

# **MIDLAND PUBLIC SCHOOLS**

## **Agreement With Midland Federation of Paraprofessionals**

**March 23, 2009**



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**MIDLAND PUBLIC SCHOOLS**  
**Proposed Agreement**  
**With**  
**Midland Federation of Paraprofessionals**

**Purpose**

The parties hereto recognize they have a common responsibility beyond their collective bargaining relationship, and that the Midland Public Schools is a unit of government, subject to the laws of the State of Michigan as set forth in the "General Schools Laws of Michigan," and that the Board has obligations to the citizens and taxpayers, as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children therein.

Further, since the efficiency of the program of any school system is directly proportional to the effectiveness of its employees in every category, and since such effectiveness is contingent upon high morale and sound human relations, it is the purpose of the Board to employ competent, morally acceptable and dedicated personnel.

It is the purpose of this Agreement to resolve by collective bargaining, in good faith, differences concerning wages, hours, and working conditions, and appropriate means of resolving them, without interruption of the school program.

**Preamble**

An Agreement made effective upon ratification by the Midland School District hereinafter called the "District" and the Midland Federation of Paraprofessionals, affiliated with the Michigan Federation of Teachers and the American Federation of Teachers, AFL-CIO, hereinafter called the "Union."

The Midland Public Schools will not discriminate in its educational programs and activities on the basis of age, race, creed, religion, color, national origin, sex, marital status, ability or any additional criteria identified by any applicable state or federal statute.

**Article I      Recognition**

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, hours, and other terms and conditions for all full and regular part-time paraprofessionals excluding supervisors, substitutes, casual and all other employees for the entire term of the Agreement.

## **Article II     Union Security**

- A. The District and the Union agree that the Union's duties to persons employed in the bargaining unit require that each unit member share the costs associated with the negotiation of and administration of this collective bargaining agreement. Therefore, each person employed in the bargaining unit shall either become a member of the Union and pay dues required of members, or agree to pay a service fee in an amount determined by the Union. Persons who fail or refuse to do either will be discharged. This section describes the process used to accomplish these goals.
1. The Union will be notified of the name(s) of each person newly employed by the District who will be assigned to a position in this bargaining unit. The Union will present the notice attached as Exhibit 1 to such person. The employee will have thirty (30) calendar days to decide whether to become a Federation member or pay a service fee.
  2. The District will deduct dues or service fees from the paychecks of persons who have agreed to such deductions. Dues or service fees will be withheld on a regular schedule approved by the District.
  3. A Union member or service fee payer may pay either dues or service fees directly to the Union in such a manner, and on such a schedule, as the Union may approve. The Union will provide to the District annually, a list of all employees who elect this option.
  4. The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The District may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
  5. A person who fails or refuses to either become a Union member, approve deduction of a service fee, or pay a service fee (Non-Payer) will be discharged in accordance with the process contained in this section.
    - a. The Union will notify the District of the name(s) of any Non-Payer. The District will, within ten (10) work days, provide such person a notice that they must comply with this section or be discharged and what action(s) are required to come into compliance. Such notice will require the Non-payer to comply within ten (10) work days after service of the notice.
    - b. The Union will notify the District if the Non-Payer continues to fail or refuses to comply. The District will discharge the Non-Payer within ten (10) work days thereafter.
    - c. This section may be enforced through an action in Circuit Court.
  6. The Union agrees to indemnify and save the District harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the District by the Union, or for the purpose of complying with any provisions of this Article.

### **Article III Board Rights and Responsibilities**

Except as there is contained in this Agreement an express provision specifically limiting the rights or discretion of the District, all rights, functions and prerogatives of the management of the District, formerly exercised or exercisable by it, remain vested exclusively in the District. Without limiting the generality of the foregoing, the District specifically reserves solely to itself the management of the District and the following rights: to determine hours; to schedule and assign work; to direct the workforce; to determine employee qualifications; to include necessary qualifications on job postings and evaluate competency to maintain the efficiency of operations; to determine business hours; to determine the quality and quantity of work to be performed according to position; to establish and require standards of performance and to promulgate policies, and from time to time change them with notification and enforce them; to implement incentives for special assignments; to determine proper staffing and workload requirements; to determine and redetermine job content with notification and to describe jobs; to discontinue jobs; to determine operating standards, security measures and operation policies; to determine methods and procedure; to determine which programs and contracts to enter; to select those with whom the District will do business; to initiate, continue or discontinue training or educational programs; to hire, suspend promote, demote, discharge or otherwise discipline employees; to lay off employees for lack of work or for other legitimate reasons; to require reasonable overtime; to promulgate and enforce all rules respecting operations, efficiency, safety measures, and other matters; to determine all equipment to be used, the utilization of all physical facilities and the assignment of District space; to implement and utilize new equipment, methods and facilities; to subcontract any work; to utilize the services of auxiliary, temporary or voluntary employees; to decide the number and locations of the facilities; and to extend, maintain or curtail all or any part of the District's operations, programs or facilities. The exercise of the management rights set forth herein shall not be subject to the arbitration provisions of this Agreement except as otherwise specifically provided in this Agreement.

It is understood and agreed that the management rights specified herein, except those rights expressly abridged or limited by a specific provision of this Agreement, may not be impaired or limited by arbitration or an arbitrator, or by any other means except by mutual written agreement of the parties.

## **Article IV Union Rights**

- A.
  - 1. No sooner than 4:00 p.m. during normal work days, the Union will have the right to use school buildings, without cost, on school days, for meetings, provided these meetings are related solely to the official activities of the Union and do not promote political candidates for political positions.
  - 2. The use of the building involved will be requested from the building principal at least 48 hours in advance of the meeting. Authorized representatives acting in an official capacity for the Union will be permitted to transact official Union business on school property as outlined above provided that this shall not interfere with their work duties or with District programs and operations.
  - 3. Non-employees are not to enter any building without first reporting to the office.
- B. The Union is authorized to post notices on a designated bulletin board in each building. Copies of any posted material will be shown to the administration at least twenty-four (24) hours before posting. The Union will abide by the following standards:
  - 1. All material must be properly identified as Union material and contain nothing that would indicate that the material was District material or imply that the District sponsored or endorsed it.
  - 2. Material posted must be restricted to matters of concern to employees covered by this Agreement in relation to official Union activities.
  - 3. Matters of personal business are prohibited.
- C. The Union may use building mailboxes and inter-school e-mail as long as the Union abides by the following standards:
  - 1. All communications must be specifically identified as a Union communication.
  - 2. One copy of all communications will be submitted to the Administration at least twenty-four (24) hours prior to distribution in the mailboxes, with the exception of meeting notifications and new member information packets.
  - 3. None of the communications are to indicate or imply that the material involved is sponsored or endorsed by the District.
  - 4. All material must be restricted to matters covered by this Agreement.
  - 5. All material must not advocate or promote a political candidate, a political position or individual monetary gain.
  - 6. Matters of personal business are prohibited.

## **Article V    Grievance Procedure**

### **A.    Definitions:**

1.    A "grievance" is a claim that there has been a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.
2.    A "grievant" is:
  - a.    An employee who claims to have suffered a violation of rights under the Agreement.
  - b.    The Union if it claims a right specifically granted to the Union in the Agreement has been violated.
3.    The word "days" in this article shall mean calendar days.

**B.**    The Union may act on behalf of a group or class of employees who initiate a grievance alleging a common violation of this Agreement.

### **C.    Grievance Procedure**

1.    A grievance shall not be processed unless it is presented within fourteen(14) days after the fact or circumstances giving rise to such grievance occurred or are discovered.
2.    Informal Hearing
  - a.    An employee who believes that a grievable action has been suffered shall first present the grievance informally to the employee's supervisor.
  - b.    A Union representative may be in attendance at the employee's informal conference with the employee's supervisor if requested by the employee.
3.    Step One
  - a.    If the grievance is not resolved at the informal conference and the employee wishes to pursue it further, the employee must place the grievance in writing and file it with the supervisor within ten (10) days after the date of the informal hearing. A copy will be sent by the grievant to the Union and the superintendent.
  - b.    Within ten (10) days from the date on which the supervisor receives the written grievance, the supervisor will conduct a hearing on the grievance.
  - c.    The grievant may be accompanied by a representative of the Union at this Step One hearing.

- d. Within ten (10) days after the hearing, the supervisor shall give an answer in writing to the grievant, with a copy to the Union and the superintendent.

#### 4. Step Two

- a. If the employee is not satisfied with the disposition of the grievance at Step One, it may be appealed to the superintendent/designee. The Union may initiate the grievance procedure for a Union grievance by submitting such grievance to the superintendent/designee.
- b. The appeal must be in writing and be filed within ten (10) days after the date of the supervisor's disposition at Step One.
- c. The superintendent/designee shall schedule a hearing on the appeal of the grievance within ten (10) days after receipt of the written appeal. This hearing at Step Two may be conducted by the superintendent/designee.
- d. Representatives of the Union and the District may be in attendance at this Step Two hearing.
- e. Within ten (10) days after the hearing, the superintendent/designee shall give an answer in writing to the grievant with a copy to the Union.

#### 5. Step Three

- a. If the employee is not satisfied with the disposition of the grievance at Step Two, it may be appealed to the Board of Education.
- b. The appeal must be in writing and be filed within ten (10) days after the date of the superintendent's/designee's disposition at Step Two. The written grievance form, together with copies of all materials previously filed, must be delivered to the Midland Public Schools' Administration Center for the attention of the secretary of the Board of Education.
- c. The Board of Education may hold a hearing on the grievance or may render its disposition after a study of the documents already filed.
  - (1) If the Board decides to hold a hearing on the grievance:
    - (a) Representatives of the Board shall schedule the hearing within fourteen (14) days after receipt of the written appeal of the grievance.
    - (b) Representatives of the Union and the District may be in attendance at this hearing.

(c) Within fourteen (14) days after the hearing, the Board shall give its answer, in writing, to the grievant, with a copy to the Union.

(2) If the Board decides not to hold a hearing, the Board shall, within fourteen (14) days of its receipt of the grievance, provide the grievant with a written answer, with a copy to the Union.

d. Administrative judgment resulting in an adverse evaluation of an employee as referred to in Article XI, cannot be grieved beyond Step Three of the grievance procedure unless based upon a specific violation, misinterpretation, or misapplication of the expressed provisions of this Agreement.

#### 6. Step Four: Arbitration

a. If the grievant is not satisfied with the disposition of the grievance at Step Three, the employee may ask the Union to refer the grievance to arbitration.

b. If the Union decides to have the grievance arbitrated, it must inform the District of its intent, in writing, within ten (10) days after the date of the answer at Step Three. The demand for arbitration must be filed with the American Arbitration Association within twenty-one (21) days after the date of notice to submit for arbitration.

c. Following the written notice of intent to submit to arbitration, the Union and a representative of the District shall attempt to select an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within fourteen (14) days after date of the notice to submit to arbitration, the American Arbitration Association shall be requested to provide the names of arbitrators. If mutual agreement as to the identity of the arbitrator from the first list cannot be obtained, the parties will request a second list from the American Arbitration Association.

d. The arbitrator shall hear the grievance in dispute and render a decision, in writing, within thirty (30) days after the close of the hearing or, if briefs are filed, within thirty (30) days after the date for filing. The decision shall be final and binding upon the District, the Union and its members, and the employee involved.

e. The arbitrator's fees and expenses shall be borne by the losing party.

(1) It will be the general practice of all parties in interest to process grievances during times which do not interfere with assigned duties; provided, however, in the event it is mutually agreed by the aggrieved, the Union, and the District to hold proceedings during regular working hours, employees

participating in arbitration, on their own behalf or on behalf of the Union, will be released from assigned duties without loss of pay.

- (2) The expenses and compensation for attendance of any employees, witnesses, or participants in the arbitration shall be paid by the party calling such employees, witnesses, or such participants.
- (3) It shall be the function of the arbitrator, and he/she shall be authorized and empowered except as limited below, after due investigation, to make a decision, in writing, and set forth his/her finding of fact, reasoning, and conclusions of the issues submitted.
  - (a) The arbitrator shall not add to, subtract from disregard, alter, or modify any of the terms of this Agreement.
  - (b) He/she shall not establish salary scales or change any salaries.
  - (c) He/she shall not rule on those matters previously exempted from the grievance procedure.
  - (d) He/she shall not change any practices, policies, or rule of the District, nor substitute his/her judgment for that of the District as to the reasonableness of any practices, policy, rule, or any action taken by the District.
  - (e) He/she shall not make any decision which requires the commission of an act prohibited by law, or which is violative of the terms of the Agreement.
  - (f) His/her power and authority shall be limited to deciding whether the District has violated the express article and section of this Agreement.
  - (g) If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction. In the event a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - (h) There shall be no appeal from the arbitrator's decision if within the scope of his/her authority, as set forth above. It shall be final and binding on the Union, its members, the employee(s) involved and the District, each of whom expressly agree to abide by such decision.

- (4) Claims for back pay shall be retroactive to the date the grievance was filed. All claims of back wages shall be limited to the amount of wages the employee would otherwise have earned less any monies earned by the employee during the period covered by the back wages claim and all unemployment benefits received.

D. General Provisions

1. All provisions for processing a grievance filed by an employee shall also apply to grievances filed by the Union.
2. Forms for filing grievances will be jointly prepared and given appropriate distribution by the Union so as to facilitate operation of the grievance procedure. Each grievance and/or appeal shall contain the following information: name of grievant, when the grievance occurred, where the grievance occurred, a description of the facts giving rise to the grievance, identification by appropriate reference to all provisions of this Agreement alleged to be violated, and the specific relief requested. All grievances and appeals must be signed by the grievant.
3. Every effort will be made to avoid interruption of classroom activities and to avoid the involvement of students in all levels of the grievance procedure. Any investigation meeting or hearing involving the grievant shall be conducted before or after the working hours of the grievant.
4. The grievant, or an officer of the Union if the Union is the grievant, must be present at all steps of the grievance procedure.
5. No grievance shall be filed for or by any employee after the effective date of that employee's resignation or retirement.
6. A grievance may be withdrawn at any step of the grievance procedure without prejudice.
7. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
8. Failure to appeal a grievance within the specified time limits shall result in the grievance being considered satisfactorily resolved on the basis of the last decision and not subject to further appeal. Failure to communicate an answer to a grievant within the specified time limits shall entitle the grievant to proceed to the next step. The specified time limits may be extended by mutual agreement in writing of the Union and the District.

## **Article VI Continuity of Operations**

- A. During the term of this Agreement, the Union shall not cause or permit its members to cause, nor will any member of this Union take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of an employee from that employee's position, or stoppage of work, or abstinence, in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), nor will the Union threaten, induce, authorize, or sanction the same.
- B. Violation of this Article by any employee or group of employees will constitute just cause for discharge.
- C. Upon learning of strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with educational processes in the District, the Union shall take whatever steps are necessary to bring such activity to a prompt end.

## **Article VII Discipline**

- A. The District may adopt rules, regulations and directions which are not in conflict with this agreement. Employees are expected to comply with such rules, regulations and directions.
- B. No employee will be disciplined without just cause.
- C. An employee shall not be disciplined by any member of the school staff other than the administrator in charge. If a warning, reprimand or other form of discipline is to be recorded in writing and placed in the employee's personnel file, the employee will be entitled to have a representative from the Union present if they request such representation. It will be the responsibility of the employee to make arrangements to have a representative present at the discipline meeting.
- D. Discipline of non-probationary employees only will be subject to the grievance procedure set forth in this Agreement.
- E. It is understood that the sequence of disciplinary action stated below need not be followed in the order listed. The severity and the nature of the employee's violation will determine the penalty to be assessed by the District. Employees violating any of the rules and regulations of the District may be disciplined in the following manner:
  - First Offense: Verbal Warning
  - Second Offense: Written Warning
  - Third Offense: Suspension Without Pay
  - Fourth Offense: Disciplinary Action Up To And Including Discharge
- F. The Union shall be notified when disciplinary action is taken beyond a verbal warning.

## **Article VIII Hours of Work**

The District reserves the right to set the calendar and hours of work for all employees covered by this agreement, unless otherwise stated in the contract. Employees will work all required days of student instruction and any other professional development/in-service days or other meetings as directed by the District.

## **Article IX Probationary Employees**

- A. Newly hired employees shall be considered as probationary employees for sixty (60) days worked.
- B. There shall be no seniority among probationary employees. When a probationary employee completes a probationary period, the employee shall be entered on the seniority list retroactive to the date of hire.
- C. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions as set forth in this Agreement except that any discipline of probationary employees will not be subject to the grievance procedure.

## **Article X Assignment of Duties**

Employees are hired and assigned by administrative unit (building). Work duties and hours of assignment within each building are assigned by the building principal/designee. Assignment of hours will be based upon the ability and qualifications for work described by the building principal/designee. Seniority shall be used as one of the criteria for assigning hours, except in circumstances requiring specialized qualifications or skills. If the principal/designee determines that ability and qualifications are equal, seniority within the administrative unit will be considered the tiebreaker.

**If employee's regular assignment is unavailable and no suitable assignment in the same location is available, and employee is asked to relocate to a different building, mileage will be paid to the employee by the district for each day of assignment at the secondary location.**

When/if assigned hours are reduced, the affected employee hours will be placed into a District pool from which the employee will receive reassignment based on ability and qualifications. Ability and qualification being equal, seniority will be used as a tiebreaker for purposes of reassignment. An employee who does not recover lost hours during the reallocation of hours in an administrative unit will be entitled to an explanation from the building principal/designee. The principal/designee may consider evidence of ability and qualifications provided by the employee. The principal/designee's decision will be final unless found to be arbitrary and capricious.

Refusal to accept reassigned hours (with the exception of positions requiring specialized qualifications or skills) negates any obligation on the part of the District to reassign. Employees in the pool for whom no work in the District is available are subject to hour reduction or layoff. Employees who are subject to layoff will be recalled based on ability and qualifications for available work for a period of time not to exceed ~~one year~~ **two years** from date of layoff. Any employee who is laid off for longer than ~~one year~~ **two years** will be considered terminated. **When entering the second year, if employee has not worked at least one day and a job is offered to them, the employee will incur the financial obligation to be re-fingerprinted (according to Michigan State Law). Refusal to be re-fingerprinted will result in termination.**

## **Article XI Seniority**

Seniority will be defined as the uninterrupted length of time an employee has worked for the District in a position covered by this Agreement. In the event two (2) or more employees are hired on the same date, the order of seniority will be determined by the last four digits of the employee's social security number. The higher social security number shall have the higher seniority rank. An employee's employment shall be terminated and their seniority shall cease upon:

1. Voluntary Quit
2. Discharge (*unless reinstated after unlawful discharge*)
3. Failure to report to work immediately following excused absence, holiday, school break
4. Failure to return to work upon reassignment/recall within five (5) working days after having been notified to report to work
5. Retirement
6. Laid off for a period longer than one (1) year

## **Article XII Evaluation**

Each employee will be evaluated at least once per year for the first two (2) years in a building. After two (2) years of satisfactory performance in a building, the employee will be evaluated at least once every three (3) years or, in the case of unsatisfactory performance, as necessary. Supervisors will meet at least once per year with each employee on staff in a building to discuss that employee's performance during each year that a formal written evaluation is not required.

## **Article XIII Fringe Benefits**

A. Full-time employees are those employees who are regularly assigned to thirty (30) hours or more per week throughout the regularly scheduled school year for teachers. Part-time employees are those employees whose regular assignment is less than thirty (30) hours per week. Full-time employees are eligible for the following benefits:

1. Insurance
  - a. Employees who are regularly scheduled to work thirty (30) hours or more per week are eligible for and are automatically covered by the district's term life insurance

plan. The term life insurance coverage is for a minimum of ten thousand dollars (\$10,000) and a maximum equal to twice the employee's annual base salary rounded off to the next higher one thousand dollars.

- b. A group hospital-medical insurance program is available to eligible employees upon application during the enrollment period.

Beginning January 1, 2004 increase PPO out-of-pocket maximum from:

\$250/single/year to \$500/single/year and  
\$500/family/year to \$1,000/family/year.

- c. A group dental insurance program is available to eligible employees upon application during the enrollment period.
- d. A long-term disability insurance program is available to eligible employees upon application during the enrollment period.
- e. A vision insurance plan is available to eligible employees upon application during the enrollment period. It covers employees only (not other family members who are not eligible employees).

B. Employee Assistance Program (EAP)

- 1. All regular employees (full-time and less than full-time) are eligible for services provided through the Employee Assistance Program.

C. Retirement Notification Stipend

If a paraprofessional has completed ten (10) or more years of service in the Midland Public Schools system, and notifies (in writing) the director of human resources on or before March 1 of the year they intend to retire that they will retire, and completes the school year, they will be entitled to the following stipend:

(.75%) of base salary multiplied by years of Midland Public Schools' service (minimum of \$100.00 per year). Base salary for paraprofessionals is defined as Step 0 (hired before 1994-95) x six hours x 484 **scheduled paraprofessional work days in the school year.**

To be eligible for this benefit, a paraprofessional must have worked for the Midland Public Schools at least 10 years and retire by June 30. The number of years of service with M.P.S. will be calculated in the same way as the M.P.S.E.R.S. calculates years of service. Paraprofessionals must notify the Director of Human Resources on or before March 1, and finish the school year to receive the stipend.

If the Director of Human Resources receives notice before March 1, the paraprofessional must give at least a 60-day notice to be eligible for the stipend.

If notice is received by the Director of Human Resources between March 2 and June 30, the paraprofessional is ineligible for the stipend.

If a paraprofessional has completed 10 or more years of service in the Midland Public Schools and does not meet the notification requirements as listed above, the paraprofessional will be paid \$50.00 for each year of service in the district, up to a maximum of \$1000.00 upon retirement as outlined under the retirement provisions of the State Retirement Act.

## **Article XIV Approved Absences**

### **A. Full-Time Employee Absences**

#### **1. Personal Illness**

- a. Full-time employees, under assignment to a position continuing through the regular school year, are allotted twelve (12) personal illness days annually. Personnel employed initially within a school year are allotted a prorated number of personal illness days. Unused days are accumulative without limitation.
- b. For full-time employees who do not qualify for Family Medical Leave (FMLA), and upon recommendation of the superintendent, leave for personal illness may be extended beyond this limit. The decision of the superintendent is final and not subject to the grievance procedure.
- c. Full-time transportation employees working in the summer will receive one (1) additional sick day. Full-time transportation employees hired prior to the February 26, 2001 (ratification of first contract) will receive three (3) additional sick days beginning in the summer of 2004. Unused sick days are accumulative without limitation.
- d. Pay while on sick leave. An employee will be paid full compensation starting with the first day of approved sick leave in accordance with the following conditions:
  - (1) When an employee requests any sick leave absence of ten (10) consecutive workdays or more, he/she must submit a medical certification, at employee's expense, to the supervisor or designee prior to returning to work. The District reserves the right to send the employee to its physician, at District expense, prior to returning to work in order to verify fitness for the employees job description.
  - (2) An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.
  - (3) If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.
  - (4) Sick leave may not be used for routine dentist appointments, routine doctor's exam or office call.

- e. Preplanned use of sick leave.
  - (1) Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.
  - (2) The District may require an examination by an independent physician as to the date at which the employee is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District. Absence from work by the employee prior to the date set by the independent physician will be unauthorized.
  - (3) It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.
- f. **Beginning on the date of ratification in the 2008-09 school year and for the duration of this contract, full-time employees under assignment to a position continuing through the regular school year may use one (1) personal illness day from their bank for a District snow day after the third (3<sup>rd</sup>) snow day in a school year.**

2. Death or Serious Illness in Family

- a. To any full-time employee, bereaved by death or serious illness, requiring bedside or household attention by the employee, of spouse, child, sibling, parent, parent-in-law, daughter-in-law, son-in-law, grandparent, grandchild, or dependent of the immediate household resident, a total of ten days leave in any one year will be granted without loss of salary. Such leave shall not be cumulative nor counted as part of sick leave.
- b. To any full-time employee, absence not to exceed five days in any one year for reason of death or serious illness for other than those named above will be granted on written request to the employee's supervisor and with the approval of the supervisor. Such leave shall not be cumulative nor counted as part of sick leave.

3. Personal Business Days

- a. Full-time employees, will be allowed two (2) days leave without loss of wages to transact personal business. Personal business days may be used **September through May** on District "**M**" **Professional Development days, Parent/Teacher Conference days, and Snow days** upon request.
- b. Arrangements for personal business leave will be made no later than 48 hours in advance through the employee's supervisor. Upon approval, notice should also be given to the person in charge of payroll records for the office involved.

**c. Personal business days do not carry over/accumulate to future years.**

**B. Part-time Employee Absences**

1. Less than full-time employees may be absent from work, without pay, only with permission from the employee's supervisor. For reasons other than personal illness, permission must be requested, in writing, no later than 48 hours in advance. In either case the decision of the supervisor is not subject to the grievance procedure.
2. Beginning on the date of ratification in the 2008-09 school year and for the duration of this agreement, less than full-time employees (on Step 2 or above) are entitled to two (2) "paid time off" (PTO) days per year. If unused, these days may be accumulated to a maximum of three (3) days. PTO days may be used **September through May** on District "M" **Professional Development days, Parent/Teacher Conference days, and Snow days** upon request. Except in cases of illness, death or emergency, permission to use a "PTO" day must be requested in writing to the employee's supervisor, no later than 48 hours in advance. For purposes of defining a "PTO" day, the length of assignment of the employee's workday will be considered their day. Except in cases of illness, death or emergency the decision of the supervisor is not subject to the grievance procedure.
3. Allotted days of sick leave for part-time employees.
  - a. Beginning in the 2007-08 school year and for the duration of this contract, part-time employees under assignment to a position continuing through the regular school year shall earn one (1) day for personal illness for every one-hundred fifty (150) hours worked not to exceed five (5) total sick days.
  - b. Unused sick leave days accumulate without limitation.
  - c. Unused sick leave days at the time of termination of employment, for any reason including retirement, will not constitute a claim upon the District.
  - d. Sick days are eligible for employee use the year after they have been earned.
  - e. **Beginning on the date of ratification in the 2008-09 school year and for the duration of this contract, part-time employees under assignment to a position continuing through the regular school year may use up to two (2) days of their personal illness bank for family illness of those listed under Article XIV, section F.**
  - f. **Beginning on the date of ratification in the 2008-09 school year and for the duration of this contract, part-time employees under assignment to a position continuing through the regular school year may use one (1) personal illness day from their bank for a District snow day after the third (3<sup>rd</sup>) snow day in a school year.**

### C. Pay while on sick leave.

An employee will be paid full compensation starting with the first day of approved sick leave in accordance with the following conditions:

1. When an employee requests any sick leave absence of ten (10) consecutive workdays or more, he/she must submit a medical certification, at employee's expense, to the supervisor or designee prior to returning to work. The District reserves the right to send the employee to its physician, at District expense, prior to returning to work in order to verify fitness for the employee's job description.
2. An employee, while on paid sick leave, shall be deemed to be on continuous employment for the purpose of computing all benefits, including seniority, referred to in this Agreement.
3. If an employee is injured on the job and therefore eligible for Workers' Compensation, sick leave shall be paid starting on the first day.
4. Sick leave may not be used for routine dentist appointments, routine doctor's exam or office call.

### D. Preplanned use of sick leave.

1. Absence for preplanned use of sick leave (such as scheduled surgery or childbirth) will be approved starting on the date at which the employee is physically no longer able to work. This date and the employee's physical inability to work must be certified by the employee's physician.
2. The District may require an examination by an independent physician as to the date at which the employee is physically unable to work. The date at which the approved absence is to begin will be the date set by the independent physician. This examination will be at the expense of the District. Absence from work by the employee prior to the date set by the independent physician will be unauthorized.
3. It is expressly understood that absence under sick leave for recovery from childbirth is not for the purpose of caring for the baby.

### E. Family and Medical Leave Act.

For those employees who have worked at least one year and for 1,250 hours over the previous twelve (12) months, The Family and Medical Leave Act is an available option. Forms and detailed information are available through the Human Resources Office.

### F. Death in Family.

To any part-time employee, bereaved by death of spouse, child, sibling, parent, parent-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or dependent of the immediate household resident, a total of 2 days leave in any one school year will be granted without loss of pay. Such leave shall not be cumulative. Part-time employees are eligible for this benefit after reaching step two (2) or above on the pay scale.

#### G. Jury Duty.

Absence necessary for service on a jury will be granted with pay.

#### H. Union Business.

The Union will be entitled to five (5) paid days per year for Union business.

Said days must be requested in writing by the Union President and have prior approval from the employee's supervisor and the Director of Human Resources before days are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or collective bargaining.

### **Article XV Military Leave**

A. Any employee covered by the salary schedule who terminates employment in the District to perform active service in the armed forces of the United States is entitled to reemployment provided the employee serves only one (1) draft term, or until the state of emergency is ended, and provided also as follows:

1. The position vacated is other than temporary;
2. He/she is honorably discharged from the armed services;
3. He/she applies for reemployment within ninety (90) days after discharge;
4. He/she is still qualified to perform the duties of the position;
5. In the event of reemployment, the following provisions shall apply:
  - a. accrual of seniority shall be granted
  - b. increment(s) shall be added as if the employee had been in the District's employ during the time of such service in the armed forces

B. Any employee who is a member of the National Guard or of a reserve unit of the armed forces, who is called to attend military camp programs and who must go in order to retain present status in such programs when they would otherwise be working, will be excused without pay.

C. Furthermore, all provisions of this policy shall be in accordance with state and federal laws governing military leaves of absence.

### **Article XVI Inclement Weather**

A. Inclement Weather means the weather conditions are unstable. They could improve or worsen within a short period of time. The district may determine that a delay is necessary. Delays may be called as follows:

1. Delays – one or two hours
  - a. A one or two hour delay of the start of school would allow time to insure the proper decision.

- b. The radio and/or television announcements would state: “The Midland Public Schools will be delayed one hour (two hours) this morning.” All employees should report to their regularly scheduled position, one (or two hours) later than scheduled. Employees will not be compensated for arriving earlier than the time required to perform their job responsibilities.
- B. Conditions may be such that the district will close school. In that case, employees are not expected to come to work and will not be paid.
  - 1. When this situation exists, radio and/or television announcements will state: “Midland Public Schools will be closed today.”
    - a. Under these circumstances, employees are not expected to come to work and will not be paid.
  - 2. When school is dismissed during the school day, employees will be paid for the time they were scheduled to work.

## **Article XVII Vacancies, Posting of Vacancies**

Any paraprofessional vacancy of fifteen (15) hours per week or more in a building will be posted on the Midland Public Schools' intranet for a period of five (5) working days. A hard copy of the posting will also be provided to the union president via the school mail delivery system. Applications for the posting will be accepted, in writing, in the Human Resources Office. Any applications received for the posting after the closing date will not be considered. The District will attempt to fill all posted vacancies. Posted vacancies will be filled based on ability and qualifications. Ability and qualifications being equal, seniority will be used as a tiebreaker. Internal applicants will be given preference over external applicants if ability and qualifications are equal.

**After the ratification of this agreement, all new paraprofessional hires must meet Highly Qualified status by providing transcripts showing that they have 60 college credits or an associate’s degree or, absent that, by taking and passing all parts of the Work Keys test. If the latter is required for employment, the applicant for a paraprofessional position must pay for taking the test. If the paraprofessional applicant succeeds in passing the test and is subsequently recommended for employment, the district will pay for any costs incurred for fingerprinting and background searches. In the event that there are no applicants that can meet the Highly Qualified status, a waiver of this requirement can be granted by the Director of Human Resources to meet the needs of the building or program.**

## Article XVIII Separability Clause

If any term or provision of this Agreement is at any time during the life of this Agreement adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other term or provision of this Agreement.

## Article XIX Entire Agreement

- A. During the negotiations resulting in this Agreement, the District and the Union each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter as to which the Public Employment Relations Act (PERA) imposes an obligation to bargain.
- B. Except as specifically set forth elsewhere in this Agreement, the District expressly waives its right to require the Union to bargain collectively over all matters as to which the Public Employment Relations Act (PERA) imposes an obligation to bargain whether or not:
  - 1. Such matters are specifically referred to in this Agreement;
  - 2. Such matters were discussed between the District and the Union during the negotiations which resulted in this Agreement; or
  - 3. Such matters were within the contemplation or knowledge of the District or the Union at the time this Agreement was negotiated and executed.
- C. As used in this section, the waiver of the right to "bargain collectively" includes the waiver of the right to require the other party to negotiate and the right to obtain information from the other party.
- D. This Agreement contains the entire understanding, undertaking and agreement of the District and the Union, after exercise of the right and opportunity referred to in the first sentence of this section, and finally determines all matters of collective bargaining for its term.
- E. Changes in this Agreement, whether by addition, waiver, deletion, amendment or modification, must be reduced to writing and executed by both the District and the Union.

## Article XX Duration

This agreement shall continue in full force and effect from date of ratification to ~~June 30, 2008~~ **the first instructional day of the next school year in September of 2010**, during which period neither party hereto may reopen this agreement for negotiation on any issue without mutual consent. ~~, with the exception of a wage re-opener only for 2007-08.~~ It is agreed that if change is made by the State of Michigan in its methods of financing public schools, which result in a major financial impact on the district, this agreement may be subject to renegotiation at the District's **or the Federation's** request.

## **Article XXI Contract Review/Maintenance**

- A. Representatives of the district and the union shall meet formally bi-monthly from September through May for the purpose of reviewing the implementation of this agreement and for resolving problems that may arise. The meetings shall be called the first Wednesday during the months of September, November, January, March and May beginning at 4:00 p.m. Additional meetings may be scheduled upon mutual agreement or meetings may be cancelled upon mutual agreement.
- B. Three to five representatives shall be selected by the union and three to five administrator representatives will be selected by the superintendent. The union and administrator representatives shall separately designate a union chairperson and an administrator chairperson who shall serve concurrently as co-chairpersons. Each chairperson shall submit to the other chairperson, items for discussion at least one week in advance of the scheduled meeting.
- C. The meetings of the Review Committee are not intended to bypass the grievance procedure outlined in Article V of this agreement.
- D. Agreements arrived at by the Review Committee shall be reduced to writing in the form of memoranda of understanding and submitted to the union board and the Board of Education for approval. Upon approval by the union board and the Board of Education the memoranda shall become a part of the agreement for the duration of the agreement. Other agreements arrived at by the Review Committee but not included in the agreement shall be reduced to writing in the form of letters of understanding endorsed by the Union President and the Director of Human Resources.

**MIDLAND PUBLIC SCHOOLS  
PARAPROFESSIONAL HOURLY WAGE  
SCHEDULE FOR 2008-2009 & 2009-2010  
BOARD APPROVED March 23, 2009**

Category	Step	2007-08 Hired Before 7/1/1994	2007-08 Hired After 7/1/1994	2008-09 Hired Before 7/1/1994	2008-09 Hired After 7/1/1994	2009-10 Hired Before 7/1/1994	2009-10 Hired After 7/1/1994
I	1		\$ 7.78		\$ 7.86		\$ 7.86
I	2		\$ 8.56		\$ 8.65		\$ 8.65
I	3		\$ 9.37		\$ 9.46		\$ 9.46
I	4		\$ 10.12		\$ 10.22		\$ 10.22
I	5		\$ 10.43		\$ 10.53		\$ 10.53
I	6		\$ 10.71		\$ 10.82		\$ 10.82
I	7		\$ 10.89		\$ 11.00		\$ 11.00
II	7	\$ 12.38		\$ 12.50		\$ 12.50	
		<b>Off scale increase/hour</b>		<b>Off scale increase/hour</b>		<b>Off scale increase/hour</b>	
V & VI	7	\$ 0.12		\$ 0.12		\$ 0.00	

**Hourly rates for 2008-2009 reflect a 1% increase and the hourly rates for 2009-2010 reflect a 0% increase.**

1. Wages will be paid retroactive to the beginning of the 2008-09 school year for paraprofessionals employed on the date of ratification.
2. Paraprofessionals paid at rates higher than the rate specified in "Hired Before 1994-1995" Category II, Step 7, will be paid in **2008-2009** at their **2007-2008** rate plus \$.12 per hour (**\$12.50 - \$12.38 = \$.12**) and will be paid in **2009-2010** at their **2008-2009** rate.
3. Step Increase: Only those paraprofessionals employed a minimum of 140 days on a planned work schedule during the current year are eligible for a step increase in subsequent years. A minimum of 140 days in a regular school year must have been worked to qualify for a year's work experience credit and/or to qualify for a salary increment. Paid absences are considered days worked.

**MICHIGAN FEDERATION OF TEACHERS  
AND  
MIDLAND FEDERATION OF PARAPROFESSIONALS  
AND  
BOARD OF EDUCATION  
OF THE  
MIDLAND PUBLIC SCHOOLS**

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Ms. Reina M. Lorenz, President  
Midland Federation of Paraprofessionals

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Ms. Lee A. Rouse, President  
Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_