

6/30/97

**MASTER CONTRACT**  
**BETWEEN**  
**THE**  
**FITZGERALD BOARD OF EDUCATION**  
**AND THE**  
**FITZGERALD EDUCATIONAL**  
**SUPPORT PERSONNEL ASSOCIATION**  
**MEA/NEA**  
**1994 - 1997**

*Fitzgerald Public Schools*

## Statement of Compliance with Federal Law

Fitzgerald Public Schools supports and adheres to the principles, rules and regulations of Title IX of the Education Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, and Michigan Law. The district hereby notifies all employees, residents, and students, that it does not discriminate on the basis of sex, race, color, national origin, creed, political affiliation or beliefs, age, height, weight, marital status, against qualified handicapped individuals, or any other condition covered by law with respect to the district educational programs, activities, and employment practices. The Fitzgerald District has established a grievance procedure to provide for the prompt and equitable resolution of complaints alleging discrimination. Any student, employee, or member of the community of Fitzgerald Public Schools, believing to be discriminated against should contact Judy Anderson, Director of Community and Grant Services at (810) 757-4620 or Kathryn Schallmo, Director of Special Education/Student Services at (810) 757-4044 or write them at Fitzgerald Public Schools, 23200 Ryan Road, Warren, MI 48091-1999.

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**MASTER CONTRACT**  
**BETWEEN THE**  
**FITZGERALD BOARD OF EDUCATION**  
**AND THE**  
**FITZGERALD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION**  
**MEA/NEA**

This Agreement, entered into on this 19th day of October, 1995, between THE BOARD OF EDUCATION of the FITZGERALD PUBLIC SCHOOLS, hereinafter called the Board, and the FITZGERALD EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION - MEA/NEA, hereinafter called the Association.

**SECTION 1 - ALL MEMBERS**

**ARTICLE 1 - RECOGNITION**

**1.1 Recognition of the Association**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Board hereby recognizes the Association as sole and exclusive bargaining representative for all regularly employed full-time and part-time office personnel and para pros employed by Fitzgerald Public Schools except the Secretary to the Superintendent, Secretary to Personnel Manager, student employees, substitute employees, and any other executive or supervisory position now in existence or hereafter established by the Board. The Board agrees that it will not enter into any collective bargaining agreement with any secretary or clerk, or para pro, or any other organization on behalf of secretaries or clerks, or para pros who are members of this bargaining unit.

**1.2 Definitions**

.21 "Board" shall mean the Board of Education of the Fitzgerald Public Schools.

- .22 "Association" shall mean the Fitzgerald Educational Support Personnel Association - Michigan Educational Association/National Education Association (FESPA-MEA/NEA).
- .23 "Employee" shall mean the member of the bargaining unit.
- .24 "Administrator" shall mean any employee of the Board who is not a member of the bargaining unit who holds a supervisory or administrative position.
- .25 In the construction of the words used in this contract whenever the singular number is used it shall include the plural and whenever the feminine is used it shall include the masculine.
- .26 "Para Pros" shall be construed to mean employees in the following positions: Library Para Pro, Building Para Pro, Library/Building Para Pro, Classroom Para Pro, Office Para Pro and Special Needs Para Pro.

### **1.3 Application and Scope**

- .31 The terms of this contract shall apply to members of the bargaining unit as follows:
  - Section 1 - All members**
  - Section 2 - Office Personnel**
  - Section 3 - Para Pros**
- .32 It is mutually agreed that this Master Contract represents the complete collective bargaining agreement between the parties, and any matter outside of this agreement which has not been incorporated by reference herein shall not be deemed a part of such collective bargaining agreement.
- .33 The Board shall provide sufficient copies of this agreement to the Association who is responsible for distribution to members.

## **ARTICLE 2 - ASSOCIATION MATTERS**

### **2.1 Use of Facilities**

The Association may use available rooms for its business meetings upon request to the appropriate administrator.



## **2.2 Access to Information**

- .21 The Board agrees to furnish the Association, upon written request, available information concerning financial resources, the District, and other information on a subject which the Board is obligated to bargain, together with written information it may have which is relevant and material to the processing of a grievance.
- .22 The Board agrees to furnish the Association payroll information as regards unit members upon written request.

## **2.3 Conducting Association Business**

- .31 All Association business which may be conducted during working hours shall be done without the assistance of students and in such a manner so as not to interfere with the regular duties of any employee.
- .32 The Association president and/or her/his designee shall have fifty-five (55) duty free work hours each school year to carry out the business of the Association at a time mutually agreeable with her/his immediate supervisor. An additional ten (10) hours may be purchased by the Association at the current substitute secretary wage rate.

## **2.4 Agency Shop**

- .41 Each employee who, on the effective date of this Agreement is a member of the Association and has authorized dues deductions, shall do so with the understanding the deductions shall continue for the length of the contract.
- .42 Employees who are not members of the Association at the effective date of this Agreement shall, as a condition of continued employment, join the Association within thirty (30) days or at the end of their probationary period, whichever is later, or pay to the Association a service fee equal to the dues uniformly required of all members. Upon request from the Association, the employment of any employee who fails to comply with this requirement shall be terminated.
  - .1 It is understood that the Board of Education has the right to privatize/subcontract positions in accordance with the dictates of PA112 of 1994, Sec. 15 (F) (also known as MCLA 423.215 (3)(F)).

However, the Board of Education Acknowledges that there is nothing contained in this Collective Bargaining Agreement which is a contractual bar to the Association's ability to challenge the right as exercised in an appropriate forum if it so chooses.

- .43 Employees shall be deemed to be members of the Association within the meaning of this Section if they are members in good standing and not more than sixty (60) days in arrears in payment of membership.
- .44 The Association agrees to reimburse the Fitzgerald Public School District, hereinafter referred to as the District, for the amount of any money deducted by the District and paid to the Association, which deduction is determined to be illegal and improper, or in excess of a proper deduction. The Association further agrees to indemnify and hold harmless the District employees charged with administering this Section, and members of the Board of Education from any and all liabilities, losses, claims, damages, or expenses arising out of the discharge of any employee as a result of action taken by the Board pursuant to this Article 2.4, including, but not restricted to, all sums that may be awarded an employee. The Association agrees to indemnify the District for all costs or other expenses arising out of any other actions initiated against employees charged with administering this Section, the District, and the members of the Board of Education in reference to Article 2.4

## **2.5 Concerted Action**

The Association agrees that it will not encourage, support or condone any strike during the life of this Agreement. "Strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing, or coercing change in the conditions or compensation, or the rights, privileges or obligations of employment as set forth in Section 1 of the Michigan Public Employment Relations Act.

## **2.6 New Positions and Reclassification**

The Board reserves to itself the right of creating new positions and reclassifying or modifying the current positions. Such right shall include establishing the duties such positions shall carry. The Board agrees, however, that before establishing wages, hours, or other terms and conditions of employment for such positions, it shall discuss such matters with the Association before

implementation of the change. A review of the change may take place within a twenty (20) to sixty (60) day period after the change at the request of either party. The Association shall have the right to challenge through the grievance procedure the determination as it pertains to those items which are mandatory subjects for bargaining.

### **ARTICLE 3 - CLASSIFICATIONS, SUBSTITUTES AND PROBATION**

#### **3.1 Employee Classifications**

The parties agree that the work year for different positions in the bargaining unit may vary depending upon the job assignment. A schedule of the work year for each job classification and/or assignment shall appear as a part of the wage schedule. The parties recognize that on occasion it is necessary to employ additional personnel to perform the duties of an absent employee or otherwise to assist in performing the workload then existing. Persons on layoff who are on the substitute list and are qualified will be given first consideration when such additional personnel are required.

#### **3.2 Substitute Employees**

Any person employed on a daily basis shall be considered a substitute employee and not entitled to any benefits under this Agreement. They shall be paid in accordance with the rates for such employment established by the Board.

#### **3.3 Probationary Employees**

- .31 Applicants shall be given appropriate skill tests based on job requirements.
- .32 New employees shall be on probation for the first sixty (60) work days of their employment. However, it is understood that the Board, at its discretion, may extend the probationary period up to an additional sixty (60) work days. The Board agrees to review such extensions with the Association.
- .33 The Association shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment.

- .34 The Board shall have sole discretion in matters of discipline and discharge of a probationary employee which shall not be subject to the grievance procedure.
- .35 There shall be no seniority among probationary employees.
- .36 Upon completion of the probationary period the employee will be considered to have seniority computed from the first day of employment.
- .37 The probationary employee may not apply for any vacancy within the bargaining unit but such an employee shall be subject to transfer and assignment in accordance with the applicable provisions of this Agreement.
- .38 Probationary employees shall not receive fringe benefits. These benefits shall begin with the day after their successful completion of their probationary period except health benefits which shall be prorated on a half-month basis. Fringe benefits for the purpose of this provision shall include all insurance coverages, paid holidays, absence days, vacation and vacation benefits.

#### **ARTICLE 4 - TRANSFER, PROMOTION AND VACANCIES**

##### **4.1 Vacancy**

- .11 Vacancy shall be defined as a new bargaining unit position created by the Board, or a job open due to termination, transfer, promotion, or leave of absence for more than six (6) months.
- .12 Vacancies within the bargaining unit will be announced by the superintendent or his/her designee in a regular or special bulletin.
- .13 Vacancies shall be posted for a period of five (5) working days and employees may apply to the superintendent or his/her designee in accordance with the directions and deadlines stated in the posting notice. Each posting shall identify the position, classification, location, number of hours to be worked and starting date. The qualifications for the position shall be listed in the job description and/or in the posting announcement. Vacant positions shall be posted and filled within twenty (20) working days of the effective date of the vacancy providing at least one qualified bargaining unit member has applied. If a bargaining unit member does not apply, the vacancy shall be posted externally and the Board shall make every attempt to fill the position with an outside applicant.



- .14 If a position becomes vacant during the summer months when school is not in session, the Board shall post for a period of ten (10) days with mailing of notice to those on vacation or not scheduled to work.
- .15 The probationary employee may not apply for any vacancy within the bargaining unit but such an employee shall be subject to transfer and assignment in accordance with the applicable provisions of this agreement.
- .16 Postings shall be made to employees as follows:
  - (1) Vacancies in the Office Personnel Department shall be posted to all employees in that department.
  - (2) Vacancies in Job Classes IV & V shall be posted to employees in the Office Personnel Department and the Para Pros Department.
  - (3) Vacancies in the Para Pros Department shall be posted to employees in the Office Personnel Department and the Para Pros Department.

#### **4.2 Transfer**

- .21 Transfer shall mean movement from one position in the bargaining unit to another position in the unit which carries the same or lower hourly pay rate.
- .22 The voluntary transfer of an employee shall be based upon all of the following factors: qualifications, amount of experience in the job classification which is open, amount of experience in closely related job classifications, and seniority.
- .23 An involuntary transfer may be for reasons of:
  - .231 Unsatisfactory performance in current position.
  - .232 Personnel incompatibility
- .24 Involuntary transfers shall be made only after:
  - .241 A conference on the matter with the employee's immediate supervisor.

- .242 If the situation continues, an additional conference followed by a written formal warning and a thirty (30) work day period for the employee to correct the problem.
- .243 If improvement is not satisfactory, a review of the employee's thirty (30) work day activities shall be presented at a subsequent conference.
- .244 The employee may request Association representation at any and all steps leading to an involuntary transfer.
- .25 A voluntarily transferred employee shall receive up to a thirty (30) working day trial period in the new position.
  - .251 An employee shall have the right during or at the end of the trial period to revert to her/his former position in which case the pay rate shall be reverted accordingly.
  - .252 The Board shall have the right during or at the end of the trial period to reassign the employee to her/his former position if her/his work is unsatisfactory, in which case the pay rate will be reverted accordingly. In those cases the reasons shall be reviewed with the employee.
  - .253 In the event of reverting to her/his former position, whichever party, the employee or Board, initiates the reversion, shall notify the other party in writing no later than five (5) days prior to the date on which the reversion is to take effect. The reversion shall take place no later than the 36th working day after the transfer.

#### **4.3 Temporary Vacancy/Transfer**

- .31 A temporary vacancy is one due to the absence of the permanent employee and which is expected to last at least fifteen (15) consecutive days but not exceed six (6) months. Such a vacancy shall be posted immediately as a temporary transfer, and all office personnel and para pros shall have an opportunity to apply.
- .32 The temporary transfer shall be posted for a period of three (3) work days. Employees who are interested and qualified shall submit a letter of interest per the posting notice.

- .33 A committee of Association and Administration representatives shall meet and make a determination as to how the temporary vacancy will be filled.
- .34 The employee assigned to a temporary position shall receive wages, vacation benefits, absence days, and holiday benefits appropriate to that position.
- .35 Experience gained during temporary transfer shall not be used to gain an advantage when candidates are evaluated for promotion to any job classification. However, such experience may be used to determine placement on the wage scale once an appointment has been made.
- .36 The Board shall have the right during the temporary transfer position to revert the employee to her/his former position if work is unsatisfactory. The employee may request reverting to former position during the transfer period. When the employee normally assigned to the position returns, she/he shall have the right to return with all contractual rights and privileges. Further, those accepting or assigned to such temporary positions shall have the same right to return to the position they left, as if they also were "on leave" from their normal assignment, and they will have accrued seniority in their normal assignment.

#### 4.4 Promotion

- .41 Promotion shall mean movement from one position in the bargaining unit to another position in the unit which carries a higher hourly pay rate.
- .42 An employee to be promoted shall meet the qualifications for the position. When two or more employee applicants have substantially equal levels of qualifications, the more senior applicant shall be selected.
- .43 Promoted employees shall be on a trial period for the first thirty (30) working days of their employment, except para pros moving to the Office Personnel department. Para Pros shall be promoted to Classification IV or V, as listed on Appendix A, after serving a thirty-five (35) working day trial period.
  - .431 An employee shall have the right during or at the end of the trial period to revert to her/his former position in which case the pay rate shall be reverted accordingly.
  - .432 The Board shall have the right during or at the end of the trial period to reassign the employee to her/his former position if her/his

work is unsatisfactory, in which case the pay rate will be reverted accordingly. In those cases the reasons shall be reviewed with the employee.

.433 In the event of reverting to her/his former position, whichever party, the employee or Board initiates the reversion, shall notify the other party in writing no later than five (5) days prior to the date on which the reversion is to take effect. The reversion shall take place not later than the 6th working day following the notification.

.44 Promoted employees shall be paid in the new position at the step which represents an amount equal to or greater than their last step increase.

#### **4.5 Required Training**

Whenever an employee is transferred (voluntarily or involuntarily) promoted or recalled from layoff, and such employee does not meet the specified qualifications, the Board may require such employee to undergo appropriate training. For such training required and approved by the Board, the Board's only obligation shall be payment of tuition, books, and mileage.

#### **4.6 Interview**

.61 Each employee who properly applies for a transfer or promotion shall be granted an interview with appropriate administrator(s).

.62 Should it be necessary to test employees changing positions, uniform tests shall be used, and testing shall be conducted under similar conditions.

.621 Testing shall not be required for applicants holding a position in the same classification or in a higher classification unless the new position requires different skills or skill level.

.622 There shall be discussion with FESPA regarding testing criteria.

.623 Tests shall be conducted in a group setting whenever practical.

.624 Test results shall be available to the applicant at her/his request within five (5) working days after the last interview is completed.



- .63 Each applicant for transfer or promotion shall be informed of approval or denial of her/his request within five (5) days after the last interview was completed. A list of applicants and the applicant selection will be sent to the Association President.

## ARTICLE 5 - SENIORITY

- 5.1 An employee's district seniority shall be computed from the last date of hire with the Fitzgerald School District.
- .11 Seniority shall not accumulate while an employee is on layoff except that should the layoff be for a short term not exceeding six (6) weeks of the work year, the employee shall continue to earn seniority credit.
- .12 An employee on an approved leave of absence without pay for personal illness or injury shall accumulate seniority. However, such leave shall be limited to a period not to exceed one (1) year. There shall be no progression on the wage scale.
- 5.2 An employee's department seniority shall be the total amount of time spent in job assignments in a department since last date of hire. Departments within the terms of this Agreement shall be:
- .21 **Office Personnel**
- .22 **Para Pros**
- 5.3 When an employee transfers into the bargaining unit covered by this Agreement, that employee retains district seniority only as it applies to fringe benefits available under this Agreement.
- 5.4 Any employee whose employment is terminated voluntarily or involuntarily and who is subsequently rehired, shall be considered as a new employee.
- 5.5 Date of hire shall be interpreted as the date on which the employee reported for regular permanent work.

## ARTICLE 6 - LAYOFF AND RECALL

### **6.1 Layoff**

The Association recognizes that under certain conditions layoffs may become necessary. When the Board deems it necessary to reduce the work force, representatives of the Board will meet with representatives of the Association to inform them of the situation and explain the reductions to be made. The Association will be provided an opportunity to offer suggestions. In the event the Board determines that layoffs are necessary, they shall be made according to the procedures set forth below.

- .11 Voluntary layoffs. If there are employees willing to take a voluntary layoff, they shall be laid off first.
- .12 Involuntary layoffs. Involuntary layoffs shall be made on a department seniority basis subject to the ability, in the judgment of the Board, of the remaining employees to perform the duties of the remaining positions.
- .13 An employee whose position is eliminated or reduced is eligible to bump a less senior employee in the same or lower job classification within the department, provided the employee has the ability to perform the duties of the new position and meets the essential qualifications. Should this position be restored, the persons who bumped shall return to their position.
- .14 An employee who bumps into a new position as a result of her/his position being eliminated shall serve a twenty (20) working day trial period in the new position. During the trial period, the employee shall be paid at the rate of the new position. If before the end of the trial period the employee does not perform satisfactorily, the employee shall be removed from that position. Following such removal, the employee may again bump into the same or lower job classification and repeat the trial procedure.
- .15 The Board shall give written notice of layoff at least twenty-one (21) calendar days prior to the effective date of the layoff.

### **6.2 Recall**

- .21 Employees shall be recalled to work by seniority. The employee with the greatest amount of seniority shall be recalled first; the employee with the

second greatest amount of seniority shall be second, etc., provided the employee has the qualifications.

- .22 The Board shall give the employee two (2) weeks notice of recall either by certified or registered mail to the employee's last known address. In the event the employee fails to respond to such notice within seven (7) days after receipt thereof, the Board shall consider the employee as having terminated her/his employment.
- .23 It is understood that when an employee is recalled she/he must accept the position for which she/he is being recalled, provided she/he is qualified for the position. Refusal to do so shall be interpreted as termination unless she/he is physically and/or emotionally disabled to a degree which prevents her/his performing the normal duties of the position. Such disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense. In addition, an employee shall remain on the recall list for a period equal to her/his seniority, but not to exceed two (2) years.
- .24 In the event a part-time position becomes open, employees on layoff shall be given first opportunity to fill such a position. Accepting such a position shall not jeopardize the employee's recall rights to a full-time position.

#### **ARTICLE 7 - RETIREMENT, RETIREMENT BENEFITS AND DEATH BENEFITS**

- 7.1 Retirement shall be defined as having met the minimum age and service requirements as defined by Michigan Public School Retirement Systems and includes disability retirement but excludes deferred retirement.
- 7.2 Employees shall upon retirement from the District receive a benefit in the amount listed for each year of service to the Fitzgerald School District.
  - .21 Any employee meeting the above conditions shall receive one hundred sixty-five dollars (**\$165**) per year of service.
- 7.3 Eligibility for benefits as provided for in 7.2 will be considered complete upon the employee notifying in writing the Michigan School Employees Retirement System of their retirement or intent to draw retirement benefits upon full eligibility.
- 7.4 An employee who has accumulated the following minimum number of absence hours upon retirement will be reimbursed for those hours at the rate of **\$3.00** per hour for office personnel or **\$2.25** per hour for para pros with the following maximum hours reimbursable:

<u>8 Hour Employees</u>	<u>7 Hour Employees</u>	<u>6 Hour Employees</u>
50% 600 - 1199	50% 525 - 1049	50% 450 - 899
75% 1200 - 1599	75% 1050 - 1399	75% 900 - 1199
100% 1600 - 2400	100% 1400 - 2100	100% 1200 - 1800
<u>5 Hour Employees</u>	<u>4 Hour Employees</u>	<u>3 Hour Employees</u>
50% 375 - 749	50% 300 - 599	50% 225 - 449
75% 750 - 999	75% 600 - 799	75% 450 - 599
100% 1000 - 1500	100% 800 - 1200	100% 600 - 900

- 7.5 The Board of Education will assume payment of the State Defined Employer's contribution into the Public School Employees Retirement System.
- 7.6 Death Benefit - In the event of death, an active employee's beneficiary (as indicated on the life insurance beneficiary card) shall receive payment in the amount listed below for each year of service to the Fitzgerald School District.
- .61 Should death occur prior to or during the work year in which age sixty (60) is attained, one-hundred-seventy dollars (\$170) for each year of service.
  - .62 Should death occur during the work year in which age sixty-one (61) or sixty-two (62) is attained, one-hundred-twenty dollars (\$120) for each year of service.
  - .63 Should death occur during the work year in which age sixty-three (63) through sixty-five (65) is attained, eighty dollars (\$80) for each year of service.

## ARTICLE 8 - GENERAL

### **8.1 Upgrading of Skills, In-Service**

Employees are encouraged to participate in activities or to take additional education or training which is intended to improve their skills and knowledge relative to their jobs. Such participation may be voluntary, initiated by the employee, or it may be required, initiated by the immediate supervisor.

- .11 Voluntary. The employee shall present a request to participate in an activity or course to the immediate supervisor. Final approval for such



participation must be secured from the superintendent or his/her designee. If approval is granted, reimbursement for tuition and books shall be made upon presentation of receipts for same. In the case of course work, reimbursement shall be made after the employee submits evidence of successful completion of the course.

.12 Required. If the immediate supervisor determines that an employee does not have the necessary skills required for the position, the employee may be required to take appropriate training.

.121 Prior to such training being required, the employee shall be given in writing a list of the skills which need to be upgraded and an opportunity to discuss the matter with her/his immediate supervisor.

.122 If there is disagreement regarding the need for upgrading, the employee may request a meeting with the superintendent or his/her designee. The Association shall be represented in such a meeting.

.123 If approval is granted, reimbursement for tuition and books shall be made upon presentation of receipt for same. In the case of course work, reimbursement shall be made after the employee submits evidence of successful completion of the course.

**8.2 Student Discipline** - Secretaries or para pros shall not be responsible for the disciplining of students.

**8.3 Dispensing of Medications:** No medications will be dispensed by any FESPA employee unless the medication has been properly labeled. The student's name, attending physician, and dose must be on medication. Medication given will be recorded into a log by person dispensing.

**8.4 Overtime, Compensatory Time** - Overtime work shall be construed as required work in excess of eight (8) hours in one day or in excess of forty (40) hours in one week. Compensatory time shall be construed as time off granted in lieu of pay, e.g., compensatory time may be granted for overtime worked or for holiday time worked.

.41 Overtime work shall be approved in advance by the administrative supervisor and the superintendent or his/her designee.

- .42 Approved absence shall be credited as time worked in determining the applicability of overtime.
  - .43 When overtime work requires an additional trip to the work place, the employee shall be paid for a minimum of two (2) hours at the overtime rate.
  - .44 An employee may request compensatory time in lieu of payment for overtime. Such request shall be approved by the administrative supervisor and the superintendent or his/her designee.
  - .45 Compensatory time shall be used during the work year in which it was earned.
  - .46 The day on which compensatory time is to be taken shall have the prior approval of the administrative supervisor.
  - .47 The employee shall report her/his absence due to compensatory time according to the standard procedures for reporting absence as indicated elsewhere in this contract if four (4) or more hours are involved.
  - .48 Overtime work of a non-specialized nature shall be offered first on a rotating basis to employees in their particular work location.
- 8.5 Any elementary building with an enrollment over five hundred and twenty-five (525) students shall have a one-half day (3.5 hours) building para pro.

## ARTICLE 9 - LEAVES OF ABSENCE

### 9.1 General Leave

Upon request of an employee who has successfully completed the probationary period, the Board may grant to said employee a leave of absence without pay for a period not to exceed one (1) year for:

- .11 Extended personal illness upon submission of a doctor's statement indicating the need for such leave.
- .12 Illness or death in the immediate family.
- .13 Personal injury
- .14 Maternity

- .15 Relocation of spouse's employment
- .16 Career Option
- .17 Serve as an officer or staff of MEA, NEA, or local affiliate. (Leave for this purpose shall be concurrent with term(s) of office.)
- .18 Other reasons as recommended by the superintendent

If substantial and worthwhile reason requires it, the Board, upon written request of the employee, may extend the leave for an additional period of one (1) year, but such extension shall be on terms other than those listed elsewhere in this Article, all at the Board's discretion.

- .19 Requesting a leave
  - .191 Request for a leave shall be in writing and shall be submitted to the immediate supervisor at least fifteen (15) working days prior to the effective date.
  - .192 In cases involving personal injury, illness, or maternity, the request shall be accompanied by a doctor's statement verifying the condition for which the leave is requested.
  - .193 It is agreed that an employee who becomes pregnant may continue to work provided that she is physically able and the rights of the pregnant employee be pursuant to law. Further, the pregnant employee wishing to take a leave of absence (childbearing), shall do so by written request. The employee wishing to take a leave of absence for the purpose of child care shall request such leave within two (2) weeks of the date of birth of the child or of the date of adoption of the child.

## 9.2 Return from Leave

- .21 An employee who has been granted a leave of absence for any of the reasons indicated above shall be entitled to return to the district in the position and building she/he held immediately prior to the leave provided her/his return occurs no later than one (1) year after the effective date of the leave. In the case of such return, bumping shall occur.

Employees who have changed positions as a result of the vacancy(ies) created by the leave shall revert to their former positions. If the employee

fails to return to work by one (1) year after the leave's effective date, the employee shall forfeit the right to return to the position and building held immediately prior to the leave. In such event employees who have filled the vacancy(ies) resulting from the leave shall remain in their current positions and the time spent in those positions shall be applied to any required trial period.

- .22 An employee returning from an approved leave of absence of longer than one (1) year's duration shall be eligible to apply for the first position in her/his department (office personnel - para pros) which becomes available. Such employee shall be retained on the eligibility list for a period not to exceed two (2) years beyond the termination of the leave of absence. Failure to apply for any such properly posted vacancy for which the employee is qualified during the two (2) year eligibility period shall be interpreted as a termination unless she/he is physically and/or emotionally disabled to a degree which prevents her/his performing the normal duties of the position. Such disability must be verified by a physician's statement. The Board may request another physician's opinion at the Board's expense. Should the employee be unable to apply for the vacancy because of a disability, she/he would remain eligible to apply for the next posted vacancy but in no case shall the eligibility period be extended beyond the two (2) years described above.
- .23 The employee shall notify the superintendent or her/his designee in writing of her/his intent to return to work by a date not less than three (3) weeks prior to the expiration date or the leave. In the event the employee fails to give such timely notice, she/he shall forfeit her/his right to return as specified elsewhere (Article 9, 9.2) in this contract and her/his employment shall be considered terminated. Any subsequent re-employment shall be discretionary on the part of the Board.
- .24 An employee returning from a leave of absence due to personal injury, personal illness, pregnancy/maternity, or hospitalization shall submit a physician's statement indicating she/he is able to perform the duties of the position to which she/he is returning. Such a statement shall be submitted before the employee may resume work. Should some question arise as to the employee's ability to resume her/his duties, the Board may request a medical examination to be administered by a duly licensed physician selected and paid by the Board.
- .25 While the employee is on leave, there shall be no accumulation of seniority and no advancement on the pay schedule except that an employee who is on leave of absence without pay for personal illness or

injury shall continue to accumulate seniority for a period not to exceed a total of one (1) year. There shall be no progression on the wage scale during such time.

- .26 An employee on leave of absence may request permission to accept temporary employment elsewhere. Such permission shall be granted except in cases where the employee refused to accept re-employment in the District in her/his former position or in a position appropriately commensurate with her/his former position.

If the employee on leave accepts employment elsewhere without Board approval, her/his leave will be terminated, and her/his employment with the District shall be considered terminated.

- .27 All leaves requested by the employee shall be initiated by her/him with her/his immediate supervisor.
- .28 Upon return from leave of absence an employee's seniority shall be restored provided she/he has met all conditions for a proper return.
- .29 Should an employee terminate themselves under the conditions of this section (9.2), the Association shall be notified prior to the report being made to the Board.

### **9.3 Military Leave**

Leave for military service in excess of two (2) weeks. An employee on leave of absence for military service shall be entitled to progression on the salary schedule and accumulation of seniority equal to the actual time spent in the military up to, but not to exceed, one (1) period of enlistment or to meet the military obligation in case the employee is drafted. An employee wishing to return to employment must make a written request to return within sixty (60) days of discharge or separation from the military.

## **ARTICLE 10 - ABSENCE DAYS, TARDINESS AND PERFECT ATTENDANCE**

### **10.1 Allowance**

Employees shall be granted an annual allowance of absence days which shall be used to cover absence due to personal illness, personal injury, or the conduct of personal affairs which cannot be conducted outside working hours.

Employees absent for reasons covered under terms of this Article shall receive full pay for their absence to the extent their annual allowance and accumulation permits.

- .11 Employees whose work year is fifty (50) weeks or more shall receive an allowance of eighteen (18) days.
- .12 All other employees shall be granted an allowance at the rate of one and one-half (1 1/2) days for each month of their work year.
- .13 The sick leave allowance shall be rounded to the nearest quarter (1/4) day.
- .14 In no case shall the absence day allowance for any employee exceed eighteen (18) days.
- .15 It is understood that in all cases the length of the absence day coincides with the length of the work day.
- .16 The absence day allowance shall be granted one (1) week after the beginning of the work year.
- .17 Employees who begin employment during the year shall receive their absence allowance one (1) week after employment begins and at the rate of one and one-half (1 1/2) days per month for the remaining months of the work year, provided that one-half of the working days in any month are to be worked; three-fourths (3/4) absence day shall be granted when fewer than one-half (1/2) of the working days are to be worked; and provided further that no absence days shall be granted when fewer than five (5) of the working days are to be worked.
- .18 Employees absent at the beginning of the work year for an approved reason will receive their absence day allowance one (1) week after returning to work. For deductions due to approved absence, they will be reimbursed up to their annual allowance.
- .19 Allow two (2) qualified personal business days a year from allowance where the employee does not have to give a reason, to those employees who have accumulated fifty (50) absence days.



## 10.2 Accumulation

- .21 At the end of each fiscal year all unused leave days shall be credited to the employee's leave bank to accumulate without limit.
- .22 Employees returning to work from layoff or from an approved leave of absence shall retain the absence day accumulation in effect immediately prior to the layoff or leave.
- .23 In the event of death of an active employee, the employee's beneficiary shall receive payment for fifty percent (50%) of the employee's unused accumulated absence days. This payment shall not exceed a thirty (30) day total and shall be made at the salary rate paid the employee at the time of death.
- .24 Employees who have used zero (0) absence days during the months of July through June shall be awarded two (2) leave days the next school year. These days shall meet the following criteria:
  - (1) Application for use must be made at least two (2) days prior to the leave day.
  - (2) Use of a leave day shall not be counted as an absence.
  - (3) These days may not be used immediately prior to or immediately following periods of holiday or recess but may be used at Christmas or Easter on a day(s) when students are not in attendance.
  - (4) If one or both of the days are not used during the year granted, it/they will be added to the employee's accumulation of absence days.

## 10.3 Use of Absence Days

- .31 Absence days may be used for personal illness, personal injury, or for conducting personal affairs which cannot be handled outside of work hours.
- .32 For partial days of absence, partial days shall be deducted from the employee's accumulation at the rate of one fourth (1/4), one-half (1/2), or three-fourths (3/4) day, whichever most closely coincides with the actual number of hours of absence.

- .33 Employees absent from work immediately prior to holidays, and whose absence day accumulation has been exhausted, shall not be paid for such holidays.
- .34 An absent employee whose absence day accumulation has been exhausted and who continues to be absent shall have the option of applying accrued vacation time before receiving pay deduction. After receiving thirty (30) days of pay deduction, the employee shall be placed on a leave of absence.
- .35 An employee who for any reason moves to a job classification having a longer working day shall have her/his absence day accumulation adjusted proportionately to reflect the longer work day. The absence allowance for the remainder of the work year must also be adjusted.

#### **10.4 Reporting Absence**

- .41 The employee shall give notice of absence for any reason on the answer telephone at least one (1) hour before her/his starting time on the day of her/his absence. The employee's intent to return shall be reported on the answer telephone at least one (1) hour before starting time on the day of return. Failure to meet the requirements may result in forfeiture of pay for the day.
- .42 An employee who must become absent during the day shall notify the secretary in charge of obtaining substitutes as well as her/his immediate supervisor.
- .43 An employee using absence days for personal affairs shall complete the form provided by the Board. Requests for use of personal affairs days shall be made by the employee at least two (2) days prior to the absence, except in cases of emergency. The request shall be submitted to the employee's immediate supervisor who shall advise the employee as to approval or disapproval at least one (1) day prior to the absence.

#### **10.5 Return to Work Following Absence**

- .51 Upon request by the employer, the employee shall furnish a physician's statement as proof of illness or disability and/or evidence of ability to return to work. Physician means a person licensed to practice medicine in this state.

- .52 Should some questions arise relative to the employee's illness, disability or ability to return to work, the Board may request a medical examination to be administered by a duly licensed physician selected and paid by the Board.

#### **10.6 Act-of-God Days**

On those days when pupil instruction is not provided because of conditions not within the control of school authorities such as severe storms or other conditions, office personnel, building para pros and library para pros are, nevertheless, required to report to their normal assignments unless otherwise notified by the superintendent or his/her designee. In the event that the aforementioned employees fail to report, they will be subject to the provisions of Article 10. Classroom and special needs para pros will not be expected to report to their normal assignments when pupil instruction is not provided and will not be compensated.

#### **10.7 Jury - Court Duty**

- .71 The employee shall be excused from her/his regularly assigned duties for jury duty or for attendance at court pursuant to subpoena provided she/he has followed the procedures established for applying for absence due to personal affairs. The Board reserves the right to request that the employee be excused from jury duty.
- .72 For such absence, the employee shall be paid the difference between her/his regular salary and such amount received as a juror or witness.
- .73 For such absence there shall be no deduction from the employee's absence day accumulation provided the employee has met all conditions in seeking approval for such absence.

#### **10.8 Workers Compensation**

Absences resulting directly from on-the-job injuries shall be subject to the provisions of Workers Compensation as specified by law. Injuries shall be reported to the appropriate administrator as soon as possible, but not later than three (3) days after occurrence.

- .81 Employees may use absence days to complement payments received from Workers Compensation except that the combined income shall not exceed the employee's regular weekly earnings.
- .82 Employees who qualify for Workers Compensation shall have no deduction from their absence day accumulation for the first seven (7) days of absence due to a job-incurred injury.
- .83 Employees who qualify for Workers Compensation and whose absence extends beyond seven (7) days shall receive from the Board a complementary payment for this absence beyond seven (7) days. Such payment shall be the difference between the weekly compensation payment and the employee's regular weekly earnings. For such complementary payment, absence days shall be deducted from the employee's accumulation equal to the total of the complementary payment divided by the employee's exhaustion of the employee's absence day accumulation.

**10.9 Tardiness**

- .91 It is understood that punctuality is a requirement of all employees.
- .92 The employee shall report an anticipated tardiness to her/his immediate supervisor as soon as practical after she/he realizes that tardiness will occur.
- .93 Tardiness shall be treated as follows for any one (1) work year:
  - .931 First occurrence . . . . . verbal reminder
  - .932 Second occurrence . . . . . written reminder
  - .933 Third occurrence . . . . . written warning
  - .934 Fourth occurrence . . . . . suspension without pay
- .94 In cases where a pay deduction is enacted, such deductions shall be to the nearest quarter (1/4) hour.
- .95 Tardiness greater than one (1) hour, for which there is no pay deduction, shall be deducted from the employee's absence day accumulation according to the provision in part 10.32 of this article.

- .96 Under certain conditions, the superintendent may suspend the rules regarding tardiness.

#### **10.10 Absence Day Reserve Plan**

The Board will provide a reserve of absence days not to exceed 125 days for each year of this agreement. These absence days shall be available to those employees who have exhausted their personal accumulation of absence days and are absent due to personal illness, injury, or disability. The use of absence days from this reserve will be subject to the following conditions:

- .101 Waiting period of three (3) consecutive days of absence, without pay between exhaustion of personal accumulation of absence days and eligibility to draw from reserve.
- .102 Written request by the employee to draw from the reserve and submitted to the employee's immediate supervisor prior to exhaustion of personal accumulation of absence days.
- .103 Repayment of days an employee draws from the reserve shall be equal to one-half (1/2) the number of days used and shall be taken from the employees annual absence allowance in future years. Such repayment shall be at the rate of five (5) days per year until all days have been repaid the reserve.
- .104 Employees on leave of absence without pay shall not be eligible to draw absence days from the reserve.
- .105 The Board shall notify the Association in writing whenever the absence reserve plan is used.
- .106 No days from the reserve shall be granted to any employee whose personal accumulation of days would not be exhausted prior to qualification for payment of L.T.D. benefits as provided in Article 13.

### **ARTICLE 11 - PERFORMANCE, EVALUATION**

#### **11.1 Employee Responsibility**

In discharging her/his work responsibilities each employee shall be responsible to her/his immediate supervisor and shall to the best of her/his ability perform

her/his duties and assignments in such a manner as to comply with the provisions of the contract rules, regulations and policies of the Board relative to maintenance, management, and carrying on of the schools of the District.

## **11.2 Discipline and Discharge**

- .21 The employer shall have the right to discipline any employee for failure to fulfill her/his responsibilities as an employee or for violation of this contract or other work rules.
- .22 Such discipline shall be for just cause, and may be a verbal or written reprimand, demotion, suspension or dismissal.
  - .221 Prior to any demotion an employee shall be made aware of the concern or dissatisfaction over the employee's work performance:
    - Verbal warning notice
    - Written warning notice
  - .222 Any warning shall be made in such a manner that it is clearly understood that it is a warning and not a routine supervisory criticism.
  - .223 Each warning shall indicate the cause for the warning and what must be done to achieve satisfactory work performance.
  - .224 Each warning shall become a part of the employee's personnel record and a copy of all written warnings shall be furnished the employee.
- .23 During periods of suspension, the employee shall not accumulate absence days or vacation days nor shall she/he receive any pay for holidays which occur during such suspension.

## **11.3 Evaluation**

- .31 The employee shall be evaluated periodically by her/his immediate supervisor.
  - .311 Employees who have not attained the maximum wage rate in their classification shall be evaluated prior to conclusion of the probationary period(s) and once each year thereafter.



- .312 Employees who have attained the maximum wage rate in their classification shall be evaluated once every two (2) years.
- .313 Areas of deficiency shall be brought to the employee's attention in a timely fashion. Items not brought to the employee's attention in a timely fashion shall not become part of the employee's evaluation.
- .32 Such evaluation shall be done on a form provided by the Board and copies shall be submitted to the superintendent or his/her designee, the employee, and placed in the employee's personnel file.

#### **11.4 Personnel File**

- .41 The employer shall maintain personnel files of each employee.
- .42 No material critical of an employee's conduct, service, character, or personality shall be placed in the files unless the employee has had an opportunity to read such material. The employee shall acknowledge having read such material by affixing her/his signature to the material.
- .43 The employee has the right to answer any material filed and the answer shall be attached to the file copy.
- .44 The employees may examine their file as to material placed in such file after initial employment and shall be permitted to reproduce such material.
- .45 Materials shall be removed from the personnel file(s) if and when an employee's claim that such material is inaccurate is sustained through the grievance procedure.
- .46 Negative material of a non-reoccurring nature shall be removed from the employee's personnel file after four (4) years.

#### **11.5 Confidential Material - Employee Responsibility**

- .51 It is understood that certain employees may have access to confidential information dealing with students, other employees, records, etc., and that such information shall not be released except to authorized personnel.

- .52 It is further understood that confidential information shall not be discussed or shared in any way with other employees, citizens, students, state and city agencies, etc., unless there is authorization to do so.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **12. Definition**

A grievance shall mean a complaint by an employee or group of employees based on an alleged violation, misinterpretation or misapplication of any expressed provision of this Agreement or policy of the Board of Education. If a question arises as to whether or not a particular complaint is a grievance, the question may be considered through the grievance procedures as herein provided. However, it is agreed that the following matters shall not be subject to the grievance procedure:

- .11 The termination of services of any probationary employee.
- .12 Placing a probationary employee on an additional period of probation.
- .13 Any Board policy, rule or regulation which is not a mandatory subject of bargaining.

### **12.2 Procedure**

#### **Step 1 -**

It is understood that before a complaint reaches the status of a formal grievance the employee shall have attempted to resolve the problem by means of an informal discussion with the immediate supervisor. Such discussion shall take place within five (5) working days after the occurrence or knowledge of occurrence which is the basis of the grievance.

#### **Step 2 -**

The Association shall present the written grievance to the appropriate administrator within five (5) working days after the conclusion of the above discussion.

#### **Step 3 -**

The administrator shall schedule a conference to attempt to resolve the grievance within five (5) working days after he has received such written

grievance. A written decision on the matter will be given to the employee and Association within five (5) working days after the conference.

**Step 4 -**

If the Association desires to pursue the grievance further, the Association must appeal in writing to the superintendent or his/her designated representative within five (5) working days after receiving a copy of the decision rendered under Step 3 of this procedure. The superintendent or his/her designated representative shall schedule a conference to attempt to resolve the complaint within five (5) working days after the appeal is received. A written decision on the matter shall be given to the Association within five (5) days following the conference.

**Step 5 -**

If the Association is not satisfied with the disposition of the grievance at Step 4 or if no disposition has been made within the period above provided, the Association may submit the grievance to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the employer nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Association and the employer. Notification of intent to use arbitration must be filed with the other party within thirty (30) days of the completion of proceedings in Step 4.

**12.3 General Provisions**

- .31 The Association shall have a representative present at each step of the grievance procedure who may represent an employee with the employee's consent. The appropriate administrator, upon receiving a grievance, shall notify the Association as to the day, time and place of the conference, and no step of the grievance procedure shall be conducted in the absence of the Association unless the Association has waived its right to be present.
- .32 Each grievance shall be presented on forms printed by the Board and available through the Association, and shall set forth specifically who the grievant is, what provision of this Agreement is alleged to have been

violated, misinterpreted, or misapplied by appropriate reference, when it happened, where it happened, the allegation of the grievant, and the relief requested.

- .33 At any step under this grievance procedure, the Association may have present the grievant and the Association Grievance Committee.
- .34 Failure of the Association to appeal a decision within the specified time limits shall be deemed a withdrawal of the grievance. Failure by administration to communicate a decision on a grievance within the specified time limits shall entitle the Association to proceed to the next step.

However, if an administrator fails to call a conference within the specified time limits, the employee may immediately proceed to the next step. Nothing in this provision shall prevent the parties from extending the specified time limits by mutual agreement which shall be expressed in writing.

- .35 A grievance shall always be filed at the earliest step of the grievance procedure where there is authority to render a decision on the grievance.
- .36 Any conference which may be held under the grievance procedure shall be conducted before or after school hours, except where mutually agreed to the contrary, and at a reasonable place. In the event that a conference or hearing under the grievance procedure is held during school hours, each employee who is a party to witness shall be excused from her/his regular duties, with pay, to attend such a conference or hearing.
- .37 Each conference conducted under the grievance procedure shall be conducted as a private conference, and attendance at such conference shall be restricted.
- .38 No grievance or decision rendered on a grievance shall be placed in an employee's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.
- .39 The arbitrator shall have no power or authority to add to, detract from, alter, or modify the terms of this Agreement.

## ARTICLE 13 - INSURANCE BENEFITS

**13.1** The Board shall provide employees assigned for more than seven (7) hours per day, without cost to the employee, Blue Cross/Blue Shield, Plan A and B (or comparable). For 1994-95 the Board shall pay the premium rate for the health insurance package which is in effect on June 30, 1994, except that for each 1% rise in the premium rate which is not accompanied by a .5% rise in the State Per Pupil Aid to the District, the deductible amount shall be increased by \$25.00.

The total maximum deductible for 1994-95 shall not exceed \$200/person, \$400/family, and for 1995-96 and 1996-97 the total maximum deductible shall not exceed \$250/person, \$500/family.

- .1 PLAN A - The Board shall provide all insurance benefits listed in section 13.1.1 for a full twelve-month period of each school year for all employees assigned for more than seven (7) hours per day, except for those employees electing benefits under section 13.1.2 or 13.7 below. Such benefits shall be provided, without cost to the employees, to each employee and her/his dependents, as defined in the agreed upon specifications.
- .101 BC/BS 3 STAR health insurance (or comparable): when appropriate, BC/BS 3 STAR (or comparable) or BC/BS limited Medicare supplement (or comparable) and Medicare, Part B, premiums shall be paid on behalf of the employee, her/his spouse and or dependents eligible for Medicare.
- .102 BC/BS Dental Plan K-80-1500, (Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable), with no coordination of benefits, **OR** BC/BS Dental Plan K-50-1500, (Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with internal and external coordination of benefits.
- .103 MASB-SET Term Life Insurance (or comparable) in the amount of forty-five thousand dollars (\$45,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.
- .104 BC/BS 3 Star Vision insurance (or comparable) including internal and external coordination of benefits.

.2 PLAN-B - Employees assigned for more than seven (7) hours per day not electing insurance benefits as described in section 13.1.1 above shall be provided by the Board with the following insurance benefits, for a full twelve month period of each school year. The benefits listed below shall be provided without cost to employees, to each employee not enrolled in benefits under section 13.1.1 above, and her/his eligible dependents, as defined in the agreed upon specifications.

.201 BC/BS Dental Plan K-100-1500 (Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with no coordination of benefits, **OR** BC/BS Dental Plan K-50-1500 (Class I, II, III annual limit of \$1,500 and Class IV lifetime limit of \$2,000) (or comparable) with internal and external coordination of benefits.

.202 MASB-SET Term Life Insurance (or comparable) in the amount of sixty thousand dollars (\$60,000) for the employee only. Such insurance protection shall be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

.203 MASB-SET Dependent Term Life Insurance (or comparable) in the amount of ten thousand dollars (\$10,000) for each employee's spouse and five thousand (\$5,000) for each dependent child as defined in the agreed upon specifications.

.204 BC/BS 4 STAR Vision insurance (or comparable) including internal and external coordination of benefits.

.205 Seventy-five dollars (\$75) per month shall be contributed to a tax deferred annuity for all individuals covered under 13.1.2. The employee shall select the T.D.A. from the list of district approved carriers.

**13.2** The Board shall provide employees assigned for seven (7) hours per day or less, without cost to the employee, (except for 13.2.2 and 13.2.3), the following coverages to be identified as Plan C:

1. Plan C - The Board shall provide all insurance benefits listed in Section 13.2.1 for a full twelve-month period of each school year for all employees assigned for seven, (7) hours per day or less. Such benefits shall be



provided, without cost to the employees (except for 13.2.2 and 13.2.3), to each employee and her/his dependents, as defined in the agreed upon specifications.

.11 MASB-SET Term Life Insurance (or comparable) in the amount of ten thousand dollars (\$10,000) for the employee only. Such insurance protection shall be paid to the employees designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount; in the event of accidental dismemberment, the insurance will pay according to the schedule.

.12 BC/BS 3 star Vision Insurance (or comparable) including internal and external coordination of benefits.

.2 Employees covered by Plan C may also select BC/BS 3 Star Health Insurance with the employee reimbursing the Board the prorated amount proportionate to their daily hourly schedule. (Example: seven hour employee would reimburse the Board 1/8th of the health insurance premium). Such reimbursement shall be made by payroll deduction.

.3 Employees covered by Plan C may also select BC/BS dental plan K-80-1500 or Plan K-50-1500 dental insurance with the employee reimbursing the Board the prorated amount proportionate to their daily hourly schedule. (Example: Seven hour employee would reimburse the Board 1/8th of the dental insurance premium.) Such reimbursement shall be made by payroll deduction.

**13.3** The Board shall provide, without cost to the employees, MASB-SET Long-Term Disability Insurance (or comparable) for each employee. Benefits shall be paid at sixty-six and two-thirds percent (66 2/3%) of the salary to a maximum monthly benefit five thousand (\$5,000) dollars and may begin after expiration of ninety (90) calendar days. Benefits shall be to age 65 for disabilities that occur prior to age 61; for disabilities that occur on or after age 61, benefits end five years after the disability or age 70, whichever occurs first; after age 70, coverage is for one year; at no cost to the employee in the event of permanent disability.

**13.4** The Board shall establish an open enrollment of thirty (30) days, commencing September 1 in each school year of this contract. In the event of a change in status of the employee, their spouse or dependent(s) they shall have thirty (30) days, from the date of change, to modify their coverage or change plans. The Board, in cooperation with the insurance carrier(s) shall be responsible for providing all necessary enrollment application and claims materials.

- 13.5** Except for incidental modifications, coverage as provided for in this article will not be changed by the carrier except by mutual agreement of the Association and the Board or by law.
- 13.6** In the event that any insurance benefit is adjusted by action of the courts, the Legislature, or the Insurance Commission, the Board shall meet with the Association for purposes of renegotiating the affected insurance benefit(s).
- 13.7** The Board agrees that any individual wishing to choose the Health Maintenance Organization "Group Health Plan of Southeast Michigan" as an alternative to the BC/BS (or comparable) health insurance plan may do so. Employees assigned for more than seven (7) hours per day selecting the H.M.O. shall be enrolled in Plan A. Employees assigned for seven (7) hours per day or less will reimburse the Board as outlined in 13.2.2 and shall be assigned to Plan C.
- 13.8** Employees shall receive twelve (12) month coverage regardless of the length of their work year.
- 13.9** Payment of these benefits by the Board shall cease beginning the first full month after the absent employee has exhausted her/his sick leave accumulation except that an additional month's premium shall be paid for each year of seniority in the District. The total number of months extended under this item shall not ever exceed the total years of seniority in the District.
- 13.10** To those retirees who enroll in the Michigan Public School Retirement System Master Medical Health Care Plan including vision, dental, and hearing and who enroll in Medicare, Parts A and B when eligible, the Board shall pay an amount equal to the premium cost deducted from the retiree's monthly retirement check for coverage up to and including full family. All employees hired after January 1, 1994, will not be eligible for health or life insurance retirement option.
- Should the State Retirement System alter provisions for hospital/medical insurance that were available and funded for retirees, including early retirees, in 1993/94, the Union and Board agree to meet and negotiate regarding the altered benefits.
- 13.11** Upon retirement as defined in Article 7 of this Agreement, the Board shall provide to the employee a four thousand dollar (\$4,000) group term life and accidental death and dismemberment insurance policy.

## ARTICLE 14 - DURATION, SEVERABILITY, AUTHORITY

14.1 This contract shall be effective as of July 1, 1994 for a term of three (3) years and shall expire at 11:59 p.m. local time June 30, 1997.

### 14.2 Severability

This Agreement and each of the terms and conditions herein are subject to the laws of the State of Michigan in all respects, and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, the remaining provisions of this contract shall remain in full force and effect insofar as possible.

Rights granted to the Board of Education on topics covered by PA 112 (1994) shall be deemed to exist as rights not restricted by the terms and conditions of the Master Contract between the Association and the Board.

However, it is recognized that nothing contained herein acts as a contractual bar to the Association challenging those rights in an appropriate forum if it so chooses.

### 14.3 Authority of the Board

It is expressly agreed that there is reserved exclusively to the Board, all responsibilities, powers, rights, and authority vested in it or heretofore otherwise properly exercised by it under the laws and constitution of the State of Michigan and the United States, including specifically the Michigan School Code as amended, excepting such matters as may be expressly limited by the provisions of this contract and then only to the extent such provisions are in conformance with applicable law. Such rights shall include, by way of illustration but not by way of limitation the right to:

- .31 Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and their scheduling, but not in conflict with the specific provisions of this contract.
- .32 Establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this contract.
- .33 Direct the work force including the right to hire, promote, transfer, discipline and/or reassign employees, assign work or duties to employees,

determine the size of the work force and to lay off employees, but not in conflict with the specific provisions of this contract.

- .34 Determine the services, supplies, and equipment necessary to continue its operations and to determine the methods and means of scheduling, distributing, and using of such and the institution of new and/or improved methods or changes therein.
- .35 Adopt reasonable rules and regulations.
- .36 Determine the qualifications of employees, including physical conditions.
- .37 Determine the number, location or relocation and closing of its facilities, including schools, offices, departments or other facilities.

#### **14.4 Waiver Clause**

The parties acknowledge that during the negotiations which resulted in this contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this contract. The Board and Association, therefore, for the life of this contract, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this contract or with respect to any subject or matter not specifically referred to or covered in this contract, even though such matter or subject may not have been within the knowledge of either or both of the parties at the time they negotiated or signed this contract.



## SECTION 2 - OFFICE PERSONNEL

### ARTICLE 1 - WORK SCHEDULES AND VACATIONS

#### 1.1 Work Day

The regular work day for office personnel shall be eight (8) hours exclusive of a lunch period.

- .11 During the summer months when school is not in session for teachers, the work day for office employees may be reduced to seven and one-half (7 1/2) hours, and there shall be no reduction in pay provided the employees forego the relief periods indicated in a subsequent section of this Article.
- .12 All employees shall receive a lunch period which is not to exceed thirty (30) minutes. Scheduling of the lunch period shall be worked out with the administrator and shall remain constant throughout the year with allowances for occasional deviations as the need arises.
- .13 Employees whose regular work day is six (6) hours or more shall be granted a fifteen (15) minute relief period before lunch and a fifteen (15) minute relief period after lunch. Employees whose regular work day is at least three (3) hours but less than six (6) hours shall be granted one fifteen (15) minute relief period, the scheduling of which shall be worked out with the administrator.

#### 1.2 Work Week

The regular work week for office employees shall be Monday through Friday. For purposes of determining a work year, any week during which at least three (3) days are scheduled work days shall be considered one (1) work week.

#### 1.3 Work Year

The work year for secretarial employees shall coincide with the fiscal year (July 1-June 30), and the number of work weeks scheduled and their distribution shall be dependent upon the position.



- .31 A listing of the number of scheduled work weeks for each position or classification shall be a part of the annual wage schedule.
- .32 Any additional work days requested by an administrator shall be treated as such in the form of extra time worked. The employee shall not be required to take pay deduction days to compensate for the extra work days.
- .33 If a work year or work day is being shortened, the Association shall be consulted regarding workload (amount of work, schedule of duties, etc.).
- .34 The employee shall not be required to take time off with no pay as a result of a reduction in work weeks if a substitute must be hired to replace her/him during that time.
- .35 Any position of less than eight (8) hours shall not have the remainder of the day, up to eight (8) hours, filled by a co-op, CETA, substitute, work experience person, student, or volunteer.

**1.4 Vacations - Vacation Benefits**

Employees shall receive vacation or vacation benefits based on length of service and length of work year. Employees whose work year is fifty (50) weeks or longer receive vacation. Employees whose work year is less than fifty (50) weeks receive vacation benefits in the form of pay. Vacation and vacation benefits shall be computed as of the last day of the current fiscal year. They shall be available at the end of the fiscal year or the employee's work year, whichever occurs first.

- .41 Schedule of Benefits - Twelve month (52 week) employees:

<u>Years of Service</u>	<u>Vacation</u>
Through 6	10 days
7 - 14	15 days
15 or more	20 days

Employees working less than five (5) days per week will have their vacation days prorated (i.e., 52 weeks at four (4) days per week would be eligible for eight (8) days through six (6) years).



.42 Schedule of Benefits - other than twelve month (52) week employees:

<u>Years of Service</u>	<u>Vacation Benefits</u>
Through 6	(Work weeks + 2) DIVIDED BY 50 x 10 = vacation days benefit
7 - 14	(Work weeks + 3) DIVIDED BY 50 x 15 = vacation days benefit
15 or more	(Work weeks + 4) DIVIDED BY 50 x 20 = vacation days benefit

- .43 Employees shall be granted vacation days for periods of regular employment. Such employment shall include approved absence days but shall not include days while on leave of absence without pay.
- .44 Upon termination of employment, an employee shall be paid her/his accumulated vacation benefits as of the effective date of such termination, provided the employee has given notice of termination to her/his administrative supervisor at least two (2) weeks prior to the effective date of the termination.
- .45 An employee may request additional time off without pay as an extension of vacation. Such request, however, must have prior approval of the administrative supervisor and the superintendent or his/her designee.
- .46 An employee who while on vacation is hospitalized or confined under a doctor's care, may use either absence days or vacation days.
- .47 Accrued vacation benefits may be used during Christmas and Easter breaks.

### 1.5 Holidays

- .51 The days listed below shall be recognized as holidays and office employees shall be granted time off with straight time pay provided they occur during the employee's work year:



July 4 plus one (1) additional day . . . . .	2
Labor Day . . . . .	1
Thanksgiving plus one (1) additional day . . . . .	2
Christmas Day, New Years Day, plus three (3) additional days . . . . .	5
Good Friday plus one (1) additional day . . . . .	2
Memorial Day . . . . .	1

- .52 When one of the holidays listed above falls on a Saturday, it shall be observed on the preceding Friday. When one falls on Sunday, it shall be observed on the succeeding Monday. When any approved holiday falls during approved vacation, it shall be added to the employee's vacation time.
- .53 When an employee is required to work on any of the holidays listed in item .51, she/he shall be paid at the overtime rate for time worked. Such pay shall be in addition to the holiday straight-time pay.
- .54 When an employee is granted compensatory time off in lieu of overtime pay for working on a holiday, such compensatory time shall be at the overtime rate.
- .55 Only those office employees who are considered twelve month, 52-week employees shall be scheduled to work during Labor Day, winter break, Christmas and Easter recesses except those days during recess listed as holidays (1.5.51) or allowed winter break days (1.5.56).

If short-week employees, fifty weeks or less, have more than a total of five days during these recesses on which they are not scheduled to work exclusive of paid holidays, they shall have the option to reschedule two of those days (16 hours) at a time agreed upon by the administrative supervisor.

- .551 Rescheduled days may be used before or after a short-week employee's normal work year.
- .552 Rescheduled days may be used during peak workload periods for employee overtime. Each hour used for this purpose would be equal to one and a half hours deducted from the total amount.
- .553 Rescheduled days may be used during peak workload periods for additional help. Each hour used for this purpose would be equal to one-half hour deducted from the total allotment and subject to substitute availability.



- .56 If the school year calendar as approved by the Board provides for a "winter break" when school is not in session and teachers are not required to report for work, office personnel shall have two days off with pay. It is understood that if an office personnel employee is required to work on either or both of these days, she/he shall, at the Board's discretion, either be granted compensatory time or additional pay. The compensatory time or additional pay shall be at the straight time rate.
- .57 In order to receive holiday pay, an employee must have worked a full shift on the last regularly scheduled work day before and the first regularly scheduled work day after each holiday. An employee who has been absent the day before or the day after a holiday due to illness (except when the employee is receiving LTD benefits), or approved personal business days or approved vacation, or who is on an approved leave with pay shall have these days counted as days worked. However, an employee whose absence day accumulation has been exhausted and who does not work a full shift on the last regularly scheduled work day before or the first regularly scheduled work day after a holiday shall not receive the holiday pay.

## **ARTICLE 2 - EMPLOYEE COMPENSATION AND RELATED MATTERS**

### **2.1 Employee Compensation**

For services rendered to the school district, employees shall be paid according to the rate schedule in Appendix A of this Agreement.

- .11 Pay periods shall be of two (2) weeks duration with checks being issued every other Friday.
- .12 Employees whose work weeks plus vacation benefits equal fifty-two (52) weeks shall be paid in twenty-six (26) bi-weekly pays, except that periodically (every four to six years) it will be necessary to issue twenty-six and one-half (26 1/2) pays. For those employees the pay year shall begin on July 1.
- .13 Other employees may, at their option, be paid in twenty-six (26) bi-weekly pays with vacation benefits paid separately on the last pay period. For those employees the pay year begins when they are required to report to work for the ensuing school year.
- .14 The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection



Insurance, Tax Sheltered Annuities, and United Way, provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Association dues/service fee/PAC.

- .15 Advancement on the wage scale shall occur according to the step progressions indicated on the wage scale.
- .16 It is understood that short-hour employees shall receive fringe benefits on a proportionate basis.

## **2.2 Overtime Pay**

Compensation for overtime shall be at the rate of time and one-half the existing hourly rate.

## **2.3 Outside Experience Credit**

A candidate for an office position may be granted credit on the wage scale for related work experience. Such credit shall not exceed placement on Step 2 of the job class wage scale and shall not entitle the employee to attain a maximum rate beyond that listed for the particular job class.

## **2.4 Educational Incentive**

Once completion of a program of study related to her/his work assignment culminating in an Associate Degree, the employee shall receive an additional Five Hundred Dollars (\$500) per year. It is expressly understood that to qualify for such payment the program of study must be approved in advance by the superintendent or his/her designee. Less than full-time employees shall receive this benefit on a proportionate basis. Present employees possessing an Associate Degree shall receive this benefit if the degree is determined to be job related.

It is understood that the educational incentive provision shall not be made a qualification for any position currently listed in the Appendix of this agreement.



## 2.5 Longevity

Beginning with the 6th year . . . . .	.30 per hour
Beginning with the 10th year . . . . .	.45 per hour
Beginning with the 15th year . . . . .	.55 per hour
Beginning with the 20th year . . . . .	.70 per hour
Beginning with the 25th year . . . . .	.85 per hour

- .51 In determining credit for longevity pay, one work year shall constitute a full year of credit regardless of the number of work weeks.
- .52 Longevity pay shall begin with the first full pay period following the anniversary date which established eligibility.
- .53 It is understood that credit toward longevity payment is based on accrued seniority in the District.

## 2.6 Wage Improvement

The wage schedule shall be as it appears in Appendix A.

For 1994-95 the entire wage schedule will be improved by 2.0%. For 1995-96 by an additional 2.0%, wage schedule improvements for 1996-97 shall reflect that percentage settlement of FEA which is applied to the teachers' wage schedules exclusive of raise for added time (days).

Step one (1) on the wage scale only applies to new Office personnel hired for the first time. The ninety (90) calendar days is not applicable for an existing employee who changes job classification. Also, new hires placed at a step above one (1) will remain at that level for a twelve (12) month period.



**OFFICE**  
**APPENDIX A - JOB CLASSIFICATIONS, WORK YEAR, WAGE SCALE - 1994 - 1995**

Job Class	Title	Wrk. Wks.	S T E P S					
			1 Until End Of 90 Cal. Days	2 Until End Of 12 Months	3 After One Year	4 After Two Years	5 After Three Years	6 After Four Years
I	Secretary to: Dir. Business,	52*	12.89	13.35	13.71	14.17	14.58	14.99
	Ass't. Sup't. of Inst.	52*						
	Payroll Bookkeeper	52*						
II	Bookkeeper	52*	12.33	12.73	13.17	13.60	14.00	14.41
	Coord. Sec. + \$350	52*						
	Sec. to HS Principal	52*						
	Purchasing Secretary	52*						
III	Secretary to: Asst. H.S. Principal	45	11.83	12.26	12.69	13.12	13.49	13.95
	Asst. H.S. Principal Attendance	43						
	Middle Sch. Principal	44						
	Elementary Principal	44						
IV	Secretary to: Ass't. Principal M.S.	43	11.52	11.91	12.35	12.77	13.16	13.63
	H. S. Counselor	45						
	Director Special Ed.	43						
	Director Ath.(6)	44						
	Fd. Svc. Sec/Bkpr.	44						
	Coord./Tech Support	52						
	Early Child. Supervisor	43						
	Comm/Pub/Grant	52*						<sup>1</sup> 14.99
V	M.S. Couns. Sec.	42	11.15	11.58	12.02	12.43	12.83	13.29
	H.S. Rec./Bkrm. Clk.	45						

\*Includes vacation

<sup>1</sup> P. Evans grandfathered at this pay rate (subject to future negotiations)



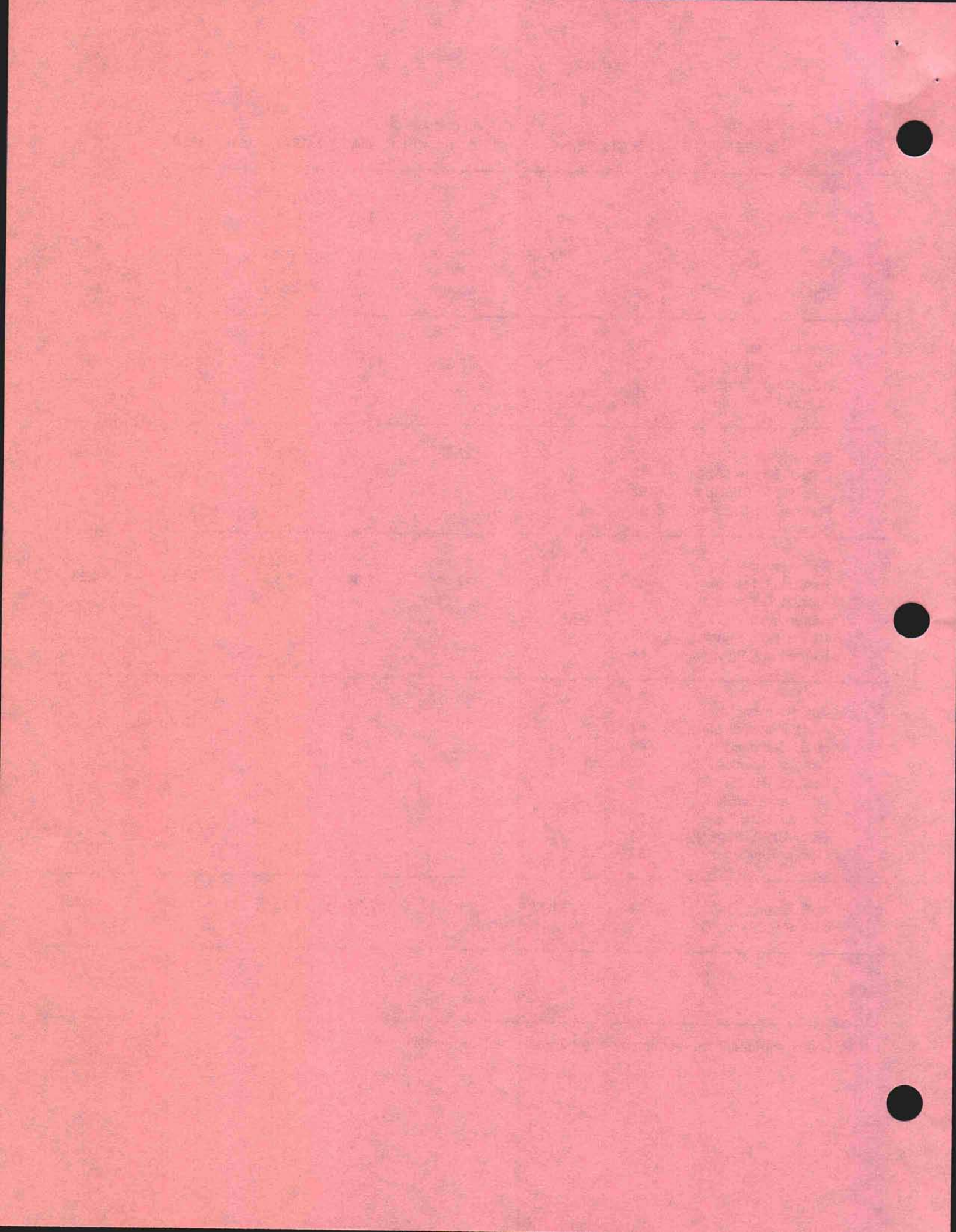
**OFFICE**  
**APPENDIX A - JOB CLASSIFICATIONS, WORK YEAR, WAGE SCALE - 1995 - 1996**

Job Class	Title	Wrk. Wks.	S T E P S					
			1 Until End Of 90 Cal. Days	2 Until End Of 12 Months	3 After One Year	4 After Two Years	5 After Three Years	6 After Four Years
I	Secretary to: Dir. Business,	52*	13.15	13.62	13.98	14.45	14.87	15.29
	Ass't. Sup't. of Inst.	52*						
	Payroll Bookkeeper	52*						
II	Bookkeeper	52*	12.58	12.98	13.43	13.87	14.28	14.70
	Coord. Sec. + \$350	52*						
	Sec. to HS Principal	52*						
	Purchasing Secretary	52*						
III	Secretary to: Asst. H.S. Principal	45	12.07	12.51	12.94	13.38	13.76	14.23
	Asst. H.S. Principal Attendance	43						
	Middle Sch. Principal	44						
	Elementary Principal	44						
IV	Secretary to: Asst. Principal M.S.	43	11.75	12.15	12.60	13.03	13.42	13.90
	H. S. Counselor	45						
	Director Special Ed.	43						
	Director Ath.(6)	44						
	Fd. Svc. Sec/Bkpr.	44						
	Coord./Tech Support	52*						
	Early Child. Supervisor	43						
	Comm/Pub/Grant	52*						
V	M.S. Couns. Sec.	42	11.37	11.81	12.26	12.68	13.09	13.56
	H.S. Rec./Bkrm. Clk.	45						

\*Includes vacation

<sup>1</sup> P. Evans grandfathered at this pay rate (subject to future negotiations)







## SECTION 3 - PARA PROS

### ARTICLE 1 - WORK SCHEDULES AND VACATIONS

#### 1.1 Work Day

- .11 The work day for para pros varies with various positions according to the needs established for those positions.
- .12 The work days for existing para pro positions are listed in Appendix B. Such work days are exclusive of a lunch period.
- .13 Para Pros whose work day is longer than four (4) hours shall receive a lunch period not to exceed thirty (30) minutes. Scheduling shall be worked out with the administrator and shall remain constant throughout the year with allowances for occasional deviations as the need arises.
- .14 Para Pros whose regular work day is six (6) hours or more shall be granted a fifteen (15) minute relief period before lunch and a fifteen (15) minute relief period after lunch. Para Pros whose regular work day is at least three (3) hours but less than six (6) hours shall be granted one fifteen (15) minute relief period. Scheduling of such relief periods shall be worked out with the administrator and/or teacher.

#### 1.2 Work Year

- .21 The work year for para pros shall be determined by the school year calendar and shall be expressed in terms of actual number of days to be worked as listed in Appendix B.
- .22 If a work year or work day is being shortened, the Association shall be consulted regarding workload (amount of work, schedule of duties, etc.).
- .23 If any position is reduced in days or hours, the reduced time shall not be filled by a co-op, CETA, substitute, work experience person, student, or volunteer.
- .24 An employee shall not be required to take time off without pay as a result of a reduction in work days or hours if a substitute must be hired to replace her/him during that time.
- .25 Employees sponsored by Federal, State, or privately funded programs



- .25 Employees sponsored by Federal, State, or privately funded programs shall be governed by the terms and conditions of the Master Contract except where noted elsewhere.

### 1.3 Holidays

- .31 The days listed below shall be recognized as paid holidays and para pros shall be granted time off with straight time pay for such days provided they occur during the employee's work year:

Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	Christmas Day
New Year's Eve	New Year's Day
Good Friday	Memorial Day

- .32 It is understood that holiday pay shall coincide with the employee's regular daily pay.
- .33 When one of the holidays listed in Item .31 above falls on Saturday, it shall be observed on the preceding Friday. When one falls on Sunday, it shall be observed on the succeeding Monday.
- .34 If the school-year calendar as approved by the Board provides for a "winter break" when school is not in session and teachers are not required to report for work, para pros shall have two days off with pay. It is understood that if a para pro employee is required to work on either or both of these days, she/he shall, at the Board's discretion, either be granted compensatory time or additional pay. The compensatory time or additional pay shall be at straight time rate.
- .35 In order to receive holiday pay, an employee must have worked a full shift on the last regularly scheduled work day before and the first regularly scheduled work day after each holiday. An employee who has been absent the day before or the day after a holiday due to illness (except when the employee is receiving LTD benefits), or approved personal business days or approved vacation, or who is on an approved leave with pay shall have these days counted as days worked. However, an employee whose absence day accumulation has been exhausted and who does not work a full shift on the last regularly scheduled work day before or the first regularly scheduled work day after a holiday shall not receive the holiday pay.



- .36 Accrued vacation benefits may be used during Christmas and Easter breaks.

#### **1.4 Work Weeks**

A listing of the number of scheduled work days for each position or classification shall be a part of the annual wage schedule. Any additional work days requested by an administrator shall be treated as such, in the form of extra time worked. The employee shall not be required to take pay deduction days to compensate for the extra work days.

#### **1.5 Vacation Benefit**

Employees shall receive a vacation benefit at the rate of 2.7 hours of benefit for each one hundred (100) hours worked during the employee's regular work year, including holidays but excluding overtime. Vacation benefits shall be computed as of the last day of the current fiscal year. They shall be available at the end of the fiscal year or the employee's work year, whichever occurs first.

### **ARTICLE 2 - EMPLOYEE COMPENSATION AND RELATED MATTERS**

#### **2.1 Employee Compensation**

For services rendered to the school district, employees shall be paid according to the rate schedule in Appendix B of this contract.

- .11 Pay periods shall be of two (2) weeks duration with checks being issued every other Friday during the work year.
- .12 Payment shall reflect the number of days actually worked during the pay period, plus paid holidays for which the employee is eligible during the pay period.
- .13 The pay year begins when para pros are required to report to work for the ensuing school year.
- .14 The Board shall provide for all payroll deductions required by law. Other deductions which may be requested are Credit Union, Income Protection Insurance, Tax Sheltered Annuities, and United Foundation, provided each deduction is Ten Dollars (\$10) or more, hospitalization-medical insurance premiums and Association dues/service fee/PAC.



.15 It is understood that short-hour employees shall receive fringe benefits on a proportionate basis.

## 2.2 Overtime Pay

Compensation for overtime shall be at the rate of time and one-half the regular hourly rate.

## 2.3 Outside Experience Credit

A candidate for a para pro position may be granted credit on the wage scale for related work experience. Such credit shall not exceed placement on Step 2 of the job class wage scale and shall not entitle the employee to attain a maximum rate beyond that listed for the particular job class.

## 2.4 Longevity Pay

Employees shall receive additional hourly pay according to the schedule below:

Beginning with 5th year . . . . .	.30 per hour
Beginning with 10th year . . . . .	.45 per hour
Beginning with 15th year . . . . .	.55 per hour
Beginning with 20th year . . . . .	.65 per hour

.41 In determining credit for longevity pay, one work year shall constitute a full year of credit regardless of the number of work weeks.

.42 Longevity pay shall begin with the first full pay period following the anniversary date which established eligibility.

.43 It is understood that credit toward longevity payment is based on accrued seniority in the District.

## 2.5 Substitute Work

Para Pros working in an office area shall be given the opportunity to substitute for absent office personnel when such substituting is practical. For such substitute work the para pro shall be paid at the current Step 1 rate of the position in which she/he is substituting, or at her/his own rate, whichever is greater.



## 2.6 Wage Improvement

The wage schedule shall be as it appears in Appendix B.

For 1994-95 the entire wage schedule will be improved by 2.0%; for 1995-96 by an additional 2.0%. Wage schedule improvements for 1996-97 shall reflect that percentage settlement of FEA which is applied to the teachers' wage schedules exclusive of raise for added time (days).



**APPENDIX B - WAGE SCALE - PARA PROS - 1994/95**

	Step 1 0-6 Mo.	Step 2 6-12 Mo.	Step 3 12-18 Mo.	Step 4 18-24 Mo.	Step 5 Max. 2 yr.
<b>Para Pro I</b>					
A. Elem. Bldg.-Libr., Library	8.60	8.86	9.30	9.63	10.00
B. Classroom, Building	8.12	8.35	8.80	9.12	9.52
C. General <sup>1</sup>	7.19	7.45	7.87	8.22	8.60

<b>Para Pro II</b>					
A. With Library Tech. Assist. Cert. or Equivalent	9.18	9.44	9.87	10.19	10.60
B. With Tech. Training or Equivalent	9.03	9.28	9.67	10.02	10.42

JOB CLASSIFICATION	WORK YEAR (DAYS)	PAY CLASSIFICATION
Elementary Bldg./Libr. Library	180-188	Para Pro IA or IIA
Classroom, Building	Up to Student Calendar	Para Pro IB
Special Needs, General	As Determined by Need	Para Pro IB, IC, IIB

**NOTE:**

The library technical assistant program is a one-year program (31 semester hours) as described in the Macomb County Community College catalog. The equivalent is to be an administratively approved program of study.

<sup>1</sup> People employed in the positions of locker room para pro, detention para pro, or study hall para pro as of December 20, 1990 will continue to be paid on the Para Pro IB schedule until she/he leaves that position. The new person will be paid on the Para Pro IC schedule.



**APPENDIX B - WAGE SCALE - PARA PROS - 1995/96**

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	Step 1 0-6 Mo.	Step 2 6-12 Mo.	Step 3 12-18 Mo.	Step 4 18-24 Mo.	Step 5 Max. 2 yr.
<b>Para Pro I</b>					
A. Elem. Bldg.-Libr., Library	8.77	9.04	9.49	9.82	10.20
B. Classroom, Building	8.28	8.52	8.98	9.30	9.71
C. General <sup>1</sup>	7.33	7.60	8.03	8.38	8.77

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<b>Para Pro II</b>					
A. With Library Tech. Assist. Cert. or Equivalent	9.36	9.63	10.07	10.39	10.81
B. With Tech. Training or Equivalent	9.21	9.47	9.86	10.22	10.63

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JOB CLASSIFICATION	WORK YEAR (DAYS)	PAY CLASSIFICATION
Elementary Bldg./Libr. Library	180-188	Para Pro IA or IIA
Classroom, Building	Up to Student Calendar	Para Pro IB
Special Needs, General	As Determined by Need	Para Pro IB, IC, IIB

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**NOTE:**

The library technical assistant program is a one-year program (31 semester hours) as described in the Macomb County Community College catalog. The equivalent is to be an administratively approved program of study.

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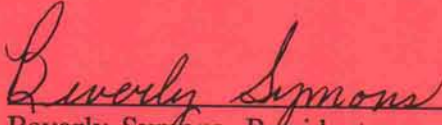
<sup>1</sup> People employed in the positions of locker room para pro, detention para pro, or study hall para pro as of December 20, 1990 will continue to be paid on the Para Pro IB schedule until she/he leaves that position. The new person will be paid on the Para Pro IC schedule.

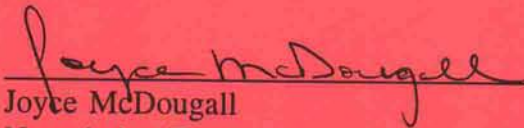


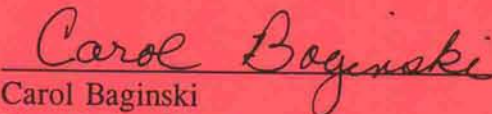


In witness whereof, the parties hereunto have set forth their hands this 19th day of October, 1995.

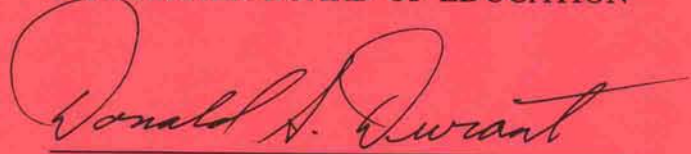
FITZGERALD EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

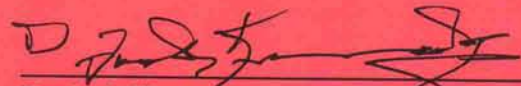
  
Beverly Symons, President

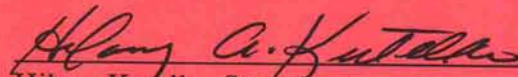
  
Joyce McDougall  
Negotiating Team

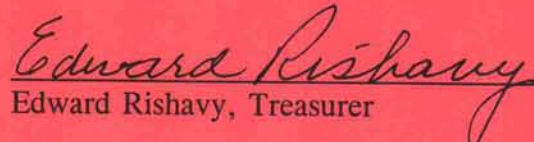
  
Carol Baginski  
Negotiating Team

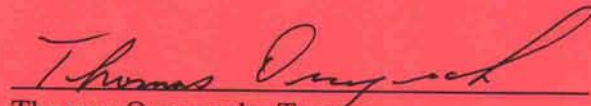
FITZGERALD BOARD OF EDUCATION


  
Donald Durant, President

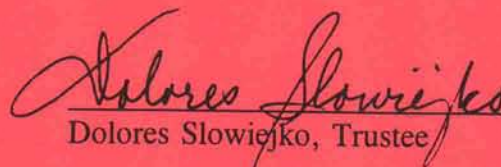
  
D. Jack Kennedy, Vice President

  
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