

**MASTER AGREEMENT
BETWEEN
THE LAMPHERE SCHOOLS
AND THE
LAMPHERE FEDERATION OF PARAPROFESSIONALS**

2011/2012

**The Lamphere Schools
31201 Dorchester
Madison Heights, MI 48071**

TABLE OF CONTENTS

<i>Article I - Recognition</i>	<i>page 1</i>
Bargaining Unit	page 1
Definition of Terms	
Assignment of Work	
New Positions	page 2
Fair Employment Practices	
Agency Shop	
Federation Use of School Rooms	page 5
Mail	
Announcements	
Immunizations and Tests	
Furniture and Facilities	page 6
Employee Lounge and Lavatories	
Board Agenda and Minutes	
<i>Article II - Board Rights</i>	<i>page 7</i>
<i>Article III - Personnel File</i>	<i>page 9</i>
<i>Article IV - Seniority</i>	<i>page 10</i>
Definition of Seniority	
Termination of Seniority	
Probationary Period	page 11
Most Senior Employee	
<i>Article V - Vacancies, Transfer and Promotions</i>	<i>page 12</i>
Definitions	
Right of Transfer	
Vacancies & Postings	page 13
Layoff	Page 14
Recall	page 15

Article VI - Protection of Employees *page 16*

Responsibility
Employee Physical Assault
Absence Due to Assault
Parental Concerns

Article VII - Grievance Procedure *page 17*

Definition
Purpose
Procedure
Individual Grievance **page 19**

Legal Counsel
AFT Michigan-AFT Participation
Step-Time Limits
Action of Higher Authority **page 20**

Time Spent on Grievances
Arbitration Fees and Expenses
Grievance Records
Back Pay
Discipline and Discharge **page 21**

Article VIII - Leave of Absence Without Pay *page 22*

Board Action Required
Conditions
Procedures
No Advance of Salary Schedule **page 23**
Military Leave

Article IX - Leave of Absence With Pay *page 24*

Sick Leave
Bereavement Days
Personal Business Days **page 25**
Federation Business **page 26**
Jury Duty

Article X - Schedules & Calendars *page 27*

Employee Work Schedules
Administering Medication **page 28**
Lunch Period
Extended Work Day
Break Time
Holidays
Paid Vacation **page 29**

Article XI - General *page 31*

Absence Reporting
Emergency Closing
Board Information Available to Federation
Printing and Distribution
Board Rules, Regulations and Practices **page 32**
Agreement Final
Agreement Subject to Law
Payroll Deductions
Notice of Termination **page 33**
Strike Prohibition
Waiver Clause

Article XII - Compensation *page 34*

Classifications
Insurances
Health Insurance
Dental Insurance
Long Term Disability Insurance
Group Life Insurance
Optical Insurance
Flexible Spending Account
Beneficiaries
Fringe Benefits

Wages **page 37**
Mileage Allowance

Lamphere Paraprofessional Pay Schedule **page 38**
Duration and Signature Page **page 40**

ARTICLE I - RECOGNITION

Section 1a: Bargaining Unit:

The Board recognizes the Union as the sole and exclusive bargaining representative for all full and part time paraprofessionals engaged in non-supervisory positions who are placed in the salary schedules herein, and excluding bus aides and all other employees of The Lamphere Schools. For the purpose of this agreement, the term "employees" shall mean any member of the bargaining unit.

1b: Definition of Terms:

1. The term "paraprofessionals" and/or "employees" used hereinafter in this Agreement shall refer to all employees represented by the Federation in the bargaining unit as above defined, and reference to male paraprofessionals shall include female paraprofessionals.
2. The term "Board" when used hereinafter in the Agreement shall refer to the Board of Education and the Administrators employed by the Board to carry out its directives and/or policies.
3. Wherever the title "Board of Education" is used in this Agreement, it shall refer solely to the elected and/or appointed legal body referred to as the Lamphere Board of Education.
4. Wherever the title "Federation" and/or "Union" is used, it shall mean the Lamphere Federation of Paraprofessionals or any of its affiliate organizations, i.e., AFT Michigan, the American Federation of Teachers (AFT), and the American Federation of Labor-Congress of Industrial Organizations (AFL-CIO).

Section 2: Assignment of Work:

Bargaining unit work shall not be assigned to members of other bargaining units, nor shall members of this bargaining unit be assigned work in other bargaining units. The parties agree that emergencies as determined by the Board may require some exceptions to this section.

Section 3: New Positions:

Personnel hired to fill new positions defined by the recognition clause shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this agreement.

Section 4: Fair Employment Practices:

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

Section 5: Agency Shop:

- A. The members of the bargaining unit who do not join the union shall be obligated to pay a service fee to the Union for costs incurred to negotiate and administer the Master Agreement. The members of the bargaining unit may fulfill this obligation by submitting and delivering to the Board the Check-Off Form as outlined in Section D, below, authorizing deductions of membership dues or service fees to the Union.
- B. It shall be a requirement of all members of the bargaining unit to comply with the above Section A within thirty (30) days after ratification of this Agreement by both parties and annually thereafter by November 1st of each school year. New hires shall comply with the above Section A within forty-five (45) days from the date of hire.
- C. Failure to comply with this Article regarding Agency Shop shall constitute a basis for discharge. Upon receipt of written notification from the Union of a request for termination because the employee has failed to comply with Section A above, the Board shall notify the employee that their employment with the school district shall terminate within ninety (90) calendar days of such notification by the Union.

D. Union Dues and Check-Off:

1. Check-Off - Upon filing with the employer of the written authorization form for payroll deduction designated below, signed by the employee, the employer agrees during the term of this Agreement and any extension or renewal thereof, to deduct membership dues and service fees which have been levied by the Lamphere Federation of Paraprofessionals and certified in writing to the Board within thirty (30) days after ratification of this Agreement and annually thereafter.
2. Check-Off Form - Employees must submit the following form of authorization thirty (30) days prior to deduction from a payroll check.

DATE:

*AUTHORIZATION FOR DEDUCTION OF
LAMPHERE FEDERATION OF PARAPROFESSIONAL
MEMBERSHIP DUES AND SERVICES FEES*

I hereby authorize the Lamphere Schools to deduct the sum indicated below from ten (10) consecutive paychecks.

SELECT ONE:

_____ *Dues for membership to the Lamphere Federation of Paraprofessionals.*

_____ *Service fee to the Lamphere Federation of Paraprofessionals.*

This sum is to be paid in full to the Treasurer of the Lamphere Federation of Paraprofessionals. This authorization is to continue in full force and effect until such time as my employment is terminated, a change in my assignment removes me from the bargaining unit or until this authorization is revoked by written notice from me. I further Authorize the Union Treasurer to annually change the amount and number of deductions.

Member Signature

Employee Number

Date

Dues paid to the Lamphere Federation of Paraprofessionals may not be deductible for federal income tax purposes; however, under limited circumstances, dues may qualify as a business expense.

3. Dues Remittance and Employee Lists: The Board agrees to forward such deductions to the Union for each pay period. The Board further agrees to submit a list of employees from which deductions are made. The Board agrees to provide a list of employees, their seniority date and assignments by November 1st of each school year.
4. Union Notification: The Union agrees to give written notification to the Board by November 1st of each school year of the amounts to be deducted and the number of deductions in that year under such authorization.
5. Sufficient and Excessive Deductions: The Board agrees in the event that it or its agents have been shown to have deducted insufficient amounts from any members of the bargaining unit, to increase the following deductions in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Federation agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.
6. Save Harmless: If any court of competent jurisdiction holds that this "Agency Shop" provision is invalid, illegal or unconstitutional, and from whose final judgment or decree no appeal has been taken within the time provided for doing so, then the entire Article on Agency Shop shall be null and void.

In any case or proceeding brought against the Board, each individual member, and all administrators in which an employee or employees, or any person or organization on their behalf, contest any action taken or not taken by the Board which in order to comply with provisions of this Agency Shop provision, and in which a final judgment or decree has not been appealed within the time provided for doing so, the Union agrees to reimburse the Board, promptly upon demand, for all reasonable legal fees and all expenses or suit incurred by the Board in defending itself in such action, and also for any and all damages for which the Board may be adjudged liable in such action. The Union further agrees that if it shall fail to reimburse the Board promptly for the aforesaid fee expenses and damages, the Board shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Board, until paid in full, no more than thirty (30) percent of all monthly service fees, membership dues, and dues collected by the Board of behalf of the Federation.

Section 6: Federation Use of School Rooms:

School rooms shall be available for use by the Federation for meetings before and/or after regular working hours provided that (1) such meeting occurs during the regular shift hours of the custodian for the building in question, (2) request is made to the principal not less than one (1) day in advance, and (3) there is no conflict with other activities.

Section 7: Mail:

The Federation representative shall be permitted to insert mail in the mailbox or mailboxes provided for this purpose by the Board with the understanding that each piece of mail is identified as Federation mail. The Board shall in no way be liable for any loss or damage to Federation mailed materials.

Section 8: Announcements:

The Federation may have announcements read over the school's public address system during the times that students are not scheduled for classes. The Administration shall give its approval; provided, however, that the announcements are limited to those informing the employees of a specific meeting time and/or instructions relative to papers that must be completed and returned to the Federation. In no way shall an announcement be read which is derogatory toward any group or individual.

Section 9: Immunizations and Tests:

- A. As a condition of employment upon hiring, and all members of the staff must submit evidence of recent chest x-ray or skin test showing that the person is free from tuberculosis as required by law. Employees who use the services of the Oakland County Health Department shall fall under the rules and regulations of the department which allows a test approved for a period of three (3) years. The Board will pay for skin test and/or chest x-ray, provided the tests are taken at the Oakland County Health Center.
- B. Employees shall have the option of receiving hepatitis immunization and booster shots at the Board's expense.

Section 10: Furniture and Facilities:

As deemed appropriate by the Board each work site will have furniture and facilities for use by paraprofessionals. A locked and /or separate area for coats and personal effects shall be made available to all full and part-time paraprofessionals.

Section 11: Employee Lounge and Lavatories:

The Board shall provide lavatory facilities for non-student use and at least one (1) room designated by the Administration as an employee lounge and lunchroom.

Section 12: Board Agenda and Minutes:

- A. The agenda for all public Board Meetings shall be sent to the Federation President at the time they are sent to the Board of Education.
- B. An official copy of all regular and special Board Meeting minutes shall be sent to the Federation President after formal approval by the Board of Education.

ARTICLE II - BOARD RIGHTS

- A. Board Rights -- It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board of Education, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Union either as to the taking of action under such rights with respect to the consequence of such action during the term of this agreement. Such right shall include, by way of illustration and not by way of limitation, the right to:
1. Manage and control the school's business, the equipment and operations, and to direct the working forces and affairs of the employer.
 2. Continue its right and past practice of assignment and direction of work to all of its personnel, determine the number of shifts and hours of work and starting time and scheduling of all the foregoing, and the right to establish, modify or change any work or business hours or days, but not in conflict with the specific provisions of this Agreement.
 3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or extra duties to employees (if above the employee's classification, such assignment will be temporary and of a short duration), determine the size of the work force and to lay off employees so long as such action does not conflict with the seniority and layoff and recall provisions of this Agreement.
 4. Determine the services, supplies, and equipment necessary to continue the operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, the institution of new or improved methods of changes therein, but not in conflict with the specific provisions of this Agreement.
 5. Adopt reasonable rules and regulations which are not inconsistent with accepted behavior necessary to carry out duties and responsibilities, and are not in violation of the provisions of this Agreement. The Board shall have the right to discipline, including the discharge, of any employee for taking part in any violation of this provision.
 6. Determine the placement of operations, production, service, maintenance or distribution of work and the source of materials and supplies, but not in conflict with specific provisions of this Agreement.

7. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations, but not in conflict with this Agreement.
8. Determine the size of the management organization, its function, authority, amount of supervision and table or organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.
9. Determine the policy affecting the selection, testing or training of employee, providing that such selection shall be based upon lawful criteria, but not in conflict with the specific provisions of this Agreement.

ARTICLE III - PERSONNEL FILE

This provision shall apply to all materials placed in an employee's permanent personnel file after initial employment. There shall be only one permanent file and it shall be located in the office of the Personnel Department.

- A. No material of a disciplinary nature shall be placed in the employee's file unless the employee has had an opportunity to read such material and initial the material. Should the employee not consent to initial the disciplinary material, the Personnel Department shall initial and date such material and give a copy to the employee.
- B. The employee shall have the right to answer any material filed and the answer shall be attached to the file copy.
- C. The employee may examine their file any time, upon request, and the employee shall be permitted to reproduce any such material in their file for a fee as established by the Board, not to exceed the Board's cost.
- D. Materials that employees claim to be inaccurate may be removed by mutual consent.
- E. The files shall be maintained in accordance with the Bullard-Plawecki Act.

ARTICLE IV - SENIORITY

Section 1: Definition of Seniority:

- A. Seniority shall mean the number of continuous uninterrupted years of service within the district computed from the first day the employee reported for work as a regular employee. The Board shall maintain a district-wide seniority list. It is understood that any leave of absence described in this agreement shall not be considered as an interruption of years of service. This time shall not exceed the length of the time expressed in the Leave of Absence set herein.
- B. No seniority shall be accrued or granted for work performed outside this bargaining unit.
- C. In the event of the same hire date, seniority order shall be determined by lot.
- D. There shall be no seniority among probationary employees except as provided in Article IV, Section 3.

Section 2: Termination of Seniority:

Seniority shall terminate and the employee shall be removed from the seniority list for the following reasons.

- A. The employee resigns.
- B. The employee retires.
- C. The employee is discharged and the discharge is not reversed through the Grievance Procedure set forth in this Agreement.
- D. The employee is absent from work for three (3) consecutive working days without notifying the Board and fails to give explanation for the absence and the lack of notice which are satisfactory to the school administration.
- E. The employee violates any procedure and/or conditions of the Leave of Absence provisions set forth in this agreement, which includes giving false reason.
- F. The employee has been granted a settlement for permanent/total disability.
- G. The employee is on layoff for a period of time equal to their seniority, but not more than two years.

Section 3: Probationary Period:

- A. All new employees will serve a ninety (90) working day probationary period and shall not include school closings, school vacations and holidays. Probationary days shall only be counted during an employee's work year. New employees, while in their probationary period, may be discharged by the Board and this decision shall not be subject to the grievance procedure. Upon successful completion of the probationary period employees shall attain seniority status and their names shall be entered on the seniority list with their seniority dating from date of hire. During probationary period, employees shall not be eligible for paid sick leave days, personal business days, holiday pay, vacation days, emergency closing (snow days) or benefits outlined in Article XII.
- B. In the event an employee moves to a new position it shall be on a trial basis for twenty-five (25) work days. During the trial period either the employee or the Board shall have the option of returning the employee to their former position. This decision shall not be subject to the grievance procedure.

Section 4: Most Seniored Employee:

The Federation president shall be designated as the most seniored employee in his/her classification during her/his term of office. Such seniority shall only relate to the layoff and recall provisions of this agreement, and shall pertain to only the current Federation president.

ARTICLE V - VACANCIES, TRANSFERS, AND PROMOTIONS

Section 1: Definitions:

- A. Transfer - A change in position or work location within the same classification. Probationary employees shall not be eligible to transfer.
- B. Transfer Request - Written application for a transfer
- C. Vacancy - A position shall be considered vacant should any of the following conditions occur:
 - 1) An employee retires, resigns, or is discharged.
 - 2) An employee is granted a leave of absence or paid sick leave for a period in excess of three (3) months or longer.
 - 3) An employee is awarded another position in the bargaining unit.
 - 4) The Board adds a new position within the bargaining unit.
- D. Posting - Written notification of a vacancy.
- E. Bid - is an application for a posted vacant position.
- F. Promotion - is a change in an employee's classification which results in additional compensation and duties. All promotions shall occur as a result of a vacancy.

Section 2: Right of Transfer:

It is understood that the term "transfer" refers to movement within a classification (Article V, Section 1A), and that a transfer request will take precedence over any promotional request regardless of seniority.

- A. To be eligible for a transfer, an employee must submit a written request to the personnel department between January 1 and March 1. Such application shall be valid for one (1) year from the date of application. Requests received after March 1 will be considered untimely and as such will be invalid.
- B. When two or more employees apply for the same transfer, seniority shall prevail provided the employees meet the minimum qualifications for the vacancy and have performed satisfactorily for the past 12 months in his/her present position. Satisfactory performance shall mean the absence of written disciplinary actions in the employee's personnel file.

- C. An employee shall be ineligible to transfer during:
 - 1. His/her probationary period.
 - 2. The period between acceptance of a transfer and placement on the job.
 - 3. The period between placement on the job and the following September 1.
- D. An employee may not withdraw a transfer request after being notified the transfer request has been granted, unless mutually agreed to be the administration.
- E. Two or more employees may exchange positions if there is mutual agreement between the administrators involved.
- F. If a bargaining unit member is working in a position as a result of layoff, consideration shall be given, at the HR administrator's discretion, to allow the member to transfer to another position, should one become available within a year. If the transfer is rejected, a written explanation will be given to the employee.

Section 3: Vacancies and Postings:

- A. It shall be understood that the Board shall notify the Union when a vacancy exists.
- B. A vacant position within the bargaining unit will be posted no later than two (2) months after the position is officially vacated. The Board shall post the vacancy within the bargaining unit for a period of five (5) working days. The posted notice shall set forth the job title, the classification, hourly rate, hours, location, and minimum qualifications for the job. Employees must apply within the five (5) working day posting period in order to be given consideration for the vacancy.
- C. Employees who wish to be notified of vacancies that occur during the summer recess must submit a written request to the personnel office prior to the beginning of the summer recess.
- D. Each vacancy shall be filled by the most senior bidder provided the employee meets the minimum qualification for the job and has performed satisfactorily for the past twenty-four (24) months in his/her present position. Satisfactory performance shall mean the absence of written disciplinary actions in the employee's personnel file.
- E. Employees shall be ineligible to bid on a job during:
 - 1. His/her probationary period unless no bids are submitted and received and the employee has been performing satisfactorily in his/her current position.
 - 2. The period between awarding a bid and placement on the job.

3. The period between placement on the job and the following September 1st.
 4. The period of time prior to the completion of training required by the Board such as CPR, first aid, allergy awareness training and/or other training as required or deemed an essential job function.
- F. New jobs in the bargaining unit may be created by the school administration. The Union will be notified upon the creation of a new job and the parties shall meet at the Union's request to negotiate wage rates for the particular job, and to establish the rate at the appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) working days, which shall include at least three (3) meetings, then it shall be filled in the prescribed manner at the rate proposed by the administration. This rate shall be a temporary rate and shall continue in effect until agreement is reached. A final agreement on the wage rate shall be made retroactive to the starting date of the employee on the new job.

Section 4: Lay-Off:

- A. Reductions in the work force deemed necessary by the Board shall result in a lay-off notice to member(s) of the bargaining unit. The lay-off notice shall be delivered as soon as possible but no later than five (5) working days prior to the effective date of the lay-off.

The employee must respond in writing within seven (7) working days following notification of lay-off to inform the Board which of the four options he/she chooses.

Lay-off options are as follows and, once notification of such option is received by the Board, cannot be changed. Failure to notify the Board within the above timeline shall result in a lay-off for the employee.

1. Bump the lowest seniority employee in a position for which he/she is qualified within his/her classification.
 2. Bump the lowest seniority employee in a position for which he/she is qualified in a lower classification.
 3. Bump the lowest seniority employee in a position for which he/she is qualified within his/her present program or building. (Example: Lamphere Center employee may bump the lowest seniority employee within Lamphere Center; an Edmonson Learning Ladder employee may bump the lowest Edmonson Learning Ladder employee; a Resource Room employee may bump the lowest Resource Room employee).
 4. To be laid off.
- B. Placement into new positions shall not take place until the bumping process has been finalized.

Section 5: Recall:

- A. When openings occur, employees who have been affected shall be recalled in the reverse order in which they were released provided, however, that each person recalled shall meet the qualifications for the position available.
 1. As openings occur, the Board shall contact each qualified person on the recall list by registered letter. Such letter shall indicate the qualifications for the position open and a deadline for a written response of interest from the employee. The deadline shall be no less than five (5) working days from the receipt of the letter. It shall be the responsibility of the employee to supply the Board with a current mailing address and telephone number and any additional qualifications they may have acquired since lay-off.
 2. The position shall be awarded to the highest seniority employee who responds to the letter within the time limits as stated above. Employees who refuse the position or fail to respond within the required time shall be considered a resignation from the District.
 3. An employee may refuse only work opportunities which are not monetarily equitable with their previous position. A refusal for this reason only shall permit the Board to continue recall rights for said employee.

ARTICLE VI - PROTECTION OF EMPLOYEES

Section 1: Responsibility:

Both the Board and the Union agree that student behavior is the prime responsibility of the certified professional teacher and/or supervisor and the administration. Members of this bargaining unit, as members of the educational team, are expected to assist and implement those procedures designed to encourage appropriate student behavior.

Section 2: Employee Physical Assault:

Any case of physical assault upon an employee in the course of their employment shall be promptly reported by the employee to the principal or director of the school. At the request of the employee involved, the Board will provide and pay for an attorney to advise the employee of their rights and obligations with respect to such physical assault; provided that the Board, or its representative, determines that the employee was acting in accordance with and within the scope of Board policy.

Section 3: Absence Due to Assault:

Any absence by the employee because of physical assault upon said employee and has been determined by the Board or its representative that the employee was acting in accordance with and within the scope of Board policy shall be entitled to the following benefits:

- A. Such absence shall be fully excused.
- B. Such absence shall not reduce the employee's sick day allowance or bank.
- C. The employee shall receive full salary or the difference between full salary and compensation benefits which are in lieu of salary.

Section 4. Parental Concern:

- A. Any concern of a parent regarding an employee which a principal or director feels may have validity shall be promptly called to the attention of the employee involved.
- B. If an administrator feels that a parental concern may have validity and may lead to disciplinary action, the reasons for any scheduled parent conference shall be discussed with the employee prior to having a meeting with the employee and parent. The employee shall have the right to Union representation.

ARTICLE VII - GRIEVANCE PROCEDURE

Section 1: Definitions:

- A. The term "grievance" shall be interpreted to mean a complaint by an employee(s) or by the Federation in its own behalf alleging that there has been a violation, misinterpretation, or misapplication of one or more specific provisions of this Agreement.
- B. The term "days" when used in this Article shall, except where otherwise indicated, mean working school days. During the summer vacation when school is not in session, "days" shall mean weekdays.

Section 2: Purpose:

The primary purpose of the procedure set forth in this section is to secure, at the lowest level possible, equitable solutions to the problem of the parties.

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any member of this bargaining unit having a grievance to discuss the matter informally with any appropriate member of the administration.

Section 3: Procedure:

When agreement is reached at Level One or Level Two or Level Three, the agreement shall be reduced to writing and both parties shall sign it. The Federation will be furnished with copies of all decisions by the Superintendent or designee in connection with the grievance procedure.

A. Informal Meeting:

The parties agree that before initiating Level One of the grievance procedure, as outlined below, within seven (7) days of the action upon which the grievance is based, the grievant will informally discuss the matter with the appropriate administrator with or without a Federation representative present as the grievant sees fit.

B. Level One:

If having failed to receive satisfaction, according to the terms spelled out above, the grievant shall put their grievance in writing and it shall be submitted to the principal or director within seven (7) days "of the action upon which the grievance is based." The principal shall make their decision known, in writing, within five (5) days after receiving the grievance. A copy of the decision shall be sent to the President of the Federation and to the employee.

C. Level Two:

If the Federation is not satisfied with the disposition at Level One, the grievance shall be submitted by the Federation to the Superintendent or designee with five (5) days. The Superintendent or designee shall process the grievance in one of the following ways:

1. The Superintendent or designee shall meet with the Federation within five (5) days after receipt of the grievance and shall indicate their disposition to the Federation within five (5) days after such meeting.
2. The Superintendent or designee shall inform the Federation within five (5) days after receipt of the grievance that a meeting with the Board of Education and the Federation shall take place in executive session immediately following the next regularly scheduled Board meeting. The Board shall indicate its disposition of the grievance, in writing, to the Federation within five (5) days after such meeting.

D. Level Three:

If the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator; provided, however, notification of intent to pursue arbitration is submitted, in writing, to the Board within five (5) days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accordance with its recommendation, which shall likewise govern the arbitration proceeding. Provided the Board or its designee has given its consent, the Union may elect submit the grievance to the American arbitration Association under their rules and regulations governing and controlling the expedited proceedings. The Board and the Federation shall not be permitted to present in such arbitration proceeding any grounds or to rely on any evidence not previously disclosed to the other party. Any decision rendered by the arbitrator shall be binding upon the parties to this Agreement.

(a) Powers of the Arbitrator: The arbitrator's power shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement. The arbitrator shall have no power to add to or subtract, disregard or alter any of the terms of this Agreement, nor shall the arbitrator substitute their judgment to that of the parties.

Section 4: Individual Grievance

If the employee does not wish to be represented by the Federation, the employee may pursue Levels One and Two only as outlined in this Article without such representation. However, in so doing, the individual employee will be responsible for any costs incurred. Only the Federation may pursue grievances to Level Three.

- A. The administration agrees to inform the Federation upon receiving an individual grievance as to the day, time and place for meetings, conferences or hearings. Such meeting cannot take place in the absence of the Federation unless the Federation, in writing, has waived its right to be present.
- B. If the individual presents a grievance in their own behalf, the individual shall not be accompanied nor represented by an officer, executing delegate, representative or agent in any capacity of any organization other than the Federation (except as stated elsewhere with regard to legal counsel).

Section 5: Legal Counsel:

Any party to a grievance shall have the right to representation by legal counsel; provided, however, that said counsel shall not be employed by or under retainer to or represent any employee group or rival organization other than the Federation.

Section 6: AFT-Michigan/AFT Participation:

A representative of the AFT Michigan and the AFT may participate at any level of the grievance procedure.

Section 7: Step-Time Limits:

Failure of the employer at any step of the grievance procedure to render their decision on a grievance within the specified time limits for that level shall result in the employer granting the grievance and the relief sought by the employee. Failure of the employee to process their grievance within the specified time limit for that step shall be deemed a withdrawal of the grievance without prejudice.

- A. The only exception that is permitted under this section is when both parties have clearly extended the time period in writing.
- B. In the event a grievance is filed after May 1 of any year and the strict adherence to

the time limits may result in hardship to any party, the Superintendent and the Federation shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

Section 8: Action of Higher Authority:

If a grievance arises from the alleged action of authority higher than the principal of a school, the grievance may be presented at the appropriate level of the grievance procedure.

Section 9: Time Spent on Grievances:

Any time spent by an employee submitting a grievance at hearing or otherwise in connection with the grievance procedure shall be without pay and said hearings and meetings will be after regular working hours, unless agreed to otherwise by the parties.

Section 10: Arbitration Fees and Expenses:

The fees and expenses of the arbitrator shall be shared equally by the parties. Expenses of a witness shall be paid by the party calling the witness.

Section 11: Grievance Records:

A record of participation in any grievance process shall not become part of the personnel file of any employee.

Section 12: Back Pay:

Whenever the Board shall be required to make back pay adjustments as a result of decisions rendered in the grievance process, the following shall apply:

- A. Back pay awarded during the life period of this agreement shall be applicable.
- B. Back pay awarded for the period of one (1) year before ratification of this agreement shall be applicable; however, such claims shall not be honored beyond the expiration of the first year of the current contract period.
- C. The Board shall not be obligated for back pay outside limits of A and B above.

Section 13: Discipline and Discharge:

- A. In the event an employee is disciplined or discharged and believes that they have been unjustly disciplined or discharged, the employee may process his/her complaint through the grievance procedure herein. Discharge during the probationary period for new employees cannot be subject to the grievance procedure.
- B. In the event it should be decided under the grievance procedure and before the arbitration procedure is instituted that the employee was unjustly discharged, the Board shall reinstate such employee with full seniority and lost wages for the period of the discharge.

ARTICLE VIII - LEAVE OF ABSENCE WITHOUT PAY

Section 1: Board Action Required:

- A. The Board may grant employees of this bargaining unit who have met certain criteria and procedures, as outlined in this Article, a leave of absence without pay. Each request for an unpaid leave of absence will be considered by the Superintendent or his designee on the individual merits of the request. All applications for a leave shall be submitted in accordance with the provisions of this Article. The particular circumstance surrounding each leave will be reviewed by the Superintendent or his designee with the understanding that the decision will be final and not subject to the grievance procedure, nor shall any decision in any way establish a precedent.

Section 2: Conditions:

1. Employees shall be eligible to apply if their average work week shall exceed twenty hours per week and shall have been employees of the district for a period of two (2) years.
2. The basic leave shall be for a period of one year and eligible for renewal of an additional year.
3. Short-term leaves for a period of less than one (1) year may be considered with the understanding that only one extension may be considered by the Superintendent or his designee. The maximum extension shall be for one (1) year.
4. An employee who shall end a leave within three (3) months shall be entitled to the position they had prior to the leave. An employee who shall take a leave longer than the three (3) month period shall be entitled to a position within the same classification they were in prior to leave upon return from said leave of absence.
5. An employee on leave may pre-pay the health insurance premium for a period of 12 months or the time allowable by the insurance carrier whichever is less. The employee must pay the Board the amount of the premium ten (10) days prior to the Board's due date for submission to the insurance company.

Section 3: Procedures:

1. An eligible employee desiring the leave of absence shall submit their request to the Superintendent or his designee at least thirty (30) days prior to the start of the leave. The exact dates of the leave and the reason for the leave shall be part of the written request.

2. Employees must give the Superintendent or his designee written notification at least sixty (60) days prior to the end of the leave of their availability to return and that their leave will terminate. Failure to notify the Superintendent or his designee of the employee's availability to resume work shall be interpreted as a resignation from the district by the employee.

Section 4: No Advancement of Salary Schedule:

While an employee is on leave, there shall be no advancement on the salary schedule.

Section 5: Military Leave:

A military leave of absence shall be granted to employees who are inducted or enlist in any branch of the U.S. Armed Forces. Reinstatement shall be in accordance with the conditions and procedures of this provision and evidence of an honorable or general discharge from the military service must precede reemployment.

ARTICLE IX - LEAVE OF ABSENCE WITH PAY

Section 1: Sick Leave:

- A. After completion of the probationary period, the employee shall earn one (1) day per month worked to be used as sick leave. Sick leave shall be used for personal illness or for illness in the immediate family including husband, wife, son, daughter and any dependent relative living with the employee.
- B. Employees shall be credited with a service accumulation for sick leave purposes on July 1st of each school year equal to the number of unused days of the sick leave allowance for that year. Service accumulation may continue without limit for each employee.
- C. Conditions:

The privileges stated in this section are expressly conditional upon the following requirements:

- 1. In the case of an emergency nature such as personal illness or illness in the immediate family, notification of the absence must be given to the Board as prescribed by the Board at least one (1) hour and thirty (30) minutes before the employee normally reports for work. Failure to meet this requirement may result in forfeiture of pay for the day at the discretion of the Superintendent or his designee.
- 2. Beginning with the eleventh (11) consecutive day of absence, the employee will provide the Office of Human Resources with a statement signed by a registered physician stating the nature of the employee's disability and the approximate date of return to duty.
- 3. If an employee's absence because of personal illness exceeds ten (10) consecutive working days, the employee shall file in the Office of Human Resources before returning to duty, a physician's certificate of readiness for return to duty.
- 4. Employees who exhaust all of their available leave days and are off work without pay, and are not on an approved Family Medical Leave or leave of absence without pay from the district, shall reimburse the District for the pro-rated cost of their healthcare benefits for each unpaid absence. The cost shall be deducted from the employee's pay check.

Section 2: Bereavement Days:

Classifications 100, 120 and 130 shall be provided bereavement days in the amount of two (2) days for attendance at a funeral of the employee's spouse, mother, father, sister, brother, children (includes step-children), grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather, son-in-law, daughter-in-law and grandchildren.

Section 3: Personal Business Days:

Classifications #120 and #130 shall be provided personal business days in the amount of three (3) days per year provided the employee shall receive prior approval for each personal business day on form LS15A, with the reason stated. If an employee starts later in the school year, personal business days will be prorated.

Personal business days must be applied for a week in advance, whenever possible for the Superintendent's approval or that of the designated representative. Personal business is defined as business of a personal nature which cannot be transacted at times other than during the employee's normal working hours. Personal business shall cover the following areas.

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year.

1. Court cases, government or other legal business.
2. Moving.
3. Religious observance of an IRS approved tax-exempt religion; provided, however, such day is deemed a high holy day and requires the employee's absence from work.
4. Death of a person, not in the immediate family, but deemed especially close by the applicant.
5. Marriage of the employee or a member of the immediate family.
6. Matters of an emergency nature allowable at the discretion of the Superintendent or the designated representative.
7. Scheduled medical diagnostic tests.
8. Appointments pertaining to educational matters which must be made during school hours.
9. Graduation from school or college of members of the immediate family.
10. Parental Leave: Matters pertaining to the adoption of children and birth of spouse's child.

At the end of the school year, the Board shall add any unused portion of the three (3) day personal business allowance to the individual's sick leave accumulation for the ensuing year.

Section 4: Federation Business:

- A. The Board will provide forty-two (42) hours for Federation business. When possible, the Federation will notify the Superintendent or designee that a Federation Day will be used five (5) working days in advance submitted thru AESOP for federation business. In the event that the nature of the Federation business prevents five day notification, the Federation President will notify the Superintendent or designee, by phone or in person, no later than ninety (90) minutes prior to the start of the school day. The Superintendent or designee will make arrangements to cover assignments when necessary.
- B. At times, it may become necessary for the Federation President and/or designees, with the consent of the Superintendent or designee, to be released from classroom duties to handle urgent school problems.
- C. If the necessity to miss a scheduled class is made by the administration then such time shall not be deducted from the allotted Federation hours.

Section 5: Jury Duty:

Eligible full time employees called for jury duty shall be paid the employees' regular salary for time lost from work duties. However, the employee shall return to the Board any other compensation for performance of such duties. Eligible employees shall be employees who work twenty-five (25) or more hours per week.

ARTICLE X - SCHEDULES & CALENDARS

Section 1: Employee Work Schedules:

Classification 100: The regularly scheduled work day shall be 2 hours per day. Paraprofessionals will work days in which there is a scheduled student lunch program. Paraprofessionals shall report at the time designated as the start of their shift and may leave at the time designated as the end of their shift.

Classification 120: Shall report 15 minutes prior to the beginning of student contact time and may leave 15 minutes following the end of student contact time. The regularly scheduled paid work day for Class #120 shall be two (2) to six (6) hours, except for the infant toddler program.

The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Learning Ladder Summer Camp 120 paraprofessionals, with the exception of the preschool and childcare staff, are allotted 6 hours to complete summer daily schedule of activity plans. Paraprofessionals shall be paid for additional hours worked, outside the normal work day, which are preapproved by the administrator.

Classification 130: With the exception of Lamphere Center and Learning Ladder Leaders, Classification 130 shall report 15 minutes prior to the beginning of the student day and may leave 15 minutes following the end of the student day. The regularly scheduled paid work day shall be consistent with the hours scheduled for students in a given building.

Lamphere Center 130's: Shall report 20 minutes prior to the beginning of the student day and may depart 15 minutes following the end of the student day and will be provided with 30 hours of professional development time annually.

Learning Ladder Leaders shall report 15 minutes prior to student contact time and may leave 15 minutes following the end of student contact time.

The work year shall be consistent with the days in which students in that program are in attendance in a given building.

Employees who work in twelve month positions shall be notified of their tentative summer hours for a given year no later than May 15 of that year.

Section 2: Administering Medication:

All staff authorized to administer medication will receive training in accordance with the law and board policy.

Section 3: Lunch Period:

Employees who work six (6) or more consecutive hours will receive an unpaid, duty-free lunch period of not less than thirty (30) minutes.

Section 4: Extended Work Day:

When employees are required to report before or after the regularly scheduled workday, they shall be compensated. Such compensation shall be at the regular hourly rate except when the total hours per week exceed forty (40) hours, which shall result in compensation at one and one half (1-1/2) times the regularly hourly rate. Employees may be required to work an extended shift, not to exceed 2.5 hours, in the event that the child/staff ratio has not been met. The provisions outlined in Article X, Section 6 (B) shall apply. Any member of the unit who is required to work on a Saturday or Sunday will be paid at one and one-half (1 ½) times the hourly rate.

Section 5: Break Time:

- A. The parties agree that break times are desirable. However, Learning Ladder program requirements interfere with scheduling breaks. This section shall include Learning Ladder wherever feasible.
- B. Each employee shall receive one (1) paid fifteen (15) minutes break daily. To be eligible, an employee must work a minimum of six (6) hours daily.

Section 6: Holidays:

- A. The following days have been designated as paid holidays for eligible employees for this bargaining unit:
 - 1. Independence Day
 - 2. Labor Day
 - 3. Thanksgiving Day
 - 4. Day Following Thanksgiving
 - 5. Day Before Christmas Day
 - 6. Christmas Day
 - 7. New Year's Eve
 - 8. New Year's Day
 - 9. Good Friday
 - 10. Monday Following Easter – if school is not in session. If school is in session, the employee shall be awarded one floating holiday which may be taken on a mutually agreeable day.
 - 11. Memorial Day
- B. Employees shall be paid for the holiday that occurs during their period of continuous employment. For example, employees who do not work during the

month of July shall not receive holiday pay for Independence Day, but they will be entitled for all holidays that fall within their yearly employment.

- C. Eligible employees shall be deemed those who have completed their probationary period and must have worked the last regularly scheduled workday before and the first regularly scheduled work day after each holiday.

Section 7: Paid Vacation:

Classification #120 and #130 employees hired before July 1, 2008 shall be entitled to paid vacation allowances outlined in this Article.

Full time, less than 12 month employees, hired effective July 1, 2008 or later, shall not be eligible for vacation pay.

- A. Probationary employees shall not earn vacation allowances during the period of his/her probation. No vacation allowance shall be earned while an employee is on a leave of absence.
- B. Each employee covered by the provisions of this article shall earn a vacation allowance of one (1) day for each month worked. The following longevity schedule shall apply to employees who have completed six (6) or more continuous years of service to the District.
 - 1) Longevity Step 1: After six (6) continuous years of services to the district, the employee shall earn 1.25 days per month of vacation allowance.
 - 2) Longevity Step 2: After twelve (12) continuous years of services to the district, the employee shall earn 1.5 days per month of vacation allowance.
 - 3) Longevity Step 3: After eighteen (18) continuous years of services to the district, the employee shall earn 1.67 days per month of vacation allowance to a maximum of (20) days.
- C. Vacations shall be scheduled on a building basis in accordance with the following procedure:
 - a) Employees shall use earned vacation time during the winter or spring recess or at other times when school children are not in session. This provision does not preclude the opportunity for the Board to consider vacation requests for other times of the year, provided that in all such matters, the Board's decision shall be final.
- D. An employee who is laid off or retires shall be paid within a reasonable time thereafter for any unused vacation days.
- E. The Learning Ladder Office will notify paraprofessionals by May 15 of their summer work schedule. Paraprofessionals must notify the LL office no later than May 22 of their summer vacation schedule.

- F. Applications for winter recess, mid-winter recess, and spring recess must be submitted by October 1st. Results will be made known no later than October 25.
- G. Application for the same time period shall be decided in the basis of seniority.
- H. Vacation requests made after the above given deadlines will be scheduled in the order received.
- I. In all vacation requests, the Board's decision shall be final.

ARTICLE XI – GENERAL

Section 1: Absence Reporting:

All employees shall report their unavailability for duties on any particular day as soon as possible and at least one (1) hour and thirty (30) minutes before their scheduled starting time. Employees shall be informed of the telephone number they may call to report unavailability for work.

Section 2: Emergency Closing:

When, in the judgment of the Superintendent or the Superintendent's designee, hazardous weather conditions prevent the opening of school, employees who work in ten (10) or eleven (11) month programs shall not be required to report to work. When mechanical failures or breakdowns necessitate the closing of any particular school, in the judgment of the Superintendent or the Superintendent's designee, attendance of employee will not be required in the building or buildings so affected. However, employees may be required to fulfill or complete the workday in another building. Time lost by employees in connection with any incident mentioned in this Section shall not be charged against the employee, but the employee may be required to work additional days, without additional compensation, to make up for the time so lost; provided, that such make up days are required to qualify for State Aid, or by Statute.

Learning Ladder Programs:

When the district is closed due to hazardous weather conditions, two (2) Learning Ladder Centers will be closed. Learning Ladder staffing for inclement weather days will be determined by the administration and shall require at least one staff member from each building to be in attendance. (For example, if Edmonson is closed and Simonds is open, a para from both buildings will be scheduled to be attendance at Simonds.) The staffing schedule will be developed on a rotating basis.

Section 3: Board Information Available to Federation:

The Board agrees to provide the Federation, upon request, copies of all compiled and published information concerning the financial resources of the district, budgets, and allocations, student enrollment data and employee personnel statistics and any information necessary for the Federation to process any grievance, and/or necessary for the enforcement and supervision of this Agreement, except for information contained in the personnel files which is deemed to be confidential. This information shall be forwarded to the Federation President or Treasurer upon the request of the Federation. The Federation shall be responsible for all costs, if any, in complying with this request.

Section 4: Printing and Distribution:

The Board shall provide the Union with a printed copy of the Collective Bargaining Agreement for each of the building representatives, each of the Union officers and an additional ten (10) copies. The Board will also provide each Union member access to a copy of the Collective Bargaining Agreement via CD, web page link or e-mail.

Section 5: Board Rules, Regulations and Practices:

This agreement shall supersede any rules, regulations or practices of the Board which shall be contrary or inconsistent with the terms of this Agreement. The provisions of this Agreement shall be considered a part of the established policies of the Board. All persons hired to do the work of this bargaining unit shall be employed according to the provisions of this Agreement.

Section 6: Agreement Final:

This agreement supersedes and cancels all previous agreements, verbal or written, or bases on alleged past practices, between the Board and the Federation and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 7: Agreement Subject to Law:

This agreement is subject in all respects to the laws of the State of Michigan with respect to the powers, rights, duties and obligations of the Board, the Federation, and employees in bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void as inoperative, however, all other provisions of this agreement shall continue in effect. In cases where a provision shall be voided and make inoperative as spelled out above, both parties agree to meet immediately to renegotiate the voided provisions.

Section 8: Payroll Deductions:

Employees may request, in writing, that deductions be made from their pay for the following purposes:

1. Income Protection Insurance mutually approved by the Board and the Federation.
2. Health Insurance
3. United Foundation
4. M.S.G.C.U. Teacher's Credit Union
5. Federation-Assessment and fee's (LFP, AFT-Michigan, AFT) and C.O.P.E. deductions.
6. Various annuities as approved by the Board and requested by the Federation per Board policy.
7. Others upon mutual agreement.

Section 9: Notice of Termination:

Between February 1 and April 1 of the year in which the contract expires, either party may request, in writing, that formal negotiations begin for the new agreement. Negotiations for the new agreement must commence within 20 days from the receipt of the request.

Section 10: Strike Prohibition:

The Federation recognizes that the statutes of the State of Michigan confer upon public employees and their organizations the duty to maintain and continue the operation of the public schools, without interruption or interference due to strikes. Accordingly, the Federation agrees, on behalf of itself and on behalf of all those whom it represents as follows:

1. The Federation will not authorize, sanction, condone, participate in or acquiesce in nor will any member of the bargaining unit take part in any strike during the life of this agreement which is defined "the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for any purpose."
2. In the event of any strike in violation of this agreement or of the law, the Federation will take any and all action reasonably within its power to bring the strike to an end.
3. It is further agreed that any employee who strikes in violation of this agreement shall be disciplined by any penalty up to and including discharge.

Section 11: Waiver Clause:

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 or matter not removed by law from the area of collective bargaining, and that the understandings and agreements are set forth in this Agreement. Therefore, the Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement.

ARTICLE XII - COMPENSATION

Section 1: Classifications:

- #100 Lunch Room Support
- #120 Learning Ladder Support
- #130 Special Education
 - Chapter I
 - Instructional Support
 - Learning Ladder Leaders
 - Media/Technical Support

Section 2: Insurance:

A. Health Insurance/Coverage:

All eligible #130 paraprofessionals hired after September 10, 2010 shall be eligible for single care healthcare benefits. Co-pays, deductibles and premiums shall apply as outlined in Article XII, Section A. The paraprofessional will have the option of purchasing coverage for eligible dependents.

The Board shall pay the health insurance premium for employees hired before July 1, 2008 and their dependents as provided in this Section.

All eligible employees hired after July 1, 2008 shall pay the designated amounts as outlined in Article XII Section A making them eligible for the benefits provided in this section, however, a married employee's spouse shall not be eligible in the Board plan if the married employee's spouse is eligible for paid health insurance in the course of the spouse's employment. The employee shall be required to provide evidence of the spouse's lack of health insurance eligibility as required by the administration. If the employee's spouse is eligible to receive health care, then the district will cover only the employee and eligible dependent children.

1. Employees listed below who shall meet the eligibility requirements of the insurance carrier shall be eligible for the following:

Classification #130

Health coverage will be offered through a healthcare provider of the district's choice and will be provided to all eligible employees.

The annual deductible for medical coverage shall be \$350/\$550.

Premium Sharing:

All paraprofessionals shall contribute toward monthly premium co-pay for health coverage as follows for employees hired on or prior to June 30, 2010:

- Single person \$150/Month
- Two person \$250/Month
- Full family \$325/Month

Co-pays shall be applied as follows:

- \$30 – Office co-pay (applied to the deductible)
- \$50 – Urgent care co-pay (not applied to the deductible)
- \$40 – Chiropractic care co-pay (not applied to the deductible)
- \$100 – ER co-pay – (waived if admitted) (not applied to the deductible)

The drug riders shall be as follows:

- \$5 for generic
- \$20 for preferred and
- \$40 for brand name drugs

2. In the event that at least two (2) eligible employees choose to forego their health and/or dental insurances, the Board shall provide the employee with a yearly payment according to the following:

COVERAGE ELIGIBILITY ANNUAL AMOUNT

<u>Drop Only Health</u>	<u>Drop All Three: Health, Dental, Vision</u>
Full Family \$1,000	\$1,100
Two Person \$ 900	\$1,000

In the event that a least six (6) eligible employees choose to forego their health and/or dental insurances, the board shall provide the employee with a yearly payment according to the following:

Coverage Eligibility Annual Amount

<u>Drop Only Health</u>	<u>Drop All Three: Health, Dental, Vision</u>
Full Family \$1,500	\$1,600
Two Person - \$1,200	\$1,300

The paraprofessional must declare their option during the open enrollment period. Payment will be made in one lump sum in the last pay of December.

B. Dental Insurance:

The Board shall provide full-family dental insurance for the employees in Classification 130 meeting the eligibility requirements of the insurance company as follows:

- a. Diagnostic -75% \$1,000 yearly limit
- b. Restorative -75% \$1,000 yearly limit
- c. Prostheses -75% \$1,000 yearly limit
- d. Orthodontics -75% maximum lifetime of \$500

C. Long Term Disability Insurance:

The Board shall provide a long term disability insurance plan for employees meeting the eligibility requirements of the insurance carrier for full time employees in Classifications #120 and #130. This plan will be for 60% of monthly earnings not to exceed \$1200.00 per month to the employee who is

unable to work as a result of sickness or injury. The benefits shall commence after ninety (90) days of illness or disability to age sixty-five (65). This insurance will be an integrated benefit with the Michigan Public School Employee's Retirement System, Federal Social Security Act, Veteran's Benefits, or such pensions.

Group health insurance premiums, as described in Article XII, Section 2A, of this agreement which were being paid by the Board prior to the commencement of long-term disability insurance payments may be continued as provided:

- A) The employee notifies the employer of the intent to continue health insurance.
- B) The Board will pay 50% of the single-subscriber health care premium and the employee will be responsible for 50% of the premium.

The maximum period of extended payments by the Board will be 12 months; or until the employee returns to work; or the employee obtains other coverage, whichever occurs first. Group health insurance will be provided by the Board's current carrier.

D. Group Life:

- 1) The Board shall select and support the cost of group life insurance for employees meeting the eligibility requirements of the insurance carrier in the following amounts.

Classification #130, #120. . . \$20,000

- 2) The policy shall provide for double indemnity for accidental death and dismemberment.

E. Optical:

The Board shall provide optical insurance for employees in Classification #120, and #130 who meet the eligibility requirements of the insurance carrier. The plan will be as provided by Michigan Employee Benefit Services (MEBS) or comparable coverage.

F. Flexible Spending Account

A Section 125 Flexible Spending Account will be provided for the purpose of allowing employee payroll deductions for certain medical and dependant care expenses.

G. Beneficiaries:

In the event that the family status of an employee changes in the course of his/her employment with the Board, it shall be the responsibility of the employee to inform the Board of such change for insurance purposes. This notification shall be in writing to the Board in order to initiate a change in the existing coverage.

H. Fringe Benefits:

The Board shall support the full cost of the mandatory contribution to the Michigan School Retirement System.

Section 3: Wages:

A. Method of Pay:

- 1) Employees shall have the opportunity to receive their pay in one (1) of the following four (4) ways; provided, however, written notification is made to the Lamphere payroll office two (2) weeks prior to the issuance of the first paycheck in September of each year.
 - a) The employee may elect to receive their yearly salary in twenty-one (21) installments.
 - b) The employee may elect to receive their yearly salary in twenty-six (26) installments, with the final school year paycheck in June to contain a lump-sum payment for the summer months.
 - c) The employee may elect to receive their yearly salary in twenty-six (26) installments throughout the twelve month period, (September through August); provided, however, that the employee who elects this option must provide the payroll office with a summer address by June of each year.
 - d) The employee may elect to have their yearly salary paid via automatic deposit through any bank or credit union offering such service.
 - e) Employees hired after July 1, 1991, shall receive their annual step increment pay increase on the anniversary of their date of hire. Eligible employees hired prior to July 1, 1991, shall receive their annual Step increment pay increase on July 1 of each new contract year.
2. When the last payday of the employee's work year is scheduled for a Friday that preceded the conclusion of the work year by six (6) days or less, the Board shall reschedule this payday to the last work day for the employee.

B. Mileage Allowance:

Employees given authorization to use their cars in the course of carrying out their individual work assignment will be paid at the IRS allowance for that school year.

C. Pay Scale 2011/2012

Proposed 2011/2012 Paraprofessional Salary Schedule			
Class	Step	2011/2012 Rates 2% Reduction	Salary Scale for Employees Hired after September 10, 2010
100			
	0	\$8.83	\$8.20
	1	\$9.01	\$8.36
	2	\$9.14	\$8.53
	3	\$9.32	\$8.70
120			
	0	\$9.12	\$8.47
	1	\$9.49	\$8.66
	2	\$9.85	\$8.85
	3	\$10.20	\$9.04
	4	\$10.54	\$9.24
	5	\$10.89	\$9.45
	6	\$11.08	\$9.65
	7	\$11.27	\$9.87
	8	\$11.45	\$10.08
	9		\$10.31
	10		\$10.53
	11		\$10.76
	12		\$11.00
130			
	0	\$13.28	\$12.33
	1	\$14.33	\$12.70
	2	\$15.03	\$13.08
	3	\$15.40	\$13.47
	4	\$16.09	\$13.88
	5	\$17.47	\$14.29
	6	\$17.82	\$14.72
	7	\$18.16	\$15.16
	8	\$18.47	\$15.62
	9		\$16.09
	10		\$16.57
	11		\$17.07
	12		\$17.58

1. Learning Ladder Leaders shall qualify for an annual \$2,000 payment due to the educational requirement for this position. Learning Ladder Leaders will receive this payment in two equal installments to be paid on the first pay in January and the last pay in June, upon completion of duties.

Lump Sum Payment:

Paraprofessionals shall receive a one-time lump sum payment prior to June 30, 2011 as follows:

- 130 steps 0-3 - \$500 lump sum, off schedule stipend paid in June 2011
- 130 steps 4-8 - \$600 lump sum, off schedule stipend paid in June 2011
- 120 Full time - \$400 off schedule stipend paid in June 2011
- 120 steps 0-3 - \$300 off schedule stipend paid in June 2011
- 120 steps 4-8 - \$350 off schedule stipend paid in June 2011
- 100 - \$100 off schedule stipend paid in June 2011

Part time paras will have their stipend pro-rated based upon their FTE.

Section 4: All classification 100 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall received a lump sum payment equal to five dollars (\$5.00) per day for each unused accumulated sick day provided that no employee shall receive more than one thousand five hundred dollars (\$1,500) as maximum payment for retirement under this provision.

All Classification 120 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall receive a lump sum payment equal fifteen (\$15.00) per day for each unused accumulated sick day provided that no employee shall receive more than one thousand, five hundred dollars (\$1,500) as maximum payment for retirement under this provision.

All Classification 130 employees who shall terminate their employment under the terms of the Michigan School Retirement Act provisions and who have worked as a paraprofessional for the Lamphere Schools for fifteen (15) years immediately prior to the date of their retirement shall receive a lump sum payment equal to twenty (\$20.00) per day for each unused accumulated sick day provided that no employee shall receive more than two thousand dollars (\$2,000) as maximum payment for retirement under this provision.

ARTICLE XII

Duration and Signature

The provisions of this Agreement shall be effective as of July 1, 2011, and shall continue in full force and effect until 11:59 p.m. of June 30, 2012.

IN WITNESS WHEREOF, the parties hereunto set their hands.

FOR THE BOARD OF EDUCATION, THE LAMPHERE SCHOOLS

Paul Camp
President

10-11-11
Date

Judith Dickson
Witness

10/11/11
Date

Diane E. Beckhus
Secretary

10-11-11
Date

Judith Dickson
Witness

10/11/11
Date

FOR THE LAMPHERE FEDERATION OF PARAPROFESSIONALS

Carl K. Johnson
President

10-3-11
Date

Patricia Bowden
Witness

10-3-11
Date

N/A
Secretary

10-3-11
Date

Witness

Date