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6/30/2002

# **PARAPROFESSIONAL AGREEMENT**

**between  
Flushing Community Schools  
and the  
International Union of  
Operating Engineers**

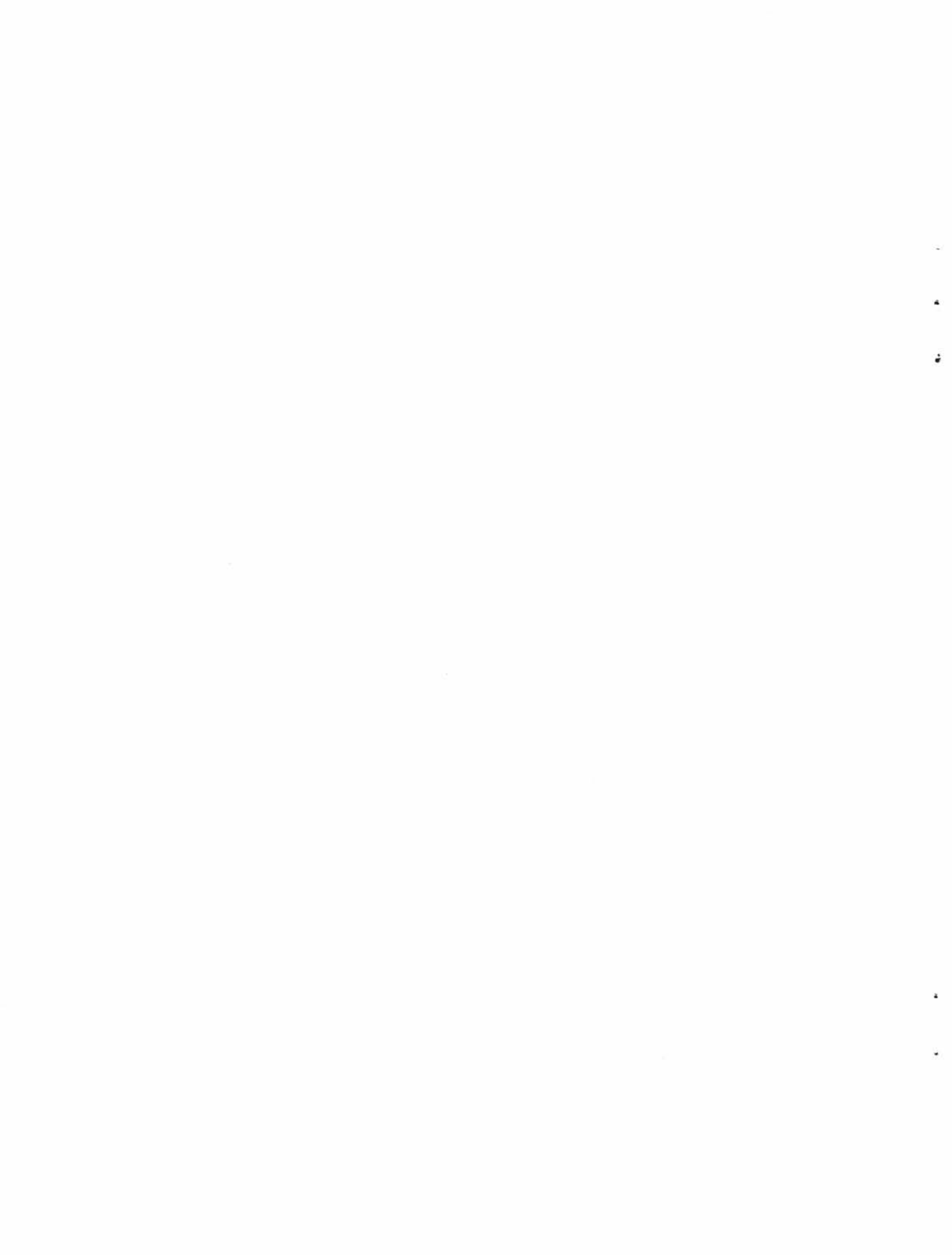
*Flushing Community Schools*

**1999-2002**



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## ARTICLE 1

### PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Board and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

## ARTICLE 2

### RIGHTS OF THE BOARD

- (a) The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and the United States to manage and direct the Flushing Community Schools, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, but such rights established by law may not be infringed upon by any provision of this contract.
- (b) The exercise of the legislative powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and the laws of the United States.

## ARTICLE 3

### UNION RECOGNITION AGENCY SHOP AND DUES CHECK OFF

#### Section 1 - Union Recognition

- (a) The Board of Education of the Flushing Community School District (hereinafter called the Board or employer) hereby recognizes the International Union of Operating Engineers Local 547 (A, B, C, E and H) AFL-CIO (hereinafter called the Union) as the

sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

- (b) The term "employee" as used herein shall include all paraprofessionals regularly employed by Flushing Community Schools but shall exclude supervisors and all other employees.

### Section 2 - Agency

- (a) Any bargaining unit employee, who is not a member of the Union or who does not apply for membership within 61 calendar days of commencement of his/her employment or within 61 calendar days of ratification of this Agreement by the parties whichever is later, shall as a condition of employment either join the union or pay an amount equivalent to the regular monthly dues uniformly required of members within 61 calendar days of the execution of this Agreement whichever is later. Payroll deduction shall be available to all bargaining unit employees for the payment of dues and initiation fees for those employees electing to become members as the bargaining unit employee elects; however, any bargaining unit employee may elect to pay dues or service fees directly to the Union.
- (b) In the event that a bargaining unit employee shall fail to join the Union or pay service fees, the Union may, after written notice to the delinquent bargaining unit employee, institute suit for the collection of the dues or service fees delinquency. Upon the Union's filing the civil suit to collect the dues or service fees and upon notification of the employer, the employer shall petition the court to intervene and participate in the suit as a plaintiff to insure the proper and adequate effectuation of the terms and conditions of this Agreement as set forth in Paragraph (a).
- (c) The employer agrees that, upon hiring any new employee who is covered by this Agreement, the employer shall notify the appropriate Union Steward in writing of the name, date of hire, Social Security number, classification and job location of the new employee.

### Section 3 - Check-off

During the life of this Agreement, the Board will deduct initiation fees and current uniform dues or service fees provided that at the time of such deduction there is in the possession of the Board a valid current written assignment, executed by the employee.

### Section 4

The Board will deduct current uniform dues or service fees from the pay of employees for the 2nd pay period ending in the calendar month. If an employee has no pay coming for such pay period or if such pay period is the first pay of new employee, such dues or service fees shall be deducted from the immediate subsequent pay period.

### Section 5

The Board will deduct from the pay of employees in any month only the dues or service fees incurred while an employee has been in the employ of the Board and only such amounts becoming due and payable in such month.

### Section 6

- (a) the Union shall advise the Board in writing each year what the amount of monthly or yearly dues or service fees is to be of the bargaining unit employees or changes therein. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- (b) The Union shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for purpose of complying with any of the provisions of this Article.

### Section 7

All sums deducted by the Board shall be remitted to International Union of Operating Engineers Local 547, at 24270 West Seven Mile Road, Detroit, Michigan, 48219, no later than five (5) days after the deductible pay period.

### Section 8

In the event the Union requests that the Board deduct monies in excess of the amounts deducted as of the date of execution of this Agreement, such request shall be effective only upon written assurance by the requesting party that the additional amounts have been authorized pursuant to and under the Union's By-laws: provided that in the event a new written authorization from the employee is necessary that such authorization will be secured by the Union and presented to the employer prior to the deduction of the newly certified amounts.

### Section 9

The Board shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made; if for any reason it fails to make a deduction for any employee as above provided, it shall make that deduction for the employee's next pay in which such deduction is normally deducted after the error has been called to its attention by the employee or the Union.

### Section 10

The Union agrees that at no time will it solicit or collect monies of any kind on employer time.

### Section 11

The Union shall promptly furnish the Board with an executed dues authorization or service fee form from each member in the bargaining unit who desires deductions.

### Section 12

Employees hired, rehired, reinstated or transferred into the bargaining unit shall, within 31 calendar days of the commencement of their employment within the bargaining unit, elect either to become members of the Union or to pay the service fees and said employee will determine either to authorize payroll deduction by executing a valid written assignment or to pay the initiation fee and dues or service fees directly to the Union. An employee shall be deemed to have met the conditions of the Article provided the employee is not more than sixty (60) days in arrears of payment of initiation fees and dues or service fees.

## ARTICLE 4

### PROBATIONARY PERIOD

A newly employed paraprofessional shall be subject to a probationary period of not less than sixty (60) calendar days during which she/he shall be paid at the probationary wage rate indicated in ARTICLE 18. During this probationary period, the employee shall be evaluated by the building administrator. During this probationary period, the employee shall not have appeal to the grievance procedure for suspension or discharge from employment, but shall be entitled to all other benefits and shall be subject to all obligations of this Agreement.

Upon receiving a satisfactory evaluation, the paraprofessional will be placed at Step II (Remainder of School Year). An unsatisfactory evaluation may result in termination or an extended probationary period not to exceed an additional 60 calendar days.

## ARTICLE 5

### STEWARDS

- (a) The employees may be represented by a Chief and an Alternate Steward, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be made known to the Board in writing.



- (b) Reasonable arrangement will be made to allow the chief or Alternate Steward time off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon arrangements being made with the Steward's immediate supervisor.
- (c) During the Chief and Alternate Steward's term of office, they shall be deemed to head the seniority list for the purposes of layoff and recall only; provided they are qualified to do the required work. Upon termination of their terms they shall be returned to their regular seniority status.

## ARTICLE 6

### NON-DISCRIMINATION

The Board and the Union 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 of race, creed, color, religion, sex, age or national origin.

## ARTICLE 7

### JURISDICTION

Employees of the Employer not covered by terms of this Agreement may temporarily perform work covered by the Agreement only for the purpose of instructional training, experimentation or in cases of emergency.

## ARTICLE 8

### SAFETY PRACTICES

- (a) The employer will take reasonable measures to prevent and eliminate any present or potential job hazards which the employees may encounter at their places of work.
- (b) The employee will be expected to notify the employer in writing of any such job hazard as soon as the employee first becomes aware of such unsafe areas, conditions or equipment.

## ARTICLE 9

### POSITION ASSIGNMENT(S)

- (a) Position assignment(s) shall be defined in terms of hours to be worked per day, buildings, and/or program requirements. Grade level(s) and/or program(s) assignment(s) within a building(s) shall be exclusively within the prerogative of the administration.
- (b) Position assignments shall be the last week in June. Notices are to be sent out one (1) week prior to bidding. Choice of projected available assignments shall be on a seniority basis. Employees may choose a proxy to bid their assignments.
- (c) Once the school year begins, program adjustment needs that require staffing changes of forty-five (45) minutes or less per day will be at the prerogative of the administration. When assignments require more than a forty-five (45) minute adjustment per day, the position will be posted for five (5) calendar days and will be filled on the basis of seniority from submitted written bids.
- (d) If some position(s) projected in June does not materialize, or is later eliminated or reduced in hours, staff reduction shall be determined by the more senior displaced full-time paraprofessional(s) "bumping" the least senior full-time paraprofessional(s) and the more senior displaced part-time paraprofessional(s) "bumping" the least senior part-time paraprofessional(s) or the least senior displaced full-time paraprofessional(s) "bumping" the least senior part-time paraprofessional(s). Notwithstanding the above, high seniority employees may elect to take a voluntary layoff when staffing needs to be reduced.
- (e) If a new position(s) becomes available, or if a position(s) becomes vacant because of the termination of employment of a paraprofessional(s), or becomes vacant because of a paraprofessional(s) being placed in another position as a result of seniority bidding, the position shall be posted for five (5) calendar days in all school buildings and then filled on the basis of seniority from submitted written bids (if any are submitted). During vacation periods, the Union Steward will also be sent a copy of such postings.
- (f) If it is anticipated that an extended absence (more than five [5] consecutive working days) of a full-time paraprofessional is going to occur, the part-time paraprofessionals within that building, in order of seniority, shall have an opportunity to substitute in the full-time position before a non-unit substitute is placed.
- (g) Paraprofessionals required to work at more than one building during a school day shall be given fifteen (15) minutes of travel time from their work time and be paid the current district mileage rate for travel between the buildings.

## ARTICLE 10

### WORK SCHEDULES

Work days and work hours shall be set by the employer in accordance with program needs and funding constraints. A paraprofessional is expected to work the days and hours so set unless time off is approved by the employer under ARTICLE 11. If a paraprofessional is scheduled to work four (4) or more consecutive hours without a lunch break, the paraprofessional shall be entitled to a fifteen (15) minute break within that period with such fifteen (15) minutes being considered time worked for purposes of ARTICLES 18 and 19. Work in excess of eight (8) hours during a single day, or on Saturday or Sunday, shall be paid at one and one-half (1 1/2) the rate indicated in ARTICLE 18.

## ARTICLE 11

### UNPAID TIME OFF

A paraprofessional is expected not to take time off unless good reason exists. Time off shall not be taken outside the maximums indicated below:

- (a) Family Emergencies: Up to three (3) days per school year. Family emergencies are defined as serious illness or death requiring the paraprofessional's presence. If additional time off for this reason is necessary, application may be made under (c) of the ARTICLE.
- (b) Personal Medical Disability: Until end of medical disability or end of school year (whichever occurs first). The employer may require medical certification of disability. A paraprofessional will not be terminated prior to one (1) calendar year of absence and then may be granted an extended leave at the discretion of the Board.
- (c) Other Good Reason: Requested in writing and approved by the Director of Personnel or designee in writing prior to any time being taken. Each such request shall be approved, or not approved, on its own merits and shall not be precedent for any other approval. The past attendance of the paraprofessional, length of employment, and effect on program may be factors, in addition to the reason for the request, in determining approval or non-approval.
- (d) It is acknowledged that all employees are entitled to all of the rights enumerated in the Family and Medical Leave Act of 1993. Any provision of this contract contrary to that law are null and void.

## ARTICLE 11-A

### PAID LEAVES

#### Section 1 - Personal Business

A paraprofessional shall receive seven (7) personal business days per school year (eight days (8) in 2000-2001 and nine (9) days in 2001-2002).

A paraprofessional may elect to receive holiday pay in lieu of taking one or more personal business days during the normal holiday breaks. Any of these days not taken or used shall be paid out at the end of the school year.

#### Section 2 - Funeral Leave

When death occurs in an employee's immediate family, i.e., spouse, parent, step-parent, child, step-children, brother, sister, spouse's mother, spouse's father, grandchild, son-in-law or daughter-in-law, the employee upon request will be excused for three(3) regularly scheduled working days immediately following the date of death, providing he/she attends the funeral. When death occurs to the grandparent of the employee or in the family of the employee's spouse, i.e., the spouse's brother or sister, grandparent, the employee upon request will be excused for one (1) regularly scheduled working day which will usually be the day of the funeral providing he/she attends.

Additional time may be granted at the discretion of the administration, upon request by the employee and charged to the employee's allowable personal business days.

#### Section 3 - Emergency School Closings

Whenever scheduled school is canceled due to acts of God, employees shall not be required to report for work or to remain at work after school premises have been cleared of students. Affected employees shall experience no loss of pay under such circumstances if they would have otherwise worked. However, paraprofessionals may be required to make up days missed (without additional pay) equal to the number of lost instructional days this district is required to make up under state law.

#### Section 4 - Jury Duty

An employee requested to appear for jury qualification or services shall receive his/her pay from the Board for such time lost as a result of such appearance or service, less any compensation received for jury service. In the event that the employee is subpoenaed as a

witness in any case connected with the employee's employment by the school, the employee will be paid full pay for all such days.

## ARTICLE 12

### SENIORITY

- (a) The seniority of a paraprofessional shall begin with the latest date of hire as a regularly employed paraprofessional.
- (b) The relative seniority of paraprofessionals employed or on layoff as of July 1, 1999, is determined to be as follows (from highest to lowest seniority):

1.	Dolores Corning	(01-29-73)
2.	Lois Ann Gould	(09-04-73)
3.	Sharon Martin	(11-05-73)
4.	Marie Miller	(02-19-74)
5.	Anita Laux	(02-20-75)
6.	Louise Haapala	(02-05-80)
7.	Joan Henderson	(09-11-87)
8.	Linda Williamson	(08-29-89)
9.	Nancy LaBonte	(01-29-90)
10.	Nancy Smith	(10-28-91)
11.	Pamela Smith	(06-21-96)
12.	Debbie Harris	(06-24-96)
13.	Cindy Francis	(08-26-96)
14.	Karen Hall	(06-23-97)
15.	Robin Welehodsky	(08-25-97)
16.	Teresa Salem	(01-27-98)
17.	Ann Vettel	(01-27-98)
18.	Linda Herman	(05-04-98)
19.	Regine Border	(09-21-98)
20.	Michelle VanBuskirk	(10-26-98)
21.	Debbie Glover	(02-01-98)

- (c) Seniority shall be cut off if any one of the following occurs:
  - 1. The employee quits or resigns.
  - 2. The employee is discharged and the discharge is not reversed by the grievance procedure.

3. The employee voluntarily takes a position outside the bargaining unit. (However, if the employee is in layoff status from a position in the unit, seniority shall continue until recall.)

Note: If a part-time employee accepts a CETA or similar position in the district, her/his seniority shall continue until a full-time position within the unit is available or until he/she "bumps" back into a part-time unit position.

### ARTICLE 13

#### DISCIPLINARY ACTION

- (a) It is recognized that any employee may be dismissed, suspended, or otherwise disciplined for just cause.
- (b) Below is a list of examples of just cause for dismissal, suspension, or other disciplinary measures. The list is not intended to be a complete or limiting list.
  1. Fraud in securing employment.
  2. Incompetence or inefficiency in job performance.
  3. Stealing any item belonging to the school district, or stealing any item belonging to another person while on school property.
  4. Unexcused tardiness or absence from the job (including leaving early).
  5. Unauthorized extension of lunch periods or other breaks.
  6. Discourteous treatment of students, other school district employees or anyone visiting the school site.
  7. Insubordination.
  8. Inattention to or dereliction of duty.
  9. Falsifying records.
  10. Bringing alcoholic beverages onto school property, drinking during working hours, coming to work under the influence of alcohol, or drunkenness.
  11. Addiction to the use of narcotics.
  12. Immoral conduct, or other conduct unbecoming a public employee.

13. Conviction of a serious crime.
  14. Disregard of reasonable rules established by the employer and made generally known to the employee (including the provisions of this Agreement).
  15. Overstays leave of absence without prior approval (unless an excuse acceptable to the Board is provided).
  16. Engages in other employment during leave of absence without prior approval.
  17. Falsifies reason for leave request.
- (c) In the event of dismissal, suspension or other disciplinary action (except an oral warning), the employee shall have written notification and a copy of such notification shall be sent to the Union. Disciplinary action is subject to the grievance procedure.

## ARTICLE 14

### SOLE AND EXCLUSIVE GRIEVANCE PROCEDURES FOR BARGAINING UNIT EMPLOYEES

#### Section 1 Definitions

- (a) A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of the Agreement and filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- (b) All grievances must be instituted within five (5) working days after occurrence of the circumstances giving rise to the grievance or five (5) days after such should reasonably have been known, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.
- (c) Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the Board, the Union, and any and all employees involved in the particular grievance.
- (d) Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the administration within the time limits prescribed, or any extension which may be agreed to, may be referred to the next step in the grievance procedure, the time limit to

run from the date when time for disposition expired. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to, shall automatically close upon the basis of the last disposition.

- (e) The Board shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee institutes his/her grievance within five (5) working days after receipt of such pay.
- (f) When an employee is given a disciplinary discharge or suspension or a written reprimand and/or warning which is affixed to his/her personnel record, the employee will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed at Step 1 within five (5) working days from the time of presentation of the notice to the employee.
- (g) All claims for back compensation shall be limited to the amount of compensation that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that he/she may have received, or could with diligent effort have received from any source during the period in question.
- (h) Any employee having a grievance shall first schedule an oral discussion with the immediate supervisor. A mutually convenient time for discussion of the grievance (within five [5] working days of the occurrence) shall be scheduled in advance by the employee and the supervisor. The supervisor may refuse to discuss the grievance with the employee at any other time.

STEP 1. In the event the grievance is not settled orally by the supervisor, the Steward shall submit the grievance in writing to the supervisor within five (5) working days from the oral discussion. The employee and the Steward shall sign the grievance forms. The grievance forms must include (1) a statement of the grievance and facts upon which it is based and citing alleged violation(s) of this Agreement, and (2) the remedy or correction requested. The supervisor shall give his decision in writing within five (5) working days.

STEP 2. Failing to resolve the grievance in the first step, the Union shall within five (5) days of receipt of the supervisor's disposition contact the Superintendent's designee to discuss said grievance. This meeting shall be scheduled for a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent's designee, unless a longer interval is mutually agreed upon. The Superintendent's designee shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the business representative of the Union.



STEP 3. Failing to resolve the grievance in the second step, the Union shall within five (5) working days of the Superintendent's designee's disposition contact the Superintendent of Schools to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts the Superintendent of Schools unless a longer time is mutually agreed upon. The Superintendent of Schools shall give his decision in writing relative to the grievance within five (5) working days of his meeting with the business representative of the Union.

### Section 2 - Arbitration

- (a) If the Union is not satisfied with the disposition of the grievance by the Superintendent, then within fifteen (15) calendar days from the date of receipt of the decision rendered by the Superintendent, the grievance may be submitted to arbitration.
- (b) Arbitration shall be invoked by written notice to the Superintendent to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the Union shall refer the matter to the Michigan Employment Relations Commission for the selection of an impartial arbitrator under its procedures.
- (c) The arbitrator shall follow American Arbitration Association rules. The Union or the Board may call any relevant person as a witness in any arbitration hearing.
- (d) Each party shall be responsible for the expenses of the witnesses that it may call.
- (e) The arbitrator shall not have the jurisdiction to add to, or subtract from, or to modify any of the terms of this Agreement or any written amendments thereof, or to specify the terms of a new Agreement, or to substitute his discretion for that of the parties, or to interpret or rule upon questions of local, state or federal law.
- (f) The fees and expenses of the arbitrator shall be borne by the party against whom the decision of the arbitrator is rendered. Should there be no clear decision in favor of either party, the fees and expenses shall be borne equally by the parties.
- (g) The arbitrator shall endeavor to render his decision in writing relative to the grievance within thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- (h) The decision of the arbitrator shall be final, conclusive and binding upon all employees, the Board and the Union. In the event the decision of the arbitrator is in direct conflict with the express terms of this Agreement or applicable law, either party shall have the right to challenge the decision of the arbitrator in a court of competent jurisdiction.

IN WITNESS WHEREOF:

The parties hereto have caused this instrument to be executed.

FLUSHING COMMUNITY SCHOOLS

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL #547, AFL-CIO  
(A, B, C, E and H)

\_\_\_\_\_  
President Board of Education

\_\_\_\_\_  
Business Manager

\_\_\_\_\_  
Secretary Board of Education

\_\_\_\_\_  
President

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Recording-Corresponding Secretary



