

PROFESSIONAL NEGOTIATIONS AGREEMENT

Between

The Board of Education

Of

LAKEVILLE COMMUNITY SCHOOLS

And

**THE LAKEVILLE PARAPROFESSIONAL
ASSOCIATION**

2008-2009

2009-2010

2010-2011

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ARTICLE 1

AGREEMENT

Agreement
Between
LakeVille Community Schools
and the
LakeVille Paraprofessional Association, MEA/NEA

This Agreement entered into between the LakeVille Community Schools Board of Education, hereinafter referred to as the "Employer" and the LakeVille Paraprofessional Association/MEA/NEA, hereinafter referred to as the "Association".

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2

PURPOSE

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined.

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. No Past practices shall be recognized unless committed to writing and incorporated into this Agreement.

ARTICLE 3

RECOGNITION

- A. The LakeVille Community Schools Board of Education hereby recognizes the LakeVille Paraprofessional Association, MEA/NEA as the sole and exclusive bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all full-time and regular part-time,

probationary and non-probationary, on leave: Paraprofessionals of the Lakeville Community Schools. Excluded are supervisors and all other employees.

B. Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit included in the classifications listed in Schedule A. Within the various classifications of bargaining unit members covered herein, there shall be the following categories:

1. Full-time: A bargaining unit member who is employed six (6) or more posted hours per day.
2. Part-time: A bargaining unit member who is employed less than six (6) posted hours per day, but more than three (3) posted hours per day.
3. Probationary: A bargaining unit member who is employed to fill a full- or part-time position for a trial period of sixty (60) work days during the school calendar.
4. Substitutes are excluded from the Agreement and therefore are not bargaining unit members.

ARTICLE 4

EXTENT OF AGREEMENT

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration of the Agreement may not be altered, changed, added to, deleted from, or modified without the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5

AGENCY SHOP

- A. Each bargaining unit member shall, as a condition of employment: on or before sixty (60) work days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association, or pay a Service Fee to the Association. The Service Fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to *MCLA 408.477; MSA 17.277(7)* and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each affected bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.
- B. The Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the Administrative Procedures (including the timetable for payment), applies only to non-Association bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the Grievance Procedure set forth in this Agreement, or any other administrative or judicial procedure.
- C. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions to the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the Michigan Education Association (MEA) Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the Employer shall deduct such dues, assessments and contributions from the regular salary check of the bargaining unit member each month.

- D. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for credit unions, annuities, savings bonds and charitable donations. In the event the Board of Education changes TPAs or vendors, the Employer will discuss the situation with the Association.
- E. In exchange for the Board's cooperation with the Association and its counsel, and for conveying to the Association the right to compromise and settle any dispute involving an involuntary deduction under this Article, the Association will indemnify and hold the Board harmless against and from any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken by the Board for the purpose of complying with this Article.

ARTICLE 6

MANAGEMENT RIGHTS

RIGHTS AND POWERS The Employer hereby retains and reserves unto itself all of the rights and powers vested in it through the laws and the Constitution of the State of Michigan, and the laws of the United States and those powers normally incident to Management, it being expressly understood that this clause shall not in any way negate the rights herein granted under the terms of this Agreement. The rights of the Employer include:

- A. The right to manage and control its business, its equipment and its operations and to direct the working forces and affairs of the Employer.
- B. The right to continue its rights, policies, and practices of assignment and direction of its personnel; the right to determine the number of personnel and scheduling of all the foregoing; and the right to establish, modify or change any work, business or school hours or days, providing such action is not in conflict with the specific provisions of this Agreement.

- C. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees; the right to transfer employees; the right to assign work or duties to employees; and the right to determine the size of the work force and lay off employees, providing such action is not in conflict with the specific provisions of this Agreement.
- D. The right to determine the qualifications of employees, including physical condition, and the right to require medical certification of fitness at Employer expense.
- E. The right to determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies.
- F. The right to determine the number of locations or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- G. The right to determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- H. The right to determine the size of management organization, its functions and authority and the right to determine the amount of supervision and table of organization, provided that the Employer shall not abridge any rights of employees as specifically provided for in this Agreement.
- I. The right to determine the policy for selecting, testing, and training employees, providing that such selection shall be based upon lawful criteria.
- J. The right to establish courses of instruction and in-service training programs for employees and to require attendance by employees at any workshop, conference, *etc.*, including special programs at their regular rate of pay.

K. The right to adopt rules and regulations not in conflict with the terms of this Agreement concerning the discipline of employees.

L. The right to establish and define job content.

NO STRIKE:

The Association and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school system. The Association, therefore, agrees that its officers, representatives and members shall recognize their responsibilities under Federal, state and local laws. The parties agree that any member of the bargaining unit who engages in a slow down or stoppage of work their work hours during the life of this agreement is subject to immediate discharge.

WAIVER:

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject 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 Agreement. Therefore, the Association and the Employer, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. No agreement, alteration, understanding or modification of any of the terms, conditions or covenants contained herein shall be made by any employee or group of employees with the Employer unless executed in

writing between the parties hereto and the same has been ratified by the Employer and the Association.

ARTICLE 7

ASSOCIATION RIGHTS

- A. **Use of Facilities:** The Association and its representatives shall have the right to conduct Association business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.
- B. **Mail:** The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned. The Association shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees. A copy of any and all postings will be signed by a representative of the Association and a copy given to the principal and/or superintendent.
- C. **Association Leave:** The Association shall have two (2) days annually of Association leave time at the Employer's expense. The Association shall access this time by written notice to the Employer by the Association President.
- D. **Member Information:** The Employer agrees to send new hiring information, job postings, transfers, and job awards to the Association. All job postings and awarding of the positions shall also be sent to all Association Representatives.
- E. **Negotiations:** Reasonable arrangements will be made to allow the President time off for the purpose of attending negotiating meetings with the Superintendent or his/her designated representative. The parties agree and support the need for good Labor-Management relations and an informed relationship in the workplace between the President and the Administration.

ARTICLE 8

EMPLOYEE RIGHTS AND DISCIPLINE

- A. **Individual Rights:** Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.
- B. **Personal Life:** The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The Employer and the Association both recognize their responsibilities under Federal, state and local laws pertaining to fair employment practices, as well as the moral principles involved in the area of civil rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, color, religion, national origin or sex.
- C. **Representation:** A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and shall be advised by the Employer of the employee's right to representation.
- D. **Discipline:**
1. No employee may be disciplined, suspended or discharged without Just Cause and Due Process. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee and the President of the Association. Among the causes which shall be deemed sufficient for dismissal or suspension are the following: substance abuse, dishonesty, insubordination

bringing disgrace and dishonor upon the school district, or willful violation of established work rules.

2. The discipline, discharge, layoff or recall of any probationary employee shall be subject to the Grievance Procedure up to the Superintendent's level but may not be arbitrated.
3. Any disciplinary action taken against an employee shall be appropriate to the behavior which precipitated the disciplinary action, and all written disciplinary action will be documented as such.
4. When the Employer feels disciplinary action is warranted, such action must be initiated within fifteen (15) calendar days from the date of the occurrence of the condition giving rise to the actions or within fifteen (15) calendar days of the date it is reasonable to assume the Employer became fully aware of the condition giving rise to the discipline.
5. It is agreed and understood that the following corrective system of discipline shall be followed in disciplining bargaining unit members:
 - a. Verbal warning
 - b. Written warning
 - c. Written reprimand
 - d. Suspension
 - e. Dismissal for Just Cause only
6. The corrective steps may be altered, dependent upon the seriousness of the nature of the incident.
7. Any written complaint made against an employee by any parent, student, or other person, will be promptly called to the attention of the employee. Any written complaint regarding dishonesty or moral turpitude will be brought to the employee's attention promptly.
8. Any complaint significant enough to be investigated by the District will be reduced to writing on the District complaint form. Said complaint will be investigated promptly by the District. If no disciplinary action is taken, the complaint will be removed from all personnel records no later than one (1) week from the date of the complaint.

9. No polygraph or lie detector device shall be used by the school district in any investigation of any employee.

E. **Personnel Files:**

1. Employees shall have the right, upon request by appointment, to review the contents of their own personnel file(s). A representative of the Association may be requested to accompany the employee in such review.

A Board representative may be present at such review. The official personnel file shall be maintained at the Superintendent's office and employees shall have the right to a copy of any materials included in such file.

2. All materials of reference to an employee's ability, performance, or personal characteristics that are not the result of an official evaluation or disciplinary action carried out according to contractual procedures shall not be included in a personnel file.
3. Commendatory, payroll and certification materials shall be exempt from exclusion in this section of the Master Agreement.
4. The employee shall sign and date and be provided with a signed copy of all materials not related to payroll and certification that are to be placed in the personnel file.
5. If material to be placed in the file is inappropriate or in error, the material will be corrected or expunged from the file, whichever is appropriate.
6. An employee may submit a written request to the Superintendent to remove materials related to formal disciplinary action or adverse evaluations after an extended period of time. Said materials may be removed if the Superintendent deems retention of such records as unjust. All materials related to disciplinary action or adverse evaluations will be removed from District records no later than two (2) years from the date of the discipline or adverse evaluation unless it is required by law to retain the material.

- F. No employee shall be prevented from wearing insignia, pins, or other identification of membership in the Association, either on or off school premises.

ARTICLE 9

GRIEVANCE PROCEDURE

- A. **Definition:** A grievance shall be defined as an alleged violation, misinterpretation, or inequitable application of a specific provision of this Agreement. In the event the employee or the Union seek redress on the same or similar subject in any other forum, the employee and the Union shall forfeit any and all rights to this Grievance Procedure, including arbitration.

The "aggrieved person "or grievant" is the person or persons making the claim.

The term "employee" includes any individual or group who is a member of the bargaining unit covered by this Agreement.

For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays and vacation periods during the school year.

B. Conditions:

1. At any time during the grievance process, an employee may request the presence of an Association Representative and the process shall not continue until the Association is present.
2. Any employee or Association grievance not presented for disposition through the Grievance Procedure within ten (10) working days of the date of the occurrence of the conditions giving rise to the grievance, or within ten (10) working days of the date, that the employee or Association first became aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not hereafter be considered a grievance under this Agreement.

3. Grievances not within the power and/or scope of the immediate supervisor to resolve may be entered at Level Two (2) of the Grievance Procedure within ten (10) working days of its occurrence.
4. A written grievance shall be filed using the form in Appendix A.
5. If a grievance is of such a nature as to require immediate action, the person designated by the Association may appeal immediately to the office or person empowered to act, and said office or person will resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the Grievance Procedure beginning with Level 2.
6. Failure by the Board of Education representative to answer a grievance within the time limit provided shall be considered a denial of the grievance. The Association may appeal the grievance to the next step of the procedure in accordance with the time limits.
7. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement, in writing.
8. The discipline, discharge, layoff or recall of any probationary employee shall be subject to the Grievance Procedure up to the Superintendent's level but may not be arbitrated.
9. A grievance concerning alleged safety hazards may be processed directly to Level Two of the Grievance Procedure.

C. **LEVEL ONE**

An employee and/or Association having cause for a complaint shall, within ten (10) working days of its occurrence, file a grievance with the immediate supervisor. The immediate supervisor shall issue a written decision within ten (10) working days to the Grievant.

At any time during the ten (10) working days prior to the filing of the grievance at Level One, the employee and the supervisor may try to resolve the alleged grievance.

D. **LEVEL TWO**

1. Any appeal of a decision rendered, or lack of response within the time limits shall be presented, in writing, to the Superintendent within ten (10) working days of the date of receipt of the written decision of the immediate supervisor. The appeal shall state the reason or reasons why the decision of the immediate supervisor was not satisfactory.
2. The Superintendent shall meet with the grievant and/or Association Representative at a time mutually agreeable to them, but no later than ten (10) working days following receipt of the appeal.
3. The Superintendent shall then give his decision, in writing, to the representative of the Association within ten (10) working days of the meeting.
4. If the grievant or the Association is not satisfied with the disposition of the grievance, or if no decision is issued, the Association may decide to take the grievance to Level Three (3) within ten (10) working days.

E. LEVEL THREE – MEDIATION

Following the decision by the Superintendent, either party may request mediation by Michigan Employment Relations Commission (MERC) within ten (10) days.

F. LEVEL FOUR - ARBITRATION

1. If the Association is not satisfied with the decision or as a result of Mediation, the Association may, within twenty (20) working days, submit any grievance under this Agreement to binding arbitration under the labor arbitration rules of the American Arbitration Association. If the Association fails to file for binding arbitration within twenty (20) working days, then the grievance will be final based on the Superintendent's response.
2. The costs of the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board and the Association.
3. The Arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law, or which violates the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator.

Either party may appeal this decision to a competent court of jurisdiction. The Board and the Association shall not be permitted to assert in such arbitration proceeding, any grounds or to rely on any evidence not previously disclosed to the other party in Level One and Two of this Grievance Procedure.

4. Each party shall be responsible for the wages and expenses of any persons it requests to be present at the arbitration hearing. However, if an employee is subpoenaed by a parent, and the employee followed the law and the rules and regulations of the Board of Education, the Board of Education will pay the employee the difference between his/her days wages and the witness fee.
5. The Association shall provide the Board of Education with at least five (5) working days notice of individuals it wants excused to attend the arbitration hearing.

ARTICLE 10

WORKING CONDITIONS

Paraprofessionals:

1. Substituting for Teachers – Whenever a paraprofessional certified as a substitute teacher is asked to substitute for a certified teacher, he/she shall be compensated at the current rate for substitute teachers for such time.
2. Supervision - The student/parapro ratio for lunch/ recess supervision shall be sixty (60) students per parapro. If the amount exceeds more than sixty (60) students per parapro, then the students shall be supervised by more than one (1) bargaining unit member.

In the event a situation arises while a bargaining unit member is in a supervisory period, other than lunch/ recess assignments, the amount of students shall not exceed sixty (60). If the amount exceeds more than sixty (60) students the bargaining unit member shall have another parapro.

3. Equipment– All paraprofessionals shall have two-way working radios available for their use in lunchroom, playground, special needs students, ISS/Lunch

detention room, or any other areas used for holding students where a phone is not readily available.

ARTICLE 11

WORK WEEK/WORK DAY

- A. **Work Week:** The regularly scheduled work week shall consist of up to forty (40) school hours, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.
- B. **Work Day:** The normal work day for a bargaining unit member shall be one of the following:

Full-time Employees: Bargaining unit member works six (6) or more posted hours per day.

Part-time Employees: Bargaining unit member works less than six (6) posted hours per day.

Split shifts may be worked when mutually agreed to by the employee and the Superintendent or designee with notice to the Association. No bargaining unit member shall work less than two (2) consecutive hours per day.

- C. **Alteration:** There shall be no alteration in the work schedule of a bargaining unit member without three (3) working days advance notice, except when mutually agreed.
- D. **Duty-Free Lunch:** All bargaining unit members with a regular permanent daily work schedule of five (5) or more hours shall receive a thirty (30) minute, uninterrupted, duty-free, unpaid lunch period.
- E. **Breaks:** Six (6) hours or more: One (1) ten (10) minute paid break and one (1) fifteen (15) minute paid break.

Anyone working more than three (3) hours but less than six (6) hours shall receive one (1) ten (10) minute paid break.

F. **ADDITIONAL TIME:**

1. **Non-posted:** Overtime, overload assignments, after school detention and buy-backs ISS, lunch detention, inventory, substitute hours and any additional hours shall be offered to the bargaining unit member in the building who is available and qualified. All bargaining unit members in the building shall have an opportunity to share in additional time. Additional hours will be distributed as evenly as possible on a rotating basis to bargaining unit members who are not already scheduled to work during the available hours. When the building parapro list is exhausted then the district-wide seniority list will be implemented. If no bargaining unit member is available for the additional hours, *i.e.*, overload of one (1) hour, then another person may be hired.
2. **Posted:** If five (5) or more hours per week are added to the posted position of a bargaining unit member for a period of forty-five (45) workdays or more, the District shall repost the position, unless otherwise agreed to by the Association.

G. **Overtime Rates:** Overtime rates will be paid as follows:

1. Time and one-half will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period, and for all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
2. Time and one-half will be paid for all time worked on Saturdays.
3. Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, the bargaining unit member shall receive a minimum of two (2) hours pay at his/her straight time hourly rate.
4. All Sunday and holiday work shall be compensated at two (2) times the employee's regular pay rate.

ARTICLE 12

HOLIDAYS

All Bargaining Unit Members shall be paid their regular daily rate for the following holidays:

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

Holiday pay will be paid on the first pay in January.

ARTICLE 13

CLASSIFICATION AND COMPENSATION

- A. The parties agree that the employees covered by this Agreement shall be considered engaged in the type of work and classification as set forth on Schedule A.
- B. **Paraprofessionals:** All paraprofessionals who are required to meet the highly qualified criteria, as defined by the No Child Left Behind law, shall do so in accordance with the compliance date. A bargaining unit member who is unable to meet the requirements by the current deadline, established by law, shall be laid-off by the District, with bumping rights and/or recall rights to another bargaining unit position, providing they are highly qualified, in accordance with the provisions of the No Child Left Behind law, if said law applies.

COMPENSATION

2008-09: 1% increase applied to salary schedule
2009-10: 1% increase applied to salary schedule
2010-11: TBD in 2010

- C. **Paraprofessionals:** paraprofessionals promoted to a higher classification shall receive the higher rate of pay and applicable benefits from the first day of the assignment.
- D. **Substitutes:** Substitutes who work sixty (60) work days with one (1) special needs student shall be considered to have completed their probationary period.

ARTICLE 14

SENIORITY

- A. **Seniority Defined:** Seniority shall be defined as the length of service within the District as a member of the Bargaining Unit in all classifications represented in the Recognition Clause of this Agreement. Accumulation of seniority shall begin from the Bargaining Unit Member's first day in a regular permanent position. In the event that two (2) or more Bargaining Unit Members have the same adjusted seniority, the seniority tie-breaker shall be the last digit of the social security number (highest number prevails – move to the next number to the left in case of tie).
- B. **Probation:** New employees hired into the bargaining unit shall be considered probationary employees until they have actually worked sixty (60) days. Upon completion of the probationary period, seniority shall revert back to the first day of work. The Association shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment, except discipline for reasons other than Association activity.
- C. **Seniority List:** An agreed to seniority list shall be made available to the Association and to each employee covered by this Agreement in October and May of each school year. Such list shall contain the date of hire, adjusted seniority date, employment location and days/hours worked. Employees shall have ten (10) working days to challenge information on this list.
- D. **Seniority Lost:** Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement, failure to return from an approved leave of absence, absence of three consecutive work days without notification to the employer, or voluntary transfer to a non-bargaining unit position or laid off for 2 years or a period equal to his/her seniority, whichever comes first.

- E. **Seniority Retained:** Seniority employees on lay-off shall maintain their seniority up to a maximum of two (2) years. An employee who is voluntarily transferred to a non-bargaining unit position or on a voluntary unpaid leave of absence beyond six (6) months with the Board shall retain all seniority accumulated during the employee's employment with the Board in a bargaining unit position up to a maximum of two (2) years. Upon return to the bargaining unit, such seniority shall be reinstated with all seniority frozen while out of the bargaining unit. Such an employee may only return to a vacant position and may not bump existing seniority personnel.

ARTICLE 15

REDUCTION IN PERSONNEL/LAY-OFF AND RECALL

- A. **Lay-off Procedures:** In the event of a necessary reduction in work force, including the reduction of five (5) hours or more per week in their normally scheduled work week, the Employer shall first lay-off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.

For the purpose of a reduction of work force, elimination of position, or bumping, bargaining unit members shall be divided into two work groups (using posted hours).

Group A: Bargaining unit members work four (4) or more posted hours per day.

Group B: Bargaining unit members work less than four (4) posted hours per day.

Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a lay-off/elimination of position shall have the right to assume a position, for which they are qualified, (qualified meaning being able to meet original job posting and updates to reflect any new technology/legislation implemented since the original posting), which is held by the least senior bargaining unit member within the affected posted hourly work group (A or B).

Example: If a high seniority "Group A" employee's position is eliminated, the employee has the right to bump the least senior "Group A" employee, if qualified.

In the event that a "Group A" bargaining unit member no longer has the seniority or qualifications to hold a position within their current hourly work group, the employee shall have the right to displace the least senior employee in the "Group B" work group, if qualified. "Group B" bargaining unit members would bump within their current posted hourly work group (Group B).

If any bargaining unit member's position is eliminated, a senior bargaining unit member shall be given the choice of taking a voluntary lay-off in lieu of a less senior member being laid off. A member on voluntary lay-off has the same rights and privileges as someone on involuntary lay-off.

- B. **Lay-Off Notice:** No bargaining unit member shall be laid-off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said lay-off at least fifteen (15) calendar days prior to the effective date of the lay-off whenever possible.

- C. **Recall:** Bargaining unit members on lay-off (including the reduction of five hours per week or more in their normal assignment) shall be recalled according to their seniority and qualifications.

Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified of the employee's current mailing address.

A recalled bargaining unit member shall be given seven (7) calendar days from receipt of notice, excluding Saturday, Sunday and holidays, to notify the Employer of the member's intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the seven (7) day period. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which

the bargaining unit member was laid-off shall not affect the member's right to recall to an equivalent position.

Bargaining unit members on involuntary leaves of absence must apply for open positions or apply for a personal leave. Failure to do so will cause the bargaining unit member to lose seniority as outlined in Article 14D. The union shall be notified of members not applying.

- D. **Temporary Changes in Hours:** When it becomes necessary to either increase or decrease the hours of a bargaining unit member in a position, for circumstances related to the position, or as part of a general administrative change which is not part of a lay-off resulting in reduction of the work force, a bargaining unit member shall be given no less than twenty-four (24) hours notice, unless mutually agreed upon by the employee and the Superintendent or designee.
- E. **Substitute Priority:** After senior bargaining unit members in the building have been offered substitute hours that do not conflict with regularly scheduled hours, or a member that is off due to a temporary change in assignment, a laid-off bargaining unit member may upon application and at the District's option, be granted priority status district-wide on the substitute list according to seniority and receive their regular hourly rate of pay.

ARTICLE 16

VACANCIES, TRANSFERS AND PROMOTIONS

- A. **Vacancy Defined:** A vacancy is a permanent position the Board intends to fill.
- B. **Posting:** A copy of all postings shall be sent to the Association President and Building Representative and shall also be posted in a conspicuous place in each building of the District for a period of five (5) workdays. Said posting shall contain the following information
- | | |
|---------------------|----------------------------------|
| a. Type of work | e. Hours to be worked |
| b. Location of work | f. Classification |
| c. Starting date | g. Title of immediate supervisor |

- d. Starting time/ending time h. Wages

When posting information is not known it shall read "to be determined".

- C. **Selection and Award of Vacancies:** Within five (5) working days, after expiration of the posting period, vacancies shall be awarded on the basis of seniority and qualification, as follows:

1. Applicants from within the bargaining unit
2. Applicants from outside the bargaining unit

Each applicant shall be notified, in writing, with a copy provided to the Association.

- D. **Trial Period:** The bargaining unit member shall be given a twenty (20) work day trial in which to demonstrate the ability to perform on the new job. The Employer shall give the bargaining unit member reasonable assistance to enable the member to meet the Employer's standards for the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period, or at the option of the affected bargaining unit member, the member shall return to the member's previous assignment.
- E. **Training:** Training required of all bargaining unit members will be posted in all buildings. The Board of Education will determine which employees take various classes not required of all unit members.

ARTICLE 17

LEAVES

- A. Sick Leave:

1. Sick leave payment will be based on employee's regular hours. Each bargaining unit member will be entitled to sick leave accumulated at the rate of one (1) day a month. A sick leave day for each bargaining unit member equals the number of regularly scheduled hours worked by the bargaining unit member.

2. Sick leave days may be taken by a bargaining unit member for the following reasons:
 - a) Bargaining unit member may use all or any portion of sick leave for personal illness, disability or medical appointment.
 - b) Bargaining unit member may use all or any portion of sick leave for personal illness, disability or medical appointment for immediate family as defined in Section K below.
 3. Sick leave accumulated and taken shall be entered on the employee's pay stub.
 4. Bargaining unit members with at least eight (8) years seniority who have accumulated sick hours shall be paid 50% (fifty per cent) upon retirement or separation from employer to a maximum of 480 hours.
 5. A cap of 480 hours will be in effect for all employees with a payoff of 25% of accumulated unused sick days above the cap at the end of each school year.(not retroactive)
- B. **Personal Business:** All employees shall be entitled to two (2) days per year for personal business leave that will not be deducted from sick leave. Personal days are cumulative to four (4). Employees must notify the Administration, at least one day in advance except for emergencies. Any days over two (2) at the end of the school year shall be added to your sick hours.
- C. **Bereavement Leave:**
1. Each bargaining unit member shall be granted five (5) consecutive work days off without loss of pay for the funeral of an immediate family member, as defined below in Section K. These days shall not be charged as sick or personal days.
 2. Bargaining unit members shall be granted one day with pay to attend the funeral of aunts, uncles, nieces and nephews. These days shall not be charged to sick or personal leave.

3. At the discretion of the immediate supervisor, time off may be granted to bargaining unit members to attend the funeral of non-family members. This time off shall be charged to sick or personal leave.
4. The granting of these days is contingent upon the employee attending the funeral.

D. **Military Leaves/Association Leaves:**

1. The reinstatement rights of any employee, who enters the military service of the United States by reason of an Act by the Congress of the United States, during the effective period of such law, shall be determined in accordance with the provisions of the law granting such rights.
2. Leaves of absence shall be granted to employees who are active in the National Guard, or a branch of the Armed Forces Reserves, for the purpose of fulfilling their annual field training obligations. Employees will make written request for such leaves of absence immediately upon receiving their orders to report for such duty.
3. Any employee who is elected or appointed to a full-time position or office in the Association, whose duties require his/her absence from work, shall be granted an unpaid leave of absence for the term of office or position.
4. All requests for military or Association leaves of absence shall be in writing stating the reason for the request, and the approximate length of leave requested, with a copy of the request to be maintained by the Employer, a copy furnished to the employee, and a copy sent to the Association.
5. An employee who meets all of the requirements for military and Association leaves shall be granted a leave of absence without pay, and he/she shall accumulate up to two (2) years seniority during his/her leave of absence, and he/she shall be entitled to resume his/her regular seniority status and all job and recall rights.

- E. **Extended Sick Leaves:** When a bargaining unit member has exhausted his/her accumulated paid sick hours he/she shall go on extended unpaid sick leave. Seniority shall accumulate up to one year.

- F. **Other Leaves:** Leaves of absence without pay for up to two (2) years in duration may be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave. During the leave, the bargaining unit member shall retain seniority, but seniority shall not continue to accumulate and the member shall return to an open position.
- G. **Return from Leave:** Upon return from a Sick/Military/Association Leave of Absence, the bargaining unit member shall return to the same previously held position. If the position has been eliminated, the bargaining unit member shall be offered an available position comparable to the previously held position. If no position is available, the bargaining unit member shall be returned to a position, pursuant to the procedures outlined in Article 15C. An employee filling in the position during another employee's leave shall return to their previously held position (if exists and has seniority to hold) or if not available, an open position or least seniority held position.
- H. **Family Medical Leave Act:** A leave of absence without pay will be granted to any eligible employee in accordance with the Family and Medical leave Act of 1993. The employee may substitute any or all available accrued paid leave of absence which would otherwise be unpaid under the Act. However, if an employee used paid time this will not extend the amount of time allotted under the Family and Medical Leave Act. The employee shall provide the Employer with timely notice and with such health care provided certification as the Employer may require under the Act. If an employee fails to provide such certification to the Employer, the leave may not be granted. An employee granted leave under this Section shall maintain contact with the Employer. Return to work shall be governed by the provision of the Contract. An employee who fails to return to work at the conclusion of a leave and their employment is terminated shall reimburse premiums and costs paid by the Employer for that employee, according to the Act.
- I. **Worker's Compensation:** The bargaining unit member shall have the option of using accumulated sick leave days during the period the bargaining unit member is unable to work as a result of a work-related injury. If the bargaining unit member chooses to use sick leave days, Worker's Compensation benefits shall be supplemented by District funds to give the bargaining unit member the equivalent of the bargaining unit member's daily rate.

- J. **Jury Duty:** The Board of Education shall pay an employee the make-up pay difference between jury duty pay and their regular daily rate when the employee is called and serves on jury duty. Documentation will be presented to the employer by the employee.
- K. **Immediate Family:** Immediate family shall be defined as a spouse, child, grandchild, adopted child, foster child, stepchild, parent, grandparent, step-parent, son-in-law, daughter-in-law, mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law.

ARTICLE 18

SCHOOL CLOSINGS

When school is closed due to severe inclement weather, an Act of God, or employer directive, they shall be handled in the following manner.

- A. Regularly scheduled hour(s) not required to be made up will be paid in full.
- B. Regularly scheduled hour(s) that are required by law to be made up, in order to receive full state aid shall be rescheduled. Bargaining unit members shall be paid for such hour(s) when they are worked, subject to the following:
 - 1. If the District requires the bargaining unit member to work and the hour(s) is/are disallowed for state aid, the bargaining unit member will be paid for the work performed.
 - 2. If school is cancelled after the bargaining unit member has reported to work and the hour(s) is/are required to be made up, the bargaining unit member shall be paid a minimum of two (2) hours or the actual hours worked whichever is greater.
- C. Whenever school is cancelled, the bargaining unit member shall not have paid leave days charged against them.

ARTICLE 19

DURATION OF AGREEMENT

This Agreement shall be effective upon ratification by the Board of Education and the Association and shall continue in effect for three (3) years, until the 30th day of June, 2011.

IN WITNESS WHEREOF, The parties execute this Agreement by their duly authorized representatives having affixed their signatures below:

For the Lakeville Paraprofessionals

Cindy S. Raymond
Name

Connie A. Beard
Name

May B. Johnson
Name

Lynn R. Horne
Name

3-25-10
Date

For the Lakeville Board of Education

[Signature]
Name

Sam Robinson
Name

Holly Selesky
Name

Chad [Signature]
Name

3-29-10
Date

SCHEDULE A

WAGE SCHEDULES

CLASS I (ACADEMIC/INSTRUCTIONAL)

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$10.28	\$10.38	TBD

CLASS II (Non-Instructional)

<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
\$9.71	\$9.81	TBD

CLASS III (Probation)

First sixty (60) school calendar days - \$8.52

After Sixty-first (61st) – \$8.83

AFTER THE 180th DAY THE BARGAINING UNIT MEMBER WILL BE PLACED IN THE CLASSIFICATION FOR WHICH HE/SHE WAS HIRED.

All Paraprofessionals must meet the federal, state or local certification requirements for their Classification.

APPENDIX A

Grievance Form

School Year: _____

Grievance #: _____

Name of Grievant: _____

Date Filed: _____

Work Location: _____ Classification/Assignment: _____

Date Grievance Occurred: _____

Nature of Grievance: _____

Contract Article(s) Violated: _____

Relief Sought: _____

Association Signature

Date

FORMAL LEVEL I

Date signature received by supervisor: _____

Disposition of supervisor: _____

Signature Date

FORMAL LEVEL II

Date signature received by Superintendent or designee: _____

Disposition of Superintendent or designees: _____

Signature Date

FORMAL LEVEL III

Date received by Board of Education (or designee): _____

Disposition of Board of Education: _____

Signature Date

FORMAL LEVEL IV

Mediation must be requested within ten (10) days of the Board's decision.

Date of request for Mediation: _____

Requested by: _____

Signature Date

FORMAL LEVEL V

Date of request for Arbitration : _____

Requested by: _____

Signature Date

Appendix B

Job Descriptions

Job descriptions for each classification will be added as they become available to reflect job evaluations and state guidelines to meet ESEA.

Classification I*--Academic/Instructional Paraprofessionals

To include all positions currently classified as "I" and any other positions that fall within the classification description.

Classification II*--Non-Academic Paraprofessionals

To include current lunch/recess positions and any other positions that fall within the classification description.

Classification III*--Newly hired/probationary paraprofessionals not yet placed in the classification for which they were hired.

*All Paraprofessionals must meet the federal, state or local certification requirements for their classification.