

AGREEMENT

Between



**THE SCHOOL DISTRICT
of the
CITY OF WYANDOTTE**

and

**THE SPECIAL EDUCATION CENTER
PROGRAMS PARAPROFESSIONALS
AFSCME LOCAL 1430,
COUNCIL 25 AFL-CIO**

July 1, 2021 – June 30, 2024

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AGREEMENT

This Agreement entered into this 1st-day of June, 2021 through the 30th day of June 2024, by and between the Board of Education of the School District of the City of Wyandotte, Michigan, hereinafter called the “Board” and Council 25, American Federation of State, County and Municipal Employees, Local 1430, AFL-CIO, hereinafter called the “Union”.

ARTICLE I - RECOGNITION

Section 1. The Board recognizes the Union as the sole and exclusive representative, for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, for employees in the following classifications:

All paraprofessionals in the Brighton Skills Center Program, The Lincoln Center, and the Madison Center who assist in the following areas: Trainable mentally impaired, self-contained trainable mentally impaired, emotionally impaired, learning disabled, physically or otherwise health impaired, hearing impaired, severely mentally impaired, severely multiply impaired, visually impaired, and autistic.

EXCLUDING all persons not regularly employed and all persons regularly employed less than three (3) hours daily during the September-June school year, all teaching, professional, secretarial, office clerical and supervisory employees, and all other employees.

Section 2. During the time of this Agreement, the Board agrees that it will not enter into negotiations with any organization, other than the Union, concerning rates of pay, hours of employment and other conditions of employment for those employees covered under this Agreement.

Section 3. “Board” or “Board of Education” refers to the employer as represented by its administrative and/or supervisory staff, except as specifically provided for in Article V, Section 4, Steps Four and Five.

ARTICLE II - MANAGEMENT RIGHTS

Section 1. The Employer retains the right to exercise all powers vested in it by law, and to determine reasonable methods and procedures of work. Further, the Employer retains the right and authority to direct and select such work force including increasing or decreasing same. The Employer retains the right to discipline, suspend or discharge for just cause and to establish written reasonable rules and regulations for the purpose of maintaining order, safety, and the efficient operation of the Wyandotte School District and the functions thereof. The Employer further retains the authority to exercise all other rights and privileges except as hereafter specifically limited by the written terms and conditions of this labor Agreement.

Section 2. None of the foregoing rights set forth shall be exercised in any manner which is inconsistent with any of the other specific provisions of this contract.

ARTICLE III - UNION REPRESENTATION

Section 1. This Union shall be represented by a local Union President, Vice President, and three (3) stewards. One (1) steward is to be designated and defined as the chief steward. These three (3) stewards may also have alternates.

Section 2. The chief steward will write all grievances starting at Step Two (2) of the grievance procedure. The other remaining stewards are to be called line stewards, and will be allowed only to function at Step One (1) of the grievance procedure, such as investigating the grievance, including meeting with the grieved employee and the immediate supervisor in hopes of resolving the issue at this step and to report its findings to the chief steward.

Section 3. The above-mentioned representative will not suffer loss of time and/or pay during their regular working day to attend grievance meetings if requested by school administrators.

ARTICLE IV - DISCIPLINE, SUSPENSION & DISCHARGE

Section 1.

- A. Management shall have the right to discipline, suspend and/or discharge any of its employees within the bargaining unit, including for attendance issues, in the following manner:
1. A verbal warning - reprimand.
 2. A written reprimand for a continued offense.
 3. The Employer may suspend such employee for not more than three (3) days for continuing that offense.

4. The Employer may suspend such employee for a period of no more than five (5) days for continuing that offense.
 5. If such employee continues the same offense, he/she may receive more severe discipline. The Union shall have the right to grieve.
- B. Nothing in the above procedure, however, shall prevent Management from appropriately disciplining an employee should circumstances warrant.
- C. Any employee found to be unjustly suspended or discharged will be reinstated with full back pay for all time and wages lost during the suspension or discharge and with full restoration of all other rights and conditions of employment which he/she may have earned. Disciplinary action will be kept confidential. Management agrees to keep such action confidential from employees who are not directly involved per the grievance procedure.

Copies of all types of disciplinary action, taken by Management against bargaining unit employees immediately upon such action taken, shall be forwarded to the employee, steward, and the Local Union President.

- D. In imposing any discipline, the Employer will not take into account any prior action which occurred more than two (2) years previously.
- E. Employees shall have the right to review their personnel files upon written request to the employer. The employee shall be notified of any disciplinary material in writing to be placed in an employee's file.

Section 2. In the event an employee or group thereof, is disciplined, including suspended or discharged, the reasons for such actions shall be presented in writing to such employee(s) and the appropriate steward immediately, with a copy sent to the Local Union President, within twenty-four (24) hours of such action. In all cases where an employee or group thereof, is to be suspended or discharged, a meeting will take place between such employee, the appropriate Union steward or in the steward's absence, the President of the Local Union prior to such action taken by the above-mentioned employee(s) is to be discharged, the Local Union President will be called and represent those employees per the above.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1. A "grievance" is hereby defined as a complaint by an employee or a group of employees based upon an alleged violation of the provisions of this Agreement, or a difference as to the interpretation of application of this Agreement.

Section 2. Employees shall leave their duty stations to discuss or process grievances only if they have received permission to do so from the Program Administrator.

Section 3. It is recognized that grievances should be processed as rapidly as possible, and the number of days indicated at each step of the grievance procedure shall be the maximum time allowed for presenting a grievance. The time limits specified may, however, be extended by mutual agreement in writing.

Section 4. All grievances shall be presented in accordance with the following procedure:

STEP ONE: Within a five (5) working-day period of a grievance, or knowledge of a grievance, employees may present a grievance personally, or through their Union representative, to their immediate Program Administrator. The Program Administrator shall attempt to address the matter as soon as possible, and in any event within three (3) working days.

STEP TWO: If the grievance is not resolved at Step One, it may be presented in writing within five (5) working days to the Director of Special Education. He/she shall respond to this grievance within five (5) working days.

STEP THREE: If the response at Step Two is not satisfactory, the grievance may be presented to the Superintendent of Schools or his/her designee, within five (5) working days. The Superintendent shall answer such grievance within seven (7) working days.

STEP FOUR: If the grievance is not resolved satisfactorily at Step Three, it may be presented to the Board through the regular channels by the Wednesday preceding the next regular Board meeting so that it may be considered by the Board no later than its next regular meeting. The Board, may, upon receipt of a grievance, appoint a committee of the Board to consider an act upon the grievance no later than the next regular meeting following its receipt.

The Board shall answer the grievance in writing within ten (10) working days of the Board meeting.

STEP FIVE: If the grievance is not resolved at Step Four, (4) the grievance may be submitted to arbitration by submitting a request to the other party within ten (10) working days after the completion of Step Four; provided, however, that upon written request of the Union, the Employer will grant an extension of up to twenty (20) working days so that the merits of the grievance may be considered by the Union's Arbitration Department.

1. Following the written request for submission to arbitration, representatives of the Employer and the Union shall attempt to agree on the selection of an arbitrator. If mutual agreement on the selection of an arbitrator cannot be reached within ten (10) working days after the date of the receipt of the request for arbitration, the arbitrator shall be selected in accordance with the rules of the American Arbitration Association.

2. The arbitrator's fee and expenses, shall be equally shared by the parties. The expenses and compensation of any witness shall be paid by the party calling such witness or requesting such participant. Any other expenses shall be borne by the party incurring such expense.

3. The arbitrator shall have no power to:

- a) Add to, subtract from, alter, or in any way modify the terms of this Agreement;
- b) Establish or modify any wage rate.

4. The arbitrator shall render a decision as soon as possible following the hearing. Decisions of the arbitrator shall be final and binding on the Union, its members, the employee or employees involved and on the Employer.

The grievance procedure is to apply only to grievances filed after ratification of contract.

ARTICLE VI - SPECIAL CONFERENCES

Section 1. A special conference regarding working conditions and/or matters of importance to the Wyandotte School District will be arranged between the Local Union President, and the School Superintendent or their designees. Special conferences shall be arranged and held within ten (10) days or such other time as may be agreed to by the parties from the date of receipt of either party's written conference request. Such meeting shall be between no more than four (4) representatives of the bargaining unit. Other bargaining unit persons directly involved, if deemed necessary by the Union, may be called to attend the meeting. Meetings to be scheduled before/after the school day, by mutual agreement by Union and Management.

Section 2. Request for special conferences shall be made in advance with a written agenda of the matters to be taken up at the meeting, and it shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

Section 3. Employees within the bargaining unit will not suffer loss of time and/or pay while attending special conference meetings if held during regular working hours. A representative of Michigan Council 25 may be in attendance, and likewise, Management may have an outside representative present at the meeting if it so deems necessary. The School Superintendent or his/her designee will give an answer in writing on the issues to

the Local Union President with a copy sent to Michigan Council 25 assigned Staff Representative within seven (7) days unless otherwise extended in writing by mutual agreement, after the date of the meeting. Where the meeting was at the request of the Employer, the Local Union President shall respond in writing on the issue to the School Superintendent or his/her designee within seven (7) days after the date of the meeting, unless otherwise extended in writing by mutual agreement.

ARTICLE VII - WORKING CONDITIONS

Section 1. New Employees.

A. The Employer shall notify the Union whenever a new employee is employed within the bargaining unit.

B. The Union shall make each new employee in the bargaining unit aware of the location of this Agreement on the District's Website.

C. All new employees are to be evaluated at thirty (30) days, ninety (90) days, and one hundred eighty (180) days by the Building Administrator, with input from the Teachers.

D. In order that each new bargaining unit member may be made familiar with the provisions of this Agreement and his/her rights and responsibilities there under, the Employer will allow the Local Union President or, if designated, the area steward an opportunity to meet with new bargaining unit members thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

Section 2. Substitute Paraprofessionals. The Board will refrain, as much as possible, from assigning substitute paraprofessionals who may not have the stamina or mental/emotional abilities to work with special program children.

Section 3. Job Classification.

A. The Board reserves the right to establish reasonable rules and regulations consistent with the terms of this Agreement and to establish new job classifications. The rate structure for new job classifications will be subject to negotiation.

B. The employer shall provide a job description specifying the duties of the paraprofessional within the employee's first thirty (30) days of employment. This document will be reviewed and updated with input from the Union.

Section 4. Position Elimination.

A. Should the Employer consider eliminating positions, under any program, such action shall be discussed with the Union prior to any such positions being eliminated.

B. The Employer will give the Union at least two (2) weeks prior notice of its intent to eliminate positions and the reasons for such.

C. The parties shall meet in special conference to determine the effect of any position elimination on seniority employees within a program and attempt to settle any problems which may be created.

Section 5. Assignments, Vacancies, Transfers.

A. Assignments - Every employee shall be given the opportunity to express his/her assignment preference for the following school year by filling out an "Assignment Preference Form" and if desired, requesting a conference with the Program Administrator. This procedure shall be completed prior to the end of the current school year. Assignments are determined by the Program Administrator by genuinely considering seniority. Notification of tentative assignments shall be provided by August 1st.

B. Vacancies - A vacancy is defined as an open assignment in a program created by resignation or retirement, or if there is a need to fill a newly created position during the school year. The Program Administrator will communicate the vacancy to the local and internally post the position with required qualifications for 3 business days. Applicants will notify the Program Administrator in writing before the 3-day window closes to be considered for reassignment. The Program Advisor will fill the vacancy with the most senior qualified applicant. Internal moves will be limited to 1 move per vacancy.

C. Transfers - Each school year, employees will be given the opportunity to submit a request to transfer to a different Program. Employees need to complete a "Paraprofessional Transfer Form" and submit it to the Human Resources Director between May 1st and May 31st. A transfer list for each program for the following school year is created from these requests and is valid until the first day of school commences. The completed transfer list will be shared with the Local no later than 5 business days after the close of the request period.

Specific assignment within the program for the transferring employee is determined by the Program Administrator. No voluntary transfers will be allowed once the school year begins. Employees will not be involuntarily moved from the program that they hired into, unless no other position is available and the involuntary move would avoid a layoff.

D. A job vacated by retirement shall not be considered officially vacated until acted on by the Board no later than the second regular Board meeting following the effective date of such retirement.

Section 6. Termination of Employment. Any employee covered under this bargaining unit who leaves the employ of the Wyandotte Board of Education shall give at least two (2) weeks' notice in writing to the immediate supervisor.

Section 7. Health and Safety. A joint Health and Safety Committee consisting of one (1) or two (2) management representative(s) and three (3) union representatives shall be

established. The committee shall review health and safety matters, formulate recommendations and implement any necessary changes.

Section 8. Employees must comply with the Every Student Succeeds Act (ESSA) and/or Individuals with Disabilities Education Act (IDEA) (federal acts) educational qualification requirements of applicable during this contract; no disciplinary action will be taken for non-compliance without prior discussion with the Union.

ARTICLE VIII - SENIORITY

Section 1. The seniority of all employees shall commence with the employee's first day of work. The Union shall be furnished with a list setting forth, in order of their seniority, each employee's name and their first day of work. When more than one (1) new employee begins work on the same date, rank of seniority will be determined by the highest number (9999) of the last four (4) digits of the individual's Social Security number.

Section 2. The seniority list shall be kept up-to-date and written copies of such seniority list for all bargaining unit employees will be given to the Local Union President annually. Should any program be consolidated, the Employer and Union shall negotiate change in conditions immediately upon management's intent to consolidate.

Section 3. Seniority shall be broken and the employee shall be removed from the seniority list for the following reasons:

- A. If the employee quits;
- B. If he/she is discharged and the discharge is not reversed through the grievance process of this Agreement;
- C. If he/she is absent for two (2) consecutive working days without notifying the Employer unless he/she gives valid provable reason for the absence and lack of notification, upon his/her return;
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the recall procedure provided herein; and
- E. If he/she overstays a leave granted per Article XII, unless the employee can give a valid provable reason for the overstay.

ARTICLE IX - LAYOFF AND RECALL

Section 1. Reduction in the work force shall be in the following order of layoff:

A. Probationary employees shall be laid off by date of hire. (Ex: last hire-first laid-off)

B. The necessary number of employees with the least seniority shall be laid-off in order of least seniority first.

Section 2. Employees to be laid off shall receive a minimum two (2) calendar weeks' notice. The Employer shall secure a receipt of said notice. This shall not apply in case of strikes and other work stoppages.

Section 3. Laid-off employees shall be recalled in the reverse order of the layoff. The most senior employees shall be recalled to the first openings available. Recall will be by written receipt requested, to the employees last known address on file with the school administration. The employee shall report to work no later than the third consecutive work date after the scheduled date for return or be termed a voluntary quit unless such employee has valid provable reasons for not reporting on time.

Section 4. When the Board needs substitutes to fill in for paraprofessionals who are absent, it shall first offer such substitute work to laid-off members of the bargaining unit before calling in other individuals. These paraprofessionals shall be paid regular wages for this work (the wage they were paid at the time of layoff).

Section 5. Where the Employer eliminates a position at a building, the least senior employee at that building shall be laid off. That employee shall have the right to bump the least senior employee at another facility in the bargaining unit, provided that she/he has higher seniority than that employee.

ARTICLE X - HOURS

Section 1.

A. Per the 2006-2015 Contract, the workdays shall be the same number of days as are regularly scheduled for the teachers on the 2004-2006 official school calendars for the duration of this Agreement. Any subsequent change in the teacher's school year for 2007-2009 shall not reduce wages for unit members. Meaning Paraprofessionals are paid for 184 days, even though the number of actual workdays are 181.

B. In the event the Board changes the starting time for a regular school day, the employee's workday will continue to be 7.50 hours.

C. Employees shall be paid for a one-half (1/2) hour lunch period. Employees who are unable to take a lunch break at the regularly scheduled time shall notify the administrator and shall be given said time as mutually agreed upon.

D. No more than one (1) meeting per month of no more than one (1) hour in length will be included; additional time and/or meetings would still be eligible for compensation at their rate of pay. In addition, any time beyond 7.50 hours per day would also be eligible for compensation.

Section 2. Employees shall be paid their hourly rate when assigned to work by their supervisor outside of the regular workday as defined in Section 1 above.

Section 3.

A. Overtime will be assigned to regular teacher paraprofessionals who qualify, as equally as possible.

All special programs involving the use of paraprofessionals after regular school hours will be posted and assigned on the basis of seniority and fewest number of overtime hours. Occasional overtime involving a paraprofessional's individual classroom will not be subject to this Article.

B. Overtime, at the rate of one and one-half (1-1/2) time, will be paid to employees who work more than eight (8) hours per day or forty (40) hours in a week.

Section 4. Act of God. When a decision is made to close the entire School District because of an Act of God, notice of such decision shall be given to the employees, by whatever means, or as soon as possible for public announcement on Detroit area radio stations. When such a closing takes place and students are not required to report to class on a system-wide basis, employees covered by this Agreement shall not be required to report for work and will receive pay for the day.

Section 5. Unscheduled School Closings. If the school day is canceled for whatever reason, excluding strikes, the employees in the affected schools shall receive a full day's pay for said day. However, employees can be reassigned to other duties. If such an assignment is not made within the first hour, the employees may go home after all the children have left the building. If they are assigned to jobs other than their own, they will be paid according to the rate of the jobs to which they are assigned if such rate is higher; if lower, they will be paid their regular rate of pay. Any employee reporting and sent home under the above conditions shall be paid for the complete workday.

ARTICLE XI - SICK LEAVE

Section 1. Sick leave shall be earned at the rate of one (1) day per month and an additional day given at the start of the school year and may be accumulated to a total of one hundred and thirty (130) days. Any Personal Business Days under Article XII unused at the end of the school year shall be converted to sick leave and shall be accumulated up to a maximum of one hundred sixty (160) sick leave days.

Section 2. The base date from which all such service accumulations shall begin is July 1st of each year.

Section 3.

A. When an employee's sick leave allowance is computed at the beginning of any year, the excess over the maximum allowable shall be permanently discarded and shall not be restored to his/her accumulation of unused days.

B. Sick leave days are to be used solely and exclusively for illness of the employee, minor children, spouse, or parent.

Section 4. No payment shall be made for any unused leave for illness accumulated by an employee at the time of his resignation, dismissal, leave of absence, or death.

Section 5. No sick leave shall be charged against an employee's allowance except for absence which occurs on a day when an employee would normally be expected to be on duty.

Section 6. In the event an employee terminates his/her employment, she/he shall reimburse the Board for any overpayment of sick leave which may have been made.

Section 7. Records of absence shall be carefully recorded and shall be available for inspection by employees at any time during regular office hours.

Section 8.

A. The Board has the right to medically investigate any employee's absence which is reported as being for medical reasons. Further, the Board may request and require reasonable medical proof of either an employee's ability or inability to return to work.

B. Whenever an employee returns to duty from an injury or illness, he/she must follow policy procedures as determined by the Board.

C. An employee whose absence has been due to a nervous disorder must be cleared for return to duty by the school physician.

Section 9. Reporting Absence.

A. Notification of an expected temporary absence should be reported to the proper administrator on the day before the absence, or no later than one and one half (1-1/2) hours before the paraprofessional normally reports to work.

B. In the event the employee does not plan to return on the following day, the school's office should be notified no later than 3 p.m. on the day of the absence. Otherwise, the employee will be expected to return to work.

Section 10. Perfect Attendance. A bonus of one hundred twenty dollars (\$120) will be paid to every employee with perfect attendance (no personal illness or personal business days) at the end of each ten (10) weeks; a bonus of one hundred twenty dollars (\$120) will be paid to every employee with two (2) or fewer absences for the first semester; and/or a bonus of one hundred twenty dollars (\$120) will be paid to every employee with four (4) or fewer absences for the entire school year.

ARTICLE XII - LEAVES OF ABSENCE

An employee may apply for a leave of absence by submitting his/her request in writing to the Board through his/her immediate supervisor, stating the reason for and the length of time of the requested leave of absence. Employees may be subject to a physical if on a medical leave before returning to work and all cost of such physical will be at the expense of school district. Employees may be eligible for the following types of leave of absence:

Section 1. Paid Leaves. All seniority rights and benefits shall continue to accrue while an employee is on an approved leave of absence during which such employee receives any payment during the leave period.

A. Bereavement Leave. The Bereavement and Funeral Leave form will be completed by the employee and given to the building administrator for approval. If the employer suspects abuse, employees may be required to provide a letter to verify attendance and relationship.

1. Employees shall be allowed five (5) days off with pay for the death of a spouse, child (natural, step, foster, adopted), mother, father, brother, sister, grandparent, grandchild, legal guardian, step-parent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and legal dependent.

2. Employees shall be allowed one (1) day off with pay for the death of an aunt, uncle, niece, and nephew.

B. Personal Business Days. A leave of absence for the transaction of personal emergency business may be granted any employee in the bargaining unit by the Superintendent or his designee. Such a leave shall be with pay, but shall not exceed an annual allotment of three (3) days. At the end of the school year, any unused personal business days may be added to the accumulated sick leave days in accordance with the provisions of Article XI.

1. Personal Emergency Business shall be defined as a serious emergency, a catastrophe, or an unusually important occurrence necessitating an absence from work. (Marriage or graduation of a member of the employee's immediate family, required appearance in court, child born to wife and funerals are examples of "important occurrences".) Absences for reasons of illness or injury shall not be considered personal emergency business. However, personal emergency business may be defined as sudden or serious illness of a household dependent (as defined in immediate family in paragraph A of this Article) and may be used for such.

2. Persons absent for personal emergency business reasons as defined above will state their reason for being absent, and will comply in processing the appropriate forms for such leave.

C. Jury Duty. Upon notice of jury duty, an employee will immediately notify the Employer. An employee called for jury duty will be paid the difference between the compensation as a juror and the regular wages normally received from the Employer for the regular work time the employee is actually involved in such duty.

D. Union Leave. The Employer will grant paid leave not to exceed ten (10) days to employees selected by the Union to be representatives to labor conventions, institutes or meetings. However, no more than three (3) employees may be on such leave at the same time, with no more than two (2) from the same building.

Section 2. Unpaid Leaves.

A. Illness Leave. Upon written request to the Board, an employee may be granted, without pay, one (1) year's leave of absence due to illness certified by a competent physician. During such a leave of absence, the employee's seniority will be retained but cannot accumulate. Such a leave of absence may be extended by mutual agreement between the Board and the Union.

B. Military Service Leaves.

1. **Military.** A military leave of absence may be granted, without pay, for service in the Armed Services. During such service, his/her seniority shall accumulate.
2. **Peace Corps.** The Board at its discretion may grant a leave of absence without pay to an employee who has been employed continuously for one (1) calendar year by the Board and who joins the Peace Corps as a full-time participant in the program. Such leave shall be granted only for the term of initial enlistment.

During such service, seniority shall accumulate. He/she may return to duty with this Board under the same procedure as outlined below in "Veteran's Rights".

3. **Veterans Rights.** An employee returning from a leave of absence for military service shall, within ninety (90) days of receiving an honorable discharge, be granted the privilege of exercising his/her seniority (including accumulated service seniority). The employee may take the job he/she vacated on going into service, or any job for which he/she is qualified, if said job is held by an employee of lesser seniority. Demotions shall be made according to Article VIII, "Seniority".

C. Family & Medical Leave.

1. Upon written application forty-five (45) days prior to the expected birth/adoption of a child, an employee may request a parental leave of absence for the remainder of the school year following the birth/adoption of the child. The employee may also request an additional year's Parental Care Leave.
2. Upon termination of the leave, the employee must return to work or his/her position will be considered vacant, subject to the provisions of Article VIII, Section 3E.
3. As per law, (FMLA--Family Medical Leave Act), employees may take up to twelve (12) weeks of unpaid leave for child care, seriously ill family member or personal illness, after meeting FMLA requirements.

D. Personal Leave. A personal leave of absence without pay may be authorized by the Superintendent for a period not to exceed ninety (90) work days for an employee who has completed his/her probationary period.

E. Union Leave. A leave of absence without pay may be granted to an employee who has been continuously employed for one (1) calendar year by the Board and who is elected or appointed to any Union office, service in which removes him/her from fulfilling the duties of his/her regular employment. Such a leave of absence shall not exceed a period of one (1) year, but may be renewed or extended annually by mutual agreement between the Board and the Union. Seniority will be retained, but not accumulated during this period. The number of employees on such a leave of absence at any one time shall not exceed one (1).

Section 3. Involuntary Leave. Upon the recommendation of the Superintendent and with the approval of the Board, the Superintendent may request in writing that any employee submit to a physical or mental examination, the results of which may be used in determining involuntary leave of absence, which shall be without pay and without accumulation of further seniority.

A. When such examination is requested, a report of three (3) physicians shall be required. One (1) physician shall be selected by the employee, one (1) by the Board, and a third (3rd) shall be mutually agreeable to both physicians.

B. The Superintendent may make such a request as often as, in his/her judgment, is deemed essential to the best interests of this school system. However, there shall be a special conference with the Union representatives prior to any action placing an employee on involuntary leave of absence by the Board.

C. In every event, the employee's return to duty from such an involuntary leave of absence must first be recommended by the school physician.

D. The employee may use any or all of his/her accumulated sick leave if placed on such an involuntary leave of absence.

Section 4. Educational Leave. An educational leave may be granted by the Employer to an employee who wishes to improve his/her skills. Educational leaves will be granted in semesters or terms up to one (1) year. An employee must have one (1) year of continuous full-time employment to be eligible for an educational leave. The employee will return to the first available position.

Section 5. Job Incurred Injury. Any injury incurred in the course of employment must be promptly reported to the employee's supervisor or Building Administrator. A report of any injury shall be submitted in writing on a form to be provided by the Board.

A. Employees injured in the course of employment will be treated by a physician or medical facility designated by the Employer.

B. Employees whose injury requires time lost from the job will be compensated by the employer, for all regular hours, during the first eight (8) days of injury with no charge to the employees' sick allowance.

C. Employees qualifying for Worker's Compensation benefits shall receive from the Employer the difference between the compensation payments and their regular pay for a period of one hundred and eighty (180) calendar days from the date of the injury.

ARTICLE XIII - HEALTH EXAMINATIONS

Section 1. A new employee must successfully pass a physical examination after a job offer has been made.

Section 2. Each employee shall, as a condition of his/her initial employment and in compliance with State law, submit evidence of freedom from communicable tuberculosis to the satisfaction of the school physician and in the manner he/she directs. The school physician may require, whenever in his/her judgment it is in the best interest of the school system, the submission of such evidence at other times.

The Board of Education will pay for those examinations taken in compliance with this section when obtained through the Wayne County Department of Health.

Section 3. Any employee failing to file satisfactory evidence of freedom from communicable tuberculosis within the time specified shall be placed immediately in involuntary leave of absence.

Section 4. The Board of Education will pay for the hepatitis series of inoculations at the clinic of its choice if the employee chooses to have the inoculations.

ARTICLE XIV – HOLIDAYS

Section 1. The following days shall be recognized and observed as paid holidays:

Labor Day	3 Add'l Days after Christmas	Memorial Day
Thanksgiving	New Year's Eve	OTHER PAID DAYS: • 1 Day = 2 Night time obligations • Employee Birthday (paid during Christmas Recess) • 3 Additional Days
Day after Thanksgiving	New Year's Day	
Christmas Eve	Martin Luther King, Jr. Day	
Christmas	4 Days of Spring Break (includes President's Day)	

Section 2. All regular employees scheduled to work during the pay period in which a holiday falls, will be paid for the above holidays when they occur during the normal work week, provided they work on the school day previous to and the school day following the holiday, unless they are on sick leave or are excused from working.

Section 3. Whenever Christmas Eve, Christmas, New Year's Eve or New Year's Day fall on either a Saturday and/or Sunday, the employees shall be granted pay for each holiday stated herein upon such occurrences.

ARTICLE XV - INSURANCE

Section 1. Health, Dental and Vision Benefits. The Board shall provide each employee the option to elect a District-provided health insurance plan. It is agreed and acknowledged by the parties that the Board may not provide health insurance benefits or payments to its employees electing health insurance greater than those levels prescribed under Michigan Public Act 152 of 2011.

1. The Board and Association agree to the health, dental and vision insurance plans listed in Appendix A.

2. It is acknowledged that bargaining unit members electing this plan will be responsible for any monthly illustrative premium payments that exceed the statutory maximum amount the Board is allowed to contribute for employee healthcare benefits under PA 152 of 2011. Bargaining unit members electing this option agree that the Board may deduct any applicable monthly employee premium contributions on a pre-tax payroll basis from the member's bi-weekly paycheck.

3. Those employees who choose not to take health insurance because of spousal coverage will receive a monthly stipend during the school year in the amount of one hundred dollars (\$175) to be paid the first pay period of each school month.

Section 2. Death Benefit. A death benefit in the amount of twenty thousand dollars (\$20,000) shall be provided. This benefit shall not be applicable to newly hired employees until they have actually commenced work, or to employees on leave of absence, except that persons on leave of absence because of mental or physical illness shall be covered for the remainder of the school year in which they were actively employed.

Section 3. Long Term Disability. The Board will provide long-term disability (LTD) insurance. This insurance will be similar to, but not necessarily identical to, that currently provided other bargaining units in the District (begins at the end of one hundred eighty (180) days of continuous disability; maximum duration is to age 65; monthly benefit -- including Workmen's Compensation -- sixty percent (60%) of weekly income at time of disability). This insurance will be purchased by the Board from a carrier company and will be subject to the customary conditions of LTD insurance policies.

Section 4. All employees, including AFSCME Local 1430 members, are covered as Named Insured's under the District's Comprehensive General Liability Policy in the approximate amount of one million dollars (\$1,000,000).

Section 5. Flexible Spending Accounts. The Board will provide the opportunity for members of the Union to participate in contributions to a flexible spending account (FSA) for the purposes of health care costs and/or child care/dependent expenses. This will be a voluntary program. The Board will be responsible for planning and scheduling meetings to allow the members to make an informed decision on participation in the FSA program.

ARTICLE XVI - RETIREMENT

Section 1. An employee who has been employed by the Board for ten (10) years or more and notifies the employer of his/her intent to retire prior to April 1 for a June retirement shall receive a lump sum payment equal to ten percent of the annual regular work year wage (hourly rate for classification multiplied by total hours worked) provided the employee is eligible to receive a monthly pension from the Michigan Public School Employee's Retirement (MPSER) Fund. The Board may require a physical or mental examination of an employee for any reason required or permitted by law and may suspend, discharge or retire any employee refusing to take the same. There shall be a special conference with the Union prior to any compulsory early retirement action by the Board.

Section 2. An employee who has been employed by the Board for twenty (20) years or more and retires shall receive a lump sum payment equal to ten percent (10%) of the annual regular work year wage (hourly rate for classification multiplied by total hours worked) provided the employee is eligible to receive monthly pension from the Michigan Public School Employee's Retirement (MPSER) Fund. Any employee who retires and receives the benefit provided in this section and is subsequently reemployed by the Board shall not be eligible to again, receive such benefit upon their later retirement.

ARTICLE XVII - RESIGNATIONS

Any employee covered under this bargaining unit who resigns the employ of the Wyandotte Board of Education shall give at least two (2) weeks' notice in writing to the immediate supervisor.

ARTICLE XVIII - PROBATIONARY EMPLOYEES

Section 1. New employees hired into the bargaining unit shall be considered to be probationary employees for the first one hundred eighty (180) working days of employment.

Section 2. If these employees fail to pass their probationary period, they can and may be terminated without recourse to the grievance procedure. The Union shall have the right to represent probationary employees for any and all purposes under this Agreement including discrimination but not termination of employment during the probationary period.

ARTICLE XIX - NOTICES TO UNION AND INFORMATION

Section 1. Copies of transfer request and approval will be forwarded to the Local Union President within three (3) days of such action.

Section 2. Written notification of new hires, layoffs, recall, and retirements shall be provided to the Local Union President within a week of Board notification.

Section 3. Copies of all requested leaves of absence including approval or disapproval and the effective days of the leaves shall be sent to the Local Union President within five (5) working days of such action.

Section 4. Copies of all notices and directives affecting employees within the bargaining unit involving School Board action taken at its Board Meeting shall be forwarded to the President of the Local Union within five (5) working days after such Board Meeting.

Section 5. This Article, however, shall not be applicable to any confidential information or anything which required the extensive compilation of any data or information.

Section 6. Copies of this Agreement shall be posted on the District's Website.

ARTICLE XX - CHAIN OF COMMAND

The parties agree to exchange a written list of their chain of command per the Grievance Procedure no later than fifteen (15) days after ratification of the Labor Agreement by the Membership and such exchange will be handled between the Local Union President and the School Superintendent or their designees.

ARTICLE XXI - TEACHER ABSENCES

Section 1. In the absence of a teacher, management will make a reasonable effort to provide a substitute teacher to supervise a class. If no substitute teacher is provided, another paraprofessional will be called, or the class dissolved and the paraprofessional reassigned.

ARTICLE XXII - TUITION REIMBURSEMENT & EXTRA COMPENSATION

Section 1. Each employee who seeks to study subjects or to train themselves in skills that will increase the employee's value to the School District will receive encouragement in the form of financial assistance as provided in this provision.

Section 2. Courses taken must be directly related to the assigned duties of the employee's present position or in preparation for possible duties. The procedure for prior approval for reimbursement shall be as follows:

A. The employee will submit a written request to the employee's Building Supervisor no later than two (2) weeks prior to the beginning of the course. The request shall contain the title of the course(s) to be taken, number of credit hours per course(s) and how it applies to the employee's position.

B. Management shall decide and notify the employee in writing of the decision.

C. Upon successful completion of the course(s), with a proven grade of "C" or better (or a "P" in a Pass/Fail situation), the employee shall be reimbursed at the maximum rate of fifty-five dollars (\$55) per semester credit hour toward tuition upon approval of management.

Section 3. Members may earn up to two dollars (\$2) an hour more based on educational university credits or equivalent continuing education credits (CEUs) as follows:

- CEUs may consist of professional development, college courses, or other structured classes that are approved by the Program Administrator and will increase the employee's value to the School District, and must be directly related to the assigned duties of the employee's present position or in preparation for possible duties.
- GCN courses that are considered *employment requirements* cannot be used for extra compensation purposes

- Each optional GCN course can only be counted one time
- Create table for college credits vs CEUs (3x college credits)

Section 4. The Board will reimburse employees for any damage or destruction of clothing or personal property up to one hundred dollars (\$100) or full replacement cost for glasses (not exam), not due to negligence on the part of an employee, if it occurred on school premises, or at a school activity, and/or there is proof of school-relatedness for which the employee is not covered by other insurance.

ARTICLE XXIII – WAGES - COMPENSATION

Section 1. See Appendix B

Section 2. All wages earned for the school year, including all holidays, may be divided by twenty-one (21) paychecks for equal pays through the end of the school year or it may be divided by twenty-six (26) paychecks for equal paychecks through the end of August.

Section 3. It is hereby agreed on this nineteenth day of October, 2010, that the members of the AFSCME Local 1430 will agree to use direct deposit for receiving their payroll checks.

Section 4. It is mandatory for Paraprofessionals to work two (2) evening events per year.

ARTICLE XXIV - EVALUATION

Section 1. All employees are to be evaluated once every three (3) years by the building administrator, with input from the teacher(s).

Section 2. The purpose of the evaluation will be to stimulate dialogue to improve performance, and, therefore, enhance the educational program for children.

Section 3. The evaluation document will be developed by program administrators, professional staff, and paraprofessionals representing the six (6) program areas – ASD, DD, MoCI, SCI, SXI, Work Skills and will be reviewed every three (3) years. Meetings will be held at mutually agreeable times.

ARTICLE XXV - STRIKES AND LOCKOUTS

Section 1. The Union shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by an employee covered under this Agreement and no employee covered under this Agreement shall cause or participate in any strike or refusal to perform the duties of his employment.

Section 2. Any employee who causes or participates in any strike or refusal to perform the duties of his employment shall be subject to disciplinary action including discharge.

Section 3. The Board shall not cause or permit any lockout of its employees covered under this Agreement.

ARTICLE XXVI - TERMS OF AGREEMENT

Section 1. To the extent that any sections of this Agreement are ruled invalid by State or Federal law, the parties to the Agreement agree that the remaining valid sections of the Agreement shall remain in full force and effect. The parties hereto shall then enter into immediately negotiations for the purpose of arriving at a replacement for such section.

Section 2. Definition of Terms. Any reference to the male and/or female gender herein is strictly for the purpose of "ease of composition" and is in no way meant to discriminate against or exclude any female employees from the provisions of this Agreement.

Section 3. An Emergency Financial Manager (EFM) appointed under the local government and school district fiscal accountability act may reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district accountability act. Provisions required by this subsection are prohibited subjects of bargaining under the act.

Section 4. A one-time hazard pay of \$275, paid by the first day of school, 2021-22. Taxes will be deducted.

Section 5. The parties agree that if negotiations with another unit contain higher wage increases such terms will automatically apply to the present contract.

ARTICLE XXVII – TERMINATION/DURATION AND MODIFICATION

Section 1. A three (3) year agreement covering the 2021-22SY, 2022-23SY and 2023-24SY. This Labor Agreement as of July 1, 2021, will become effective and remain in full force and effect until midnight, June 30, 2024.

Section 2. It will be automatically renewed from year to year thereafter, unless either party shall notify the other in writing at least ninety (90) days prior to the last mentioned date above of its desires to modify this Agreement. In the event that such notice is mailed out, negotiations will begin, if possible, within sixty (60) days after the notice to modify the Agreement is received.

Section 3. This Agreement will remain in full force and effect during the period of negotiations. If such negotiations continue beyond its termination date of midnight June 30, 2021, and either party wishes to terminate this Agreement, such party so desiring to terminate will notify the other party in writing by registered mail not less than ten (10) days prior to the desired termination date.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**SCHOOL DISTRICT
OF THE CITY OF WYANDOTTE**

**AFSCME LOCAL 1430, COUNCIL 25
AFL-CIO, SPECIAL EDUCATION CENTER
PROGRAMS PARAPROFESSIONALS**

Catherine M. Cost, Ed.D., Superintendent

Keesha Johnson, President

Kenneth Laub, Director of Finance

Kelly Powell, Vice President

Tonya Brodie, Director of Human Resources

Ian Hector, Secretary

Kelly Vollerhausen

Emily Wilkerson

Denis Martin, Union Representative
AFSCME Local 1430

APPENDIX B

2021-22		2022-23		2023-24	
Step	Rate	Step	Rate	Step	Rate
1	\$12.75	1	\$13.01	1	\$13.27
2	\$13.25	2	\$13.52	2	\$13.79
3	\$14.00	3	\$14.28	3	\$14.57
4	\$14.75	4	\$15.05	4	\$15.35
5	\$15.50	5	\$15.81	5	\$16.13
6	\$16.25	6	\$16.58	6	\$16.91
7	\$17.00	7	\$17.34	7	\$17.69
8	\$17.75	8	\$18.11	8	\$18.47
9	\$18.50	9	\$18.87	9	\$19.25
10	\$19.50	10	\$19.89	10	\$20.29

Current Step	2021-22 Step
1	2
2	3
3	4
4	5
7	6
9	7
10	8
11	9
12	10