

**AGREEMENT BETWEEN**  
**THE BOARD OF EDUCATION**  
**of the**  
**LAKEVIEW SCHOOL DISTRICT**  
**and the**  
**LAKEVIEW PARAEDUCATOR EMPLOYEES**  
**CHAPTER OF LOCAL 331**  
**AFFILIATED WITH AFSCME COUNCIL 25**

**Effective July 1, 2011**

**to**

**June 30, 2014**

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## **PROPOSAL**

This Agreement covering Paraeducator Employees is entered into on this 24<sup>th</sup> day of June 2009, between the Lakeview Board of Education (hereinafter referred to as the "Employer" and the Lakeview Paraeducator employees, Chapter of Local 331, affiliated with Council 25 and the International Union of American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union"). This Agreement will become effective upon ratification by the both the Board and the Union.

### **ARTICLE 1** **PURPOSE AND INTENT**

It is the purpose of this Agreement to set forth the terms and conditions of employment for members of the bargaining unit and to establish rights and obligations between the Employer and the Union. The parties additionally recognize the mutual interests of the Employer, the Union and the employees in the performance of services operated by the employer under methods which will further add economy and efficiency of operation, protection, and safety of students, and avoidance of interruptions to service. The parties to this Agreement desire to cooperate in securing the advancement and attainment of these purposes.

### **ARTICLE 2** **DEFINITIONS**

- A. The word "Employer." The word "Employer" as used herein means the Lakeview Board of Education, or its appointed representative, such as the Superintendent or the Superintendent's designee.
- B. The word "Employee." The word "Employee" as used herein, means unless the context of an article or paragraph otherwise requires, all regular full-time and regular part-time employees of the Lakeview School District Paraeducators, otherwise known as Paraeducators or Paraprofessionals.
- C. The word "union." The word "union" as used herein, means Lakeview School District Employee Paraeducators of Local Union 331, affiliated with Council 25 of the American Federation of State, County and Municipal Employees, AFL-CIO.

- D. The word "Probationary Employee." The words "Probationary Employee," as used herein will refer to a Paraeducator in the first ninety (90) working days of employment who shall not be represented by the Union for the purposes of discipline or discharge.

### **ARTICLE 3** **RECOGNITION**

Pursuant to and in accordance with the Certification of Representatives in MERC Case Number R97T-132, the Employer recognizes the Union as the exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours, and other terms and conditions of employment, the term of this Agreement, for all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time paraeducators, i.e., classroom paraeducators, special education paraeducators, alternative education paraeducators and Title I paraeducators, excluding all substitutes and other employees.

### **ARTICLE 4** **UNION SECURITY**

- A. Employees covered by this Agreement shall be required as a condition of continued employment to:
1. join the Union and pay Union dues; or
  2. pay the Union a service fee which shall be determined in a legally permissible manner and which shall be a legally permissible amount not to exceed Union dues.
- B. The Union shall impose no discriminatory qualifications for membership by reason of race, color, religious creed, sex, age, national origin, ancestry, or numerical restrictions of total membership, unless based upon a bona fide occupational qualification, and the Union shall grant to allow members equal voting rights.
- C. The Union agrees to defend, indemnify and hold harmless the District, its Board of Education, past and present members of the Board of Education and School District administrative employees from any and all liability of whatsoever kind or nature that may be incurred as a result of compliance with this Article and Article 5 including, but not limited to, back pay, costs, expenses, unemployment compensation and attorney fees.

**ARTICLE 5**  
**UNION DUES AND SERVICE FEES**

- A. After employees who desire to join the Union have served the probationary period, employees who desire to join the Union shall tender monthly membership dues by signing the Authorization for Check-Off of Dues Form provided by the Union. After employees who do not desire to join the Union have served the probationary period, they shall tender the service fee by signing the Authorization for Check-Off of Service Fee Form provided by the Union.
- B. Upon proper presentation of the forms identified in Section A to the School Business Office, the Employer agrees to deduct Union membership dues or service fees levied in accordance with the Union and service fees from the pay of each employee who has executed the Authorization.

**ARTICLE 6**  
**BOARD RIGHTS**

- A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan Revised School Code, or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:
  - 1. Manage and control its programs, services, equipment, facilities and its operations and to direct the working forces and affairs of the School District.
  - 2. Continue its rights of assignment and direction of personnel, determine the number of personnel (including the right not to fill open positions for the purpose of attrition) and scheduling of all the foregoing, and the right to establish, modify or change any work or school hours or days.
  - 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees *for just cause*, transfer employees, assign work, or duties to employees, determine the size of the work force and to lay off employees.
  - 4. Adopt reasonable rules and regulations and to define job content and position descriptions.
  - 5. Determine the qualifications of employees, including the essential job functions of employees.
  - 6. Determine the extent and existence of educational programming and operation including the establishment or relocation of programs, building, department, divisions or subdivisions thereof and the relocation or closing of programs, departments,

divisions, or subdivisions, buildings, other facilities, services or third party service contracts.

7. Determine the financial policies, including all accounting procedures and recordkeeping requirements.
8. Determine policies affecting the selection, testing or training of employees.
9. To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference, etc. by employees, including special programs.
10. Determine standards of dress.

B. The exercise of the foregoing powers, rights, duties, and responsibilities by the Board and the adoption of policies, rules and regulations and practices in the furtherance thereof, shall be the exclusive prerogative of the Board except as otherwise limited by express provisions of this Agreement.

C. Nothing contained in this Agreement shall be considered to limit the Employer's management rights under Subsections 15(3) and (4) of the Public Employment Relations Act (PERA). In the event of any conflict between this section and any provision of this Agreement, this section shall prevail and provide the paramount premise for interpretation of this Agreement.

## **ARTICLE 7**

### **UNION REPRESENTATION**

Stewards, Alternate Stewards and Unit Chairperson. The Employees covered by this Agreement will be represented by two (2) Stewards and a Chapter Chairperson. The Union shall have the exclusive right to assign Stewards as follows:

- One (1) Unit Chapter Chairperson
- Two (2) Paraeducator Stewards
- One (1) Alternate Steward

The Employer will be notified of the names of the officers. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of the regular steward.

**ARTICLE 8**  
**AID TO OTHER UNIONS/INDIVIDUALS**

The Employer will not aid, promote, or finance any labor group, individual, or organization, which purports to engage in collective bargaining or make any agreement with such group, individual, or organization for the purpose of undermining the Union. Allowing a labor organization, group, or organization to use facilities of the Employer shall not constitute a violation of this Agreement.

**ARTICLE 9**  
**UNION RIGHTS**

- A. Bulletin Boards and School Mail. The Union shall have the right to post notices of its activities and matters of Union concern on faculty room bulletin boards. The Union agrees to pay the cost of all materials and supplies incidental to such use. The Union shall assume responsibility for all such material posted, and in no event shall anything derogatory to the Employer be placed or allowed to remain on such bulletin boards.

The Union may use the District mail service and Paraed mailboxes for communications to Paraeducators if such communication does not violate Federal Postal Regulations. Should the communication being distributed require postage and use of the U.S. mail, the Union shall pay all such costs.

- B. Use of Facilities. The Union and its representatives shall have the right to use school buildings for meetings and office equipment subject to the Employers Acceptable Use Policy for Union business. The Union agrees to pay the cost of all materials and supplies incidental to such use. The Union agrees to pay any custodial costs, which would not otherwise be incurred, and the cost of all materials and supplies incidental to such use.

**ARTICLE 10**  
**SPECIAL CONFERENCES**

- A. Special meetings between the Union and the Board may be called by mutual agreement for the purpose of discussing important matters. Normally the arrangement for the special meetings will be made between the Chairperson and the Superintendent or designee. Such arrangements will include an agenda, a specified time, and place for the meeting and the names of the persons to be invited. If there is, agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

- B. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

**ARTICLE 11**  
**GRIEVANCE PROCEDURE**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must:

- a. be presented within ten (10) days of the occurrence. The term "days" shall be defined as days when the Employer's central office is open for business;
- b. cite the specific part of the agreement violated;
- c. describe the violation;
- d. identify relief sought.

Upon meeting the above conditions, the Employer will answer, in writing, any grievance presented to it in writing by the Union. The following matters shall not be subject to the grievance procedure:

- a. any dispute involving the evaluation of an employee unless it is alleged that the evaluation constitutes discipline.
- b. any complaint within the jurisdiction of a state or federal agency;
- c. any complaint pertaining to the termination of a probationary employee;
- d. any dispute related to the provisions of any insurance contracts or policies.

Step 1 Any employee having a grievance shall present it to the Employer as follows:

- a. If an employee has a grievance, the grievance shall be discussed with the union steward.
- b. The steward and the grievant shall discuss the grievance with the immediate supervisor within ten (10) days of the grievant's knowledge of the facts upon which the grievance is based.
- c. If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor within five (5) days of the date it was discussed with the immediate supervisor. Upon receipt of the grievance, the immediate supervisor shall sign and date the steward's copy of the grievance.



- d. The immediate supervisor shall give the answer to the steward within five (5) days of receipt of the grievance.

Step 2 If the grievance remains unsettled, it may be presented by the Chapter Chairperson, in writing to the Superintendent of Schools within five (5) days after the response of Step 1 is due. The Superintendent of Schools shall sign and date the Chapter Chairperson's copy. The Superintendent shall hold a meeting between the Union and all parties involved. A Council Number 25 representative may be present at the meeting. The Superintendent of Schools shall respond, in writing, to the Chapter Chairperson within five (5) days after the meeting has been held.

Step 3

- a. If the answer at Step 2 is not satisfactory, and the Union wishes to carry it further, it shall within ninety (90) calendar days from date of receipt of the Employer's answer at Step 2, file a Notice of Intent to Arbitrate, by sending a letter to the Superintendent of Schools. If the Union fails to request arbitration with this time limit, the grievance shall be deemed not eligible to go to arbitration.
- b. Upon written request by either party, after the Notice of Intent to Arbitrate, the Parties shall meet in order to attempt to resolve the grievance. Such meeting is not intended to be automatic for all grievances so as to defeat the purpose of Step 2. The meeting shall be composed of two (2) representatives of the Union and two (2) representatives of the employer. The Union members shall be the Chapter Chair and the Council 25 Representative, or their designee.
- c. If the Parties agree to resolve the grievance, its disposition shall be reduced to writing and signed by both the Union representatives and Employer representatives.
- d. If the parties cannot mutually agree upon a resolution to the grievance and/or an arbitrator and the Union wishes to carry the matter further, it shall file a demand for arbitration with the American Arbitration Association no later than one hundred (100) calendar days from the date of the Employer's answer to Step 2. The arbitrator shall be selected in accordance with the American Arbitration Association's rules and regulations.

NOTE: Arbitration of grievances is limited to the following articles: Agency shop, discipline and discharge, union dues, layoff and recall, suspensions, vacancy and promotion.

- e. The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's rules and regulations.
- f. There shall be no appeal from any arbitrator's decision provided the decision is within the jurisdiction and authority of the arbitrator. The decision shall be final and binding

on the Union's members and the employee or employees involved, and the Employer. The arbitrator's jurisdiction and authority are subject to the following limitations:

1. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
  2. The arbitrator shall have no power to establish salary schedules or change any salary.
  3. The arbitrator shall have no power to interpret state or federal law except as may be necessary to determine whether a grievance is eligible to be arbitrated.
  4. The arbitrator shall have no power to rule on the following:
    - (a) The termination of services of or failure to reemploy any probationary employee.
    - (b) Any manner involving employee evaluation unless it is alleged that the evaluation constitutes discipline.
    - (c) Any complaint for which there is another remedial procedure or forum established by law or regulation having force of law.
  5. The arbitrator shall have no power to award interest or punitive damages.
- g. The expense for the arbitrator shall be shared equally between the Employer and the Union.
- h. Time limits to any grievance may be extended in writing for a mutually agreeable time at the written request of either party.
- i. The Chairperson and the steward of the Union committee shall be allowed reasonable time off the job without loss of time or pay to investigate grievances with prior approval of the appropriate program Director or the Superintendent.

If a grievance is not filed or appealed within the time limits set forth in this grievance procedure, the grievance shall be considered withdrawn and all further proceedings shall be barred. The Employer's failure to answer a grievance at any step within the applicable time limits shall constitute a denial of the grievance at that step and the grievance shall be automatically advanced to the next step.

## ARTICLE 12

### DISCHARGE AND DISCIPLINE

- A. Notice of discharge or discipline. The Employer agrees promptly upon discharge or discipline of any Employee to notify, in writing, the Chairperson of the Union.

- B. The discharged or disciplined employee will be allowed to discuss his/her discharge or discipline with the Chairperson of the Union and the Employer will make available an area where he/she may do so before he is required to leave the property of the Employer. Upon request, the employer will discuss the discharge or discipline with the employee and the Chairperson of the Union.
- C. Appeal of discharge and discipline. Should the discharged or disciplined employee and/or the Chairperson of the Union consider the discharge or discipline to be without just cause, a grievance shall be presented in writing through the Chairperson of the Union to the Employer within five (5) days, as defined by days when the Employer's central office is open for business, of the discharge or discipline. The Employer will review the discharge or discipline and give an answer within five (5) days after receiving the complaint. If the decision is not satisfactory to the Union, then matters shall be referred to the second step of the grievance procedure within five (5) days of the Employer's answer.
- D. Upon request, an employee shall have a union representative present at an investigatory meeting, which the employee believes could lead to disciplinary action.

**ARTICLE 13**  
**SENIORITY**

- A. "Seniority" shall be defined as the length of a bargaining unit member's employment in this bargaining unit from the employee's initial date of hire. If two or more employees are hired on the same date, the employee with the higher social security number will have the higher seniority.

Time spent on layoff or unpaid leave of absence shall not accumulate as service time for seniority purposes. However, accrued seniority shall be retained, subject to Paragraph E of this Article.

- B. All new employees shall be probationary employees for the first ninety (90) days, as defined by days worked in the position, of employment. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent and such employees shall not have completed their probationary period until these additional days have been worked.

During the probationary period, the employee shall have no seniority status and may be laid off or have employment terminated at the sole discretion of the employer.

- C. Upon satisfactory completion of the probationary period, the employee's name shall be entered on the seniority list as of the most recent date of hire, inclusive of the probationary period.
- D. The Employer shall prepare and maintain a seniority roster showing the length of service of each bargaining unit member. The roster shall contain the employee's name and date of hire. A copy of the list shall be furnished to the Chapter Chairperson not later than November 1, annually. If no objections are received within twenty (20) days, as defined by days when the Employer's central office is open for business, thereafter as to the accuracy of the seniority list, the Board's list shall be regarded as conclusive.
- E. Loss of Seniority  
Seniority shall be lost for the following reasons:

1. The employee quits (including, but not limited to, situations where a settlement has been made with the employee for separation).
2. The employee retires.
3. The employee is discharged (and not reinstated through procedures set forth in this Agreement).
4. The employee fails to return from an authorized leave of absence on the agreed upon date, unless the Employer and the employee shall have otherwise expressly agreed in writing.
5. The employee is absent for three (3) consecutive days without notifying the Employer, in which case the employee shall be considered a voluntary quit.
6. The employee is laid off or has not, for any reason, worked for the Employer for a continuous period exceeding twenty four (24) months.
7. The employee falsified information on his/her application for employment.
8. The employee fails to return to work within five (5) days after issuance of a notice of recall to the last known address of the employee as shown on the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address.

The enumeration of the above conditions for automatic loss of seniority (and separation from employment) shall not be regarded or construed as limiting the Employer's right to discipline or discharge employees for other reasons.

**ARTICLE 14**  
**WORKERS' COMPENSATION LEAVE**

Any employee who experiences an injury or disease sustained or contracted during the course of his employment by the Lakeview School District shall immediately report same to the District Business Office to permit timely notification to the District's Workers' Compensation insurance carrier. The District will continue the employee on paid status until loss time benefits, if compensable under the Michigan Workers' Compensation Law, are received from the District's insurance provider to the extent that the employee has adequate leave time available.

Any bargaining unit member who is absent because of an injury or disease sustained or contacted during the course of his/her employment by the Lakeview School District and which is compensable under the Michigan Worker's Compensation Act, shall, at the employee's option, receive fractional sick leave pay of the difference between the workers' compensation benefit and his/her regular salary deducted by said fraction until such time as his/her sick leave time is exhausted.

As with any other wage or paid leave payments (including fractional sick leave payments under this provision), any deductions required by law, the Agreement, or that are elected by the employee shall be withheld from this fractional leave payment. Additionally, payroll deduction is authorized for the employee's MSPERS contributions that are the responsibility of the employee on any worker's compensation benefit received, as required by law. In the event that the balance of this fractional sick leave payment after deductions required by law is insufficient to cover any deductions required by this Agreement, elected by the employee, or the required employee MSPERS contributions on any worker's compensation benefit received, those deductions will be billed to the employee, who shall pay the invoice within ten (10) days of receipt.

If an employee does not elect to receive fractional sick leave pay, the employee will be billed for the employee's MSPERS contributions that are the responsibility of the employee on any worker's compensation benefit received, as required by law. The employee shall pay the invoice within ten (10) days of receipt.

**ARTICLE 15**  
**WORK SCHEDULE**

- A. The Board specifically reserves the right to schedule the work day, the work week, and the work year in accordance with program needs. Nothing in this Article shall be construed as a guarantee of a specific number of working hours per day or per week.

- B. The normal work week for full-time employees shall consist of a regular schedule defined at the beginning of the work year. Full time employees having a different work week will be notified, as will the Union.
- C. Regular daily working hours shall begin not earlier than 6:00 a.m. and end not later than 7:00 p.m. The Board reserves the right to change schedules when program or transportation needs require it. In this event, a minimum of three (3) working days notice will be given.
- D. Employees who are scheduled to work at least four (4) hours on a given day will be allowed one fifteen (15) minute paid work break daily to be scheduled by the immediate supervisor, taking into consideration program needs and the scheduled lunch period for each employee. Employees who are scheduled to work seven or more hours on a given day will be allowed two ten (10) minute paid work breaks daily to be scheduled by the immediate supervisor, taking into consideration program needs and the scheduled lunch period for each employee. Work breaks shall not be cumulative.
- E. The work day for those bargaining unit members scheduled to work at least thirty (30) hours or more per week shall include a lunch period of thirty (30) minutes duration to be scheduled by the immediate supervisor between 11:00 a.m. and 1:00 p.m. each day. Where the bargaining unit member is required to remain in their assigned facility for purposes of responding to work requirements during the lunch period, the thirty (30) minute interval shall be paid at the bargaining unit member's regular rate. Where the bargaining unit member is not required to respond to work requirements and remain in their assigned facility during the lunch period, the thirty (30) minute interval shall be unpaid.
- F. Scheduled days and hours of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions (as defined by city, county, or state health authorities) will be rescheduled as necessary to ensure instruction as prescribed by Michigan Law. Employees shall be excused from reporting for school on those days and hours, which are canceled due to the above conditions at the discretion of the employer.

Employees will receive their regular hourly rate for days and hours that are canceled but shall work on the rescheduled days and hours with no additional compensation. Employees, who with administrative approval, worked on canceled days shall be paid for work performed on rescheduled days.

If school is canceled, due to the above conditions, after buses have departed to pick up pupils, employees may be required to report and remain for all or a portion of their regularly

scheduled hours and shall be paid for time worked as well as for any rescheduled days/hours attributable to the cancellation of student instruction time on that day.

The parties agree that this contract provision has been negotiated to comply with the provisions of the Revised School Code and the State School Aid Act to ensure that the District will incur no loss of state aid. Further, the parties recognize the District's obligation to comply with requirements set forth by the State Board of Education respecting the number of "student Instruction" days as defined by that agency. In addition to any requirements of either the Revised School Code and/or the State School Aid Act to receive full state aid, the parties agreed to reschedule lost days of student instruction (attributable to the above conditions) to ensure the minimum number of instructional days required by the Department of Education for both regular school year and extended (e.g. 230 day programs).

Employees will follow the inclement weather cancellation and make-up schedule of the K-12 facility where their assigned duties are performed. Each employee shall be notified of his/her "assigned" building, for inclement weather purposes, at the beginning of the school year. However, assignments may be periodically changed as dictated by needs.

## **ARTICLE 16**

### **JOB DESCRIPTIONS/DUTIES**

Upon hiring, the employer shall furnish the employee with the standard written job description for his/her job. Where job descriptions are changed significantly, the employer will discuss the changes with the Union.

## **ARTICLE 17**

### **EVALUATIONS**

- A. The main purpose of paraprofessional evaluation is the improvement of instruction by helping and encouraging each paraprofessional to improve his/her performance including continued development of effective instructional support and increased student achievement. Evaluations shall not be used as a tool for discipline.
  
- B. Paraeducators will be evaluated annually. Evaluations shall take place prior to the fourth (4<sup>th</sup>) Friday in May. If a paraprofessional is not evaluated during this time, he or she is to be considered as performing his or her duties at the Effective level as measured by the categories of Highly Effective, Effective, and Ineffective.

- C. Formal evaluations will be made by the building principal with input from the teacher with who the paraprofessional works and/or is assigned. A written evaluation will be prepared by the evaluator, with one copy given to the paraprofessional, one copy maintained by the principal, and the original provided to the Assistant Superintendent for Human Resources for placement in the paraprofessional's personnel file.
- D. A copy of the evaluation form will be available to any paraprofessional upon the paraprofessional's request.

**ARTICLE 18**  
**EMPLOYEE PROTECTION**

Any case of assault upon an employee shall be promptly reported to the supervisor or designated representative. The Board shall render assistance to the Employee in connection with the handling of the incident by law enforcement authorities.

**ARTICLE 19**  
**INVOLUNTARY TRANSFERS**

Involuntary transfers may occur due to declining enrollment or to more effectively serve the needs of students. When reassignments are made, the union will be advised of the rationale for making the change of assignment. An effort will be made to reassign employees in a manner that does not reduce the number of hours of the affected employee.

**ARTICLE 20**  
**LAYOFF AND RECALL**

- A. The word "layoff" means a reduction in the work force, or hours.
- B. When a reduction in the number of paraeducator staff positions will result in layoff, the Superintendent or his/her designee will confer with the Chapter Chairperson of the Union regarding the reasons and the impact of the proposed layoffs.
- C. When a layoff takes place, employees not entered on the seniority list shall be laid off first provided that a more senior employee is qualified to perform the duties of the remaining positions. Thereafter, employees shall be laid off in the inverse order of their seniority, i.e., the least senior employee on the seniority list being laid off first provided there are employees qualified to perform the duties of the remaining positions.



- D. Employees to be laid off will receive at least five (5) calendar days notice of the layoff. The Chapter Chairperson shall receive a list from the Employer of the employees being laid off on the same date the notices are issued to the employees.
- E. Laid off employees may at their option become substitutes.
- F. When the working force is increased after layoff, employees will be recalled according to seniority with the most qualified senior employee on layoff being recalled first. Notice of recall shall be sent to the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) work days from receipt of the notice of recall, he/she shall be considered a quit. In proper cases, extensions may be granted by the Employer.
- G. Employees will remain on the recall list for twenty-four (24) months following layoff or the length of their seniority whichever is less.

**ARTICLE 21**  
**VACANCIES**

- A. A vacancy shall be defined as a newly created position represented by the Union in this bargaining unit or a present position represented by the Union in this bargaining unit which position becomes vacant by reason of the permanent separation (resignation, death, discharge) of the bargaining unit member formerly in said position.
- B. Vacancies shall be posted for five (5) days, as defined by days when the Employer's central office is open for business, in a conspicuous place in all buildings before being filled. The Board shall not be required to post more than one (1) vacancy resulting from the successful bidding or transfer of a bargaining unit member to a vacant position during the regular school year. Employees wishing to receive summer postings shall provide a self-addressed stamped envelope to the Employer.
- C. After the expiration of the posting period, the Board may fill the position by transfer of an employee or by awarding the position to another applicant. In making the decision to award the position to the applicant, the Board will consider the qualifications, skills, abilities and experience of the applicants including the length of service in the school district and other relevant factors. When all factors are equal, seniority will prevail. The applicant selected shall be notified of his/her selection and the time and place to report for work.

- D. Employees desiring to apply for an initial vacancy must make written application within the posting period.
- E. Employees awarded a vacancy in accordance with the terms of this Article, will be granted a thirty (30) day, as defined by days worked in the new position, trial period to determine:
  - 1. Ability to perform the job; and
  - 2. Desire to remain in the new job.

At the close of or during the trial period, the Board may return the employee to his/her former position if he/she is unable to perform the job, in the Board's judgment. The employee may voluntarily return to his/her former position at any time during the trial period. During the trial period, the Board may utilize a substitute in the former position of the employee who has been awarded the vacancy.

**ARTICLE 22**  
**RESIGNATIONS**

An employee is requested to give two (2) weeks written notice in advance of leaving, if possible.

**ARTICLE 23**  
**CONSOLIDATION OR ELIMINATION OF JOBS**

The Employer agrees that a consolidation or elimination of jobs will not be affected without a meeting with the Union.

**ARTICLE 24**  
**SICK LEAVES OR ABSENCES**

- A. All paraeducator employees employed by the District will be allowed up to ten (10) days paid sick leave per school earned at a rate of one day per month. This leave is cumulative; and if not used, carries over to subsequent years in full, with the limitation that the employee may not accumulate such sick leave in excess of one hundred (100) days.
- B. The Superintendent or designee can, in sole discretion and at the District's expense, order a medical report or a physician's examination concerning the health of an employee who uses

paid sick leave in excess of five (5) days, or exhibits a pattern of absenteeism or suspected abuse.

C. Sick leave may be used for:

1. the employee's illness;
2. physical examinations, medical, dental, or other health treatments which cannot reasonably be deferred and which cannot be scheduled outside of the employee's scheduled work time.
3. An employee may use up to five (5) days of accumulated sick leave each year to attend to the illness of a child or spouse living in the household.
4. All employees, while on paid sick leave, shall be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement.

## **ARTICLE 25**

### **EMERGENCY/PERSONAL LEAVE**

The Superintendent or designee, may at discretion, grant personal leaves of absence with pay to attend to urgent business that can only be transacted during the school day for a maximum of two (2) days for the following purposes: religious observance, death of a friend or relative not covered in funeral leave, family illness, and other business matters of an urgent or emergency nature. This leave may not be used for vacation, recreation, or social events or before or after a holiday or school break. While a reason is not required, it is expected that the use of personal leave days follow the guidelines outlined above. Unused personal leave days will be added to the paraeducator's accumulated sick leave at the conclusion of the school year.

A paraeducator must give notification not less than 48 hours in advance, except in extreme emergencies when they must give notification at the earliest possible time to their building administrator either personally, or by telephone.

## **ARTICLE 26**

### **FUNERAL LEAVE**

Employees may take up to three (3) days per year of leave time with pay for attendance of funerals of members of their immediate family. In extenuating circumstances, involving funeral in the immediate family, two (2) additional days of funeral leave may be allowed with the approval of the Superintendent of Schools. This is interpreted to mean the employee's father,

father-in-law, mother, mother-in-law, husband, wife, son, daughter, brother, sister, grandmother or grandfather or grandchild.

**ARTICLE 27**  
**HOLIDAYS**

2009-2010	January	5 days
	April	2 days
2010-2011	January	5 days
	April	3 days

Holiday pay will be included in the first pay period in the respective months each year.

**ARTICLE 28**  
**JURY DUTY/COURT APPEARANCE LEAVE**

- A. A leave of absence shall be granted for jury duty provided the employee applied for same immediately upon notice from the court. The Employee shall be paid the difference between the jury duty pay and regular wage for the period served. If the employee is released by the court during the employee's regular hours, the employee shall report to work.
- B. A leave of absence shall be granted when subpoenaed as a court witness in a job related situation without loss of pay where the employee is not a party to the action and where the employee is neither the plaintiff nor defendant. The employee shall be paid the difference between the witness fee and regular wage for the period. If the employee is released by the court during the employee's regular hours, the employee shall report to work.

**ARTICLE 29**  
**UNPAID LEAVE OF ABSENCE**

A. Child Care Leave

A leave of absence shall be granted to an employee for the purpose of child care. An employee who is pregnant shall be entitled, upon request, to a leave to begin at any time between the commencement of her pregnancy and one (1) year after a child is born to her.

Such leave shall be granted without pay or increment for a period not to exceed one (1) year beyond the date on which the leave became effective.

An employee who has adopted a child or is responsible for caring for a child living in his/her home shall be entitled, upon request, to a child care leave of up to one (1) year in length.

The employee shall notify the Superintendent or Superintendent's designee in writing of his/her desire to take a leave. The letter requesting leave shall include the anticipated date of return and, except in an emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin.

B. Serious Illness of the Employee or a Member of the Immediate Family.

Leave due to illness shall be for a period of not more than one year. The Employer shall require medical verification. The definition for the immediate family for this Article is defined as the paraeducator's child, spouse, or any person who permanently resides in the paraeducator's household.

C. A Paraeducator on an unpaid leave will not be entitled to accumulate sick leave or other paid leave.

D. An employee returning from a leave of absence shall be required to notify the Employer in writing of the date of his/her intent to return three (3) weeks prior to such return. If an employee fails to return from an expired leave, it shall be construed as a voluntary resignation.

E. An employee returning from a leave of absence shall be reinstated to the position he/she held when his/her leave began provided the employee returns to work within sixty (60) work days.

**ARTICLE 30**  
**HEALTH EXAMINATIONS**

Any medical examination required by the District or by Law will be paid for by the District at the District's designated physician.

**NOTE:** Hepatitis shots are provided by Board policy.

**ARTICLE 31**  
**BARGAINING UNIT WORK**

Non-bargaining unit members will not be engaged in paraeducator unit work where the intent is to reduce, displace, or replace an Employee's regular hours of employment.

This will not preclude the use of students hired under Federal or State funded programs, provided they are not used to reduce, displace, or replace the hours of bargaining unit employees.

**ARTICLE 32**  
**RATES FOR NEW POSITIONS**

When a new position is created in the bargaining unit, the Employer shall notify the Union of the new position prior to its posting. The rate of pay for the new position will coincide with Article 33 (Wages).

All paraeducators are expected to have upon hire or complete during their probationary period the requirements for Highly Qualified status. Paraeducators meeting the requirements for Highly Qualified status upon hire will be placed on Level B of the wage scale regardless of the means by which they meet Highly Qualified requirements.

Paraeducators who do not meet the requirements for Highly Qualified status upon hire will be placed on Level A of the wage scale. Paraeducators who do not meet the requirements for Highly Qualified status by the end of their probationary period (see Article 2) will be considered to have not successfully completed their probation and their employment as a paraeducator will be terminated.

**ARTICLE 33**  
**WAGES**

	<u>2012-13</u>	<u>2012-13*</u>	<u>2013-2014</u>
Step A Probationary – Non Highly Qualified	\$10.71	\$10.82	\$10.93
Step B Starting Salary – Highly Qualified	\$10.81	\$10.92	\$11.03
Step C	\$11.23	\$11.34	\$11.46
Step D	\$11.57	\$11.69	\$11.80
Step E	\$11.96	\$12.08	\$12.20
Step F	\$12.39	\$12.51	\$12.64
Step G	\$12.79	\$12.92	\$13.05

\*this 2012-2013 adjusted wage scale goes into effect with the February 14, 2013 payroll.

Paraeducators who were hired prior to 7/1/2000 and who have not completed ten (10) hours of professional development by 8/31/2011 will be placed at Level B as of 9/1/2011.

At levels A-G, paraeducators will pay up to \$50 toward all approved outside District professional development activities. Following Level G, the District may pick up the cost of approved professional development activities. Professional development activities must be approved by both the building administrator and the Assistant Superintendent for Curriculum and Instruction. The District will offer a minimum of ten (10) hours of professional development activities approved by the Assistant Superintendent for Curriculum and Instruction for the purpose of advancing the skills and knowledge of paraeducators and providing them the opportunity to move steps on the wage scale.

When completing professional development hours, paraeducators must designate whether those hours are to count toward the requirement for a step increase or for pay. Hours may not be counted for both purposes.

Professional Development Hours for the Purpose of Step Increases for Paraeducators at Steps B-F:

A school year is defined to be July 1<sup>st</sup> through June 30<sup>th</sup>. In order to qualify for one (1) step increase, the paraeducator must have satisfied both of the following conditions during the previous school year - 1) completed a minimum of ten (10) hours of professional development and 2) received an effective performance evaluation (using the categories Highly Effective, Effective, Minimally Effective and Ineffective, effective is defined as the first two categories). Step increases will be determined in July based on the professional development documentation submitted by the paraeducator and the performance evaluation submitted by the building principal prior to June 30<sup>th</sup> of each year. Any additional professional development hours beyond those required to receive a step increase done during one school year may not be carried over to the next school year for the purpose of subsequent step increases ("banking" of hours from one year to the next is not allowed).

Instead, a paraeducator at steps B-F who completes professional development hours in excess of ten (10) hours during the defined school year will be paid at their hourly rate for hours beyond ten (10) but not more than twenty-five (25).

Professional Development Hours for the Purpose of Pay for Paraeducators at Step G:

A school year is defined to be July 1<sup>st</sup> through June 30<sup>th</sup>. Paraeducators will be paid at their hourly rate for up to thirty-five (35) professional development hours during any one school year.

Paraeducators who have eight years of seniority within the bargaining unit and have accumulated 30 additional hours of approved professional development beyond the 50 hours necessary to obtain the highest level on the salary schedule, will receive a stipend of \$300. All approved hours earned after the 50 hours will count toward the 30 hours of additional professional development. Stipend to be paid the last pay period in June of each year.

**ARTICLE 34**  
**SEVERABILITY**

If any part of this Agreement is rendered or declared illegal by legislation or by a court or administrative agency of competent jurisdiction, such term or provision shall immediately become invalid and unenforceable, but such invalidity and unenforceability shall not impair or affect any other term or provision of this Agreement.

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Government and School District Fiscal Accountability Act, 2011 Public Act 4.

**ARTICLE 35**  
**ORIENTATION – NEW EMPLOYEES**

In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities there under, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with the new bargaining unit members outside of their work day within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.



**Duration of Agreement**

This Agreement shall become effective on July 1, 2011 and shall remain in full force and effect for a period of three (3) years thereafter, until June 30, 2014 with an annual reopener for wages (article 33). IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FULLY AUTHORIZED REPRESENTATIVES OF THE PARTIES NAMED HEREIN ON September 7, 2012.

FOR MICHIGAN COUNCIL 25  
AFSCME, AFL-CIO  
LAKEVIEW PARAEDUCATORS,  
CHAPTER OF LOCAL 331

Angela M. Tabor  
Angela Tabor  
9/7/12  
Date

Maria D. Ozzello  
Maria Ozzello  
9-7-12  
Date

Mary Ellen Munoz  
Mary Ellen Munoz  
9/25/12  
Date

FOR LAKEVIEW SCHOOL DISTRICT

Steven C. Skalka  
Steven C. Skalka  
9/7/12  
Date

Amy Jones  
Amy Jones  
9/7/12  
Date

**Lakeview School District  
 Lakeview Paraeducator Employees  
 Ratification Document January 10, 2013**

**ARTICLE 33  
WAGES**

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Step G	\$12.79	<b>\$12.92</b>	<b>\$13.05</b>

**Each wage column represents a 1% increase over the previous column.**

**\*this 2012-2013 adjusted wage scale goes into effect with the February 14, 2013 payroll.**

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~~Should the wage/salary scale as negotiated in the LEA Collective Bargaining Agreement be increased by any percentage or specific dollar figure, this bargaining unit may request to reopen this article, and only this article, of this agreement.~~

**DURATION OF AGREEMENT**

This Agreement shall become effective on July 1, 2011 and shall remain in full force and effect for a period of three (3) years thereafter, until June 30, 2014 ~~with an annual reopener for wages (article 33)~~. IN WITNESS HEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS FULLY AUTHORIZED REPRESENTATIVES OF THE PARTIES NAMED HEREIN ON \_\_\_\_\_.

FOR MICHIGAN COUNCIL 25  
AFSCME, AFL-CIO  
LAKEVIEW PARAEDUCATORS,

FOR LAKEVIEW SCHOOL DISTRICT

CHAPTER OF LOCAL 331

\_\_\_\_\_  
Angela Tabor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steven C. Skalka

\_\_\_\_\_  
Date

\_\_\_\_\_  
Maria Ozzello

\_\_\_\_\_  
Date

\_\_\_\_\_  
Amy Jones

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Ellen Munoz

\_\_\_\_\_  
Date

CHAPTER OF LOCAL 331

*Angela M. Tabor*

Angela Tabor

*1-15-13*

Date

*Steven C. Skalka*

Steven C. Skalka

*1-15-13*

Date

*Maria Ozzello*

Maria Ozzello

*1-15-13*

Date

*Amy Jones*

Amy Jones

*1-18-13*

Date

*Mary Ellen Munoz*

Mary Ellen Munoz

*1-15-13*

Date