

3206

8/31/97

1994 - 1997

Paraprofessionals

C O N T R A C T

Macomb Intermediate School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Agreement between the
Macomb Intermediate School District
and the
Macomb Intermediate Federation of Teachers
AFT - Local 2144

Macomb Intermediate School District

Board of Education

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PREAMBLE

This agreement is entered into on this 17th day of November, 1994, by and between the Board of Education of the Macomb Intermediate School District, County of Macomb (hereinafter called the "Employer"), and the Para-Professional Chapter of the Macomb Intermediate Federation of Teachers, AFT Local 2144 (hereinafter called "the Union"), for the period beginning September 6, 1994, and ending August 31, 1997.

WITNESSETH

WHEREAS, the Employer and the Union recognize and declare that providing a quality education for the appropriate mentally handicapped children of the district is their mutual aim and that the character of such education depends upon the quality of performance of all parties concerned, and

WHEREAS, the parties have reached certain understandings which they desire to confirm to this agreement,

IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I

RECOGNITION

Section 1: **Employee Classification**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all para-professionals engaged in non-supervisory positions who are placed in the salary schedules herein, and excluding all other employees. For the purposes of this agreement, the term "employees" shall mean any member of the bargaining unit.

Section 2: **Assignment of Work**

Work presently performed by members of the bargaining unit shall not be assigned to employed persons outside the unit, excluding co-op training students or any other on-job trainee without the consent of the Union except that nothing in this section prohibits the Employer from performing any work that is inherently a part of the Macomb Intermediate School District function.

Section 3: **New Positions**

Should the Board wish to establish any new Paraprofessional positions not specifically mentioned in this contract, said position shall be determined as to wages, hours and conditions of employment in consultation with the MIFPP prior to its effective date of operation.

Section 4: **Relationship of New Positions**

If such positions fulfill the classifications of Section 1 of this Article, all personnel hired to fill those positions shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this agreement.

Section 5: **Fair Employment Practices**

- A. This agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Employer agrees that with respect to hiring, working conditions, and promotion practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, marital status, age, or prior, present or past participation in activities of the Union.
- C. The Union agrees to admit all bargaining members to membership without discrimination by the reason of race, creed, color, national origin, sex, marital status, age, or prior, present or past participation in the activities of

ARTICLE I

any employee organization.

- D. The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees that within the limitations and capabilities of its personnel to seek out and recruit staff members who best fulfill these requirements.

Section 6: Union Dues Check-Off

- A. Upon filing with the Employer of the written authorization form for payroll deduction designated below, signed by the employee, the Employer agrees, during the term of this agreement and any extension or renewal thereof, to deduct union membership dues or a service fee which shall be equivalent to the amount of dues uniformly required of members of the exclusive bargaining representative, which have been levied in accordance with the Constitution and Bylaws of the Union from the pay of such employee. The form of the authorization shall be as follows:

**AUTHORIZATION FOR DEDUCTION OF MACOMB INTERMEDIATE
FEDERATION OF PARA-PROFESSIONALS MEMBERSHIP
DUES OR SERVICE FEES**

I hereby authorize Macomb Intermediate School District to deduct the sum of _____.

CHECK ONE BOX BELOW

Representing my dues for membership in the Macomb Intermediate Federation of Para-Professionals, MFT-AFT

or

As a service fee representing my share of collective bargaining costs of Macomb Intermediate Federation of Para-Professionals.

CHECK ONE BOX BELOW

From my third through eighth inclusive paycheck

or

Once each month from the second pay of the month

or

Half the amount from my third paycheck and half the amount from my fourth paycheck.

ARTICLE I

Either sum to be paid in full to the Treasurer of the Macomb Intermediate Federation of Para-Professionals. 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. I further authorize the Federation Treasurer to change the amount of this deduction when such change has been adopted by a vote of the membership as prescribed by the Constitution of the Macomb Intermediate Federation of Para-Professionals, MFT-AFT Chapter 2144.

SIGNED _____

- B. Deductions, in accordance with paragraph A of Section 6, shall be in the amount and on the pay date(s) stipulated in the authorization form found in said paragraph A of Section 6. The Employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one week following such deduction to the Treasurer of the Union.
- C. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments still pending shall be forwarded within five (5) business days after they are determined. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer.
- D. The Union agrees at least thirty (30) calendar days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such authorizations.
- E. The Employer 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 event that the union has received monies in excess of authorized deductions, it agrees to notify the Employer so that appropriate adjustments can be made in future deduction schedules.
- F. Dues, contributions or gifts to the Macomb Intermediate Federation of Teachers are not deductible as charitable contributions for federal tax purposes. Dues paid to the Macomb Intermediate Federation of Teachers, however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Section 7: Union Security

The Employer and Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- A. Within thirty (30) calendar days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.
- B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of union dues during such period, or having joined, has not continued to pay union dues, shall immediately execute an authorization permitting deduction of service fees representing the proportionate share of collective bargaining costs as determined by the Union from time to time. It is understood that payment of such sums shall not constitute an agreement to become a member of the Union.
- C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this agreement or its extensions or renewals, as well as new hires) of the above stated requirements and shall forward to the Union, within the above stated thirty (30) calendar day period, the name(s) of such employees and date of employment.
- D. Failure within the above stated thirty (30) calendar days to deliver authorization for deduction of either new union dues or the above described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) calendar days, to discharge such employee within five (5) working days; it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
- F. Macomb Intermediate Federation of Para-Professionals shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages, or other forms of liability of expense that may arise out of or by reason of action taken by the Employer for the purpose of

ARTICLE I

complying with Sections 6 and 7 of this Article, including all court costs and reasonable legal fees of the Employer's counsel. The Union further agrees that if it shall fail to reimburse the Employer promptly upon demand for any of the aforesaid items, the Employer shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Employer, until paid in full, thirty (30) percent of all membership dues and service fees collected by the Employer on behalf of the Union, pursuant to provisions of this Article.

ARTICLE II

EFFECT OF AGREEMENT

Section 1: Commitment

The parties mutually agree that terms and conditions set forth in this agreement represent full and complete understanding and commitment between the parties.

Section 2: Provisions Contrary to Law

If any provision of this agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced except to the extent permitted by law. All other provisions of this agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiating substitute language for the voided provisions(s).

Section 3: Employee Contracts

Any contract between the Employer and an individual employee shall be expressly subject to terms and conditions of this agreement.

Section 4: MISD Policy Book

A copy of the MISD policy book shall be forwarded to the Union President provided that management of this book shall be governed by the rules and regulations covering all MISD policy books, including return during the summer months for review and updating. Additionally, the Union shall be given a copy of any new central office directives or procedures affecting any or all of the building staffs.

ARTICLE III

DEFINITION OF RESPONSIBILITIES AND RIGHTS

Section 1: Management Rights

The Employer, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of Macomb Intermediate School District and its properties and facilities and the activities of its employees;
- B. To hire all employees and subject to provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To establish all functions, programs and services as prescribed by law or as deemed necessary or advisable by the Employer;
- D. To decide upon the means and methods of providing those functions, programs and services, the selection of appropriate equipment and materials and the use of aids of every kind of nature;
- E. To determine hours of work, duties, responsibilities, assignments and work locations of all employees with respect thereto, and with respect to administrative and non-instructional activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 terms of this agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

Section 2: Academic Freedom

No material about an employee pursuing his/her duties with Macomb Intermediate School District gathered by means of any electronic communications device shall be admissible as evidence in any action against an employee without his consent.

ARTICLE III

Section 3: Personnel Files

- A.
1. Employees shall be permitted to inspect all of the contents of their personnel file. There shall be a single permanent personnel files. Related personal references normally sought at time of employment are specifically excepted from such review. This is the only operative file.
 2. Any materials contained in the personnel file with exception of that noted in Section 3, paragraph A.1 above, not shown to an employee and not offered to him/her for initialing (which initialing shall signify only that the employee has read the materials and not that he/she necessarily agrees with the content) within ten (10) working days after receipt shall not be permitted as evidence in any grievance or any disciplinary action against such employee. Disciplinary statements unrelated to potential criminal charges shall be removed after two years at the written request of the employee providing there is no further basis for written reprimand or disciplinary action (except that which is necessary for payroll purposes).
 3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her comments.
 4. In the event the employee refuses to sign the material, one of the following procedures shall be used:
 - a. The Employer and/or Union may request a witness to the delivery of the material to the affected employee, or
 - b. The material may be sent by registered mail and return receipt attached to the material and placed in the affected employee's file.
- B. Other Files
1. **Grievance File:** All documents pertaining to the processing of grievances will be maintained in the Director of Employee Relations Office and the Union Office.
 2. **Principal's File:** This file shall consist of copies of signed evaluations, a copy of which has also been given to the employee.
- C. Upon request the employee may review all files which are duplicates of Personnel file items.

ARTICLE III

Section 4: Study Committee

Inservice and professional development (Section 97) shall be one committee made up of professionals, paraprofessionals, and administrators. Professional and paraprofessional members shall be appointed by the union and will make up at least 51% of the committee. The committee shall develop its rules of operation.

Section 5: Discipline and Discharge

A. Interview/Hearing

Disciplinary interviews and reprimands will be considered in private and the employee will be given advance notice in writing that such an interview is being scheduled. An affected employee, however, will have the right in all such instances to request the presence of a union representative at said interview. When such a request is made, the interview will not proceed until the representative is in attendance (except in instances of unreasonable delay - 24 hours). The interviewing administrator reserves the right to have a member of the administrative staff present.

B. Just Cause

An employee shall be subject to discipline or discharge only for just cause. Inclusive, but not exclusive, in just cause are: incompetence, willful abuse of administrative procedures and behavior which adversely affects his/her job performance or students he/she serves. Discharge for incompetence and/or willful abuse of administrative procedures will be preceded by a written evaluation and not less than one (1) week time allowance to make corrections noted therein prior to such discharge. Final discharge action will be taken only by the Assistant Superintendent for Personnel & Employee Relations, or, in his absence, the Superintendent.

C. Grievances

1. In the event an employee is disciplined or discharged and believes he/she has been unjustly disciplined or discharged, the employee may process his/her complaint through the grievance procedure herein. Discharge during the probationary period shall not be grievable.
2. In event it should be decided under the grievance procedure that the employee was unjustly discharged, the Employer shall reinstate such employee with full seniority for the period of the discharge, and shall pay full compensation at the employee's regular rate of compensation, less any earned income during period of alleged unjust discharge.

ARTICLE III

Section 6: Union Business on District Property

- A. The Union and its representatives shall have the right to use the Macomb Intermediate School District buildings for meetings at any time that is not in conflict with the working hours of the employees or with any function of the Macomb Intermediate School District, provided that when special custodial service is required, the Employer may make a reasonable charge therefor. No charge shall be made for the use of rooms one (1) hour before the commencement of the business day nor until 6:00 P.M. of that business day. Such use will require that the Union follow the established building scheduling procedures.
- B. Duly authorized representatives of the Union shall be permitted to transact official union business on the Macomb Intermediate School District property, provided that such transaction shall not interfere with the working hours of the employees or with any function of the Macomb Intermediate School District, and further provided that the administration shall not be required to open buildings on days or at times they are normally closed or to permit use at such times as custodians are not scheduled or not available.

Section 7: Bulletin Boards

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin board space within the staff lounge areas in all locations where members of the bargaining unit are permanently assigned. There will be a separate bulletin board at all District owned buildings for union business. Said notices and other materials may be circulated through office mail service.

Section 8: Furnishing Information

The Employer shall make available to the Union within a reasonable time (for purposes of this section, "reasonable time" should not extend beyond two (2) weeks) any statistics, records, work schedules or other information which the Union considers necessary for preparation of bargaining demands, for implementation of terms of this agreement or for processing grievances arising out of this agreement. The Union agrees to reimburse the Employer for the cost of labor and materials expended to comply with this section. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled.

Section 9: School Board Meetings

- A. Board agendas shall be provided for the Union President at the time they are sent to the Board. In the case of cancellations, the Union President shall be notified.

ARTICLE III

- B. An unofficial copy of all regular board meeting minutes shall be given to the Union President within one (1) week following all regular school board meetings. Said minutes will be stamped at the top of each page "Unofficial". An official copy will be forwarded thereafter to the Union President.

Section 10: Facilities and Supplies

Facilities and supplies are a function and responsibility of the Employer and will be provided within a reasonable time.

Section 11: Lounge Facilities

Every effort will be made to provide lounge facilities for Macomb Intermediate School District employees. When feasible, designated rooms or areas which are not being utilized for instructional purposes may be used as lunch rooms for staff members.

ARTICLE IV

NEGOTIATION PROCEDURES

Section 1: New Agreement

Negotiations for a new agreement or modifications of the existing agreement shall begin at a time, date and place mutually determined by the Employer and Union.

Section 2: Representatives

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 Employer 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.

Section 3: Requested Conference

After ratification of this agreement, either party may request conferences to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. However, contract alterations shall not be discussed except by mutual agreement of both parties. Conferences shall be held at the earliest opportunity following such request. If a requested conference is not held within fifteen (15) working days, the requesting party shall forward the request to the Superintendent of Schools who will arrange for such conference within a fifteen (15) workday period following receipt of such written request.

ARTICLE V
GRIEVANCE PROCEDURE

Section 1: Definitions

- A. A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement regarding hours, wages and working conditions.
- B. An aggrieved person shall mean any member of the bargaining unit or the Union on its own behalf making the complaint.
- C. Wherever the term employee is used, it is to include any member(s) of the bargaining unit.
- D. Wherever the singular is used, it is to include the plural.
- E. Wherever notice is used, it is meant that such be written notice to all persons concerned.
- F. The term days in this Article shall mean duty days, except where otherwise indicated.

Section 2: General Principles

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the principal, it may be initiated at Step I of this procedure.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- D. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article, whose duty hours are affected, shall be excused with pay for that purpose.
- E. Forms for filing and processing grievance shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- F. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

ARTICLE V

- G. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- H. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- I. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.
- J. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.
- K. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, the arbitrator's fee shall be borne by the party against whom the arbitration decision is made.
- L. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulations, each party of interest shall submit a written statement of the issue(s) to the arbitrator in advance of the hearing date.
- M. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.
- N. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- O. After Step I the grievance procedure shall be considered a part of the appellate process. No matter not raised previously, including remedy, may be discussed.

Section 3: Procedure for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

ARTICLE V

A. Informal Conference

1. A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the principal with the object of resolving the matter informally.
 - a. By an employee, in person, on his/her own behalf.
 - b. By an employee accompanied by the Union.
 - c. Through the Union Chapter Chairperson or his/her designee if the employee so requests.
 - d. By the Union Chapter Chairperson or his/her designee in the name of the Union.
2. In the event the matter is resolved informally and the union representative was not present at the adjustment of the complaint, the Superintendent or his/her designee shall inform the Union of the adjustment.

B. Step I - Written Procedure

In the event the matter is not resolved informally the grievance, stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his/her designee within fifteen (15) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

1. The grievance may be lodged and therefore discussed with the Superintendent or his/her designee:
 - a. By an employee in person on his own behalf.
 - b. By an employee accompanied by the Union Chapter Chairperson or his/her designee.
 - c. Through the Union Chapter Chairperson or his/her designee, if the employee so requests.
 - d. By the Union Chapter Chairperson or his/her designee in the name of the Union.
2. Within ten (10) days after receiving the written grievance, the Superintendent or his/her designee shall communicate his/her

ARTICLE V

decision along with his/her reasons in writing on the grievance form to the Union Chapter Chairperson or his/her designee and to the aggrieved employee, if any.

C. Step II - Written Procedure

Within five (5) days after receiving the decision of the Superintendent or his/her designee, an appeal from the decision may be made to the Board of Education. The appeal may be processed only by the union, not by an individual bargaining unit member. The appeal shall be in writing on the form provided and shall be accompanied by a copy of the original grievance and decision at Step I.

1. At its next scheduled meeting (but in no event less than five (5) days or more than thirty-five (35) calendar days) after the appeal, the Board of Education shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step I and counsel for the Union, if requested by the Union. Participants in this hearing shall be given at least three (3) days notice of the hearing.
2. No later than five (5) days after its next scheduled meeting, after the hearing on the appeal, the Board of Education shall communicate its decision in writing on the form provided, together with supporting reasons, to the Director/Supervisor, the Superintendent or his/her designee, the Union President or his/her designee, counsel for the Union (if any), and to the aggrieved employee, if any.

D. Step III - Arbitration

Within ten (10) days after receipt of the decision of the Board of Education, the Union may appeal the decision to binding arbitration under the auspices and rules of American Arbitration Association.

ARTICLE VI

SENIORITY, DISCIPLINE AND DISCHARGE

Section 1: Seniority

A. An employee's seniority shall be defined as his/her length of service since his/her hiring date. The hiring date shall mean the date the employee first reported to work as a regular para-professional employee of the Macomb Intermediate School District. Seniority will be subject to the following provisions:

1. The employee shall accumulate seniority in each school year by application of the following formula:

$$\frac{365 - \text{full days absent}}{365}$$

- a. Deductible absences shall include educational, parental, and disciplinary suspension.
 - b. Nondeductible absences shall include allowable sick days, personal business, jury duty, medical up to six weeks, extended health up to six weeks, unpaid relief time, military and bereavement.
2. Using the above formula, movement on the salary grid shall be determined as follows:
- a. .75 - 1.00 = full year increment
 - b. .50 - .74 = one-half year increment
 - c. .0 - .49 = no increment
3. Probationary period for new employees will be a period of ninety (90) working days from the date of hiring during which new employees must serve on the job.
4. Seniority shall not accrue during the probationary period provided, however, that upon completion of the probationary period all probationary days shall be credited to the employee's seniority time.
5. Adjustments occasioned by the operation of 1-3 above shall be made at the end of each school year.

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6. The Employer shall provide an adjusted seniority list to the Union at the earliest possible time after September of each school year.
7. Notwithstanding the above, an employee who has been off work for work related disability shall continue to accrue seniority for two (2) years.
8. No seniority shall be accrued or granted other than within the bargaining unit.
9. In the event years of seniority are equal:
 - a. Date of hire shall prevail, or if equal,
 - b. Experience outside the bargaining unit in a related capacity shall prevail, or if equal,
 - c. Credit hours beyond a high school diploma shall prevail.

Section 2: Termination of Seniority

An employee's seniority shall terminate when:

- A. The employee resigns.
- B. The employee is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
- C. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the Union and the employee at his/her last known address, notifying the employee that his employment has been terminated; except in extenuating circumstances acceptable to the Employer.
- D. Failure to return from sick leave and leaves of absence will be treated the same as paragraph C. above.
- E. Retirement under Michigan Public School Employees Retirement Fund.

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VACANCIES, ASSIGNMENTS, TRANSFER, AND PROMOTION

Section 1: Definitions

- A. **Transfer** is movement within a classification and/or division. A transfer may be between grade levels and/or buildings.
- B. **Transfer Request** is an application for a transfer.
- C. **Vacancy** is an unfilled position before transfer possibilities have been exhausted or when a new position is created for which no transfer requests are on file.
- D. **Opening** is an unfilled position after all transfer possibilities have been exhausted.
- E. **Posting** is the publicizing of an opening.
- F. **Bid** is an application for a posted position.
- G. **MR** (Mentally Retarded) is a division composed of three classifications: Trainable, Severely Multiply Impaired and Severely Mentally Impaired, excluding designated categories.
- H. **EI** (Emotionally Impaired) is a division with a single classification: Severely Emotionally Impaired, excluding designated categories.
- I. **Designated Categories** such as gym and pool para-professionals, Lutz School para-professionals and others for which there are specific requirements, exist within the division and classifications, but are treated as a separate entity for the purpose of this Article.
- J. **Reduction** occurs when there are more employees in a classification than positions available in that classification, necessitating the removal of one or more employees from that classification.
- K. **Layoff** is the removal of an employee from the payroll due to a reduction.
- L. **Recall** is returning a laid off employee to the active role.
- M. **Transfer List** is a list maintained by the personnel office, where one master list will include all transfer requests.
- N. **AI** is a separate division with a single classification.

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O. Closeout

Reassignment: A move that takes place when an assignment has been eliminated and the number of positions in a classification remains equal to or more than the number of employees in that classification pursuant to Article VII, Section 6.

Reduction occurs when there are more employees in a classification than positions available in that classification, necessitating the removal of one or more employees from that classification pursuant to Article VII, Section 7.

Section 2:

Transfers Within the MISD

- A. If a transfer is desired, an employee shall make a written transfer request on a form to be provided. A transfer request may be initiated at any time although to receive consideration for a vacancy it must be filed before the vacancy occurs. It shall be filed with the Personnel Office where a list will be maintained.
- B. When the Personnel Department has received (and date stamped) notification that a vacancy exists through a requisition for personnel, subsequent incoming transfer requests will not be considered for that position or secondary openings caused by filling the primary position. No employee will receive consideration for a vacancy who has not submitted a request.
- C. Where there is a position open where certification is desirable, the most senior applicant would be transferred into the position with the understanding that, if they are not certified, they would successfully complete the training as soon as it was available. If they fail to pass the course, they would be transferred back.
- D. A transfer request shall remain active until April 30. Beginning May 1st new applications will be received for the coming fiscal year's transfer list.
- E. In the event of multiple transfer requests from one employee, only the request with the latest date shall be considered.
- F. When two or more employees apply for the same transfer, seniority shall prevail unless qualifications can reasonably be defended as determinative.
- G. An employee shall be ineligible to transfer during:
 - 1. The first year of employment.

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2. The period between acceptance of a transfer and placement on the job.
 3. The one calendar year period following placement on the job.
 4. One calendar year following the second refusal of a transfer offer.
 5. Educational leave, unless the employee agrees to return to fill the position within thirty (30) days.
- H. In order to receive a transfer outside his/her division, an employee must be acceptable to the principal in charge based on an interview. The principal's decision shall not be grievable.
- I. Following a transfer outside his/her division, an employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
- J. An employee shall have three (3) working days to accept or reject a transfer offer in writing to be delivered to the immediate supervisor or the Personnel Office. Failure shall be regarded as refusal of the offer. Written acceptance shall be binding.
- K. Placement for all persons involved in a sequential transfer shall be effected on the starting date of the person or substitute filling the last opening in the sequence.
- L. If two or more paraprofessionals seek to exchange positions, the Employer agrees to investigate the feasibility of switching their assignments.

Section 3: Involuntary Transfer

- A. When for demonstrable cause a transfer must be made on a nonvoluntary basis, the least senior employee shall be transferred first providing both parties' qualifications meet the requirements of the new positions to which they are being transferred. If an employee is transferred involuntarily, he shall not be subject to the transfer time limitations of Section 2F above.

Section 4: Transfer Outside the MISD

- A. The MISD Assistant Superintendent for Special Education and the president of the paraprofessional union shall meet with representatives of local districts to accommodate the transfer of MISD programs and personnel to local districts.

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- B. If, through the operation of law or individual agreements with local districts, it is determined that an employee should be transferred to an LEA, the employee who is most senior, who wants to transfer, shall be transferred. The Assistant Superintendent for Personnel & Employee Relations shall maintain a transfer list. The list shall be by seniority. The operation of the transfer list shall be governed by Article VII, Section 2: A, B, F, and G.

Section 5: Openings and Postings

- A. All openings shall be filled by the most qualified applicant. Management shall set the qualifications at the time of posting. For the purpose of this agreement qualifications shall be considered to be a function of training and applicable or related work experience including evaluation of past performances. Where there is reasonable doubt regarding relative weighing of these factors with respect to qualifications of two or more applicants, the Employer may resolve the issue unilaterally.
- B. Openings within the bargaining unit shall be publicized by the Employer by:
 - 1. Giving written notice of such openings to the Union seven (7) calendar days in advance of outside advertising of such opening.
 - 2. Posting such openings on the bulletin boards provided for staff use simultaneously with written notice to the Union.
 - 3. Postings shall include classification and level, job description, qualifications, building location, salary lane and the closing date for acceptance of bids.
- C. Filling of Openings

Except for unusual circumstances or for frozen positions, posted positions will be filled by a permanent employee within four months after the end of the posting period.

Section 6: Reduction and Layoff

- A. Before layoff the MISD board shall determine, following consultation with the Federation, the number of positions to be eliminated and shall so notify the Federation and employees sixty (60) calendar days prior to layoff. No paraprofessional shall be laid off pursuant to necessary reduction in personnel for any school year or portion thereof, unless they have been notified of said layoff at least sixty (60) calendar days before the effective date of said action.

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- B. In the event of a reduction the employee whose position has been eliminated shall be placed at the top on the voluntary transfer list and have three working days following notification to elect one of the following options:
1. To bump into an opening not limited to building/program, classification, division, or district subject to limitation in 3a or 3b; or to bump the lowest seniority employee in his/her building/program, or the lowest seniority employee in his/her classification district wide, or
 2. To bump the lowest seniority employee in his/her division district wide, or
 3. To bump the lowest seniority employee in the district.
 - a. In the event the bump is from MR to SEI, or vice-versa:
 - (1) The employee must be acceptable to the principal in charge based upon an interview. The principal's decision shall not be grievable.
 - (2) The employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
 - b. An employee who either does not pass an interview or who rejects the bump after an interview shall opt to:
 - (1) Bump within classification (under A1 above) if possessed of sufficient seniority, or
 - (2) Bump the next lowest seniority para-professional in the entire district.
 - c. An employee who either does not pass the probationary period or who rejects the bump during the probationary period shall be laid off.
 - (1) In the event the bump is into a designated category:
 - (a) The employee must pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
 - (b) An employee who does not pass the probationary period shall be laid off.

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- C. The Employer may offer, after discussion with the Union, and an employee may accept (or an employee may request and the Employer may grant) assignment to an opening existing after recourse to the voluntary transfer procedure in lieu of bumping another employee and without impairing recall rights.
- D. All placements shall be effected on the date an employee is laid off or on the first day of school thereafter.
- E. When deciding which of two or more probationary employees are to be laid off, the Employer shall consider qualifications, evaluations of past performance, attendance, and other relevant factors along with respective dates of hire.
- F. Job sharing arrangements pursuant to Article VII, Section 10, are possible, or
- G. Voluntary Lay-off: Any employee in the same division as the potentially reduced employee may volunteer to accept a lay-off, or
- H. Any laid off employee may be retrained by the employer.

Section 7: Assignment or Reassignment

- A. After assignment to a position and satisfactory performance therein, an employee may expect to remain in such assignment unless moved under the provisions of this contract.
- B. Reassignments are moves that take place when the number of positions in a classification equals the number of employees in that classification. Voluntary transfers among the affected employees shall be exhausted first. Any remaining moves shall be made with due consideration of minimal adverse impact on the program and wishes of higher seniority employees.

Section 8: Resignation

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Office the resignation shall not be rescinded.

Section 9: Recall

- A. Laid off seniority employees shall be recalled to vacancies, or temporary positions, in accordance with their seniority.

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- B. An employee may refuse only work opportunities for which he/she is not qualified.
- C. In the event the recall is from MR to SEI, or vice-versa:
 - 1. The employee must be acceptable to the principal in charge based upon an interview. The principal's decision shall not be grievable.
 - 2. The employee must also pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
- D. In the event the recall is into a designated category:
 - 1. The employee must pass a thirty (30) day probationary period. Failure to pass the probationary period shall not be grievable.
 - 2. An employee who does not pass the probationary period shall be laid off.
- E. An employee who either does not pass the interview or fails the probationary period shall return to layoff without loss of position on the recall list.
- F. Employees being recalled will be given two (2) calendar weeks from the date of receipt of a registered letter or telegram of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the above named period shall terminate the employee's seniority rights, except an employee on layoff who is sick or otherwise incapacitated shall notify the Board of his/her intent to return as soon as possible., And from the date of such notification such employee shall be deemed to be on unpaid sick leave. A substitute position of this nature shall be offered by seniority to any remaining employees who are on layoff.
- G. Any laid off employee who fails to notify the Personnel Office by June 30 of each year that he wishes to remain on the recall list shall forfeit recall rights. Also employees shall promptly notify the Personnel Office of change of address.
- H. Prior to recalling laid off employees, voluntary transfers pursuant to Section 2 shall be effected.

Section 10:

Job Sharing

- A. Job sharing is defined as one full time job being shared by two bargaining unit members.

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- B. The purpose of job sharing is to accommodate current MISD employees, while not causing additional operational costs to the institution or increasing the number of job positions.
- C. Job sharing is voluntary and requires the consent of the employees and the Employer.
- D. Applications for job sharing will be maintained in the Personnel Office. Applications may be submitted at any time, however, all applications will be destroyed at the end of the day on April 30. New applications will be accepted on May 1st and thereafter.
- E. Candidates for job sharing assignments must be from the same division and must meet the qualifications required for the position.
- F. Normally job sharing assignments will be made at the beginning of the school year, however, it is anticipated that exceptions may be made.
- G. Compensation (at their salary step) for the employees shall be prorated in accordance with the percentage of the work performed by each. The combined benefits for both employees shall not exceed the cost of one full time employee. An employee whose insurance premiums become partially paid by the Employer shall be obligated to pay the remainder to prevent the policies from lapsing. Article IX, Section 10, shall also apply. Employees who receive compensation for college credits shall be entitled to full compensation for college credits.
- H. Appropriate contracts reflecting proportionate work assignments shall be signed by employees after they have procured initialing by a union representative (indicating it has been read) and then signed by the Personnel Office.
- I. Job sharers may substitute at their regular rate of pay to cover each other's days of absence.
- J. Job sharers shall accrue seniority for the percentage of the year worked in accordance with the provisions and formula of Article VI, Section 1.
- K. Job sharing arrangements shall be a new permanent assignment.
- L. **Termination:** Action to terminate a job sharing arrangement may be initiated by either the Employer or one or both of the sharing employees:
 - 1. Employer Initiated Termination

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- a. The Employer shall retain the option to terminate the job sharing arrangement which is not working satisfactorily, after the Employer attempts to resolve the problems with the job sharers.
 - b. If the Employer terminates the arrangement, the higher seniority employee shall assume the currently shared position on a full time basis. The lower seniority employee shall be entitled to exercise bump rights, provided no layoff results.
 - c. The Employer reserves the right to terminate job sharing arrangement where an employee is found to be working another job during regular business hours, if such intent or interest was not made known in writing at the time of the initiation of such job sharing.
2. Employee Initiated Termination
- a. If one of the parties terminates employment or becomes incapacitated, or otherwise unavailable, the Employer shall:
 - (1) Offer to increase the work week of the remaining job sharer, or recall a laid off employee, or cover the assignment with a substitute, accept a transfer onto the assignment, or hire from the street for the balance of the school year.
 - (2) If under 1. above the Employer is unsuccessful, the Employer may assign the remaining job sharer to the expanded role for the balance of the year.
 - b. If either, or both, of the job sharers wish to change their status, a transfer request must be filed with the Personnel Office according to Article VII, Section 2.
3. No employee requested job sharing termination shall be put into effect if such change will require layoff and/or prohibit recall of a laid off employee or an employee whose leave is due to expire within not more than six (6) months.
- M. Employees on the job sharing assignment shall be ineligible for voluntary transfer for one calendar year following placement on the sharing assignment per Article VII, Section 2E.
- N. No grievance shall be written to protest the withholding of consent by the Employer to establish a sharing arrangement; to protest written arrangements

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regarding reports, staff meeting, inservice, IEPC's, etc.; or to protest the Employer's actions in termination as described in Section "L" above.

Section 11: Professional/Para-Professional Relationship

- A. In the event a relationship exists between a para-professional and his/her professional that is disruptive to classroom operations:
1. Every effort shall be made to resolve the problem informally between the two.
 2. If the problem persists the para-professional may bring the matter to the attention of the principal for resolution, accompanied by the building representative if the employee desires.
 3. If the problem continues to persist a conference may be requested with the Director of Center Programs for the purpose of consideration and resolution of the problem, accompanied by the Union President if the employee desires.

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CALENDAR, SCHEDULE, HOURS

Section 1: Calendar

- A. 1. The calendar for paraprofessionals shall be the same as the one followed by the professional bargaining unit as it applies to direct work with children. The union president shall meet with the Assistant Superintendent for Personnel & Employee Relations to discuss any changes in the calendar.
2. A 210 day schedule may be offered by the administration to a paraprofessional working with a 210 day program.
- If alternative scheduling for any program is required for whatever reason when the Professional Chapter and the Employer meet, the Paraprofessional Chapter shall have representatives participating.
3. A two hundred thirteen day schedule shall be worked by paraprofessionals assigned to the Autistically Impaired (AI) Program.
- B. Unpaid Leave for Alternate Program - Four Day Work Week, Lutz School.
1. The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
2. A replacement can be obtained.
3. The leave shall be in blocks of four consecutive work days. The total shall not exceed two (2) work weeks. Time off shall be scheduled with the immediate supervisor.
4. Not more than twenty-five percent (25%) (rounded up to the nearest whole person) of para-professionals assigned to the building may be away on leave of absence without pay at the same time.
5. In the event there is a conflict in dates, the employee submitting the earliest request shall be given first priority. Should two applications for the same leave be submitted in the same day, then seniority would rule.
6. Employees must indicate their desire in writing by September 15th (or within two (2) weeks of contract ratification) to be considered for

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Friday service as a substitute. They shall be offered prior to the end of the school year opportunities for such service at least equal in number to the anticipated unpaid leave days. The Employer shall fulfill its obligation in this regard by:

- a. Offering or attempting to offer substitute opportunities to said employees by telephone at their most recent number listed with Personnel, or
- b. Offering other Friday work as may benefit the needs of the MISD.

Section 2: Basic Workday

- A. The basic work day shall be the same as the one followed by the professional bargaining unit. The work day will be a continuous six and three (6-3/4) hour work day as assigned by the principal or director and excluding a duty free lunch period of thirty (30) minutes.
- B. All paraprofessionals shall be entitled to relief time not to exceed twenty (20) minutes daily. The time of said relief shall be mutually agreed upon by the teacher and para-professional. When a classroom or part of a classroom is involved in CBI/Community Based Training, any employee who misses their duty free lunch period or break period shall have this time credited for adjustment with the approval of the principal.
- C. Para-professionals shall not be solely responsible for loading and unloading buses.

Time within the above workday not spent in the primary functions for which the para-professional is employed shall be spent planning, inservice or other related activities as directed by the teacher and/or principal.

Section 3: Adjusted Day, Compensatory Time and Excess Hours

A. Adjusted Day

When an employee will be required to work later than normal on a given day, later starting time will be scheduled so that the basic work day will be maintained. Similar arrangements may be made to provide for early starting times. All activity to be included in an adjusted day must take place between 12:01 A.M. and 11:59 P.M. of the same day.

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B. Compensatory Time

1. Compensatory time earned shall be defined as scheduled time approved in advance by the Director/Supervisor which requires the employee's attendance beyond the basic Macomb Intermediate School District workdays defined in Section 2 above, and which allows absent time on another workday outside instructional hours for extra hours worked today.
2. The Employer shall strive to schedule employees so that earned compensatory time can be adjusted within ten (10) working days of its inception.

C. Excess Hours

By prior agreement between the principal and the para-professional, excess time in lieu of compensatory time and adjusted day may be entered on the employee's time sheet. Employees shall receive straight time for all hours beyond the regular scheduled workday with time and one-half provisions applying for all hours in excess of thirty-seven and one-half (37-1.2) hours during any calendar week.

- D. Compensatory time, adjusted days and excess hours do not include portal-to-portal time.
- E. If extra work is to be accomplished during the regular workday, the principal shall retain for the period of time required for completion of the assigned work, a substitute in the classroom.

Section 4: Reporting Absences

- A. Employees shall be individually responsible for notifying the District at the earliest possible time when they will be absent in order to give the Employer time to call in substitutes. Emergency situations shall be individually and equitably handled. Failure to follow stipulated procedures shall result in loss of pay for the period of the absence.
- B. Employees may be asked to voluntarily "cover" for another employee who is unavoidably late until such time as a substitute can be called in. The period of such emergency shall not exceed one (1) hours except in extraordinary circumstances.

Section 5: Substitute Para-Professionals

- A. The designation substitute shall apply to any para-professional who is employed by the Board of Education to fill a temporary vacancy caused by

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sickness or other leave provisions of this agreement. In the event a para-professional is absent and it is known that he/she will be absent for several days, every effort will be made to employ the same substitute during the extended absence.

- B. When a regular para-professional is used as a substitute in a summer program, that para-professional shall be paid at the rate for said summer job including experience credit of the employee.

Section 6:

Certified Positions

- A. A certified position will be paid at \$450 above salary step and lane for each year of this agreement. The payment, in a single lump sum, shall be made as soon as possible after the close of the school year, to each member of the bargaining unit who has a certification as of June 1 of that year, except that the lump sum shall be prorated to reflect the portion of the school year for which the employee possessed the certification. A certified paraprofessional shall be entitled to no more than one such payment per year, regardless of the number of certifications earned.

In order to qualify for the certified position stipend, one must be physically on the job for at least one-half the required number of work days of the standard school year.

- B. Tuition for class work for certified positions is reimbursable upon successful completion of the class, provided that the prior written approval of the Employer is obtained prior to enrollment.
- C. Certified positions shall be as follows:
 - 1. Certified Physical Therapist Assistant, Certified Occupational Therapist Assistant, Licensed Practical Nurse. These certifications can be obtained through a college program.
 - 2. Health Aide, Community Job Trainer, Certified Paraprofessional, Physical Therapist Assistant, Occupational Therapist Assistant may be available through classes provided by the MISD.
- D. A certified position will require a thirty day probationary period. Should performance be deemed unacceptable by the supervising principal, that para-professional shall return to his/her previous position at the previous salary.
- E. Employees who, upon completion of such Board subsidized training fail to return to the District, shall refund the subsidy paid at the following rates:

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1. Employees who fail to return to the District shall refund the full amount of the subsidy.
 2. Employees who fail to complete their first year of post-training employment shall refund one-half (1/2) of the subsidy.
- F. Additional training in the way of inservice may be required of any certified Physical Therapist Assistant, certified Occupational Therapist Assistant, certified Licensed Practical Nurse/Health Aide, or certified Community Trainer. The additional training will be provided within work hours.
- G. "Work Training" and "Community Trainer" refer to marketable employment skills, not prevocational:
- . Communication
 - . Dress
 - . Hygiene
 - . Transportation
 - . Recreation
 - . Etc.
- H. In the event the professional is involved in CBI out of the building more than two and one-half (2-1/2) hours, the paraprofessional remaining in the classroom will be entitled to a \$20 daily stipend.

Section 7:

Substitute Teacher/Absence

- A. In the event a classroom teacher is absent, the administration will first attempt to provide a substitute teacher, or an extra para-professional unless the number of students is reduced so as to maintain the state mandated adult-to-student ratio. If a teacher is absent for a half day or more and no substitute teacher, or coverage by an ancillary, or reassignment of the entire class to other rooms is provided, the para-professional(s) working in the room will receive \$20.00 apiece as compensation for the additional workload. Ancillary coverage means full time for the day or half day. If the ancillary coverage is sporadic, the para-professional(s) will qualify for the \$20.00. Students must be present in the classroom for the para-professionals to receive this compensation.
- B. Any para-professional with a regular provisional or permanent teaching certificate who is asked to substitute for a teacher will be paid base teacher wages on a per diem basis.
- C. A para-professional shall not be required to take students off school grounds without a professional present. A professional is present if:

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1. Stationed inside the same shopping center or shopping mall, within five minutes travel time, or
 2. In another building adjacent to a common parking lot, within five minutes travel time, or
 3. Within five minutes travel time in other situations.
- D. A teacher who takes some students from the classroom and leaves others behind with a para-professional will observe state mandated adult-to-student ratios. This may involve reassigning students and para-professionals to other classes.

Section 8: Class Size

- A. Class size for para-professionals shall be consistent with state guidelines outlining staff ratio for the variety of programs offered through Macomb Intermediate School District. By category, those staffing ratios shall be as follows:
1. Primary Trainable Up to 10 students-1 Teacher & 1 Para-Pro
11 to 15 students - 1 Teacher & 2 Para-Pro
16 to 20 students - 1 Teacher & 3 Para-Pro
 2. Elementary Up to 15 students - 1 Intermediate Teacher & 1 Para-Pro
Secondary and 16 to 22 students - 1 Trainable Teacher & 2 Para-Pro
Vocational 23 to 30 students - 1 Teacher & 3 Para-Pro
 3. Severely Multiply Up to 9 students - 1 Teacher & 2 Para-pro
Impaired (SXI) 10 to 12 students - 1 Teacher & 3 Para-pro
 4. Severely Mentally Up to 12 students - 1 Teacher & 2 Para-pro
Impaired (SMI) 13 to 18 students - 1 Teacher & 3 Para-pro
19 to 24 students - 1 Teacher & 4 Para-Pro
 5. Severely Up to 6 students - 1 Teacher & 1 Para-pro
Emotionally
Impaired (SEI)

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7 to 10 students - 1 Teacher & 2 Para-Pro

6. Autistically Impaired (AI) Average of 5 students - 1 Teacher & 1 Para-pro

In the event the state fails to grant MISD a waiver for the SEI Program, the Intermediate shall comply with R.340.1741.

- B. While space limitations may limit the number of teachers employed in a nursing home, the ratio of para-professionals per teacher (or teacher/OT as approved by the State) shall be four (4) para-professionals for each teacher, unless student enrollment at the home requires less than four (4) para-professionals under the provision of Section 7, A.4, of this Article.
- C. When enrollment in three (3) or more of the above sections exceed the limit by one (1) student each, an additional para-professional will be hired and students will be reassigned so as to meet the above criteria. Should there be substantial evidence that the above enrollment increase will only be temporary (due to anticipated student "move out" or pending EPPC and new assignment), said additional para-professional positions may be filled with a substitute para-professional until such enrollment increase is negated, or for sixty (60) calendar days, whichever comes first.

Section 9: Laundry Service

Laundry services shall be arranged by the Employer for washable items prescribed for classroom use.

Section 10: Required Apparel

Where an employee is required to enter the therapy pool with members of the class or is required to wear apparel other than gym shoes, the Board shall provide such apparel appropriately sized.

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COMPENSATION

Section 1: Salary Considerations

A. Annual Salary Determination: Annual salary shall include:

1. Actual workdays worked, plus
2. Paid holidays (10 days for 152 and 185 day schedule, 11 days for 210, 213, and 235 day schedule)
3. Vacation pay (8 days for 152 and 185 day schedule, 9 days for 210 and 213 day schedule, and 10 days for 235 day schedule)

Holidays include:

Good Friday	Day before Christmas
Memorial Day	Christmas Day
Fourth of July	1st working day after
Labor Day	Christmas
Thanksgiving	Day before New Years
Day after Thanksgiving	New Years Day

Should a holiday fall on Sunday, Monday will be considered the holiday and if the holiday falls on Saturday, Friday will be considered the holiday.

Section 2: College Credit

College credit (in semester hours) earned by para-professionals employed under terms of this agreement shall qualify said para-professional for additional annual salary as follows:

- A. An additional \$300 above the salary schedule will be paid for a para-professional who has earned not less than 15 semester hours in the following curriculum areas:**
1. Exceptional Children
 2. Arts and Crafts
 3. Audio-Visual
 4. Recreation for Children (including specific motor development activities)
 5. Child Growth and Development
 6. Mental Deficiency (specifically, emphasis on TMI, SXI, SMI, EI, and AI)
 7. Behavior Management

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8. Music for Mentally Handicapped Children
9. Not more than one (1) course each in Biology and Anatomy
10. Any course listed in the college description as Education or Psychology
11. One (1) course in Behavioral Science
12. One (1) course in First Aid
13. Hygiene/Safety
14. Mathematics
15. Reading
16. World History and/or U. S. History
17. English
18. Introduction to Speech

Exceptions may be made for para-professionals taking course work related to work they perform in the classroom provided a.) the recommendation of their supervisor is obtained, b) prior approval from Personnel is obtained, c) the decision of Personnel shall not be grievable.

- B. An additional \$500 above the salary schedule will be paid for a para-professional who has earned not less than 30 semester hours of which not less than 18 hours will be in the areas as designated in A. above.
- C. An additional \$750 above the salary schedule will be paid for a para-professional who has earned not less than 60 semester hours of college credit under any one of the following two (2) patterns:
 1. A two (2) year associate degree from a community college in teacher para-professional training, or
 2. Not less than 60 semester hours of college credit of which not less than 30 hours will be in the curriculum areas described in points 1-12 under Section A.
- D. An additional \$1000 above the salary schedule will be paid for a para-professional who has earned a college degree in Special Education, Social Work, Physical Therapist, Occupational Therapist, Speech Therapist, or Psychology.
- E.
 1. When an employee completes course work in the summer that entitles him/her to a higher rate of pay according to this schedule, he/she shall be paid at the higher rate for the full year if application for such higher rate is made no later than September 30 of that year, provided that satisfactory verification of such achievement is submitted.

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2. When an employee completes course work during the fall semester that entitled him/her to a higher rate of pay according to this schedule, he/she shall be paid at the higher rate for one-half year if application for such higher rate is made no later than February 15th of the next succeeding calendar year and provided that satisfactory verification of such achievement is submitted.

Section 3: License

The Employer shall pay \$100 plus the cost of training and licensing expenses for an employee required to have a chauffeurs license to drive a van, a Water Safety Instruction Certificate (WSI) or a Senior Life Saving Certificate. The payment of the stipend will be made by December 10 of the contract year.

Section 4: Longevity Compensation Policy

The Macomb Intermediate School District Board of Education hereby establishes a policy of payment of additional compensation to those employees having a record of long continued employment and service with the MISD as recognition of the value of experience gained by such length of service and to encourage same. All employees included in this bargaining unit shall be included in said policy.

A. Basis of longevity compensation is as follows:

1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years continuous employment on or before October 31 of any year.
2. Credit shall be given retroactively for continuous employment years of service by MISD employees existent as of the effective date of this longevity policy.
3. Continuous employment for the purposes of this policy shall not be considered as interrupted when absences arise such as paid holidays, sick leave, unpaid relief time or leave of absence authorized by the Employer, provided such leave of absence periods shall not be considered in the computation of years of service for longevity compensation.
4. Employee longevity shall be paid as per the following schedule, provided such employee qualifies as to length of service as per item 1.

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<u>Step</u>	<u>Continuous years service on or before October 31 of each year</u>	<u>Amount</u>
1	5 to 10	\$375 (beginning 95-96)
2	10 to 15	600 (beginning 95-96)
3	15 to 20	800 (beginning 95-96)
4	20 to 25	1000 (beginning 95-96)

5. After having met the initial time requirements to be eligible for longevity pay, either full or half longevity payments will be paid in accordance with the following:
 - a. To receive a full longevity payment, an employee must have been physically on the job a minimum of ninety (90) days during the eligible longevity period (November 1 through October 31).
 - b. To receive one-half longevity payment, an employee must have been physically on the job a minimum of forty-five (45) days during the eligible longevity period (November 1 through October 31).
- B. Longevity compensation shall be a separate and distinct annual payment to those eligible employees but shall be considered part of the regular compensation and as such, subject to withholding tax, social security, retirement deductions and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- C. Computations of longevity compensation shall be made by the Superintendent for the MISD and paid upon approval by the Board of Education of the MISD.
- D. Payments to employees eligible on October 31 of any year shall be due on December 10th following. The annual period covered in computation of longevity shall be from November 1st of each year through and including October 31 of the following year.

Section 5: Longevity/Retirement

Those employees who choose to retire at the end of a current school year and who qualify will receive their longevity stipend from that year in November.

Section 6: Paychecks

Paychecks will be issued biweekly on Fridays.

- A. Paychecks will be issued biweekly on Fridays, except where alternative programming necessitates issuance on Thursdays.

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- B. Salaries for the 152 and 185 day year will be paid in 22 equal biweekly installments except for employees on an alternative programming schedule. Salaries for the 213 and 235 day year, as well as for employees on an alternative programming schedule, will be paid either in 26 or 27 equal biweekly installments depending upon the number of regular paydays which occur within the contract year.
- C. Employees on the 152 and 185 day (5 day week) calendar who so request (on appropriate forms furnished by the administration, prior to the beginning of the school year) shall be paid in 26 or 27 equal installments depending upon the number of regular paydays which occur within the contract year.

Section 7: Salary Computation and Adjustment

- A. **COMPUTATION:** Contract salaries shall be computed according to schedule of salaries in Attachment A and shall cover the following length of year:
 - 1. For an employee working with the MIPPS Program, the work year will be 152 days.
 - 2. For an employee working with Evaluation Services, the work year will be 210 days.
 - 3. For an employee working with the Autistically Impaired Program, the work year will be 213 days.
 - 4. For an employee working with Severely Mentally Impaired and in the Severely Multiply Impaired rooms, the work year shall be 235 days.
 - 5. For all other para-professionals the work year shall be 185 days.
- B. **CREDIT FOR WORK EXPERIENCE:** For new employees, work experience with mentally impaired children will be allowed on the basis of full credit on the salary grid when said prior work experience is accepted by the Assistant Superintendent for Personnel. In the event Macomb Intermediate School District assumes a program from another school or agency, full credit for comparable experience will be allowed.
- C. **SALARY ADJUSTMENTS:** Any salary adjustments made (dock, overtime, subbing) shall be computed by:

Yearly salary divided by:

Number of days in school year
Plus holiday and vacation days

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EXAMPLE:

MIPPS salary divided by 170 = adjusted wage
SEI/TMI salary divided by 203 = adjusted wage
Evaluating Services divided by 230 = adjusted wage
AI salary divided by 233 = adjusted wage
SMI/SXI salary divided by 256 = adjusted wage

Section 8: Union Business Day

The chairperson shall be released for union business one full day in each two week period provided:

- A. That the Union shall reimburse the MISD for the chairperson's salary on his/her day off.
- B. That the day off shall be scheduled at least one day in advance.
- C. That since the Chapter Chairperson's duties preclude him/her from being released from his/her work assignment during normal work hours the Employer will pay two (2) hours weekly in addition to the regularly earned hours for carrying out his/her union obligations.

Section 9: Union Days

Up to twenty-five (25) union days per year may be scheduled by the union president for use by individual bargaining unit employees. The union shall reimburse the district for the cost of any substitute. No individual employee shall use more than six (6) of the days.

Section 10: Payroll Deductions

All authorizations for payroll deductions will be made on forms and shall be available for:

- A. Union dues per Article I, Section 6.
- B. United States Bonds
- C. Credit Union
- D. United Foundation
- E. Any mutually agreed upon items
- F. Tax Sheltered Annuities

Section 11: Insurance Protection

The Employer agrees to furnish to all full time employees the following insurance protection:

A. MEDICAL INSURANCE

The Board shall provide without cost to the employee coverage equal to or better than (which determination shall be mutually agreed upon by the parties) full family Blue Cross/Blue Shield MVF-1 plus Master Medical Health Care insurance, including the ML Rider, the OB Rider, the Prescription Rider and the FAE Rider. Full family coverage being the employee's spouse and all dependent children to the age of 19 years. The Board shall name the carrier.

B. HMO: HEALTH MAINTENANCE ORGANIZATION INSURANCE

In lieu of coverage in "A" above, the employee shall be provided with the option of Health Maintenance Organization insurance (HMO) as per Act No. 264 of P.A. of 1974. In accordance with said Act, the Board shall pay no more for the HMO coverage than it would have paid had the employee chosen coverage under paragraph "A" above.

C. Paraprofessional staff who elect not to receive health insurance benefits in accordance with paragraphs "A" or "B" above shall be eligible for a board-funded annuity that will be determined each September and operated in the following manner:

1. The paraprofessional staff shall have the opportunity to delete the health insurance coverage each September provided that they assure the MISD that they are covered by their spouses health insurance.
2. The yearly cost of the Blue Cross/Blue Shield Program provided by the district for each member who drops coverage beginning with the 1990-91 school year, creating a savings for the district, shall be combined in the non-insured fund.
3. No savings is created by the forty-two (42) employees who did not take health insurance in 1989-90 or by those employees who have spouses in other MISD employee units and transfer the policy.
4. The fund shall be divided (a) twenty-five percent (25%) for the MISD and (b) seventy-five percent (75%) for the non-insured bargaining unit members including those listed in #3 above.

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5. The money determined in 4 (b) above shall be divided by all non-insured bargaining unit members to be paid in the form of a TSA monthly.
6. The employee shall select the company of his/her choice under the conditions established by the Personnel Office and the named carrier.
7. The number of staff listed in #3 above shall decrease as those specific forty-two (42) employees leave the employ of the MISD, or increase if the district hires the spouse of an MISD employee, or two present employees marry.
8. Changes in the insurability of the spouse may cause the paraprofessional member to reinstate their health insurance with the MISD. If this happens, the benefit in this section shall be prorated to the employee for that contract year.

D. DENTAL

1. The Board shall provide dental insurance without cost to the employee up to a maximum of \$22.51 premium per month. Coverage continues through life of contract. The Board shall name the carrier provided that the coverage is equal to or better than Delta; Group #1727-0006. (This language is to identify a document only.) In the event the Board decides to self-insure, it will only do so if it is able to provide a card to employees which will be honored for prepaid services.
2. 100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I) services and 50% of the balance of Class I benefits paid by carrier and 50% of treatment cost paid by carrier on Class II benefits with a \$750 maximum per person per contract year on Class I and II benefits. 50% of treatment costs paid by carrier on Class I and III (orthodontic) benefits, with a \$500 lifetime maximum per person.

E. OPTICAL

Co-Op Optical - The employer shall provide co-op optical with the following features:

Benefits Include Yearly: A complete eye examination, by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic, with a prescription change: Single Vision, Bifocal thru D-35mm, Trifocal thru 7 X 28mm and Executive, Bifocal only.

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Tint: Any single color tint in plastic lenses only, or Rose #1 or #2 in glass lenses. Prism Lenses, if required.

Every Two Years: The preceding benefits plus: A frame from our green, blue or orange Plan A selection. Lenses as previously described, no prescription change required.

Contact Lens Allowance: A \$90.00 credit toward the contact examination and the cost of contact lenses. For Post Cataract Patients: Full coverage of Kryptok Lenticular Lenses not covered by Medicare. Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

No Co-Payments or Deductibles

All benefits are provided at no charge to the patient.

If a patient selects an item not covered by the program or in excess of the program's benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

Board to name the carrier provided benefits are equal to or better than Co-Op Optical.

F. LIFE INSURANCE

The Board shall provide without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary, the sum of thirty thousand dollars (\$30,000) upon his/her death; provided further, that protection shall pay an additional ten thousand dollars (\$10,000) in the event of accidental death. The Board shall name the carrier, provided that coverage is equal to or better than that stipulated herein.

G. Part Time Employee. Prorated Salary/Health Care

Employees who work a part time schedule shall receive a prorated annual salary. Such employees will also receive prorated health care insurance benefits as described in Section 3 of this Article in accordance with the following formula:

1. No contribution will be made for those scheduled for less than three-fifths (3/5) of a regular week.
2. Those scheduled for three-fifths (3/5) or more of a regular week will have the full contribution made in their behalf.

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H. Discontinuance of Premium Payment

The MISD will discontinue the payment of premiums on hospitalization insurance, dental insurance and life insurance after two years from the time the employee is placed on disability or Worker's Compensation.

I. Comparable Medical Coverage

The Employer shall not provide Blue Cross/Blue Shield insurance to an employee who received comparable coverage under the policy of his/her spouse. Each employee shall execute the following form and turn it into the Personnel Office within one month after ratification of this agreement or within one month of employment, whichever is later.

BLUE CROSS/BLUE SHIELD COVERAGE

The undersigned, a member of the bargaining unit represented by the Macomb Intermediate Federation of Teachers, affirms as a condition of continued employment by the Macomb Intermediate School District, that he/she has no other insurance coverage similar to the hospital medical insurance coverage provided under the collective bargaining agreement between the MISD and the MIFT pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the MISD Blue Cross/Blue Shield plan or notify the Employer, in writing, that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this agreement shall be prompt reimbursement to the Employer of all premiums paid by said Employer for Blue Cross/Blue Shield coverage from the effective date of such coverage or the date of this agreement, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time for layoff, discharge or termination of employment, the Blue Cross/Blue Shield insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

Signature: _____

Section 12: Automobile Allowance

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed at the rate established by the Board for contract employees, providing that such use shall be previously authorized in writing by the Employee's designate.

Section 13: Health Provisions

Each new employee, at the discretion of the Board shall, prior to entering upon his/her employment, submit to a physical examination by a physician designated by the Employer and such examination shall be at the Employer's expense. The foregoing provision may, at the Employer's option, be invoked relative to those employees returning to employment from extended leave of absence or sick leave.

- A. Any health examinations required for initial employment or periodically required to maintain employment shall be paid for by the Employer.
- B. The state examination for freedom from T.B. will be provided by the Board at a time and place to be announced by the administration. Persons who participate in this examination will do so without charge to themselves; however, those who fail to participate will be responsible for providing, at their expense, proof of freedom from T.B. annually. In the event the skin test is not applicable to an individual employee for medical reasons, the

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Employer will pay for an x-ray provided said x-ray is taken at the place and under the terms as prescribed by the Employer.

- C. An employee, at his/her option, shall be permitted to leave work thirty (30) minutes early, after instructional time, to take advantage of the services of the Health Department, i.e. (to obtain tests to determine susceptibility to infection or disease and/or to obtain needed preventive inoculation(s) subject to the following conditions:
1. Early departure shall be limited to twice yearly; and
 2. Shall require principal's prior approval; and
 3. Shall require verification of the visit by the Health Department.
- D. The Employer agrees to pay a doctor's fee for an initial visit occasioned by the contacting of a disease caused by direct exposure to children. This provision shall be subject to the following qualifications:
1. An MISD nurse must verify the major exposure was while in the performance of MISD duties to children served by the MISD.
 2. No respiratory illnesses shall qualify.
 3. Reimbursement shall only be for the first visit to the doctor.
 4. Reimbursement shall be for the full amount of the fee but not more than \$20.00, but in no event shall the employer reimburse any cost which has been or could be covered by insurance.
 5. Employee must submit a copy of the doctor bill in order to obtain reimbursement.
 6. This provision applies only to employees who spend a majority of their time in contact with children enrolled in any MISD operated program for the trainable, severely retarded, severely multiply impaired or severely emotionally impaired classroom.

Section 14: Insurance for Retirees

An employee with ten (10) years' seniority at Macomb Intermediate School District who retires directly onto the state retirement plan from the district shall be eligible to participate in life insurance, dental and optical groups provided:

- A. The insurance company(ies) agree to accept retirees in the group.

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- B. Life insurance shall be capped at \$7,000.
- C. The retiree prepays life insurance premiums annually, and dental and optical premiums quarterly directly to the employer.

ARTICLE X

ABSENCES

Section 1: Personal Illness

Full time employees shall be permitted to be absent from their duties without loss of pay because of personal illness subject to the following conditions:

- A. Employees shall be granted absences as follows:
 - 1. One hundred fifty-two (152) day and one hundred eighty-five (185) day employees shall be granted six (6) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.
 - 2. Two hundred ten (210) day employees and two hundred thirteen (213) day employees shall be granted seven (7) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.
 - 3. Two hundred thirty-five (235) day employees shall be granted eight (8) days per year credited to his/her account on the first day he/she reports for duty each year. Said days are not accumulative from year to year.

- B. Commencing with the seventh (7th) day for one hundred fifty-two (152) and one hundred eighty-five (185) day employees, the eighth (8th) day for two hundred ten (210) and two hundred thirteen (213) day employees, and the ninth (9th) day for two hundred thirty-five (235) day employees, the Employer shall provide income protection insurance without cost to the employee for all full time employees covered under this section in accordance with the following provisions:
 - 1. Seventy percent (70%) of income to maximum of \$1,200 per month for fifty-two (52) weeks in case of sickness or accident. Benefits shall begin the first day of hospitalization or outpatient surgery, or on seventh (7th), eighth (8th), or ninth (9th) (as determined by the employee's work year) workday of illness in any current year.
 - 2. Long term disability payments shall begin at the end of fifty-two (52) weeks in the amount of sixty percent (60%) of salary, to a maximum of \$1,000 per month at no cost to the employee according to the following schedule:

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**Duration of Benefits
Age at Disablement (In Years)**

Less than 60	To age 65
60	5 years
61	4 years
62	3-1/2 years
63	3 years
64	2-1/2 years
65	2 years
66	1-3/4 years
67	1-1/2 years
68	1-1/4 years
69	1 or until age 70

3. Insurance company to be selected by the Board of Education.
 4. All deductions made for absence covered under said insurance policy shall be made from the paycheck immediately following the payroll period during which such absence occurred.
 5. The Union agrees to form a committee on insurance sick leave whose function will be to review employee use of said insurance sick leave and to assist in controlling problems thereof. Management contact will be Assistant Superintendent of Personnel.
 6. The Superintendent shall attempt to have uniform arrangements for verification of sickness at all nursing homes and shall work with the insurance company to develop procedures for such verification at the remaining work sites that will be acceptable to all parties involved including the Board of Education and the insurance underwriter.
- C. Under the provisions of this section, the Employer may require the employee to be examined by a physician or medical facility selected by the Employer. In the event the employee's physician disagrees with the Employer's, a third physician may be selected by the parties.
- D. In the event that an employee uses sick leave for any other reason not in accordance with the above sections, that employee may be subject to disciplinary action in accordance with substantive due process.
- E. Absences of less than seven (7) days resulting from minor personal injury arising out of and in the course of employment with MISD shall not be deducted from the five (5) allowable days of absence, providing the employee files at the Superintendent's office within three (3) days of the injury, a statement from his doctor stating number of days he will be unable to work

ARTICLE X

- F. Absences resulting from a major personal injury arising out of and in the course of employment with the MISD which entitles the injured employee to compensation under the provisions of the Workman's Compensation Act, shall be considered as follows:

The Employer shall pay the difference between the amount paid to him/her by Workman's Compensation Insurance and his/her regular salary for a period not to exceed the five (5) allowable days of absence, provided that the employee turns into the Superintendent's office for recording, all Workman's Compensation checks received from the date of the injury to the expiration of the five (5) allowable days of absence.

- G. Paraprofessionals will not be charged sick leave due to absence from their jobs for a reason of illness definitely established as contracted from their students as a result of their employment, from the following list: mumps, measles, chicken pox, scarlet fever, conjunctivitis pink eye, impetigo, rubella, scabies. A physician's statement will be submitted upon request.

Section 2:

Illness in Immediate Family

Employees shall be permitted to be absent from their duties from the MISD without loss of pay because of illness in the immediate family, subject to the following considerations:

- A. A maximum of two (2) days annually may be used, chargeable against accumulated allowable days of absence as defined in Section 1, paragraph A of this Article.
- B. Immediate family for purposes of this section shall be defined as parents, grandparents, spouse, children, siblings, mother and father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee or lives separately and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee.
- C. Absences shall be considered as necessary only when no other arrangements for care are possible.
- D. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- E. In all cases "other arrangements" are usually considered possible within two (2) days after the emergency.

ARTICLE X

Section 3: Bereavement

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. Immediate family for purposes of this section shall be defined as parents, grandparents, spouse, children, siblings, mother and father-in-law, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The Superintendent may grant a one (1) day leave to attend the funeral of a relative or close friend. Such leave shall not be deductible from the sick leave allowance.
- B. The Superintendent may extend these provisions in instances when, in his judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.

Section 4: Personal Business

Employees shall be permitted to be absent from their duties without loss of pay for reasons of personal business, subject to the following conditions:

- A. Maximum of two (2) days each year not chargeable against accumulated allowable days as provided in Section 1 of this Article shall be granted. Unused days shall not accumulate.
- B. Personal business shall be defined as that activity which requires the presence of the employee, the timing of which is beyond the control of the employee and reasonably cannot be conducted at any time other than during the duty day.
 - 1. Advance written notice of personal leave time shall be submitted to the employee's immediate supervisor, which notice shall state the reason for the leave. Exceptions to the requirement for prior written notice shall be made only in cases of emergency.
 - 2. Requests for personal leave time arising out of employment elsewhere shall not be approved.
- C. Personal time granted under this Section shall be in half-day blocks.

Section 5: Workshops, Conventions, Conferences and Visitations

Employees who are asked by the Employer to represent the MISD at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

Section 6: Inservice and Staff Meetings

Staff meetings or other inservice programs which are held beyond the regular day shall be reimbursed at the regular hourly rate for each para-professional.

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LEAVES

Section 1: Jury Duty

An employee who serves on jury duty and/or is subpoenaed in the course of employment as determined by the employer, shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty or is subpoenaed and on which he/she otherwise would have been scheduled to work, provided any payment received shall be deducted from his/her salary.

Section 2: Maternity Leave

The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:

- A. The employee and her physician shall determine when the leave shall commence. The employee then shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement day.
- B. If this date is prior to the fifth (5th) month of pregnancy, the Board reserves the rights to either (1) request a detailed written report of the pregnancy and conditions requiring such a leave or (2) request an examination and report by an outside physician selected by the Board.
- C. The leave shall not take effect until all Board granted days have been exhausted.
- D. After Board granted sick days have been exhausted an employee shall be eligible for income protection benefits as set forth in Article X, Section 1B.
- E. Maternity leave shall cover the time during which an employee is physically unable to perform her duties. An employee desiring a parental leave shall then make such request pursuant to Section 3 of this Article if she has not already done so when applying for maternity leave.

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Section 3: Parental Leave

- A. An employee may request an unpaid parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to and may be granted the Board of Education under the provisions of Article XI, Section 5, except that such leaves may be as nearly as possible for one calendar year inclusive of maternity leave. A one year extension may be granted at the discretion of the Board of Education.
- B. The Board shall pay three (3) monthly premiums for medical, dental, optical, and term life insurance commencing with the first day of the parental leave after the beginning of the leave.
- C. An employee may return to work early from a parental leave by giving twenty (20) working days written notice.

Section 4: Extended Health Leave

- A. Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted upon request by the employee, provided the criteria used in granting such leaves shall be uniformly applied to all applicants. Such requests shall be in writing to the Superintendent and shall be accompanied by a written evaluation by the attending physician. Such extended health leave may be considered for renewal annually.
- B. If extended health leave is granted without benefit of written request, or in the absence of written request by the employee, no final action shall be undertaken until the Union has had the opportunity to verify that all rights the employee may have accrued under this agreement have been protected, provided such time allocated to said Union to make such verification shall not exceed fifteen (15) calendar days.

Section 5: Application for Leaves of Absence

Requests for extended leave of absence shall be submitted to the Superintendent at least one (1) month prior to the time of the leave, but not later than June 30, except that this provision does not apply to those leaves that have starting times determined by the nature of the leave.

Section 6: Extensions and Early Return Requests

Requests for extensions of leave or notice of intention to return must be made in writing and submitted at least sixty (60) calendar days before the end of the leave. Any employees on leave as of June 15th will provide notice to Personnel of their intent to return for the coming school year or will request an extension on that date.

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Failure to provide such notice or to return after termination date of leave will constitute termination of employment.

Section 7: Benefits During Leave of Absence

Employees on unpaid leave of absence shall not be eligible for Board paid fringe benefits. Employees on unpaid leaves shall have the right to continue fringe benefits if they forward timely premium payments to the MISD. The MISD shall arrange premium payment procedure.

Section 8: Employment While on Leave From MISD

No leave shall be granted for the purpose of employment elsewhere. An employee on leave from the MISD who is found to be otherwise employed full time during the employee's regularly scheduled working hours shall be terminated, except that an employee on educational leave may retain his/her employment at the employer's discretion.

Section 9: Return from Leaves

The beginning and termination dates of all leaves shall be determined at the time of granting except for emergency leaves where the termination date is not known at the time of granting.

- A. During an authorized leave of one calendar year or less an employee's position should be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year or less an employee shall return to his/her former position.
- B. During the aforementioned one calendar year, the administration may cover the job with a substitute or may hire an employee pursuant to the following conditions:
 - 1. The employee hired shall serve the normal probationary period.
 - 2. The employee hired shall be restricted from requesting transfers or bidding on postings until such time as the leave which created the position is terminated, unless the administration waives this restriction.
 - 3. During a reduction in force, the position shall no longer be frozen but shall be subject to the provisions of Article VII, Section 5. An employee subsequently returning from leave shall, if his/her replacement has been displaced, exercise seniority rights under Article VII, Section 5.

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- C. During an authorized leave of more than one calendar year, the vacated position shall be opened for transfer per Article VII, Section 2. If the master list has been exhausted, then the Employer may fill the position with a new hire.
 - 1. On return from any extended leave an employee shall bump into division according to Article VII, Section 6, paragraph C2.
 - 2. If the Employer has been unable to fill the position by transfer or with a new hire, the returning employee shall displace the substitute and return to his/her former position.
- D. A new hire displaced under B or C above will exercise bump rights per Article VII, Section 6.

Section 10: Educational Leave

An employee with two (2) or more years seniority may be granted an unpaid educational leave. Said leaves shall not exceed one (1) year. Thereafter an employee shall be ineligible for consideration for another study/travel leave until such time as he/she has actually worked another three (3) school years.

Section 11: Unpaid Relief Time for 213 and 235 Day Employees

- A. Staff working the 213 and 235 day calendar may request leave of absence without pay subject to the following conditions:
 - 1. The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
 - 2. A replacement can be obtained who, in the judgment of the Superintendent, is qualified.
 - 3. The leave shall be in blocks of five (5) consecutive work days. The total shall not exceed four (4) workweeks. Time off shall be scheduled with the immediate supervisor.
 - 4. Not more than 50% of the para-professionals in one room shall be on such leave at any one time. (Where there is only one para-professional in a room, the administrator may decide to waive this provision and allow the individual to take unpaid relief time if a detriment to the program does not result.)

ARTICLE XI

5. In event there is a conflict in dates, the principal shall resolve the conflict. In making his judgment he shall consider the dates the requests were submitted and which para-professional had been on leave most recently.
 6. During the first year of employment an employee's eligibility for unpaid leave shall be according to the following schedule:
 - a. Under 6 months - no unpaid leave
 - b. 6-12 months - 2 weeks unpaid leave
 - c. Over 12 months - 4 weeks unpaid leave
- B. Employees in their fifth (5th) year of employment or thereafter, shall be eligible to take an additional six (6) weeks unpaid leave subject to the following conditions:
1. An employee may exercise this option not more than once every other year.
 2. This time must be taken as six (6) consecutive weeks but may be taken at any time during the calendar year (and may be joined with the four (4) weeks in A6 above for a total of ten (10) weeks).
 3. Not more than 10% (rounded off to the nearest whole person) in a building may be away on leave of absence without pay at the same time unless this restriction is waived.
 4. Scheduling shall be as per A1 above.
- C. Anyone who is taking an unpaid leave during the school year will be granted the opportunity to have the remainder of his/her paychecks adjusted to reflect the leave, if the employee submits by August 15* the proposed schedule of leave days to the Assistant Superintendent for Personnel & Employee Relations.

* Beginning with the second year of the contract (1995-96).

Section 12: Unpaid Leave for 185 Day Employees

Unpaid leave for 152, 185, and 210 day staff may be granted by the Board.

ARTICLE XII

MISCELLANEOUS PROVISIONS

Section 1: Damage to Personal Property

The Macomb Intermediate School District may reimburse an employee who suffers damage to personal property caused by the actions of a student in an operations location up to forty dollars (\$40.00) per item (excepting glasses) subject to the following provisions:

- A. This section applies to glasses and clothing damaged in school, on field trips or any other assigned duties, and to other personal property used for educational instruction when written approval for such use is obtained in advance from the principal.
- B. There must be no negligence on the part of the employee.
- C. The only appeal for a decision by the administration not to reimburse shall be to the Board of Education which decision shall be final.
- D. The decisions of the Superintendent and/or Board shall not be grievable.

Section 2: Smocks

The Employer will provide cover-up smocks for bus duty.

Section 3: Snow Days

- A. On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on a major Detroit area radio or TV station, then the following provisions for paraprofessionals' pay will prevail:
 - 1. If the announcement states that schools are closed, paraprofessionals are not to report and will receive full pay.
 - 2. Paraprofessionals who work with students will not be required to report to their work assignment on snow days if all center-based programs are closed.
 - 3. The first two (2) days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall be counted as days of pupil instruction, and shall not be made up by students or staff.

ARTICLE XII

4. Subsequent such days shall not be counted as days of pupil instruction and shall be made up by students and staff.
5. Make up days may be scheduled during Winter Recess, Midwinter Break, Spring Recess, Summer, or Summer Recess.
6. Inasmuch as make up days will have been paid for in advance (at the time of the snow day), Washington National, Board paid sick days, and Board paid personal business days will not be used to cover absences on a make up day. Instead, if a para-professional is absent on a make up day, an additional day's work will be scheduled by the district and performed by the para-professional prior to the start of the next school year, or the para-professional shall be docked at that time.
7. The above provisions, 2 through 5, shall be in effect only so long as state of federal law mandates.
8. If the announcement states that schools are closed and para-professionals are to report, then para-professionals must report. If a para-professional is unable to report he/she may be paid for such absence by using a personal business day or compensatory time.

Section 4: Evaluation

Each para-professional will be evaluated at least once annually. New para-professional employees will be evaluated at least once prior to the end of the ninety (90) day probationary period, which probationary evaluation is in addition to the required annual evaluation. All observations of the employee's performance shall be conducted openly and with full knowledge of the employee. General procedure following evaluation is as follows:

- A. After the principal and/or assistant visits the classroom and discusses the para-professional's service with the teacher in charge, he shall hold a conference with the para-professional at which time the evaluation is discussed. At the option of either the principal or the para-professional, the teacher in charge may also be called upon to attend the conference relative to the evaluation.
- B. Upon completion of the evaluation, the para-professional shall read and sign both copies of the evaluation and will retain one copy for his/her personal file; remaining copy will become part of the MISD personnel records.

ARTICLE XII

Section 5: Behavior Management

- A. The Board recognizes its responsibility to give all reasonable support and assistance to staff with respect to the maintenance of control and discipline in the classroom. When appropriate, the services of special counselling, social workers, law enforcement personnel, physicians and other professionals shall be provided to assist the classroom staff.
- B. Para-professionals may use only such force as is necessary to protect themselves from attack or to prevent injury to a student pursuant to State of Michigan General School Laws, Section 380.1312.
- C. Chronic/Bizarre acting out behavior shall be reported to the teacher.
- D. It shall be the responsibility of the principal to conduct necessary investigations thoroughly and fairly. It shall be the responsibility of the para-professional to cooperate and assist in such investigations.

Section 6: Mandatory Retirement - Mandatory Retirement Age

All employees shall be required to retire by June 30 of the MISD fiscal year in which they reach their 70th birthday.

Section 7: Health and Safety Committee

The Union and administration will together establish a committee which will investigate health and safety issues of concern to bargaining unit members.

The committee will be made up of two (2) members selected by the Union (MIFT), two (2) members selected by the Paraprofessional Union, and two (2) members selected by Administration.

The committee will meet a minimum of six times per year. Additional meeting may be scheduled by the consensus.

The committee may invite such expertise as may be needed. Additionally, if building and grounds conditions are placed on the agenda, the Supervisor of Building and Grounds shall attend the meeting in a non-voting capacity.

The committee, acting by consensus, shall make recommendations directly to the superintendent on policies and procedures which are related to bargaining unit members.

- A. Upon receiving recommendations from the committee, the superintendent has twenty (20) days to decide:

ARTICLE XII

1. If the recommendation is approved, the superintendent will notify the appropriate department/building supervisor within 15 days. That supervisor has 25 days to implement the recommendations.
 - a. If the recommendation has not been implemented by the appropriate supervisor, a member of the Health and Safety Committee will notify the superintendent. The superintendent will have five (5) days to respond to the supervisor's action.
2. If the recommendation is rejected, the superintendent will forward to the committee the reasons for the rejection.
 - a. The committee has the option of revising the recommendation and to resubmit it to the superintendent for his action.
3. The superintendent may make a request that more time is needed to make a decision.

Section 8: Public Health and Communicable Disease

1. Public Health rules regarding communicable diseases will be adhered to.
2. Information pertaining to communicable diseases such as incubation period, contagious periods, and health related concerns (including disinfectant procedures) will be made available annually. The MISD Communicable Disease Policy will be made available to the paraprofessional union president at the beginning of each school year along with any updates throughout the school year.
3. In the event the Board of Education authorizes the development or revision of Board Policies and/or procedures dealing with communicable diseases, the employer will provide the Union, prior to adoption or implementation, with notice and opportunity to be involved in the development of said policies and/or procedures as they impact the working conditions and health and safety of the paraprofessionals.

DURATION OF AGREEMENT

This agreement is modified and extended this 17th day of November, 1994, and shall continue in full force and effect until August 31, 1997, and from year to year thereafter.

In the event either party wishes to terminate this agreement, or modify or amend any article or clause hereof, then notice to that effect shall be given in writing to the other party no less than sixty (60) days prior to the terminal date of this agreement. The modification or amendment of any specific article or clause shall not affect the remainder of this contract.

If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year.

IN WITNESS WHEREOF, the MACOMB INTERMEDIATE SCHOOL DISTRICT, and Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said INTERMEDIATE SCHOOL DISTRICT as directed and authorized by the Board of Education of said INTERMEDIATE SCHOOL DISTRICT and the PARA-PROFESSIONAL CHAPTER OF THE MACOMB INTERMEDIATE FEDERATION OF TEACHER, AFT LOCAL 2144, has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

BOARD OF EDUCATION
MACOMB INTERMEDIATE SCHOOL DISTRICT

PARA-PROFESSIONAL CHAPTER
MACOMB INTERMEDIATE FEDERATION
OF TEACHERS, LOCAL 2144

BY John W. Przygnanski
President

BY Charlene M. Hassley
President

BY Edward V. Farley
Secretary

BY Debbie Thomas
Secretary

Dated this 17th day of November, 1994

APPENDIX A
SALARY SCHEDULE

1994-1995

**TRAINABLE AND SEVERELY
EMOTIONALLY IMPAIRED
185 DAY**

**SEVERELY MULTIPLY IMPAIRED
AND POOL/INSTRUCTIONAL
235 DAY**

BASE	14795	18795
1	15381	19542
2	15978	20293
3	16564	21043
4	17153	21788
5	17745	22540
6	18335	23289
7	18926	24042

**PARAPROFESSIONALS
210 DAY**

**PARAPROFESSIONALS
213 DAY**

BASE	16791	17035
1	17461	17708
2	18137	18396
3	18804	19072
4	19469	19749
5	20141	20432
6	20811	21108
7	21486	21791

APPENDIX B

SALARY SCHEDULE

1995-1996

**TRAINABLE AND SEVERELY
EMOTIONALLY IMPAIRED
185 DAY**

**SEVERELY MULTIPLY IMPAIRED
AND POOL/INSTRUCTIONAL
235 DAY**

BASE	15091	19171
1	15689	19933
2	16298	20699
3	16895	21464
4	17496	22224
5	18100	22991
6	18702	23755
7	19305	24523

**PARAPROFESSIONALS
210 DAY**

**PARAPROFESSIONALS
213 DAY**

BASE	17127	17376
1	17810	18062
2	18500	18764
3	19180	19453
4	19858	20144
5	20544	20841
6	21227	21530
7	21916	22227

APPENDIX C
SALARY SCHEDULE

1996-1997

**TRAINABLE AND SEVERELY
EMOTIONALLY IMPAIRED
185 DAY**

**SEVERELY MULTIPLY IMPAIRED
AND POOL/INSTRUCTIONAL
235 DAY**

BASE	15468	19650
1	16081	20431
2	16705	21216
3	17317	22001
4	17933	22780
5	18553	23566
6	19170	24349
7	19788	25136

**PARAPROFESSIONALS
210 DAY**

**PARAPROFESSIONALS
213 DAY**

BASE	17555	17810
1	18255	18514
2	18963	19233
3	19660	19939
4	20354	20648
5	21058	21362
6	21758	22068
7	22464	22783

1994-95 SCHOOL CALENDAR
185 AND 235 DAYS
(Excluding Lutz and AI Programs)

Labor Day	Monday, September 5, 1994
School Year Begins Records Day	Tuesday, September 6, 1994
Classes Start: All Day	Wednesday, September 7, 1994
Opening Day Orientation: AM Inservice: PM	Friday, September 9, 1994
No School for Students Records: AM Inservice: PM	Friday, October 7, 1994
Thanksgiving: Begins at Mid-day Return to Work	Wednesday, November 23, 1994 Monday, November 28, 1994
Christmas Recess: Begins End of Day Return to Work	Tuesday, December 20, 1994 Tuesday, January 3, 1995
All Day Inservice - No Students	Friday, January 20, 1995
Mid-Winter Recess: Begins End of Day Return to Work	Wednesday, February 15, 1995 Monday, February 20, 1995
Easter Recess: Begins End of Day Return to Work	Thursday, April 13, 1995 Monday, April 24, 1995
Memorial Day: No School Return to Work	Monday, May 29, 1995 Tuesday, May 30, 1995
Last Day of School: 185 Day EI and TMI Classes Half Day Students: AM Half Day Records: PM	Friday, June 16, 1995
First Day of School (Summer Session) 235 Day SMI/SXI Classes	Monday, June 19, 1995
Fourth of July Recess: Begins End of Day Return to Work	Friday, June 30, 1995 Monday, July 10, 1995
Last Day of School 235 Day SMI/SXI Classes Half Day Students: AM Half Day Records: PM	Friday, September 1, 1995

* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.

**1994-1995 SCHOOL CALENDAR
LUTZ SCHOOL FOR WORK EXPERIENCE**

School Year Begins:		
Records Day: All Day		Tuesday, September 6, 1994
Classes Start: All Day		Wednesday, September 7, 1994
No School for Students		Friday, September 9, 1994
Opening Day Orientation: AM		
Inservice: PM		
No School for Students		Friday, October 7, 1994
Records: AM		
Inservice: PM		
Thanksgiving: Begins at Mid-day		Wednesday, November 23, 1994
Return to Work		Monday, November 28, 1994
Christmas Recess: Begins End of Day		Tuesday, December 20, 1994
Return to Work		Tuesday, January 3, 1995
Inservice: All Day (No Students)		Friday, January 20, 1995
Mid-Winter Recess:	Begins End of Day	Wednesday, February 15, 1995
	Return to Work	Monday, February 20, 1995
Easter Recess: Begins End of Day		Thursday, April 13, 1995
Return to Work		Monday, April 24, 1995
I.E.P. Prep: Students AM		Thursday, May 25, 1995
Records: PM		
Memorial Day: No School		Monday, May 29, 1995
Return to Work		Tuesday, May 30, 1995
July 4 Recess: Begins End of Day		Thursday, June 29, 1995
Return to Work		Monday, July 10, 1995
Last Day of School: Full Day		Thursday, August 17, 1995

* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.

**1994-95 SCHOOL CALENDAR
AUTISTIC IMPAIRED PROGRAM**

Labor Day	Monday, September 5, 1994
School Year Begins Records Day	Tuesday, September 6, 1994
Classes Start: All Day	Wednesday, September 7, 1994
Opening Day Orientation: AM Inservice: PM	Friday, September 9, 1994
No School for Students Records: AM Inservice: PM	Friday, October 7, 1994
Thanksgiving: Begins at Mid-day Return to Work	Wednesday, November 23, 1994 Monday, November 28, 1994
Christmas Recess: Begins End of Day Return to Work	Tuesday, December 20, 1994 Tuesday, January 3, 1995
All Day Inservice - No Students	Friday, January 20, 1995
Mid-Winter Recess: Begins End of Day Return to Work	Wednesday, February 15, 1995 Monday, February 20, 1995
Easter Recess: Begins End of Day Return to Work	Thursday, April 13, 1995 Monday, April 24, 1995
Memorial Day: No School Return to Work	Monday, May 29, 1995 Tuesday, May 30, 1995
Last Day of School: Half Day Students: AM Half Day Records: PM	Friday, June 16, 1995
AI Summer Session Begins: 7 Weeks of 4 Days per Week	
Monday, June 19	Thursday, June 22
Monday, June 26	Thursday, June 29
Monday, July 17	Thursday, July 20
Monday, July 24	Thursday, July 27
Monday, July 31	Thursday, August 3
Monday, August 7	Thursday, August 10
Monday, August 14	Thursday, August 17
Last Day of School Half Day Students: AM Half Day Records: PM Full Day at Lutz AI	Thursday, August 17

* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.

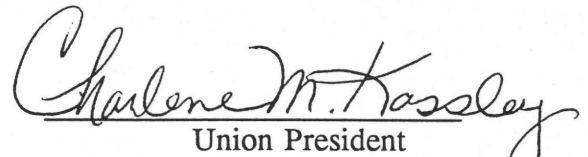
LETTER OF UNDERSTANDING

This Letter of Understanding is between the Macomb Intermediate School District ("District") and the Macomb Intermediate Federation of Paraprofessionals ("Union"). The parties have agreed as follows:

That one-half day release time each month (8 months per school year) for school improvement shall be granted to core group consisting of one person per building or program to be selected by the building or program administrator in participation with the Union.



Director of Legal Affairs



Union President

October 17, 1994

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