

6/30/90

1987 - 1990

AGREEMENT

BETWEEN

THE

PLYMOUTH-CANTON PARAPROFESSIONAL
ASSOCIATION, MEA/NEA LOCAL #3

AND

PLYMOUTH-CANTON COMMUNITY SCHOOLS
BOARD OF EDUCATION

Plymouth-Canton Community Schools

THE BOARD OF
LABOR AND INDUSTRIAL
RELATIONS
OF THE STATE OF MICHIGAN
OFFICE OF THE COMMISSIONER
LANSING, MICHIGAN

MICHIGAN STATE UNIVERSITY
RELATIONS COLLECTION
LABOR AND INDUSTRIAL

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AGREEMENT

BETWEEN

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

AND

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

ARTICLE I

RECOGNITION AND NEGOTIATION

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

ARTICLE II

UNION RIGHTS

- 2.1 A. Employees covered by this Agreement must, as a condition of continued employment, either join the Union and pay Union dues, or pay to the Union a representation-service fee, the amount of which shall be determined by the Union as the employee's pro rata share of the Union's cost of negotiating and administering the collective bargaining agreement and which sum shall be certified to the Employer on an annual basis. Such dues and fees shall be deducted from the paychecks of employees according to a schedule agreed to by the parties. In no event shall the fees be greater than the dues. (Payable on or before the thirty-first (31) calendar day, following the beginning of employment.) (Effective upon ratification.)
- B. Any employee who is a member of the Union, or who has applied for membership, may sign and deliver to the Employer a MEA membership form authorizing deduction of dues, and voluntary political action funds as established by the Union. Such authorization shall continue in effect from year to year unless revoked by September 1 of any given year, pursuant to the Union constitution and bylaws.

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

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

- 2.8 Copies of this agreement, signed by the bargaining team of the Plymouth-Canton Paraprofessional Association, MEA/NEA, the bargaining team of the Plymouth-Canton Community Schools and the President or the Secretary of the Board of Education of the Plymouth-Canton Community Schools shall be duplicated and distributed to all present employees within thirty (30) days of ratification and to new educational aides within one week of hiring.
- 2.9 The Union shall be granted the use of six (6) union days per year in 1987-88, eight (8) union days per year in 1988-89, and ten (10) union days per year in 1989-90 for its use for attendance at the Representative Assemblies, conferences, conventions, workshops and other functions mutually agreed to between the Union and the Employer.

ARTICLE III

Strikes & Lockouts

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

ARTICLE IV

NON-DISCRIMINATION

The provisions of this Agreement apply to all employees covered by this Agreement regardless of their religion, race, color, national origin, age, sex, height, weight or marital status.

ARTICLE V

MANAGEMENT RIGHTS

5.1 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Employer, except those which are clearly and expressly relinquished herein by the Employer, shall continue to vest exclusively in and be exercised exclusively by the Employer without prior negotiations with the Union, either as to the taking of action under such rights, or with respect to the consequence of such action during the term of the Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right:

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

- H. to determine the policy affecting the selection, testing or training of employees, providing that such selection shall be based upon lawful criteria.

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

- 5.2 The matters contained in this Agreement and/or the exercise of any such rights of the Employer are not subject to further negotiations between the parties during the term of this Agreement, unless by mutual consent.
- 5.3 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption and equal application of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Laws and Constitution of the State of Michigan and the Laws and Constitution of the United States.
- 5.4 The Employer will attempt to prevent children from involvement in Union/Employer controversies.

ARTICLE VI

HOLIDAYS

- 6.1 HOLIDAYS (Paid) - Employees who meet eligibility requirements will be paid the same number of hours they are normally scheduled to work at his/her regular rate of pay. In order to qualify for pay for a holiday, an employee (unless ill) must work the last scheduled day prior to and the next scheduled working day after such holiday.
- | | |
|---------------------------|--|
| 1. Thanksgiving | 6. New Year's Eve Day |
| 2. Day after Thanksgiving | 7. Good Friday/or alternative day if Good Friday is a work day |
| 3. Christmas Day | 8. Memorial Day |
| 4. New Year's Day | 9. Labor Day |
| 5. Christmas Eve Day | 10. Independence Day (ESY Employees) |

ARTICLE VII

EDUCATION DAYS

- 7.1 After the completion of a satisfactory probationary period and each year thereafter, regular bargaining unit members shall be eligible for a maximum of nine (9) education days with pay. The use of the equivalent of nine (9) days per year shall be approved by the Superintendent or his/her designee in advance of an employee attending an educational day activity. Hours of pay equivalent to the maximum of nine (9) days per year for approved evening, weekend, or half day activities can be accepted as education day time and hours can be credited to the employee's timesheet at his/her normal regular rate of pay. Education days will not be paid at any overtime rate but at the normal pay rate. Employees will be reimbursed on an hour per hour basis. The employee will receive one hour's rate of pay for each hour in attendance at a regularly scheduled, previously approved, educational activity. Accumulation of inservice days will be allowed, and these days can be paid during scheduled school vacation, professional or inservice days within the current school year.
- 7.2 The criteria for approval of education days will include: (1) certification courses approved by the state, (2) courses to upgrade skill levels, (3) district-wide needs, (4) fiscal status of district, (5) conventions, (6) and others approved.

ARTICLE VIII

ABSENCES

- 8.1 SICK LEAVE - After the probationary period each employee shall receive one (1) sick day per month of service accumulative to one hundred and twenty-five (125) days.
- 8.2 PERSONAL BUSINESS
- A. Two personal business days per year may be granted upon the approval of the immediate administrative supervisor. Days approved are deducted from the employee's sick bank.
 - B. One personal business day may be granted without the approval of the immediate administrative supervisor to those employees having thirty (30) days or more in the sick leave bank. The personal business day shall be deducted from the employee's sick bank.
 - C. One-half personal business day may be granted, without the approval of the administrative supervisor, to those employees having more than eighteen (18) and less than thirty (30) days in the sick leave bank. The personal business half-day (1/2) shall be deducted from the employee's sick bank.

D. Personal business days will not be granted the day preceding or following a holiday.

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

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

8.5 MATERNITY LEAVE

A. The Plymouth-Canton Community Schools shall grant a leave of absence for maternity, without pay, to any regular employee, upon written request for such leave and upon proper certification of pregnancy by the employee's physician.

B. Maternity leave of absence may be for a period of two (2) full years if so requested by the employee.

C. Return from leave shall be contingent upon an appropriate opening in the District. If no openings occur, said aide will be assigned to the first appropriate opening when it occurs.

8.6 LEAVE OF ABSENCE

Employees after one (1) year of employment, who are granted a leave of absence without pay or benefits, will not lose seniority or accumulated sick leave upon returning to work. No additional seniority or accumulated sick leave will be added during the period of the leave of absence. Application for a leave of absence shall be made to, and approved by, the Assistant Superintendent for Employee Relations or his/her designee. These leaves shall be a maximum of one (1) year duration for each request. Such leaves shall be for illness, child care, union business or other reasons acceptable to the Employer.

ARTICLE IX

SCHOOL CANCELLATION

All regular seniority employees will be paid for any day on which school is canceled by an Act of God; such as storms, snow, etc.

ARTICLE X

WORKING CONDITIONS

10.1 Breaks

- A. Employees working at least three (3) hours a day may take a break of not to exceed fifteen (15) minutes.
- B. Employees working at least five (5) hours a day may take a fifteen (15) minute break in the first half and the second half of the day.
- C. Times of breaks shall be determined cooperatively by the employees and her/his immediate supervisor.
- D. All employees working more than four (4) hours per day shall be provided a duty-free unpaid thirty (30) minute lunchbreak.

10.2 PAY FOR HOURS WORKED

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

10.3 CAR ALLOWANCE

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

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

10.5 An employee shall not be required to instruct or supervise students without certified personnel present unless such duties are a part of his/her normal job responsibilities. If such duties are not part of his/her regular job responsibilities, such assignment can be made in emergency situations, and the employee must be relieved by a teacher or administrator as soon as the emergency permits.

10.6 Employees will not be responsible for administering any medication to students.

10.7 Any case of assault upon an employee while in the performance of his/her duties shall be promptly reported to the Employer. The Employer, at its discretion, will promptly provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault. The Employer shall also at its

discretion promptly render all necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

- 10.8 It shall be the responsibility of each employee to notify the Personnel Department of any change of address or telephone number. The employee's address and telephone number, as it appears on the district records, shall be conclusive when used in connection with all notices.

ARTICLE XI

PROBATION AND SENIORITY

- 11.1 Seniority standing shall be granted to all employees covered by this agreement. The standing is to be determined on the basis of actual length of continuous service from the latest date of permanent employment in the bargaining unit with the Employer. All new employees shall be placed on the seniority list as of the first day of employment, upon the completion of a probationary period of sixty (60) working days of employment. Probationary employees may be discharged or disciplined by the Employer without the same causing a breach of this agreement or constituting a grievance. Seniority ties shall be broken by social security number. The employee with the highest last four digits of the social security number shall be placed ahead of others with the same seniority date.
- 11.2 An employee's seniority shall terminate:
- A. If an employee resigns or is discharged.
 - B. If the employee is absent without properly notifying the Employer, unless a satisfactory reason is given.
 - C. If the employee fails to return to work within three (3) working days after being notified to report to work, and does not give a satisfactory reason.
 - D. If the employee is laid off for a continuous period equal to seniority he/she had acquired at the time of such layoff period.
 - E. If the employee retires.
- 11.3 The Employer shall prepare, maintain and submit to the Union the seniority list. The initial seniority list shall be submitted to the Union within thirty (30) days of the ratification of this agreement, with revisions submitted thereafter in April of each year.

ARTICLE XII

STAFF REDUCTIONS AND PROMOTIONS

- 12.1
- A. Layoff shall be defined as a reduction in the work force.
 - B. Except for unusual circumstances, no employee shall be laid off pursuant to a necessary reduction in the work force unless said employee has been notified of said layoff in writing at least ten (10) calendar days prior to the effective date of such layoff.
 - C. The administration will not utilize substitutes in the place of regular employees during a lay-off, unless laid off employees refuse to substitute.

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

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

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

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

12.2 DISPLACED EMPLOYEES

- A. Employees who are considered
 - (1) Full-time the preceding school year (four (4) hours or more) may accept available work of part-time employment.
 - (2) Part-time employees will be offered full time work upon refusal by full-time employees (four (4) hours or more).

- (3) Displaced employees will be afforded an opportunity at preferred substitute work.
 - (4) Displaced employees will be recalled by classification, according to seniority. If no one holds that particular classification, recall will be made by bargaining unit seniority.
- B. (1) Employees who are reduced in hours by 25% or more from initial hours as of September 1st of each year shall have the option of displacing the lowest seniority person in his/her classification who has comparable hours and/or hours as close as possible.
- (2) Employees who do not qualify for benefits due to the reduction of hours, shall have the option of displacing the lowest seniority person in his/her classification who qualifies for benefits.
- C. Seniority in the Event of Layoff

Any employee who is laid-off and recalled shall not lose previously accumulated and credited seniority.

- D. If the layoff is to be a temporary situation, the employee shall be given the first opportunity to apply for an open position; further, that he/she be afforded an opportunity at preferred substitute work.
- E. Upon assignment to a regular position, an employee who has been laid off will maintain formerly accumulated seniority and sick days.
- F. Recall of laid off employees shall be accomplished in a reverse order of the layoff.

12.3 Vacancies and Transfers

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

12.4 Promotions

All vacancies and new positions will be posted in each school for at least a week prior to having the position filled. If possible, vacancies and new positions will be filled from present employees who are qualified by training, experience, attitude, health and ability to get along with others.
(Effective upon ratification)

12.5 Classifications

<u>General Education</u>	<u>Special Education</u>	<u>Supervisory</u> (excluding combinations)
1. Media/Library Aides	1. Special Education Aides	1. Lunchroom Aides
2. Audio-Visual Aides		2. Playground Aides
3. Teacher/Office Aides		3. Bus Loading Aides
4. Directed Study Aides		
5. Locker Room Aides		
6. Study Hall Aides		
7. Career Room Assistants/Technicians		
8. Head Start Home Visitor		
9. Talented and Gifted Aides		
10. Attendance Aides		

12.6 All postings shall contain the following information: job title, location, starting date, rate, hours, qualifications, and duties. The MEA office shall be provided a copy of the posting.

ARTICLE XIII

GRIEVANCE PROCEDURE

A grievance shall be defined as a written complaint by an employee in the bargaining unit concerning:

- A. An alleged violation of this agreement.
- B. An alleged violation of Board of Education policies related to working conditions not specifically covered by this agreement.
- C. Working days shall be Monday through Friday excluding days when employees are not scheduled for work.
- D. Time limits shall be extended by mutual agreement.

An employee who has a grievance shall follow the procedures listed below:

- 13.1 The employee shall, within ten (10) working days of the alleged occurrence, discuss the problem with his/her supervisor. The Union's Executive Committee, through the Steward and/or the Executive Committee, shall approve of and process all grievances to be pursued beyond the Informal Conference level of the Grievance Procedure.
- 13.2 If a satisfactory solution is not reached, the employee shall, within five (5) working days, file a written statement of the problem with the Assistant Superintendent for Employee Relations or his/her designee.

- 13.3 The Assistant Superintendent for Employee Relations or his/her designee, within five (5) working days, shall give a written decision to the grievance.
- 13.4 If this decision is not satisfactory, a written statement of the problem shall be filed with the Superintendent of Schools, within five (5) working days.
- 13.5 The Superintendent shall give his written decision to the problem within ten (10) working days.
- 13.6 If this decision is not satisfactory, a written statement of the problem shall be filed within five (5) working days with the Board of Education.
- 13.7 The Employer after due consideration and within fifteen (15) working days, following a regularly scheduled Board meeting, shall give a written decision to the problem.
- 13.8. Any unresolved grievance which relates to the interpretation, application or enforcement of a provision of this Agreement or any written supplementary agreement and which has been fully processed through the last step of the grievance procedure may be submitted to binding arbitration by either party in strict accordance with the following:
- A. Arbitration shall be invoked within ten (10) working days of the decision in Step G by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) working days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules except where expressly provided otherwise in this Agreement.
 - B. The Arbitrator, the Union or the Employer may call any employee as a witness in any arbitration hearing.
 - C. Each party shall be responsible for the expenses of the witnesses that they may call.
 - D. The Arbitrator shall have no power to rule on any matter not involving an alleged violation of specific provisions of this Agreement, or any matter not involving an alleged violation of a rule or policy of the Board.
 - E. The Arbitrator shall not have jurisdiction to add to or subtract from or modify any part of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or to substitute his/her discretion for that of any of the parties hereto.
 - F. The decision of the Arbitrator shall be final, conclusive and binding upon the parties.

G. The expenses of the Arbitrator shall be borne equally by the parties.

13.9 In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

13.10 If the time limits, at any step, are not adhered to by the Union, the grievance shall be considered dropped and invalid. If the time limits are not adhered to by the Administration, the parties shall have the right to carry the problem to the next step.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

14.1 Employees shall be disciplined or discharged only for just cause and the employee shall be advised of the cause of such action in writing. Just cause shall include but not be limited to:

A. Refusal or failure to accept or perform work assigned, in accordance with the provisions of this Agreement.

B. Refusal or continued failure to perform work properly and efficiently.

C. Drinking alcoholic beverages, intoxication or use of illegal drugs on the job or when on assignment.

D. Excessive tardiness or absenteeism.

E. Insubordination, or improper or immoral language or conduct.

F. Interference with the performance of assigned work of another employee of the Employer.

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

ARTICLE XV

INSURANCE

(New insurance effective first of month after ratification (4/1) or as soon thereafter as possible.)

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

15.1 Health Insurance

- A. The Employer agrees to pay 100% of the premium payment for full family health insurance for employees who are employed thirty (30) or more hours per week, MVF-II, \$2 Drug Co-Pay.
- B. Employees working twenty (20) or more hours weekly, but less than thirty (30) hours weekly shall be provided single subscriber coverage. Employees working less than twenty (20) hours weekly shall not be eligible for any Employer funded health coverage.
- C. The Employer maintains the right to change insurance carriers if the same benefits are provided.
- D. Employees who do not qualify for health coverage may participate in the group plan by remitting premium payments to the Employer.

15.2 Life Insurance

The Employer agrees to provide ten thousand dollars (\$10,000) term life insurance for all employees who are employed at least thirty (30) hours weekly and a five thousand dollars (\$5,000) policy for employees working less than thirty (30) hours per week.

15.3 Dental Insurance

The Employer agrees to provide Delta Dental 50-50-50 insurance (internal and external COB) for all employees who are employed at least twenty (20) or more hours weekly.

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

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

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

LETTER OF UNDERSTANDING

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

ARTICLE XVI

RETIREMENT ALLOWANCE

In appreciation for services to the school district, a retirement payment in the following amounts per year of service up to thirty (30) years of service shall be paid upon retirement provided the employee shall have been employed in the school district as a regular employee for at least ten (10) continuous years and is eligible and has made application for Michigan School Employees Retirement fund benefits.

\$100 for each year of service the employee worked thirty (30) or more hours weekly a majority of the school year.

\$50 for each year of service the employee worked less than thirty (30) hours weekly.

Payment will be made upon evidence that application has been made with reasonable assurance that the retiring employee qualifies. (Effective upon ratification)

ARTICLE XVII

LONGEVITY

Employees who have completed a minimum of five (5) years of continuous service prior to September 1 shall be paid in accordance with the following schedule in the first pay of December. (Upon ratification, longevity pay will be paid as soon as possible retroactively for 1987-88 school year.)

5 - 9 years	\$150
10 - 14 years	250
15 - 19 years	350
20 years	450

ARTICLE XVIII

EVALUATION

- 18.1 Each employee shall be evaluated, at least once each school year, by the immediate supervisor. Evaluation shall be based on the following criteria:
- A. Skills necessary for the specific position held.
 - B. Punctuality and attendance.
 - C. Job performance.

- 18.2 A committee of three (3) persons appointed by the Employer and three (3) persons appointed by the Union will review and recommend revisions for the basic employee evaluation form to the Superintendent or his/her designee.
- 18.3 The employee has the right to receive a copy of the evaluation, review, submit his/her response, and the right to disagree with the evaluation.

ARTICLE XIX

SALARY SCHEDULE

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
4.84	5.18	5.54
5.01	5.36	5.74
5.26	5.63	6.02
5.66	6.05	6.47
6.17	6.60	7.06
6.48	6.93	7.42

The 1987-88 salary schedule shall be retroactive to July 1, 1987.

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

DURATION OF CONTRACT

This contract will become effective July 1, 1987 and terminate on June 30, 1990.

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

Maryann F. Ligato
Maryann F. Ligato
Chief Negotiator

Joyce E. Harrington
Joyce Harrington
President, PCPA-MEA/NEA LOCAL #3

Angie Hamel
Angie Hamel
Negotiator

Joanne Harte
Joanne Harte
Negotiator

Ellen Curtis
Ellen Curtis
Negotiator

FOR:
Plymouth-Canton Community Schools
Board of Education

David P. Artley
David P. Artley
President, Board of Education

Earl D. Swartzwelder
Earl D. Swartzwelder
Secretary, Board of Education

Walter J. Bartnick
Walter J. Bartnick
Chairman, Board Negotiating Team

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

SECTION 17

TOWNSHIP 17S

RANGE 17E

ACRES 10.00

SECTION 17

TOWNSHIP 17S

RANGE 17E

ACRES 10.00

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