such a leave shall be with pay, but shall not exceed an annual allotment of three (3) days. At the end of the school year, any unused personal business days may be added to the accumulated sick leave days in accordance with the provision of Article XII.

1. Personal Emergency Business shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from work. (Marriage or graduation of a member of the employee's immediate family, required appearance in court, child born to wife and funerals are examples of "important occurrences".) Absences for reasons of illness or injury shall not be considered personal emergency business. However, personal emergency business may be defined as sudden or serious illness of a household dependent (as defined in immediate family in paragraph A of this Article) and may be used for such.

2. Persons absent for personal emergency business reasons as defined above will state their reason for being absent, and will comply in processing the appropriate forms for such leave.

C. Jury Duty

Upon notice of jury duty, an employee will immediately notify the Employer. An employee called for jury duty will be paid the difference between the compensation as a juror and the regular wages normally received from the Employer for the regular work time the employee is actually involved in such duty.

D. Union Leave

The Employer will grant paid leave not to exceed ten (10) days to employees selected by the Union to be representatives to labor conventions, institutes or meetings. However, no more than three (3) employees may be on such leave at the same time, with no more than two (2) from the same building.

**Section 2. Unpaid Leaves**

A. Illness Leave

Upon written request to the Board, an employee may be granted, without pay, one year's leave of absence due to illness certified by a competent physician. During such a leave of absence, the employee's seniority will be retained but cannot accumulate. Such a leave of absence may be extended by mutual agreement between the Board and the Union.

## B. Military Service Leaves

### 1. Military

A military leave of absence may be granted, without pay, for service in the Armed Services. During such service, his/her seniority shall accumulate.

### 2. Peace Corps

The Board at its discretion may grant a leave of absence without pay to an employee who has been employed continuously for one (1) calendar year by the Board and who joins the Peace Corps as a full-time participant in the program. Such leave shall be granted only for the term of initial enlistment.

During such service, seniority shall accumulate. He/she may return to duty with this Board under the same procedure as outlined below in "Veteran's Rights".

### 3. Veterans Rights

An employee returning from a leave of absence for military service shall, within ninety (90) days of receiving an honorable discharge, be granted the privilege of exercising his/her seniority (including accumulated service seniority). The employee may take the job he/she vacated on going into service, or any job for which he/she is qualified, if said job is held by an employee of lesser seniority. Demotions shall be made according to Article IX, "Seniority". However, a leave of absence, including its return-to-work privileges, shall be terminated in the event an employee extends his/her military service by enlistment or re-enlistment.

## C. Family & Medical Leave

A leave of absence for pregnancy reasons will be granted, without pay, to a female employee. During such leave, seniority shall be retained. An employee who becomes pregnant shall report her pregnancy to the Superintendent, or his/her designee, not later than the end of her third month of pregnancy and shall submit a written statement from her personal physician at that time (and each thirty (30) days thereafter) attesting to her good health and her fitness to continue the normal duties of her job and her anticipated date of confinement.

1. Any illness problems developing during the term of the pregnancy or after the birth of the child, which are related to the pregnancy will be considered as allowable reason for such employee to be entitled to all sick leave provisions of this contract.
2. Upon written application forty-five (45) days prior to the expected birth/adoption of a child, an

employee may request a parental leave of absence for the remainder of the school year following the birth/adoption of the child. The employee may also request an additional year's Parental care leave.

3. An employee must present a written statement from her physician attesting to her fitness to return to work before returning to work from a maternity leave.
4. Upon termination of the leave, the employee must return to work or her position will be considered vacant subject to the provisions of Article IX section 3E.
5. As per law, (FMLA--Family Medical Leave Act), employees may take up to twelve (12) weeks of unpaid leave for child care, seriously ill family member or personal illness, after meeting FMLA requirements.

#### D. Personal Leave

A personal leave of absence without pay may be authorized by the Superintendent for a period not to exceed ninety (90) work days for an employee who has completed his/her probationary period.

#### E. Union Leave

A leave of absence without pay may be granted to an employee who has been continuously employed for one (1) calendar year by the Board and who is elected or appointed to any Union office, service in which removes him/her from fulfilling the duties of his/her regular employment. Such a leave of absence shall not exceed a period of one (1) year, but may be renewed or extended annually by mutual agreement between the Board and the Union. Seniority will be retained, but not accumulated during this period. The number of employees on such a leave of absence at any one time shall not exceed one (1).

### **Section 3. Involuntary Leave**

Upon the recommendation of the Superintendent and with the approval of the Board, the Superintendent may request in writing that any employee submit to a physical or mental examination, the results of which may be used in determining involuntary leave of absence, which shall be without pay and without accumulation of further seniority.

A. When such examination is requested, a report of three (3) physicians shall be required. One physician shall be selected by

the employee, one by the Board, and a third shall be mutually agreeable to both physicians.

B. The Superintendent may make such a request as often as, in his/her judgment, is deemed essential to the best interests of this school system. However, there shall be a special conference with the Union representatives prior to any action placing an employee on involuntary leave of absence by the Board.

C. In every event, the employee's return to duty from such an involuntary leave of absence must first be recommended by the school physician.

D. The employee may use any or all of his/her accumulated sick leave if placed on such an involuntary leave of absence.

#### **Section 4. Educational Leave**

An educational leave may be granted by the Employer to an employee who wishes to improve his/her skills. Educational leaves will be granted in semesters or terms up to one (1) year. An employee must have one (1) year of continuous full time employment to be eligible for an educational leave. The employee will return to the first available position.

#### **Section 5. Job Incurred Injury**

Any injury incurred in the cause of employment must be promptly reported to the employee's supervisor or Building Administrator. A report of any injury shall be submitted in writing on a form to be provided by the Board.

A. Employees injured in the course of employment will be treated by a physician or medical facility designated by the Employer.

B. Employees whose injury requires time lost from the job will be compensated by the employer, for all regular hours, during the first eight (8) days of injury with no charge to the employees sick allowance.

C. Employees qualifying for Worker's Compensation benefits shall receive from the Employer the difference between the compensation payments and their regular pay for a period of one (1) year from the date of the injury.

### **ARTICLE XIV - HEALTH EXAMINATIONS**

**Section 1.** A new employee must successfully pass a physical examination after a job offer has been made.

**Section 2.** Each employee shall, as a condition of his/her initial employment and in compliance with State law, submit evidence of freedom from communicable tuberculosis to the satisfaction of the school physician and in the manner he/she directs. The school physician may require, whenever in his/her judgment it is in the best interest of the school system, the submission of such evidence at other times.

The Board of Education will pay for those examinations taken in compliance with this section when obtained through the Wayne County Department of Health.

**Section 3.** Any employee failing to file satisfactory evidence of freedom from communicable tuberculosis within the time specified shall be placed immediately in involuntary leave of absence.

**Section 4.** The Board of Education will pay for the hepatitis series of inoculations at the clinic of its choice if the employee chooses to have the inoculations.

#### **ARTICLE XV - HOLIDAYS**

**Section 1.** The following days shall be recognized and observed as paid holidays:

- |                           |                                    |                         |
|---------------------------|------------------------------------|-------------------------|
| 1) Labor Day              | 6-8) Five (5) Days after Christmas | 12) Washington's B'day- |
| 2) Thanksgiving           | 9) Employee's Birthday*            | (paid during Easter)    |
| 3) Day after Thanksgiving | (*paid during Christmas recess)    | 13) Good Friday         |
| 4) Christmas Eve          | 10) New Year's Eve                 | 14) Easter Monday       |
| 5) Christmas              | 11) New Year's Day                 | 15) Easter Tuesday      |
|                           |                                    | 16) Memorial Day        |

Monday of Winter Break\* (Paid in lieu of 2 evening events)

\*Replaces President's Day.

**Section 2.** All regular employees scheduled to work during the pay period in which a holiday falls, will be paid for the above holidays when they occur during the normal work week, provided they work on the school day previous to and the school day following the holiday, unless they are on sick leave or are excused from working.

**Section 3.** Whenever Christmas Eve, Christmas, New Year's Eve or New Year's Day fall on either a Saturday and/or Sunday, the employees shall be granted pay for each holiday stated herein upon such occurrences.

**ARTICLE XVI - INSURANCE**

**Section 1. Medical**

The Board shall provide each employee who is not covered through a spouse with the following medical/hospitalization coverage:

A. Community Blue PPO Plan I with a \$10 co-pay or may be changed to equivalent health care benefits/coverage after negotiations and upon mutual agreement by AFSCME Local 1430 and the Board.

B. Those employees who choose not to take health insurance because of spousal coverage will receive a monthly stipend during the school year in the amount of one hundred dollars (\$100) to be paid the first pay period of each school month.

C. Prescription drug co-pay is \$5/\$5/\$10 (\$5 for generic; \$5 for brand names without generic equivalent; and \$10 for brand names), and will be provided by a 3<sup>rd</sup> party carrier of the Board's choice with the same drug formulary as the 2001-2004 contract.

**Section 2. Dental**

The Board shall provide each employee with Delta Dental Plan E with 0-1 rider or with a dental insurance plan by a carrier of the Board's choice providing equivalent dental care benefits to the employee.

**Section 3. Death Benefit**

A death benefit in the amount of twenty thousand dollars (\$20,000) shall be provided. This benefit shall not be applicable to newly hired employees until they have actually commenced work, or to employees on leave of absence, except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed.

**Section 4. Long Term Disability**

The Board will provide long-term disability insurance. This insurance will be similar to, but not necessarily identical to, that currently provided other bargaining units in the District (begins at the end of one hundred eighty (180) days of continuous disability; maximum duration is to age 65; monthly benefit -- including Workmen's Compensation - sixty percent (60%) of weekly income at time of disability). This insurance will be purchased by the Board from a carrier company and will be subject to the customary conditions of long-term disability insurance policies.

**Section 5.**            Vision Insurance

The Board will provide each employee with vision insurance under either MESSA Vision Plan II, Full Family Coverage, or with vision insurance by a carrier of the Board's choice providing equivalent benefits to the employee. Should the Board choose to be self-insured with regard to vision insurance, it will provide at a minimum the same benefits provided under the MESSA Vision Plan II.

**Section 6.**            All employees, including AFSCME Local 1430 members, are covered as Named Insured's under the District's Comprehensive General Liability Policy in the approximate amount of one million dollars (\$1,000,000).

**Section 7.**            Flexible Spending Accounts

The Board will provide the opportunity for members of the Union to participate in contributions to a flexible spending account (FSA) for the purposes of health care costs and/or child care/dependent expenses. This will be a voluntary program. The Board will be responsible for planning and scheduling meetings to allow the members to make an informed decision on participation in the FSA program.

**ARTICLE XVII - RETIREMENT**

**Section 1.** The Board may require an employee to retire if in its judgment an employee can no longer satisfactorily meet his/her normal working obligations. The Board may require a physical or mental examination of an employee and may suspend, discharge or retire any employee refusing to take the same. In the event an examination is required, it shall be performed in accordance with the procedure outlined for an involuntary leave of absence in Article XIII. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

**Section 2.** An employee who has been employed by the Board for twenty (20) years or more and retires shall receive a lump sum payment equal to ten percent (10%) of the annual regular work year wage (hourly rate for classification multiplied by total hours worked) provided the employee is eligible to receive monthly pension from the Michigan Public School Employee's Retirement Fund. Any employee who retires and receives the benefit provided in this section and is subsequently reemployed by the Board shall not be eligible to again, receive such benefit upon their later retirement.



## **ARTICLE XVIII - RESIGNATIONS**

Any employee covered under this bargaining unit who resigns the employ of the Wyandotte Board of Education shall give at least two (2) weeks notice in writing to the immediate supervisor.

## **ARTICLE XIX - PROBATIONARY EMPLOYEES**

**Section 1.** New employees hired into the bargaining unit shall be considered to be probationary employees for the first one hundred twenty (120) working days of employment.

**Section 2.** If these employees fail to pass their probationary period, they can and may be terminated without recourse to the grievance procedure. The Union shall have the right to represent probationary employees for any and all purposes under this Agreement including discrimination but not termination of employment during the probationary period.

## **ARTICLE XX - NOTICES TO UNION AND INFORMATION**

**Section 1.** Copies of transfer request and approval will be forwarded to the Local Union President within three (3) days of such action.

**Section 2.** Written notification of new hires, layoffs, recall, and retirements shall be provided to the Local Union President within a week of Board notification.

**Section 3.** Copies of all requested leaves of absence including approval or disapproval and the effective days of the leaves shall be sent to the Local Union President within five (5) working days of such action.

**Section 4.** Copies of all notices and directives affecting employees within the bargaining unit involving school board action taken at its Board Meeting shall be forwarded to the President of the Local Union within five (5) working days after such Board Meeting.

**Section 5.** This Article, however, shall not be applicable to any confidential information or anything which required the extensive compilation of any data or information.

**Section 6.** Copies of this Agreement shall be furnished to each employee in the bargaining unit. New employees shall be given a copy at the time of their employment.

**ARTICLE XXI - CHAIN OF COMMAND**

The parties agree to exchange a written list of their chain of command per the Grievance Procedure no later than fifteen (15) days after ratification of the Labor Agreement by the Membership and such exchange will be handled between the Local Union President and the School Superintendent or their designees.

**ARTICLE XXII - TEACHER ABSENCES**

**Section 1.** In the absence of a teacher, management will make a reasonable effort to provide a substitute teacher to supervise a class. If no substitute teacher is provided, another paraprofessional will be called, or the class dissolved and the paraprofessional reassigned.

**ARTICLE XXIII - TUITION REIMBURSEMENT & EXTRA COMPENSATION**

**Section 1.** Each employee who seeks to study subjects or to train themselves in skills that will increase the employee's value to the School District will receive encouragement in the form of financial assistance as provided in this provision.

**Section 2.** Courses taken must be directly related to the assigned duties of the employee's present position or in preparation for possible duties. The procedure for prior approval for reimbursement shall be as follows:

A. The employee will submit a written request to the employee's Building Supervisor no later than two (2) weeks prior to the beginning of the course. The request shall contain the title of the course(s) to be taken, number of credit hours per course(s) and how it applies to the employee's position.

B. Management shall decide and notify the employee in writing of the decision.

C. Upon successful completion of the course(s), with a proven grade of "C" or better (or a "P" in a Pass/Fail situation), the employee shall be reimbursed at the maximum rate of forty dollars (\$40) in 2004-2005 and fifty five dollars (\$55) in 2005-2006 per semester credit hour toward tuition upon approval of management.

**Section 3.** Parapros may earn up to two dollars (\$2) an hour more based on educational university credits or equivalent (CEUs) as follows:

\$.25 for 15 credits or 45 SB-CEU's (or equivalent)  
 \$.50 for 30 credits or 90 SB-CEU's (or equivalent)  
 \$.75 for 45 credits or 135 SB-CEU's (or equivalent)  
 \$1.00 for 60 credits or 180 SB-CEU's (or equivalent)  
 \$1.25 for 75 credits or 225 SB-CEU's (or equivalent)  
 \$1.50 for 90 credits or 270 SB-CEU's (or equivalent)  
 \$1.75 for 105 credits or 315 SB-CEU's (or equivalent)  
 \$2.00 for 120 credits or 360 SB-CEU's (or equivalent)

**Section 4.** The Board will reimburse employees for any damage or destruction of clothing or personal property up to one hundred dollars (\$100) or full replacement cost for glasses (not exam), not due to negligence on the part of an employee, if it occurred on school premises, or at a school activity, and/or there is proof of school-relatedness for which the employee is not covered by other insurance.

**ARTICLE XXIV - WAGES**

**Section 1. Salary Schedule:**

<u>Year/Step</u>	<u>2006-2007</u>	<u>2007-2008*</u>	<u>2008-2009*</u>
0	\$10.69	\$10.80	\$10.91
1	11.19	11.30	11.41
2	11.50	11.62	11.73
3	12.41	12.53	12.66
4	13.31	13.44	13.57
5	13.61	13.75	13.89
6	13.92	14.06	14.20
7	14.28	14.42	14.56
8	14.57	14.72	14.87
9	14.91	15.06	15.21
10	15.21	15.36	15.51

\*At least a one percent (1%) raise in wages for the 07-08 school year, but open for negotiations for more wages only.

\*At least a one percent (1%) raise in wages for the 08-09 school year, but open for negotiations for more wages only.

**Section 2.** Employees shall receive step increases upon their anniversary hire date at the beginning of each school year in accordance with the contract year and shall receive the maximum rate upon completion of ten (10) years of service.

**Section 3.** All wages earned for the school year, including all holidays, may be divided by twenty one (21) paychecks for equal pays through the end of the school year or it may be divided by twenty six (26) paychecks for equal paychecks through the end of August.

## **ARTICLE XXV - EVALUATION**

**Section 1.** All employees are to be evaluated once every three years by the building administrator, with input from the teacher(s).

**Section 2.** The purpose of the evaluation will be to stimulate dialogue to improve performance, and, therefore, enhance the educational program for children.

**Section 3.** The evaluation document and process will be developed by a committee of two (2) employees (appointed by Union) and administrators and will be reviewed every three (3) years. Meetings will be held at mutually agreeable times.

## **ARTICLE XXVI - STRIKES AND LOCKOUTS**

**Section 1.** The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by an employee covered under this Agreement and no employee covered under this Agreement shall cause or participate in any strike or refusal to perform the duties of his employment.

**Section 2.** Any employee who causes or participates in any strike or refusal to perform the duties of his employment shall be subject to disciplinary action including discharge.

**Section 3.** The Board shall not cause or permit any lockout of its employees covered under this Agreement.

## **ARTICLE XXVII - TERMS OF AGREEMENT**

**Section 1.** To the extent that any sections of this Agreement are ruled invalid by State or Federal law, the parties to the Agreement agree that the remaining valid sections of the Agreement shall remain in full force and effect. The parties hereto shall then enter into immediately negotiations for the purpose of arriving at a replacement for such section.

### **Section 2. Definition of Terms**

Any reference to the male and/or female gender herein is strictly for the purpose of "ease of composition" and is in no way meant to discriminate against or exclude any female employees from the provisions of this Agreement.

**ARTICLE XXVIII - TERMINATION/DURATION AND MODIFICATION**

**Section 1.** This Labor Agreement as of July 1, 2006, will become effective and will remain in full force and effect until midnight, the thirtieth (30<sup>th</sup>) day of June, 2009.

**Section 2.** It will be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the last mentioned date above of its desires to modify this Agreement. In the event that such notice is mailed out, negotiations will begin, if possible, within sixty (60) days after the notice to modify the Agreement is received.

**Section 3.** This Agreement will remain in full force and effect during the period of negotiations. If such negotiations continues beyond its termination date of midnight the thirtieth (30<sup>th</sup>) day of June, 2009, and either party wishes to terminate this Agreement, such party so desiring to terminate will notify the other party in writing by registered mail not less than ten (10) days prior to the desired termination date.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives this 22<sup>nd</sup> day of May, 2007.

**SCHOOL DISTRICT  
OF THE CITY OF WYANDOTTE**

**AFSCME LOCAL 1430, COUNCIL 25  
AFL-CIO, SPECIAL EDUCATION  
CENTER PROGRAMS  
PARAPROFESSIONALS**

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