



COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTHVILLE PUBLIC SCHOOLS

- and -

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**THE NORTHVILLE FEDERATION
OF PARAPROFESSIONALS**

2006-2007

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PREAMBLE

This Agreement is made by and between the Board of Education of the Northville Public Schools, hereinafter referred to as the "District," and the Northville Federation of Paraprofessionals, hereinafter referred to as the "Union."

PURPOSE

The parties hereto recognize that the District is a unit of government engaged in the education of students; and that the District has obligations to the citizens, taxpayers and employees as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children therein. The District will expect that the Union will contribute through its abilities and experience and that of its individual members toward maintaining adequate and uninterrupted service to the District and the children therein.

It is the intent and the purpose of this Agreement to provide orderly collective bargaining relations between the District and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to improve and promote the most efficient and productive operation of the District. In consideration of this mutual understanding and the Agreement hereinafter set forth, it is mutually understood between said District and said Union as follows.

ARTICLE I - BARGAINING UNIT, UNION DUES CHECK-OFF, AGENCY SHOP

1.00 Bargaining Unit - The District recognizes the Union as the sole and exclusive bargaining representative as defined in Section XI of Article 336, Public Acts of 1947, as amended, for all full-time and regular part-time Building Teaching Paraprofessionals, Medical Least Restrictive Environment Paraprofessionals, Least Restrictive Environment Paraprofessionals, Learning Consultant Paraprofessionals, Resource Room Paraprofessionals, Media Paraprofessionals, Early Childhood Intervention Program Paraprofessionals, Multi-Disciplinary Paraprofessionals, English as a Second Language Paraprofessionals and Classroom Paraprofessionals.

For the purpose of this Agreement, the term "employee" or "Paraprofessional" shall mean all employees in the bargaining unit set forth in this Paragraph.

1.01 Union Dues and Service Fees

A. Union Dues and Service Fees Check-Off

1. Check-Off - During the term of this Agreement, upon filing with the District of the written authorization form for payroll deduction designated below, signed by the employee, the District agrees, during the term of this Agreement and any extension or renewal thereof, to deduct bi-weekly Union membership dues or service fees as a contribution towards the administration of this agreement, in an amount permitted by law, which may not exceed the regular membership dues of the Union from the pay of such employee in equal bi-weekly installments and to remit the sum within two (2) weeks following the deduction to the Treasurer of the Union. The form of the authorization shall be as follows:

2. Check-Off Form

Date: _____

AUTHORIZATION FOR DEDUCTION OF THE
NORTHVILLE FEDERATION OF PARAPROFESSIONALS
MEMBERSHIP DUES AND SERVICE FEES

I hereby authorize the Northville Public School District to deduct bi-weekly the sum of \$ _____, representing my (dues for membership in) (service fees to) (cross out one) the Northville Federation of Paraprofessionals, which sum is to be paid in full to the Treasurer of the Union. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice given both to the District and the Union, or until the collective bargaining agreement expires. I further authorize the Union Treasurer to change the amount of deduction for membership dues in the Union.

Pay Period Beginning _____

Signed _____

3. List and Assignments of Bargaining Unit Members - The District shall forward to the Union, within sixty (60) calendar days after the start of the school year a list of all employees within the bargaining unit. Membership dues shall be deducted within thirty (30) calendar days after the start of the school year, provided the District is in possession of the signed authorization card at least ten (10) school days prior to said thirty (30) days.
4. Union Notification to the District - The Union agrees to give written notification to the District prior to the commencement of each school year

stating the bi-weekly membership fee or service fee to be deducted during the school year.

5. Sufficient and Excessive Deductions - The District agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

B. Union Security

1. Agency Shop - In any academic year, failure of a bargaining unit employee to join the Union, or to pay a service fee in an amount of money no greater than the Union's regular and usual yearly dues by December 1, shall result, upon proper notification to the District, in the employee being suspended for a period of fifteen (15) days, during the academic year payment has not been made. This suspension shall not be subject to the grievance procedure. For present employees, such payment shall commence thirty-one (31) days following ratification of this Agreement and for new employees; the payment shall start thirty-one (31) days following their date of employment.
2. Save Harmless - The Union shall indemnify and save the District, District Administrators and Board of Education Members, harmless against any and all claims, demands, suits, judgments, damages and other forms of liability or expense that may arise out of or by reason of action taken by the District for the purpose of complying with Sections A and B of this Article, including all court costs and reasonable legal fees of the District's counsel. The Union further agrees that if it shall fail to reimburse the District promptly upon demand for any of the aforesaid items, the District shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the District, until paid in full, thirty (30) percent of all membership dues and service fees collected by the District on behalf of the Union, pursuant to provisions of this Article.

**ARTICLE II - UNION AND
PARAPROFESSIONAL RIGHTS AND RESPONSIBILITIES**

- 2.01 Bulletin Boards - The District shall allow the Union to use space on a bulletin board in each building owned or leased by the District for posting notices of Union recreational and social affairs, Union elections and appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building supervisor. All such notices must be dated and initialed by the Union President or his/her designee. The Union will submit one (1) copy of said notice to the Director of Human Resource, or his/her designee. The bulletin board shall not be used for disseminating political matter of any kind.
- 2.02 Wearing of Insignias - Membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.
- 2.03 Use of Building Facilities - After providing appropriate notice to the District and receiving approval by the District, the Union shall have the right to use a designated area of a building owned or leased by the District for the purpose of conducting Union meetings at reasonable hours before or after the Paraprofessional work day. If the Union desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional custodial costs incurred by the District.
- 2.04 Required Meeting During Working Hours - Employees who attend grievance meetings, special conferences, negotiations, hearings, etc., during their scheduled work hours, shall only be paid if required by the District to attend such meetings.
- 2.05 Union Officials in School Buildings - Union employees or officials shall be permitted to transact Union business on school property after securing the permission of the building supervisor, and notice to the Director of Human Resources or his/her designee.
- 2.06 Mailboxes and Telephones - In buildings owned or leased by the District, the District agrees to make available to Employees mailboxes and a telephone, if available, for local calls only.
- 2.07 Union Mail - Mail from the Union shall be identified as such before it shall be put in the school mailboxes. With this exception, the Union shall have the right to distribute and place mail in the mailboxes in accordance with applicable law. The District shall in no way be held liable for any loss or damage to the Union distributed mail.
- 2.08 Union Use of Equipment - The Union may use equipment owned by the District as provided below:
- A. All work will be done before or after working hours or at duty-free times.
 - B. Prior approval of equipment use must be requested from and approved by the building supervisor.

- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.
- D. All work done will be in keeping with the purpose of this Agreement.
- E. The Union agrees to provide supplies and material used.
- F. The Union agrees to reimburse the District for the repair of such equipment as a result of damage due to negligence on the part of the Union.

2.09 Representation When Meeting With Administrators - Paraprofessionals shall, at their request, be entitled to the presence of an available Union representative when said Paraprofessional is called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action regarding his/her performance. If a meeting is scheduled for such a purpose, the Paraprofessional will be so informed beforehand. Normally expected evaluations of performance are excluded from this clause.

2.10 Equal Employment Opportunity - The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, disability, marital status or membership in, or association with, the activities of the Union. However, an alleged violation of this Article shall not be subject to the grievance procedure beyond Step 3.

2.11 Special Conferences - Special conferences for important matters will be arranged between the Local President and the Director of Human Resources, or his/her designee, upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

2.12 Human Resources File - Paraprofessionals shall have the right to review their Human Resources file in the presence of the Superintendent or his/her designee. Upon their request, a union representative may accompany them. The Paraprofessional shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Records concerning whether a Paraprofessional has filed a grievance shall not be kept in his/her Human Resources file but shall be kept separately.

After twenty-four (24) months, letters of reprimand will be placed in a sealed envelope in the employee's Human Resources file. The District will not use these letters unless there is a similar grievance, legal proceeding or reoccurrence of the same or a related disciplinary situation.

2.13 Information for Collective Bargaining and Contract Supervision - Upon the written request of the Union, the District shall provide available District budgets, the annual financial report, student membership and census data, relevant agreements and contracts with the County and State involving special education program students, and other available information, statistics and records, not deemed confidential by the School

District, necessary in order for the Union to properly negotiate agreements and to enforce the terms of this Agreement, as required by applicable law.

- 2.14 District Mail Service - Union notices, intended for all members of the bargaining unit and which are approved by the Director of Human Resources or his/her designee, shall be delivered to respective building Union representatives at time when other Central Office mail is distributed to a particular building.
- 2.15 Released Time - Union activities shall not take place during scheduled work times, except that upon the approval of the Director of Human Resources or his/her designee, and on such terms and conditions as he/she may set, the President of the Union and/or his/her designee shall be permitted during working hours to attend grievance meetings and to conduct other business which relates to the enforcement of the terms and conditions of this Agreement. Scheduled work time shall exclude the above breaks and/or unpaid lunch periods or before or after work.
- 2.16 Agenda and Minutes of the Board of Education Meetings - Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas.
- 2.17 Right to Consult with Administrator - Nothing in this contract shall be construed to prohibit any Paraprofessional Union representative, or Union committee from consulting with administrative officials at mutually scheduled times.
- 2.18 Memos and Notices - Whenever the District issues a memo or notice of a general nature, the memo or notice shall be posted on bulletin board (2.01) and the Union will be given a copy.
- 2.19 Extra Duty Contracts - Any extra-duty contract between the District and an individual Paraprofessional for work within the bargaining unit shall be in writing and signed by the Director of Human Resources, or his/her designee and expressly subject to the terms and conditions of this Agreement.
- 2.20 Teaching Direction and Work Related Requests - It shall be the responsibility of the building administrator and/or classroom teacher to provide instruction, supervision, and direction to a Paraprofessional regarding his/her duties and further, Paraprofessionals are expected to comply with work related requests and to accept the teaching direction of the classroom teacher and building supervisor.
- 2.21 Responsibility to the District - The Union, recognizing its Paraprofessional responsibilities, agrees to use its influence to encourage all Paraprofessionals and the Paraprofessionals agree to perform efficient work and service, to utilize their time and all equipment furnished by the District to the best of their advantage, to protect the District's property and interests, and to cooperate with the District and the employees in all departments in promoting the welfare of the District and improving its service.

- 2.22 Responsibility to Honor Board Policies and Administrative Regulations - It is the responsibility of the Paraprofessionals covered under this Agreement to honor Board policies and administrative regulations. Paraprofessionals covered under this Agreement shall not assume administrative or supervisory authority.
- 2.23 Intent to Terminate Employment - The Paraprofessionals covered under this Agreement agree to notify the Human Resources Office, in writing, as soon as possible of any intent to terminate employment with the District. It is recognized by the Paraprofessionals that they have an ethical responsibility to notify the District of their resignation at least two weeks prior to their expected last day of employment. Failure to give such notice may result in forfeiture of any vacation, personal or sick time.
- 2.24 Absence from the Building - Paraprofessionals will not leave their buildings during working hours, with the exception of their duty-free period.
- 2.25 Absenteeism and Tardiness - Absenteeism or tardiness shall be avoided whenever possible.
- 2.26 Additional Payment for Student Supervision - Paraprofessionals, as in the case with all instructional personnel, will assume an active role in supervising students throughout their work day.

If the District or Building Administrator assigns an eligible Paraprofessional as a substitute teacher, the Paraprofessional will be paid an additional stipend of \$25.00 for a full day, \$12.50 for a half day but less than a full day, in addition to their regular hourly rate of pay as a Paraprofessional.

- 2.27 Absence of One-on-One Student - If a one-on-one student is absent, the Paraprofessional will be declared surplus and may be assigned to classroom or office duties. If a one-on-one student of an LRE Paraprofessional moves or is ill, the LRE Paraprofessional will be reassigned to other duties until the end of the semester, or until the ill student returns, whichever is sooner.
- 2.28 Adherence to Federal and State ESEA - According to Federal and State ESEA (No Child Left Behind) no Paraprofessional associated with direct student instruction will remain eligible for employment without successful completion of sixty (60) credit hours from an accredited college or an Associates Degree or successful completion of the Work Keys Test. Transcripts and test scores must be received by the District prior to June 30, 2006.

ARTICLE III - DISTRICT RIGHTS

- 3.01 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished therein by the District, shall continue to vest exclusively in and be exercised exclusively by the District 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 this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

- A. The management and administrative control of the District, its properties and facilities; the direction and assignment of work, including but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall employees, schedule hours of work, and to maintain discipline and efficiency; to determine the number and kinds of classifications to be established or continued and the number of employees in such classifications; establish the educational program, curriculum, organization and structure of the schools and the location of the schools; introduce new pedagogical innovations, textbooks and instructional materials; determine the prescribed courses of study and the means of providing a comprehensive program to the students.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

4.01 Definition of Grievance

- A. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific Article and Section of this Agreement.
- B. The term "Paraprofessional" may include a group of Paraprofessionals who are similarly-affected by a grievance.

4.02 Paraprofessional's Right to Present a Grievance - An individual Paraprofessional shall have the right at any time to present his/her own grievance to the District and to have the grievance fully adjusted as long as the adjustment is not inconsistent with the terms of this Agreement and the bargaining representative has been given the opportunity to be presented at such adjustment. If the adjustment is in writing, the bargaining representative shall receive a copy.

4.03 Step 1- Informal-To Building Supervisor - Any Paraprofessional having a grievance, shall within five (5) working days after the occurrence of the alleged violation, or when the employee knew or should have known of the occurrence of the alleged violation, first discuss the matter with their Building Supervisor.

Such discussion shall take place during non-teaching hours or other mutually agreeable times, with the object of resolving it informally. The Supervisor shall give his decision to

the Paraprofessional within five (5) working days from the date of the informal discussion.

- 4.04 Step 2-Formal-To Director of Human Resources - If the grievance is not resolved in Step 1, the Paraprofessional and the Union may reduce the grievance to writing, and present the grievance to the Director of Human Resources for his/her written answer. The written grievance shall be on a form attached to this Agreement, must be filed within five (5) working days after the date of the Supervisor's oral answer in Step One, and in any event, within twenty (20) working days after the occurrence of the alleged violation, and shall be signed and dated by the Paraprofessional(s) and Union President, or his/her designee. The Director of Human Resources and/or his/her designee, shall give the Paraprofessional an answer, in writing, no later than ten (10) working days after receipt of the written grievance.
- 4.05 Step 3-To the Superintendent - If the grievance is not resolved in Step Two, the Paraprofessional and Union may, within five (5) working days after the answer in Step Two, appeal the grievance to the Superintendent of Schools or his/her designee. The appeal shall be in writing and shall be signed by both the Paraprofessional and the Union President or his/her designee.
- 4.06 Step 4-Arbitration - If the grievance is not satisfactorily resolved at Step 3, the Union or the Board may submit the grievance to arbitration by filing a Demand for Arbitration within fifteen (15) days from the date of the Step 3 answer. If the grievance is appealed by the Union, the written notice shall be given to the Superintendent. If the grievance is filed by the District, the written notice shall be given to the Union. All arbitration proceedings shall be in accordance with the rules of the American Arbitration Association governing labor arbitration.

Within ten (10) days following receipt of the Notice to Arbitrate, a representative from the Union and the Director of Human Resources (or his/her designee) shall either mutually agree to one of the arbitrators from the panel below, or select one of the arbitrators from the panel below by blind draw.

The arbitrators on the panel list shall be:

Thomas Gravelle
Mario Chiesa
Anne Patton
Mark Glazer

Multiple grievances may not be submitted at the same time to the same arbitrator unless by mutual agreement.

The decision of the Arbitrator shall be final and binding upon the District, the Union, and the Paraprofessional(s) involved.

- 4.07 Powers of the Arbitrator - The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the District where the District is given discretion by the terms of this Agreement or by the nature of the area in which the District was acting.
- 4.08 Filing Fees and Costs of Arbitration - The filing fee and the cost for the services of the Arbitrator, including per diem expenses, shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.
- 4.09 Time Limits - Any grievance not advanced to the next step within the time limit in that step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Union, in writing, then the new date shall prevail.
- 4.10 Back Wages - Except in the case of payroll error, the District shall not be required to pay back wages more than five (5) days prior to the date a written grievance is filed.
- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he/she may have received from any source during the period of backpay. Such employee shall have the burden of showing that he/she was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.
- 4.11 Grievances Occurring Prior to the Effective Date or After Termination of Agreement - Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
- 4.12 Settlement of Grievance - Any written agreement reached between the District and the Union representative is binding on all Paraprofessionals affected and cannot be changed by any individual.
- 4.13 Processing of Grievance During Non-Working Hours - Grievances arising under this Article shall be processed during non-working hours unless mutually agreed otherwise.
- 4.14 Processing of Grievance After Resignation - No grievance shall be filed or processed further by a Paraprofessional or the Union after the effective date of the Paraprofessional's resignation.

- 4.15 The Union shall notify the District, in writing, of the names of the Union President and Building Representatives. The District shall not be obligated to recognize the Union President or Building Representatives until their names have been so certified, in writing, to the District.

ARTICLE V - NO-STRIKE CLAUSE

- 5.01 No Strike or Work Interference - The Union and the Paraprofessionals agree that during the entire life of this Agreement, there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.
- 5.02 Action by Union - The Union further agrees that it will take prompt action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, or work interference or curtailments of any kind by notifying the Paraprofessionals and the public that it disavows these acts.
- 5.03 Discipline Including Discharge of Paraprofessional - The Union agrees that the District has the right to discipline (including discharge) any and all Paraprofessionals who violate this Article and accordingly the severity of the discipline may not be reduced in an arbitration proceeding under this Agreement.
- 5.04 Legal Remedies - The Board of Education, in the event of a violation of this Article, shall have the right, in addition to any other remedies available at law, to obtain injunctive relief for breach hereof against the Union and Paraprofessionals, provided, however, that if the Union promptly disclaims, in writing, within forty-eight (48) hours, to the Board and publicly, responsibility for any activity prohibited thereby, it will not be liable for damages therefore.

ARTICLE VI - SENIORITY, LAYOFF AND RECALL, GENERAL WORKING CONDITIONS

- 6.01 Probationary Period - During a Paraprofessional's first ninety (90) student attendance days (days students are in school), exclusive of leaves of absence, he/she shall be considered to be in a period of probation.
- 6.02 Definition of Seniority - Seniority shall be defined as length of service in the bargaining unit, starting with his/her first day of work in the bargaining unit after completion of the probationary period, exclusive of layoff and unpaid leave days (exceptions listed in 8.02A and 8.06A). During such layoff and/or unpaid leave periods, seniority shall not continue to accrue but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave, except as otherwise provided in 6.05 below.
- 6.03 Placement on Seniority List - After completion of the probationary period, Paraprofessionals shall be placed on a seniority list as of the first day worked. Seniority for Paraprofessionals who have the same first work day shall be determined by the last four

digits of the Paraprofessional's social security number with the higher social security number having priority over the lower number.

- 6.04 Posting of Seniority List - Upon ratification of this Agreement, the District will post a seniority list for the bargaining unit. Each year thereafter, within two (2) months following the commencement of the academic school year, the district shall provide copies of a current seniority list. This list shall be posted on building bulletin boards. The Union shall be provided with a copy one week in advance of the seniority list being sent to the buildings.

If written notification is not received by the Director of Human Resources from either the Union or the individual Paraprofessional, within ten (10) working days from the posting date, it shall be presumed that the list is accurate and no further appeal shall be allowed. In no event will the District be required to pay backpay prior to the posting date by reason of the correction of an error on such initial list.

- 6.05 Termination of Seniority - A Paraprofessional shall be terminated and lose seniority rights if he/she:

- A. Quits.
- B. Is discharged.
- C. Is laid off for a period of three (3) years or the Paraprofessional's seniority at the time of layoff, whichever is less.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence from work without properly notifying the District according to the call-in procedure set forth in 6.10 of this Article.
- F. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
- G. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
- H. An employee 1) transferred; or 2) promoted to a supervisory position outside the bargaining unit, shall retain and accumulate seniority for one year. After one year, his/her seniority shall be frozen. In the event the employee is returned to the bargaining unit by the District, he/she may exercise his/her accumulated frozen seniority.

I. Retires.

- 6.06 Discipline of Probationary Paraprofessional - In the period of probation, the Director of Human Resources or his/her designee, shall have the right to discipline, discharge, suspend or layoff the probationary Paraprofessional and such action will not be subject to the grievance procedure. Provided, however, a conference with the Director of Human Resources or his/her designee will be held upon the written request of the probationary Paraprofessional filed in the Human Resources Office within ten (10) days following the action of discipline, suspension, discharge or layoff.
- 6.07 Discipline of Seniority Paraprofessional - A seniority Paraprofessional shall not be suspended or discharged without just cause.

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all seniority Paraprofessionals for stated and just cause.

Just cause shall include, but not be limited to, misappropriation of funds, theft, assault, fighting, insubordination, being under the influence of alcohol or drugs, drinking alcohol while on District premises or on duty, taking prescribed drugs in excess of the proper dosage, illegal use of drugs or narcotics, gambling, abusive treatment to the public or students, falsification of employment application or other District records, or for other misconduct which reflects adversely on the District or impairs the employee's ability to perform his/her job, including violation of the District's policies on Workplace Violence, Sexual Harassment and Drug and Alcoholism.

The parties recognize the unique characteristics of the District and the importance of maintaining a high standard of conduct among employees. When disciplinary measures are to be taken, they shall include, but not be limited to, the following:

1. Written Warning
2. Written Reprimand
3. 1 to 3-Day Suspension
4. 3 to 5-Day Suspension
5. Discharge

While the District subscribes to the principle of progressive discipline, it is understood that based on the seriousness and nature of the offense and other applicable factors, disciplinary action may be initiated at any step.

If an employee is on the premises at the time of his/her suspension or discharge, the employee shall, upon request, be permitted to discuss the matter with an available Union Representative before being required to leave the premises unless circumstances make it advisable to remove the employee from the premises immediately.

6.08 Layoff and Recall

- A. In the event that the District determines that it is necessary to reduce the number of Paraprofessional(s) through lay off the Paraprofessional(s) with the highest seniority in the affected job assignment will be given the opportunity to accept a voluntary lay off.

If there are no volunteers, the Paraprofessional with the lowest seniority will be laid-off first utilizing the following process:

First, the Paraprofessional(s) in the affected job assignment will be declared surplus, provided the remaining Paraprofessionals in that job assignment have the ability to perform the available work;

Second, the surplus Paraprofessional(s) shall bump the least senior Paraprofessional(s) with like hours. If there is no least senior with like hours, then the surplus Paraprofessional shall bump the least senior in the bargaining unit, regardless of hours, providing the surplus Paraprofessional has more seniority than said least senior, and has the ability to perform the available work. The least senior shall then be laid-off.

- B. When a position(s) in the bargaining unit is declared vacant by the District, the laid-off Paraprofessionals shall be recalled in order of seniority, starting with the most senior, providing the Paraprofessional has the ability to perform the available work. If there is a higher seniority Paraprofessional returning from a leave of absence who has given proper notification of intent to return, said higher seniority Paraprofessional will be placed in the vacancy provided he/she has the ability to perform the available work.
- C. For purposes of this article, a Paraprofessional shall be deemed to have the ability to perform the available work if the employee can perform the work with simple instructions and/or required training not to exceed two weeks.
- D. During layoff, neither wages nor fringe benefits will be paid, nor will sick wage increments or seniority accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated.
- E. In the event a Paraprofessional on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Human Resources Office, and such Paraprofessional does not notify the Director of Human Resources in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such Paraprofessional shall have no further rights of reinstatement unless approved by the Director of

Human Resources in writing. It is understood that it is a Paraprofessional's responsibility, while on layoff, to keep the Director of Human Resources informed in writing of his/her current address and his/her failure to do so constitutes a waiver of his/her reinstatement rights.

- F. The ten (10) day limitation in which the Paraprofessional has to notify the District of his/her acceptance, as set forth in Section C above, may be waived by mutual written agreement between the Union and the District.
 - G. If a laid off employee is terminated and loses seniority under Section 6.05, paragraph C and is later rehired, said person shall have their sick bank reinstated to the balance at the time of their layoff, once they have fulfilled the probationary requirement and regained seniority.
 - H. Current job assignments are LRE Paraprofessional, Media Center Paraprofessional, Building Paraprofessional, Resource Room Paraprofessional, Multi-Disciplinary Paraprofessional, Learning Consultant Paraprofessional, Categorical Classroom Paraprofessional, ECIP Paraprofessional and ESL Paraprofessional.
 - I. Temporary adjustments or layoffs to the workforce not to exceed ten (10) working days due to such things as emergencies, breakdown of equipment, fire, flood, labor dispute, civil disorder or other conditions beyond the control of the District may be made without application to the above provisions. There shall be no loss of seniority because of such a layoff.
 - J. In the event the District schedules a shortened workweek (including reducing hours) for an employee or group of employees within job assignment, such shall not be considered a layoff and the provisions of this Article shall not apply. However, if the result of the reduced workweek is to lower a Paraprofessional's hours by one (1) hour per day or more or the reduction results in loss of benefits (i.e., below 20 hours), a Paraprofessional so reduced shall be considered to have been laid-off and shall be entitled to the bumping rights set forth above.
- 6.09 Address and Telephone Number - It shall be the responsibility of each Paraprofessional to notify the District of any change of address or telephone number. The Paraprofessional's address and telephone number, as it appears on the District's records, shall be conclusive when used in connection with all notices to Paraprofessional.

6.10 Building Closings

A. In any situation (such as severe weather, hazardous road conditions, heating plant failure, etc.) when in the opinion of the Superintendent of Schools, it is necessary to discontinue classes for pupils in any one school building or in the entire District, information will be provided through a designated radio station or by telephoning the Paraprofessional sixty (60) minutes before reporting time, where possible. It is expected that Paraprofessionals will report to work at the regular time and location for assignment unless notified otherwise by the Superintendent or his designee of their reassignment.

B. When a school(s) is closed by the District due to inclement weather or other emergency, Paraprofessionals shall not report to work unless otherwise directed.

Paraprofessionals will be paid for the first two school closing days due to Act of God if they are not otherwise reassigned.

Paraprofessionals may be granted pay for other days missed due to a school closing or allowed to make-up the days at the sole discretion of the Superintendent or his/her designee.

6.11 Reporting Child Abuse and Neglect - All Paraprofessionals shall be given copies of Administrative Policies and a clear statement on the procedure for reporting child abuse and neglect.

6.12 Equipment and Supplies - Paraprofessionals shall have access to available instructional equipment and supplies deemed by the District to be necessary in the performance of their duties.

6.13 Behavior Objectives - Paraprofessionals shall not be responsible for writing or developing behavior objectives or lesson plans. However, they are expected to work with and assist the teacher in this endeavor.

6.14 Treatment of Students - Paraprofessionals will not use corporal punishment and will not verbally or physically abuse students.

6.15 Evaluations - All seniority Paraprofessionals will receive a written performance evaluation from the supervisor a minimum of once each three (3) years.

6.16 Conflict Between Teacher and Paraprofessional - In the event a problem exists between a Paraprofessional and his/her teacher, the matter shall be brought to the attention of the principal who shall attempt to resolve the problem on an informal basis.

ARTICLE VII - VACANCIES, TRANSFERS AND ASSIGNMENTS

- 7.01 Definition of Vacancy - A vacancy is a position that arises by virtue of a newly-created position, a resignation, a termination, or an approved leave of absence exceeding twelve (12) weeks which the District desires to fill.
- 7.02 Posting of Vacancies - Whenever the Director of Human Resources or his/her designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for seven (7) calendar days on the paraprofessional bulletin board and the District website.
- 7.03 Filling of Vacancies - Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District if the Director of Human Resources or his designee agrees.

Vacancies and new positions will be filled from present bargaining unit applicants who have completed their probationary period, have filed a letter of intent within seven days of posting 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 shall notify the Union. The District may hire an external applicant.

- 7.04 Employees on Layoff - Employees on layoff and returning from a leave of absence shall be placed before hiring a new employee, provided the employee is deemed qualified to perform the available work, as provided in Section 6.08.B.
- 7.05 Involuntary Transfer - Before an employee is involuntarily transferred to another building or site, the District agrees to consider the effected employee(s) work experience, training, qualifications, previous transfer requests, and seniority.
- 7.06 Transfer Requests - In order to give consideration to the desires of employees, Paraprofessionals desiring to transfer to a different job assignment or to a different building shall file a transfer request with the building principal and a copy to the Human Resource Department. The request shall specify the job or building assignment. Transfer requests shall be kept on file for a period of twelve (12) months. Such transfer requests must be filed on or before June 1st for the coming school year.

Under normal circumstances, internal building transfer requests are considered before transfer requests between buildings, and requests from seniority Paraprofessionals are considered before new hires.

Transfer placements within the classification of Paraprofessional, shall continue to be the right of the District based on District needs, the best interests of students, the

consideration of the desires of the employee and seniority. The decision of the District, however, in making transfer placements or filling vacancies, shall be final.

- 7.07 Temporary Filling of Vacancy - Until a qualified applicant is selected, the Director of Human Resources or his/her designee may fill a vacancy on a temporary basis, but if the temporary employee applies for the vacancy, he/she shall not be considered to have greater qualifications than other applicants.
- 7.08 District Employee Hired Into Bargaining Unit - In the event a Northville Public Schools employee is hired to fill a vacancy in the bargaining unit, said individual will carry his/her sick bank over and applicable waiting periods for inservices will be waived, provided the individual has been continuously employed by the District for at least one (1) year prior to such hire and is currently covered under applicable District insurances. Such individual shall still be subject to the probationary period set forth in Article VI, Section 6.01 and seniority shall be as set forth in 6.02.

ARTICLE VIII - LEAVES OF ABSENCE

8.01 Sick Leave

- A. For all employees hired on or after July 1, 2006, seniority Paraprofessionals working a minimum of twenty (20) hours per week shall be entitled to sick days equal to the number of hours that they are normally scheduled to work per day, at the rate of one (1) day per month of work for up to ten (10) days per year (September through June).

Paraprofessionals hired prior to July 1, 2006 will continue to earn sick days at the current rate (i.e., one (1) day per month, up to ten (10) days, with less than five (5) years and one and one-half (1-1/2) days per month, up to fifteen (15) days, with five (5) or more years of seniority).

A month of work is defined as working fifty percent (50%) or more of the workdays in the month

Probationary employees shall accumulate sick leave at the rate of one (1) day per month of work; however, it shall not be considered earned and credited to the probationary employee's sick bank until the probationary employee obtains seniority status.

1. Paraprofessionals who are going to be absent due to illness must report said absence to the District sub-finder system no later than sixty (60) minutes prior to their regular reporting time on the day of the absence.

2. All requests for sick leave are subject to approval by the Director of Human Resources or his/her designee; proof of illness or disability may be required if reasonable suspicion of abuse exists.
 3. Paraprofessionals may use their yearly sick leave allocation in order to care for a member of their immediate family who has a health condition. Immediate family is defined as father, mother, spouse, children, sister, brother, father-in-law, mother-in-law, parental grandparents or grandchildren. When the use of family illness days exceeds three (3) consecutive workdays, the Superintendent or designee may require the Paraprofessional to provide a statement setting forth the specific illness or disability of the family member and the expected length of absence. At District discretion, this provision may be used in conjunction with the FMLA provision (8.09).
 4. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid an employee if he/she would have been otherwise scheduled to work, but for the illness or disability.
- B. Sick days shall be posted to the Paraprofessional's bank following the month earned.
- C. Any sick leave not used by the end of each year shall be added to the yearly sick leave allocation for the following year, up to a maximum of one hundred ninety (190) days. Current employees with more than one hundred ninety (190) days in their yearly sick leave allocation will have their sick bank capped at the time of ratification.
- D. In the event of an absence of a Paraprofessional due to personal illness or disability in excess of three (3) consecutive working days, then, at the Paraprofessional's expense, the Superintendent, or his designee, may require the Paraprofessional to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
- E. The District agrees to pay regular full-time employees with ten (10) or more years of active service to the Northville Public Schools, upon retirement from the School District, one-half of their regular daily rate for each single day of unused sick leave. To be eligible for retirement benefits, an employee must notify the District seventy (70) days prior to his/her retirement date of his/her application to the Michigan School Retirement Fund, and submit proof to the effect that he/she will actually receive retirement benefits for the period commencing on the first day of the month following the month of termination.

- F. A physician's verification of personal or family illness may be requested by the Office of Human Resources at the employee's expense, when the employee's absence immediately precedes or follows a vacation or a District holiday.
- G. In order to protect the children of the District, upon the recommendation of the Director of Human Resources, the Superintendent may, at the District's expense, have an employee take a physical or mental examination to determine whether involuntary sick leave is warranted, providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Superintendent. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.

8.02 Extended Sick Leave -

- A. Any Paraprofessional whose personal illness extends beyond the period compensated under 8.01A. above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the Paraprofessional to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of Education, or its designee. Any health leave granted under this Section A shall be without pay or fringe benefits, seniority accrual (seniority ceases to accrue on the eleventh day if the leave exceeds thirty (30) consecutive work days), or sick day accrual. Written notice of intention to return to work shall be given in writing to the Director of Human Resources at least thirty (30) days prior to the expiration of the granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the Paraprofessional's right to employment in the School District.
- B. If a Paraprofessional reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, he/she shall immediately notify the Human Resources Office of this fact, and shall provide the Human Resources Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the Paraprofessional's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a Paraprofessional will comply with this section at least six (6) months before the expected date of birth.
- C. In the event a Paraprofessional is unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, then the Superintendent, or his/her designee, may periodically require the Paraprofessional, at the Paraprofessional's expense, to submit a physician's statement verifying the continued medical necessity for the Paraprofessional's

absence and, again, setting forth the specific illness or disability and the expected length of the absence.

- D. In all cases where the Paraprofessional has been absent for more than fifteen (15) working days, the Paraprofessional shall provide the Human Resources Office, before returning to work, a physician's statement certifying that the Paraprofessional has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions
- E. The Director of Human Resources, or his/her designee, may, at any time, require a Paraprofessional, at the District's expense, to be examined by a District appointed physician to determine if the Paraprofessional is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions. In addition to the employee authorizing the District's appointed physician to conduct such physical or mental examinations as the physician deems necessary, the employee shall sign such documents and medical release forms which are necessary in order for the District's physician or Office of Human Resources to secure from the employee's physician copies of all of his/her pertinent medical records, subject to the restrictions of HIPPA.
- F. If a Paraprofessional's leave of absence due to illness or disability was fully compensated by paid sick days from the Paraprofessional's sick bank, and the leave of absence did not exceed twelve weeks or sixty (60) school days, then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be assigned to his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded twelve week or sixty (60) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be returned to work and assigned by the Superintendent, or his designee, to a vacant position within the bargaining unit for which he/she is qualified, determined by the Personnel Director, or his/her designee. If no such vacancy exists, the employee may bump the least Paraprofessional at the beginning of the school year following the expiration of the granted leave of absence, provided he/she has more seniority than said the least senior Paraprofessional.

In the event an illness or disability necessitates that a Paraprofessional be absent more school days than what is compensated by the Paraprofessional's sick bank, and the Paraprofessional was granted an unpaid leave under Section A. above, then, upon submission to the District of the appropriate physician's statement, the Paraprofessional shall be entitled, following recovery, to be assigned by the Director of Human Resources, or his/her designee, to a vacant position for which the Director of Human Resources, or his/her designee, determines he/she is qualified.

- G. Notwithstanding any other provision of this Article, to the contrary, in the event a Paraprofessional is requested, in writing, by the School District, at any time, to fill an available position in the bargaining unit following the paraprofessional's recovery from the illness or disability, and the Paraprofessional does not report to work in that position on the designated date set forth in the notification, then such Paraprofessional shall have no further rights of reinstatement, and the Paraprofessional's failure of acceptance shall be treated as resignation of employment.
- H. When a Paraprofessional has taken a health leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to the leave of absence.
- I. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the Paraprofessional if he/she would have been otherwise scheduled to work, but for the illness or disability.
- J. If the Paraprofessional's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the Paraprofessional is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.
- K. Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.
- L. In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.
- M. It shall be the sole and only function of the arbitrator, after due investigation, to render a decision whether the Paraprofessional was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's decision is in favor of the School District, the arbitrator's decision shall require the Paraprofessional to return all monies expended by the School District in paying any salary and fringe benefits during the time the Paraprofessional was not

disabled or ill. Any disciplinary action the School District shall take shall not be decided by the arbitrator under this provision.

- N. The cost of the services of the physician arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be borne equally by the School District and the Union. All other expenses shall be borne by the parties incurring them and neither party will be responsible for the expenses of the witnesses called by the other.
- O. There shall be no appeal from the physician arbitrator's decision. It shall be final and binding on the Association, its members, the Paraprofessional involved, and the School District if the decision is within the scope of the physician arbitrator's authority as set forth above.
- P. If the School District disputes the illness or disability of the Paraprofessional, and the absence of the Paraprofessional will be, is, or was reasonably expected to be less than thirty (30) working days, then the issue shall be resolved according to law and will not be subject to resolution by Section K, above.
- Q. As used herein, the term physician shall mean a licensed physician M.D., or a licensed osteopath O.D., or to a hospital or clinic wherein the Paraprofessional was treated by a licensed physician or osteopath.

8.03 Business Days

- A. A Paraprofessional working a minimum of twenty (20) hours shall be entitled to one (1) day during each half of the standard school year for time necessary to conduct a business transaction which is impossible to do on a weekend, during a school recess or after the Paraprofessional's hours of work. The request for a business day shall be made in writing, except in the case of an emergency, must be made to the Director of Human Resources of his/her designee at least five (5) days prior to the requested date. Business days may not be taken immediately preceding or following a holiday, a weekend in conjunction with a holiday, or school recess. Unused business days shall be added to the Paraprofessional's sick bank at the beginning of the school year as established in the calendar adopted by the School District. If requested by the School District, a Paraprofessional is required to set forth the reason for the leave as a condition for the leave.
 - 1. Paraprofessionals working less than twenty (20) hours per week or less than one hundred eighty (180) days shall not be entitled to business days.
 - 2. Business days used shall be deducted from sick leave.
- B. Under extenuating circumstances, two (2) consecutive business days may be requested by a Paraprofessional. Any such request shall be in writing stating the

reason for the request and submitted to the Director of Human Resources a minimum of five (5) working days prior to the dates requested. The granting or denial of two (2) consecutive business days shall be at the sole discretion of the District and not subject to the grievance procedure.

- C. During the course of a year, extenuating circumstances may require an additional day(s). Said day(s) may be granted with the prior approval of the Director of Human Resources. However, appropriate verification satisfactory to the District must be submitted beforehand. Said days will be subtracted from the employee's sick bank. The granting or denial of additional days will be at the sole discretion of the District and not subject to the grievance procedure.

8.04 Funeral Leave

- A. All Paraprofessional whose assignment is a minimum of twenty (20) hours per week and who are assigned to work not less than one hundred eighty (180) days per year shall be entitled to be absent without loss of pay for up to three (3) normally-scheduled working days following the death, for time necessary to attend the funeral of a member of the Paraprofessional's immediate family. For purposes of this article, immediate family shall be defined as father, mother, spouse, parent of spouse, sister, brother, grandparent, step-parent, step-child, step-brother/sister, foster child living in the home and legal guardian, grandparent of spouse, child, grandchild, step-parents, step-child, step-brother/sister, foster child living in the home and legal guardian. Said days will not be deducted from sick leave. If the funeral is two hundred (200) miles or more from the Paraprofessional's home, they shall be granted one (1) additional day. The Paraprofessional shall submit written documentation of attendance if requested to do so by the District.
 - 1. One funeral leave day may be granted with prior approval of the Director of Human Resources to attend the funeral of other members of the employee's family, not deducted from sick leave.
- B. When death occurs to the following seniority Paraprofessional's relatives: brother-in-law, sister-in-law, aunt, uncle, niece, nephew, the Paraprofessional shall be excused one (1) day, the day of the funeral. This day will not be deducted from the employee's sick bank. Written documentation shall be provided if requested by the District.

8.05 Military Leave - Military leave of absence, without wages or fringe benefits, shall be granted to any regular full-time Paraprofessional who shall be inducted, or who shall enlist, for one period of enlistment for military duty in any branch of the Armed Forces of the United States, including being called to active duty in the United States Reserves. A Paraprofessional shall be reinstated to the first available vacancy provided he/she applies for reinstatement within sixty (60) days after release from such military service.

8.06 Jury Leave

- A. A regular full-time seniority Paraprofessional shall be granted a leave of absence not deductible from his/her earned sick leave for jury duty.
- B. A Paraprofessional who serves on jury duty on a scheduled work day shall endorse the juror's pay over to the Northville Public Schools, minus the mileage allowance and will be paid their regular pay rate for the day(s).
- C. The District reserves the right to ask to have the Paraprofessional excused from jury duty and the Paraprofessional agrees to assist the District in this effort if requested.
- D. A regular, full-time seniority Paraprofessional requested to appear in Court to give testimony in a case connected with the Paraprofessional's employment with the District shall be granted a leave of absence not deducted from his/her earned sick leave, provided such appearance is not brought about by an illegal and/or negligent action on the part of the Paraprofessional or by an action against the District by the Union or employee.

8.07 Union Business Days - The Union will be entitled to five (5) days per school year for Union business. Said days must be requested in writing by the Union President and have the prior approval of the Director of Human Resources before they are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or for collective bargaining. The Union shall pay for the cost of the substitute if one is utilized.

8.08 Other Leaves

- A. Leaves of absence without wages, fringe benefits or seniority accrual (seniority ceases to accrue if the leave exceeds ten (10) consecutive work days), other than those listed above, may be granted at the discretion of the Director of Human Resources. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Director of Human Resources at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the Paraprofessional's right to employment in the School District.
- C. Upon expiration of the granted leave and timely and proper notice to the Director of Human Resources, the Paraprofessional shall be assigned to a vacant position for which, in the judgment of the Director of Human Resources he/she is fully qualified and has the ability to perform.

- D. When a Paraprofessional is granted such a leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to leave of absence and sick days held at the start of the leave shall be reinstated

8.09 Family and Medical Leave Act - The District shall grant, per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- A. Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty(30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.
- B. Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
1. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 2. Because of the placement of a son or daughter with the employee for adoption or foster care.
 3. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
 4. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District, at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

The District, at its sole option, may require the employee to use accrued paid leave prior to beginning an unpaid leave under the Family and Medical Leave Act.

No employee will be required to withdraw their personal accrued sick bank below a total of ten (10) days unless it is the result of the employee's own serious health conditions.

ARTICLE IX - COMPENSATION

9.01 Wages -

- A. Wage rates for Paraprofessionals are set forth in Appendix A, attached to this Agreement.
- B. While it is understood that the designation of a classification or a job assignment is not intended to designate job content or to restrict work assignments, it is understood that should the District change the duties of a classification or job assignment to the extent that materially different skills or responsibilities are required, the Union has the right to bargain over the rate for such new job.

Moreover, prior to making such change, the District shall meet with the Union to discuss the proposed changes.

- C. The steps in the salary schedule are based upon years of employment in the District. Employees hired prior to February 1st of a school year will move to the next step at the beginning of the next school year. Employees hired after February 1st of a school year will remain on their step for the next school year.

9.02 Previous Experience or Education at Time of Hire - The District, at its sole discretion, may hire a Paraprofessional on Steps 0, 1 or 2 of the salary schedule in recognition of outside experience or an earned degree from an accredited college or university. Credit for outside experience shall only be granted at the time of initial employment or within the first ninety (90) days of employment. The District will inform the Union President, and verify the employee's outside experience or educational background.

9.03 Hours of Work

- A. The normal workday for Paraprofessionals shall be established by the District and may vary between job assignments. The District has the right to decide starting and ending times for each Paraprofessional, and to assign lunch and break periods.
- B. Paraprofessionals regularly-scheduled to work thirty (30) hours per week may take a thirty (30) minute unpaid lunch per day and one paid fifteen (15) minute break.

9.04 Paid Days

- A. The normal work year shall be the days of student instruction (currently 180).
- B. Paraprofessionals will be paid to attend one (1) teacher workday prior to the start of school.
- C. Additional Work Days - Learning Consultants, Resource, Categorical Classroom and Media Paraprofessionals will work one (1) additional day in June to assist in gathering and cataloging materials.
- D. Conference Days - Learning Consultants, Resource, Categorical and Media Paraprofessionals will also work their regular schedule during conference half-days.

9.05 Professional Development

- A. At the discretion of Administration, and based upon District need, Paraprofessional(s) will be paid to attend scheduled Professional Development days.
- B. Paraprofessionals will have responsibility for assisting the Administration in planning for appropriate activities in which the Paraprofessionals will participate, if Administration determines Professional Development will be separate from the teachers.
- C. The District agrees to budget \$2,000 per year to enable employees to attend approved conferences, workshops and visitations in topical areas directly related to their work assignment as approved by the immediate supervisor and Director of Human Resources. Actual allocation of such funds is subject to budgetary constraints placed by the Superintendent in any given year.

- 9.06 Paid Holidays - Seniority Paraprofessionals will receive a paid holiday for Labor Day and Thanksgiving Day, provided the Paraprofessional must have worked the last scheduled work day prior to the holiday and the next scheduled work day after the holiday.

Effective July 1, 2006, Christmas Day shall be added as a paid holiday.

- 9.07 Medical LRE Stipend - The District will determine the need for Medical LRE's in a building and shall be responsible for their selection and assignment. Paraprofessionals who are interested in being a Medical LRE may file a written request with the Human Resources Department pursuant to Article 7.06.

Effective July 1, 2006, newly-appointed Medical LRE's shall receive a stipend of Six Hundred Fifty Dollars (\$650) per semester. Said stipend will be paid at the end of the semester. It will be prorated for any leaves of absence in excess of ten days in the semester.

Medical LRE's hired prior to July 1, 2006, shall be red-circled at their current Medical LRE pay rate, as long as they remain a Medical LRE, until the negotiated salary schedule and Medical LRE stipend exceeds their current rate.

9.08 Tuition Reimbursement

- A. Full-time, seniority Paraprofessionals will be eligible for reimbursement for actual tuition expenses paid not to exceed Five Hundred Dollars (\$500.00). Reimbursement must be directly related to the Paraprofessional's area of work and have the prior approval of the Superintendent, or his/her designee.

To be eligible for reimbursement, the employee must have worked 90% of all scheduled work days in the seven (7) month period immediately preceding the corresponding reimbursement deadline. For purposes of this article, attendance shall include the use of sick days, family illness days, business days and days off without pay. Additionally, entitlement to reimbursement shall require the Paraprofessional earn not less than a minimum grade of "C."

B. Qualifications for tuition reimbursement will include:

1. Completed application form as provided by the District.
2. Appropriate verification indicating satisfactory completion of course(s) taken.
3. Copy of appropriate tuition receipt.
4. Copy of Superintendent's approval.

C. The dates for filing application for tuition reimbursement will be:

1. Courses which are concluded between May 1 and August 31: October 15 or February 15 immediately following the academic term of semester.
2. Courses which are concluded between September 1 and December 31: February 15 or June 15 immediately following the academic term or semester.
3. Courses which are concluded between January 1 and April 30: June 15 or October 15 immediately following the academic term or semester.

D. Eligible tuition reimbursement for courses completed in accord with this Section shall be made to Paraprofessional within fifteen (15) days following the deadline (October 15, February 15, and June 15) for filing for same.

E. If a Paraprofessional does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she shall forfeit his/her right to tuition reimbursement for that course(s) only.

9.09 Longevity - Paraprofessionals will be paid longevity based upon a One Hundred Eighty (180) workday schedule, calculated using the scheduled work hours at the beginning of each new school year and the rate listed below. It will not accrue on the base salary.

	<u>2005/06</u>	<u>06/07 and Thereafter</u>
Start of 8th Year	\$.31 per hour	\$.35 per hour
Start of 11th Year	\$.92 per hour	\$.95 per hour
Start of 15th Year	\$1.22 per hour	\$1.25 per hour

9.10 Mileage Allowance - Paraprofessionals will be paid at the rate established by the Board of Education policy for approved use of their personal automobile on school business.

9.11 Bi-Weekly Salary Payments - Paraprofessionals shall be paid bi-weekly.

9.12 Damage to Personal Property

A. If, in the performance of his/her regular or assigned duties, a Paraprofessional suffers damage to his/her personal property (excluding money, jewelry, automobile or delicate clothing), the District shall either repair, replace or make a cash reimbursement to the Paraprofessional based upon the fair market value at the time of the damage.

No reimbursement shall take place:

1. If the Paraprofessional's negligence contributed to the damage.
2. The damage for a single occurrence was less than ten dollars (\$10.00).
3. The Paraprofessional failed to file a written claim form, provided by the district, within ten (10) working days from the date of damage occurring.

B. In no event shall the total accumulated reimbursement for any one Paraprofessional exceed two hundred dollars (\$200.00) in an academic school year.

9.13 Workers' Compensation - Any employee who is absent from work due to an injury or disease compensable under the Michigan Worker's Compensation Act will receive from the Board of Education the difference between the allowance under the Act and his/her regular salary for a period of time that funds from his/her accumulated sick leave bank will provide, but not to exceed one year.

When the employee returns, one-half (1/2) of the portion of his/her sick leave bank used will be returned to his/her sick bank.

In addition, the Board of Education will pay either the regular or the difference between the regular salary and the allowance under the Act for all working days prior to the eighth day after injury or disease without loss or credit from the sick leave bank.

To be eligible for reimbursement under the terms of this Article, the employee must have worked for the Northville Public Schools for one calendar year in a Paraprofessional position.

9.14 Associate Degree or Sixty (60) Credit Hours - After one (1) year of employment as a District paraprofessional, Paraprofessionals will be paid a Seven Hundred Dollar (\$700) stipend for a minimum of sixty (60) credit hours earned from an accredited college or university, or an Associate's Degree. The employee is responsible for providing the original degree and/or official transcripts to the Human Resources Office.

This stipend will not be added to the base salary of the employee but will be payable with the first check in December annually.

ARTICLE X - INSURANCE

- 10.01 Health Insurance - For the life of this agreement, each eligible member of the Paraprofessional group may enroll in either Health Alliance Plan (HAP) or Blue Cross/Blue Shield PPO. The Paraprofessional shall be required to pay his/her applicable portion of the premium as set forth herein through payroll deduction which is hereby authorized.

The District will provide annual information on the full cost of premiums for health insurance benefits for both carriers (HAP and BCBS PPO) and each category (single, couple and full family) in order to keep employees informed on the cost of their benefit. It is the responsibility of the paraprofessional to notify Human Resources of any change in coverage eligibility or error.

To be eligible for health insurance, the Paraprofessional must be regularly-scheduled to work at least twenty (20) hours or more per week, not less than One Hundred Eighty (180) days per year (i.e., the standard school calendar) and not otherwise be covered by another Employer-paid health plan. An annual disclaimer of coverage must be submitted before the District is required to pay any premiums, as provided in Paragraph L below.

Eligible Paraprofessionals shall be entitled to enroll in a health insurance plan in accordance with the provisions of this agreement.

- A. Eligible Paraprofessionals regularly scheduled to work forty (40) hours per week and not less than one hundred eighty (180) days per year will receive up to full family health coverage.
- B. Eligible Paraprofessionals scheduled to work a minimum of thirty-five (35) hours but less than forty (40) hours per week and not less than one hundred eighty (180) days per year can enroll in a single subscriber (for the employee only).

Eligible Paraprofessionals scheduled to work a minimum of thirty (30) hours but less than forty (40) hours per week and not less than one hundred eighty (180) days per year who enroll in two person or family coverage, will pay a pro-rated cost, based on actual hours worked, as indicated in Article 10.07.

- C. Eligible Paraprofessionals scheduled to work a minimum of twenty (20) hours but less than thirty (30) hours per week and not less than one hundred eighty (180) days per year will receive health coverage prorated, based on actual hours worked, as indicated in Article 10.07.

- D. Effective January 1, 2007, the District will also offer Community Blue 2 PPO with a \$10/\$20 2x mail order prescription drug. Community Blue 2 shall become the base plan. Eligible employees selecting one of the other insurance plans offered by the District shall pay the difference in cost, if any, based on the illustrative rates for the Blue Cross Plans (and the HAP premium rate for HAP), in addition to the applicable premium portion set forth above and as reflected in 10.07.
- E. Full family coverage is limited to spouse and children under age 18, except for children up to age 25 who are attending college full-time.
- F. Paraprofessionals who choose to remain covered by the Traditional Blue Cross/Blue Shield MVF II with Master Medical (Option IV), Prescription Drug Rider and First Aide Emergency Rider will contribute one-half of one percent (.005) of their annual salary, in addition to the difference between the PPO and the Traditional Plan (plus the applicable prorated amount). Said Traditional Plan shall no longer be available after January 1, 2007, except that for the duration of this 2005-07 contract, the one employee currently covered by the Traditional BC/BC MVF-II with Master Medical will continue to be covered as long as this plan is available through Northville Public Schools.
- G. The District will provide a prescription drug program with a \$10.00 co-pay for generic prescription drugs and a \$20.00 co-pay for brand name prescription drugs regardless of plan selected, with two times mail order.
- H. Employees may continue the Voluntary Sterilization Rider (VST) or the Voluntary Abortion Rider (XVA2) provided they pay the premium through voluntary payroll deduction.
- I. The District will provide the PDCM and PCD riders (contraceptive and hormone replacement) to the existing Blue Cross/Blue Shield Plans, with employee payment for said prescriptions made according to established agreement for payment of prescription drug benefits and co-pays.
- J. Married members on the same contract will have one deduction.
- K. In the event a Paraprofessional is eligible for the employer health insurance but elects not to take it because he/she is covered by another employer-paid group health plan, and subsequently loses his/her coverage under the other plan, then said Paraprofessional shall be allowed to enroll in one of the employer paid plans and said coverage shall become effective at the beginning of the next billing period. Verification of coverage or loss thereof shall be required.
- L. In order to avoid double health insurance coverage, Paraprofessionals will be required to certify, in writing, to the District at the time of enrollment and

annually thereafter, that they are not covered by another employer-paid health plan. Paraprofessionals who become covered subsequent to their enrollment shall notify the Human Resources Office of this fact and they will no longer be eligible for coverage under the District plan.

- 10.02 Term Life Insurance - For the life of this Agreement, Paraprofessionals regularly scheduled to work a minimum of thirty (30) hours per week and not less than one hundred eighty (180) days per year who enroll in the plan shall be entitled to twenty-five thousand dollars (\$25,000) of term life insurance, including accidental death and dismemberment.

An additional Twenty-Five Thousand Dollars (\$25,000) of Term Life Insurance will be provided to Paraprofessionals working a minimum of thirty (30) hours per week who elect not to be covered by the District's Health Insurance Policy.

Paraprofessionals regularly scheduled to work twenty (20) hours per week but less than 30 hours per week and not less than one hundred eighty (180) days per year who enroll in the plan shall be entitled to a Fifteen Thousand Dollar (\$15,000) term life insurance policy.

Paraprofessionals regularly scheduled to work a minimum of twenty (20) hours per week and not less than one hundred eighty (180) days per year may purchase additional term life insurance in multiples of ten thousand dollars (\$10,000) up to a maximum of one hundred thousand dollars (\$100,000). Payment for any additional term life insurance shall be by payroll deduction.

- 10.03 Dental Insurance - After one year of service to the District, a Paraprofessional regularly scheduled to work a minimum of thirty (30) hours per week (20 hours for those hired prior to January 1, 1996) and not less than one hundred eighty (180) days per year shall be entitled to enroll in a dental plan paid for by the District.

Orthodontic Rider - The District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen.

The insurance carrier selected by the School District shall provide in its policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

This provision shall be subject to the terms and conditions specified in the District's dental policy and any claim settled between the Paraprofessional and the insurance carrier shall not be subject to the grievance procedure.

10.04 Vision Insurance - After one year of service to the District, a Paraprofessional regularly scheduled to work a minimum of thirty (30) hours per week (20 hours for those hired prior to January 1, 1996), and not less than one hundred eighty (180) days per year shall be entitled to be enrolled in a Vision Care insurance program paid for by the District.

This provision shall be subject to the terms and conditions specified in the District's vision care policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

10.05 Long-Term Disability - Paraprofessionals regularly scheduled to work a minimum of thirty (30) hours per week for a minimum of one hundred eighty (180) days per year shall be entitled to enroll in long-term disability insurance paid for by the District. Paraprofessionals, as defined above, shall be entitled to long-term disability coverage equal to two-thirds (2/3) of their monthly salary capped at two thousand (\$2,000) dollars. The District shall have the right to change the insurance carrier as long as the basic benefits and options set forth in the current policy continue in effect in any new policy issued by a subsequent carrier.

10.06 Limitation of Liability

- A. The insurance benefits provided for in Section 10.01, 10.02, 10.03, 10.4 and 10.5 of this Article shall be subject to the terms and conditions specified in the District's group insurance policies and any claim settlement between the Paraprofessional and the insurance carrier shall not be the basis of a grievance or subject to arbitration.
- B. The District, by payment of the premium payments and submission of the employees application required to provide the coverage as agreed upon, shall be relieved from all liability with respect to the benefits provided in this Article. The failure of an insurance company to provide any of the benefits which it has contracted for shall not result in any liability to the District or the Union.

10.07 Schedule of Prorated Payments

<u>Regularly Scheduled Hours Worked Per Week</u>	<u>Prorated Portion of Premium Paid by District</u>	<u>Prorated Portion of Premium Paid by Paraprofessional</u>
20	50%	50%
21	52%	48%
22	55%	45%
24	60%	40%
25	62%	38%
26	65%	35%
27	67%	33%
28	70%	30%

29	72%	28%
30	75%	25%
31	77%	23%
32	80%	20%
33	82%	18%
34	85%	15%
35	93%	7%
36	94%	6%
37	95%	5%
38	96%	4%
39	97%	3%
40	100%	--

The premium in the case of the Blue Cross Traditional and PPO is the illustrative rate computed annually by the provider. The number of hours regularly-scheduled to work shall be rounded to the nearest half-hour. A payroll deduction is hereby authorized.

10.08 Start of Coverage - An eligible employee who enrolls in the above plan(s) shall become insured at the beginning of the next monthly billing period following completion of his/her probationary period in the case of health insurance, long-term disability and life insurance and following completion of one (1) year of service in the case Vision and Dental insurance. If away from work due to disability, leave of absence, etc., on the date insurance is to be effective, said employee will be insured at the beginning of the next billing period following return to active employment.

10.09 Discontinuation of Coverage - The insurance coverage listed above shall be discontinued on the day the employee's services are terminated. In case of layoff, said insurance will be continued to the end of the month. In case of health leave of absence, said insurance coverage will be continued for one month for each year of service up to a maximum of six (6) months. In case of all other leaves of absence, said insurance coverage will be continued to the end of the month.
The above periods are subject to applicable COBRA and FMLA regulations.

ARTICLE XI - GENERAL PROVISIONS

11.01 Work Year and School Calendar - The School District agrees to review and discuss the school calendar with the Union, upon request, but the District reserves the right to make the final decision.

11.02 Law Saving Clause

A. If any provision of this Agreement shall at any time be held contrary to law by a court of last resort in the State of Michigan or of the United States, whichever is applicable or from whose judgment no appeal has been taken within the time

provided for so doing, and, in that event, all other provisions of this Agreement shall continue in full force and effect.

- B. In the event this Agreement or any part of it shall at any time be held to be contrary to such law, under conditions stated above, the parties will meet to re-negotiate the items in question.

11.03 Negotiation Procedures

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the District and the Union.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the District and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.
- C. After ratification of this Agreement, any contract alteration shall take effect upon ratification of both parties.

11.04 Entire Agreement - The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement supersedes and cancels all previous Agreements and policies, either verbal or written and constitutes the entire Agreement between the parties.

11.05 Physical or Mental Examination - In order to protect the District, the District may require an employee to take a physical or mental examination at the District's expense and from a District designated physician to determine whether the employee should be continued in employment, paid for days of illness, placed on voluntary or involuntary extended sick leave, or recalled from extended sick leave.

11.06 The Americans With Disabilities - The Employer, after consultation with the Union, shall have the right to take such action as is necessary to comply with the provisions of the Americans with Disabilities Act, provided the provisions of the contract are not violated.

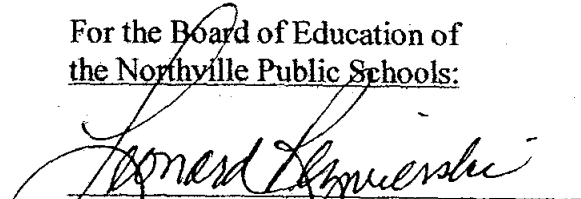
- 11.07 Surveillance - Surveillance equipment may be utilized in order to protect the health, welfare and property of the District, its employees, students, visitors and the public. Surveillance equipment will not be used for evaluation purposes.
- 11.08 Drug and Alcohol Testing - Before the District implements a District-wide policy regarding drug and alcohol testing, it will meet and review the proposed policy with the Union.
- 11.09 Contracting-Out - Any such contracting-out shall be consistent with the provisions of PA 112.

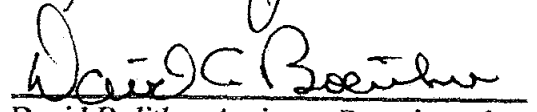
ARTICLE XII - TERMINATION AND RE-OPENER

- 12.01 This Agreement shall continue in full force and effect from date of ratification until June 30, 2007.
- 12.02 If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party of ninety (90) days written notice prior to the current anniversary date of termination.
- 12.03 If either party desires to modify or change this Agreement, on or after June 30, 2007, above, it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination, give written notice. If notice of modification has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination. Any amendments that may be agreed upon shall become and be part of this Agreement.
- 12.04 Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, the Northville Federation of Paraprofessionals, 2661 East Jefferson, Detroit, MI 48207 and if to the Employer, addressed to Northville Public Schools, 501 West Main Street, Northville, Michigan, 48167, or to any other such address the Union or the Employer may make available to each other.
- 12.05 The effective date of this Agreement is September 25, 2006.


12.05 The effective date of this Agreement is September 25, 2006.

For the Board of Education of
the Northville Public Schools:



Leonard Rezmierski, Superintendent


David Bolitho, Assistant Superintendent
Administrative Services

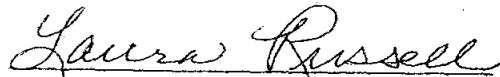
For the Northville Federation
of Paraprofessionals:

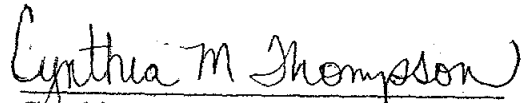

John Schlosser


Sherry Hanovich


Valerie Troschinetz


Sue Redmond


Laura Russell


Cynthia Thompson

APPENDIX A - SALARY SCHEDULE

K-12 Paraprofessional employees shall be paid in accordance with the following hourly wage schedule:

Steps	2005/06	2006/07
0	\$11.76	\$11.76
1	\$12.65	\$12.65
2	\$13.22	\$13.22
3	\$13.88	\$13.88
4	\$14.51	\$14.51
5	\$15.36	\$15.36
6	\$15.90*	\$15.90
7		\$16.46

*No retroactivity.

The 05/06 salary shall be retroactive for all employees on the payroll the date of ratification, provided the new Step 6 shall not be retroactive (i.e., employees on Step 6 will be paid at the Step 5 rate for 2005/06).

For 2006/07, the salary schedule and the steps shall be frozen. Employees shall be paid a two percent (2%) off-schedule payment. Said payment shall be paid half at the end of the first semester and half at the end of the second semester. It will be prorated for any employee on leave of absence for over 20 days. A new Step 7 will be added to the Salary Schedule. Employees at the top of the Salary Schedule in 2004/05 will be paid at the new Step 7 (and will not receive an off-schedule payment). Said new Steps 6 and 7 are a labor market adjustment.