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PREAMBLE

This Agreement is entered into on the 9th day of November 2021 by and between the Board of Education of the Southfield Public Schools, hereinafter, the "Board", and the Southfield Michigan Educational Support Personnel Association, hereinafter, the "Association".

PURPOSE AND INTENT

It is agreed by all parties that providing a high quality education for the children of the Southfield Public Schools is the paramount aim of this school district. The Board, administrative staff, and the Association employees have definite responsibilities in providing such services and education, we hereby declare:

WHEREAS, the Association was selected as the duly authorized bargaining agent by virtue of an election by employees in the unit, as defined in the "recognition" paragraph of this agreement, conducted by the Michigan Employment Relations Commission of the State of Michigan on May 1, 1981; and

WHEREAS, the Board and Association have a statutory obligation to bargain one with the other, as representatives of the public and members of the bargaining unit, with respect to hours, wages, terms and conditions of employment; and

WHEREAS, the parties, following extended and deliberate negotiations, have reached certain understandings, which they desire to put into the form of an agreement: and
Therefore, it is hereby agreed as follows:

ARTICLE I -RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section II of Act 336, Public Acts of 1947 as amended, for the following unit:
 - a) The members of the unit represented by the Association include: Teacher Assistants and Paraprofessionals.
 - b) Supervisors of: transportation, custodians, maintenance and cafeterias, and any other supervisor(s) are excluded, as defined by Act 336 Public Acts of 1965. This notwithstanding, except for the skilled trades position, the parties agree that in the event that the District brings back the positions of hall monitors, media technicians, site technicians and/or Bussey teacher assistants, they shall be granted recognition under this Agreement.
- B. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in this Agreement. The term "Board" or "employer" when used herein shall refer to the Board of Education. The Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel are considered agents of the Board within the meaning of Act 379.
- C. The Board agrees not to aid, promote or finance any labor group or organization which

purports to engage in collective bargaining for the employees as defined in B above or to make any agreement with any such group for the purpose of undermining the Association.

ARTICLE II-RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION

- A. The Association and its members will have the right to use school building facilities for meetings in accordance with school policy.
- B. Duly authorized Association representatives may be permitted to transact official Association business on school property provided that it shall not interfere with or interrupt nominal school operation.
- C. Nothing in the Agreement shall be construed to deny or restrict an employee's rights under the Revised School Code or other applicable laws.
- D. The employer will provide bulletin board space in each building, which may be used by the Association for posting official Association notices.
- E. The Association and the Board will continue their policy of non-discrimination against any employee by reason of his/her race, creed, color, national origin, age, gender, sexual preference, marital status, disability, religious belief, genetic information or membership or non-membership in, or association with or lack of association with, the activities of any employee organization. Further, the Association will continue to admit all eligible employees to membership and will represent these employees without discrimination by reason of race, creed, color, national origin, age, gender, sexual preference, marital status, or disability.
- F. The Association shall be granted forty (40) days per contract year, to be used for Association business. These (40) days will be designated as either a paid leave day of the individual member or a reimbursement of the substitute cost. The District will invoice the Association quarterly for reimbursement. There shall be no cost to the Board for the use of Association days.

Application for use of these days will be made through regular attendance channels and the Association President must authorize the application of the use of these days twenty-four hours in advance. Application will be sent and received by the department from which the Association member will be absent. There shall be no denial of the President's use of days. Association days will be not denied, unless under extreme circumstances. The Association president shall provide to the Chief Talent Management & Organizational Efficacy Officer a monthly log of scheduled activities of Association days. Such log shall include who used the days and when the days were taken.

- G. The Board shall furnish to the Association, upon its request, information and materials necessary for the Association to process a grievance or complaint and to negotiate successor Agreements.

ARTICLE III-RIGHTS AND RESPONSIBILITIES OF THE BOARD

- A. Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent of Schools reserve and retain rights vested in the Board or in the Superintendent under governing law, ordinances, rules, and regulations as set forth in the Constitution, and Laws of the State of Michigan and the United

States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees on the job;
 2. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
 3. To establish courses of instruction, including special programs, and to approve the means and methods of instruction;
 4. To provide for athletic, recreational, and social events for students, all as deemed necessary or advisable by the Board, and to determine the duties, responsibilities, and assignments of all employees;
 5. To adopt reasonable rules and regulations which are not in conflict with this Agreement;
 6. To develop and control the budget of the school district;
 7. To determine the structure and responsibilities of its school management organization;
 8. To determine the number and location of its facilities.
- B. The Board recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations. Likewise, the listing of specific management rights in this Agreement is not intended to be, nor shall it be restrictive of, or a waiver of, any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.
- C. It is agreed that the Board shall be free to use all labor saving devices and labor saving equipment that will be to the best interest of the Board and will not result in the layoff or reduction of hours of current employees in the bargaining unit.
- D. If any provision of this Agreement, or any application of the Agreement to any employee or group of employees, shall not be deemed valid and subsisting except to the extent permitted by law, all other provisions or applications shall continue in full force and effect. In the event that any provision of this Agreement is 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 provisions shall be void and inoperative and subject to renegotiations.

ARTICLE IV - NO STRIKE CLAUSE

- A. During the term of this Agreement the Association will not authorize, sanction, condone or acquiesce in, nor will any member of the bargaining unit take part in any strike. As used in this Article, the word "strike" shall mean 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 purpose of inducing, influencing or coercing a change in the conditions, or compensation, or the rights, privileges or obligations of

employment. In the event of any strike in violation of this Agreement, the Association will post notices immediately at any or all schools affected, advising that such strike is unlawful, in violation of this Agreement and unauthorized by the Association, and the Association shall advise the striking employees to return forthwith to their regular duties. The Association shall further take any and all other action reasonably within its power to bring the strike to an end. If the Association takes the foregoing steps and has not acted in violation of its obligation under this Article, it shall not be liable in any way for such strike.

- B. The Board of Education, in the event of violation of this Article, will have the right, in addition to the foregoing, to any other remedies available under the laws of the State of Michigan.

ARTICLE V - GRIEVANCE PROCEDURE

- A. A grievance is a contractually defined mechanism which is designed to resolve disputes that arise during the term of this agreement involving:

1. Alleged violation, misinterpretation or misapplication of this Agreement.
2. Disciplinary action or dismissal.

- B. All grievances shall be handled by the following procedure:

Grievances related to errors that occur in the computation of wages or fringe benefits must be brought within two (2) years from the date the Union and/or the individual first became aware or reasonably should have been aware of the conditions giving rise to the grievance. Under no circumstances shall compensation/correction for such claims exceed two (2) years.

Step 1:

The grievant, either alone or with an Association Representative, shall first discuss the grievance with the principal (supervisor) within five (5) workdays of the alleged occurrence in an attempt to resolve the grievance informally. At this time, it must be clearly understood by both parties that the conference is intended to initiate the grievance procedure. A grievant not satisfied with the results of the personal conference with his/her principal (supervisor) may take his/her grievance to the Association for consultation.

The Association, upon due consideration, will determine whether or not to represent the member. The Association representative may visit the principal (supervisor) within five (5) workdays from the time of the alleged violation in a further effort to resolve the grievance.

Step 2:

If the grievance is not resolved at step one, it shall be reduced to writing, clearly stating by Article(s), and Section(s), the claimed basis for the grievance and shall be signed by the paraprofessional and presented and discussed with the principal (supervisor) by the Association within five (5) work days after the Association Representative visit (in step one) with the principal (supervisor). Within five (5) workdays after receiving the written grievance, the principal (supervisor) shall communicate his/her decision in writing, together with the supporting reasons to the Association, the grievant and the Chief Talent Management and Organizational Efficacy Officer and/or his/her designee.

Step 3:

Within five (5) District workdays after delivery of the principal's (supervisor's) written decision, the grievance may be appealed to the Superintendent or his/her designee. The appeal shall be in writing and shall set forth, specifically, the act or condition and the grounds on which the grievance is based and shall be accompanied by a copy of the decision at Step Two. The District reserves the right to remand a grievance to Step 1 or Step 2.

Within five (5) workdays after delivery of the appeal, the Superintendent or his/her designee may investigate the grievance and conduct a hearing. In the event the superintendent's designee serving as hearing officer is also the person that is being grieved, the superintendent shall designate another designee to serve as a hearing officer for this grievance. Witnesses and cross-examinations may occur on the part of either party at such hearing. The decision, in writing, together with the supporting reasons shall be presented to the Association and to the principal (supervisor) within ten (10) District workdays following the hearing on the matter.

Step 4:

Mediation

Within ten (10) District workdays of the Superintendent or his/her designee's decision at Step 3, prior to an appeal to Arbitration, and with the mutual agreement of the parties, a grievance may be submitted for mediation through the Federal Mediation and Conciliation Services (FMCS) or the Michigan Employment Relations Commission (MERC) or other party that the District and the Association mutually agree upon. The parties will choose which Service to utilize through mutual agreement. If no mutual agreement is made within five (5) District work days, then the parties will rotate between FMCS and MERC starting with FMCS.

The parties will coordinate a date for mediation as soon as administratively possible, so as to not unduly delay the grievance process.

Mediators will be presented with the case facts, receive and review documents and hear testimony from each party.

If the grievance is not resolved through mediation, the Union may submit a grievance to arbitration in accordance with Step 5 of the Grievance procedure. The date of mediation will be used as the effective date to start the time frame within which the Association may make a timely appeal to arbitration.

It is agreed that any and all settlement discussions by the parties, recommendations, or opinions offered by the Mediators shall not be used by either party in the presentation of their case at arbitration.

Step 5:

Arbitration

If the grievance remains unresolved at the time of Step Four, it may be submitted to binding arbitration at the request of the Association provided written notice of the request for submission to arbitration is delivered to the Superintendent or his/her designee, within ten (10) District

workdays after the date of the mediation (or final date of mediation) at Step Four. The arbitrator shall be selected through the American Arbitration Association in accordance with its rules. The Arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him/her, and such opinion shall be binding upon the Board and the Association.

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement.

The Arbitrator's fee and expenses shall be shared equally by the Board and the Association. The costs for witnesses will be borne by the party requesting such witnesses.

- C. **Grievance Step Guidelines.** If a grievance arises from the alleged action of authority higher than the principal (supervisor) of a school, the grievance may be originally presented at the appropriate step of the grievance procedure.
- D. **Grievance Timelines and Appeal and Bar Grievance.** Failure at any step of the grievance procedure to communicate the decision on a grievance within the specified time limits shall permit an appeal at the next step of the procedure within the time which would have been allotted had the decision been given.

Failure to comply with the time limits in step one shall bar the grievance. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision and shall bar further appeal. Time limits may be extended, in writing, by mutual agreement.

- E. **Witnesses.** In all steps of this procedure, it is understood that the Association, principal, supervisor, Superintendent or his/her designee may request other members of the administration or representatives of the Association to be present.
- F. **Legal Agencies.** It is understood that if any employee files a charge with a governmental agency such as the Equal Employment Opportunity Commission, the Michigan Civil Rights Commission, the Michigan Department of Labor Bureau of Workers' Disability, and/or a similar state or federal agency, said charge shall not be subject to arbitration under this Agreement.

ARTICLE VI - SENIORITY

A. **Definition:**

- 1. System Seniority - System seniority shall commence on the date the employee commences regular employment as a bargaining unit member with the School District.
- 2. Department seniority shall commence on the date the employee commences regular employment as a bargaining unit member in the department.

B. A master system/department seniority list shall be kept and updated.

C. For purposes of identifying department seniority, the following departments will be in effect:

- 1. Instructional (Teacher Assistants/Paraprofessionals)

D. For the purpose of both system and departmental seniority the following shall apply:

- 1. In the event two (2) or more employees are assigned to a department or begin work on the

same day, the date and time of the job application from which they were hired shall determine the position on the list. In the event the job application dates are the same, position on the seniority list shall be determined by lottery.

2. If an employee is awarded a position in another department, then said employee's seniority into the new department shall commence the first work day after the expiration of the bid. The employee's seniority in his/her original department shall be frozen at the time of making the change.
 3. Employees who work less than eight (8) hours per day but four (4) or more hours per day shall receive credit for the full seniority. Employees who work fewer than four (4) hours per day will receive one-half (1/2) day seniority.
 4. Seniority for purpose of vacations, retirement, holidays or other fringe benefits shall be from the date of last permanent hire into the Southfield School District.
 5. Department seniority is to provide job security within a department; system seniority is to provide job security in the District.
- E. Seniority shall be broken, employment separated and employees shall be removed from the seniority list for the following reasons only:
1. If he/she resigns or is retired.
 2. If he/she is discharged and the discharge is not reversed.
 3. If he/she fails to return to work from layoff when recalled as set forth in the layoff procedure.
 4. If he/she is on any leave of absence (i.e., workers compensation or long-term disability) for two (2) years or longer and are receiving compensation for long term disability or workers compensation. In spite of this, if he/she is on an authorized unpaid leave of absence, seniority shall be frozen, as provided in Article XVII.

ARTICLE VII ASSIGNMENT, REDUCTION IN WORK HOURS, LAYOFF, AND RECALL

Notification Requirements:

- A. In the event the Board determines that it is necessary to reassign personnel, reduce hours, or lay off employees, the Association shall be notified, in writing, at least twenty (20) calendar days in advance of the scheduled reassignment. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet on the scheduled reassignment, reduction, or layoff, its necessary and possible alternatives.
- B. Employees whose positions are to be eliminated or reduced in hours by fifty percent (50%) or more shall be so informed in writing, at least fifteen (15) calendar days in advance of the scheduled elimination or reduction.
- C. The Board shall make reasonable efforts to keep individuals bumped or reassigned through the reassignment process informed of their assignment status.
- D. In the event that positions held by less than twelve (12) month employees are to be reduced or

eliminated at the beginning of the subsequent school year, the Board will normally begin the reassignment, reduction, or layoff process in the spring of the preceding school year.

Displacement Procedures:

The following procedures shall be adhered to should it be necessary to reassign personnel who may be displaced by consolidation or reorganization:

1. Displacement shall be made by specific position within each department of Position classification covered by this Agreement. The Administration shall determine and designate the specific positions to be eliminated. If vacancies exist at this time, or are to be created as a result of consolidation or reorganization, they shall not be posted, but shall be filled by qualified employees using these procedures as set forth in Article X.
 2. Employees whose positions are to be eliminated shall be placed on a list of displaced employees ranked in order by department seniority. Such a list shall be prepared for each department where eliminations have been designated.
 3. Employees who are notified of elimination of their positions may exercise their department seniority, as defined in Article VI, to seek reassignment within the same department by bumping the least senior individual in the department working the same number of hours and having the same length of work year. Known vacancies will be treated as positions held by the least senior department members (zero seniority). The employee who is bumped shall then be placed on the department displacement list in department seniority order. This procedure shall be followed until all personnel are assigned to the extent that positions are available.
- A. Employees who are displaced from their present department through the procedures delineated above may be reassigned to another department provided they are qualified. Such possible reassignment shall be made according to the following procedures:
1. Reassignment shall first be based upon any department seniority held in other departments. An employee may, at his/her option, bump the least senior member in another department if the employee has greater department seniority and is qualified for the position. If the employee holds seniority in more than one other department, the employee shall select the one (1) department into which they may bump.
 2. If the employee does not possess seniority in other departments, or has insufficient seniority to claim a position as detailed in #1 above, the employee may be reassigned to another department based upon his/her system seniority. Such an employee shall displace the least senior employee who has less system seniority and who holds a position for which the employee is qualified.
 3. The affected employee may elect to be placed on layoff status instead of exercising any rights provided under these provisions for reassignment.
- B. Those employees without an assignment as a result of the procedures delineated above shall be laid off.

Recall:

- A. Employees laid off through the procedures delineated above, shall be maintained on a seniority recall list.
- B. Vacancies shall be filled by first recalling the employee on the recall list who holds the most department seniority and is qualified for the position. If no employees on the recall list has department seniority and is qualified for the position, the employee with the most system seniority who is qualified for the position shall be recalled. If no such individual exists, the district shall fill the vacancy with a new hire.
- C. Should an employee be offered a position in accordance with the above for which he/she is qualified and refuses such appointment, he/she shall lose his/her rights to recall.
- D. No new employee shall be hired by the Board until all laid off employees eligible and qualified under the provisions of this article for that position have been recalled or have declined the opening.

ARTICLE VIII – TRANSFERS TO ANOTHER DEPARTMENT

- A. Transfers shall be defined as assignment to a different position in the bargaining unit.
- B. Transfer opportunities shall be posted in accordance to the procedure outlined in Articles X and XI.
- C. Transfers to a different department to all vacancies and new positions shall be made on the following priority basis:
 - 1. The candidate is able to meet the posted qualifications for the position.
 - 2. Should two candidates meet the posted qualifications and possess equal department seniority, selection shall be made on the basis of supervisor interview.
 - 3. Any current bargaining unit member wishing to transfer/assume a paraprofessional/teacher assistant position must meet one of the following requirements:
 - a) Complete at least two (2) years of study at an institution of higher education, or
 - b) Obtain an Associates (or higher) degree, or
 - c) Pass the State of Michigan test for teacher certification, or
 - d) Pass the ESP ETS Paraprofessional Assessment test.

The Association shall be notified of the individual appointed to a vacancy and the names of all internal applicants. Written notification shall be given to employees who applied and were not selected. Upon request, the Association shall be notified as to the reason an individual was appointed to fill a vacancy, which shall directly relate to the job description, posted qualifications, and seniority. The job description and posted qualifications shall reasonably relate to the major responsibilities of the posted position or function.

ARTICLE IX - PROMOTIONS TO SUPERVISORY POSITIONS

- A. Individuals promoted from bargaining unit to supervisory positions shall retain their seniority gained prior to such promotion. So long as they are supervisors, they shall retain that amount of seniority. Should a supervisor return to a unit job, he/she shall be entitled to a job commensurate with his/her seniority gained prior to promotion to the supervisory position, if a vacancy exists.
- B. A list of supervisory personnel shall be made available to the Association.

ARTICLE X - TRANSFERS WITHIN A DEPARTMENT

- A. Transfers within a department shall be defined as assignment to a different bargaining unit position in the department in which the employee is currently assigned. Employees shall be transferred by departments. The departments are as follows: English as a Second Language, Intense Student Support Network and General Education. Paraprofessionals who are transferred will receive the appropriate training for student specialized care for their new assignment within 30 days of being transferred.
- B. Employees may request a transfer in accordance with procedures outlined in Article XI of this Agreement. Where two (2) or more employees request a transfer, departmental seniority and qualifications for the position shall be the deciding factor.
- C. No employee may voluntarily transfer more than once per year (July - June 30). An employee shall be permitted to refuse a voluntary transfer only once within a given school year (July 1 - June 30).
- D. If no vacancy exists, two (2) employees may voluntarily exchange positions, provided that they are in the same department and classification. Such transfers shall be made only if there is concurrence by the employees, Association, and the Board.
- E. Temporary assignments of three (3) days or less to another building or a different classroom within the same building shall not be considered a transfer. The Association understands emergency situations may exist where an individual may be asked to temporarily work in another assignment within the department and the five (5) workday notice would not apply in those situations. The District recognizes emergency situations are not ongoing or reoccurring. The District will provide a forty-eight-hour notice, when possible, to the bargaining unit member of a temporary assignment.

When an Association member is transferred to another building under temporary assignment and the notification is on the same day, the individual will receive mileage from their home school to their new work location if the mileage is submitted to the District within 30 days of the transfer.

Effective upon the ratification of the 2020-2021 collective bargaining agreement, both parties acknowledge that a temporary assignment will apply to a bargaining unit member three times per semester, except under extreme conditions. The District will make every effort to have the temporary assignment last no longer than sixty days in an effort to allow the District to secure a replacement for the position. At the conclusion of the temporary assignment, the bargaining unit member will return to their previous assignment position (if the position is still available).

- F. In the event of a necessary involuntary transfer, the Board shall meet with the affected employee(s) and an Association Representative prior to the involuntary transfer in order to discuss the reasons for such action. Involuntary transfers shall not be made for the purpose of discipline. The employee who has been involuntarily transferred may not bid back to his/her previous position for a period of one (1) year; after one (1) year, the employee who has been involuntarily transferred may bid back only with the agreement of the Administration and the Association. The parties agree that for the needs of the students, individuals may be involuntarily transferred within the departments as defined above. In all cases of involuntary transfers, the Association will be notified, in writing at least five (5) workdays prior to the effective date of such transfer.

ARTICLE XI - VACANCIES

- A. A “vacancy” is an open position as determined by the Board.
- B. The following timeframes shall apply to employee's leave of absence employees who are on an approved leave of absence of three (3) months or longer or receiving workers' compensation as provided in Article XXII. If an employee is on leave:
 - 1. 1 - 30 days: An employee returning from leave shall be returned to the position prior to the leave.
 - 2. 31 - 180 days: An employee returning from leave shall be returned to a position in the District for which they are qualified.
 - 3. 181 days - Beyond: An employee returning from leave shall be returned to a position in accordance with the agreement.
- C. Vacancies shall be posted for at least three (3) workdays on the District website. During the posting period, the vacancy may be staffed on a temporary basis by a substitute.
- D. The vacancy shall be awarded to the employee having the greatest department seniority. Active employees and those who have notified the Board that they wish to return from leave of absence and are available for work shall be allowed to bid on posted positions. If employees who bid on a posted position do not have departmental seniority, the employee with the greatest system-wide seniority shall be awarded the position prior to hiring a new employee provided the employee meets the qualifications.
- E. Selection of employees to posted vacancies that are considered “transfers” shall be in accordance with Article VIII and X of this Agreement.
- F. Each position posted must include the following:
 - 1. Job Title
 - 2. Job Description
 - 3. Type of Work
 - 4. Location
 - 5. Starting Date

6. Rate of Pay
 7. Hours to be Worked
 8. Department and Classification
 9. Minimum Qualifications
- G. Postings making reference to “other duties as assigned” shall also indicate that such duties shall be related to the major responsibilities of the posted position or function.
- H. All eligible vacancies shall be posted within three (3) workdays after the position becomes vacant. Once a job is posted, the job title, job description, type of work, location, starting date, rate of pay, hours to be worked, department and classification, and minimum requirements shall not be changed without the mutual consent of the Association.
- I. The Board reserves the right to withdraw and/or not fill a posted position if unforeseen circumstances warrant such action. It is understood, however, that the withdrawal of a posting and/or not filling a vacancy shall not be used under any circumstances to block qualified candidates access to such positions. Such decision to withdraw and/or not fill a posted position shall be communicated to the Association, with the reasons no later than 12:00 noon of the last day of the posting period. Vacancies to be staffed shall be staffed within five (5) workdays after the expiration of the posting period.
- J. An employee promoted or transferred to a new position shall be allowed to return to his/her previous position until noon of the last day of the posting of such position.
- K. At the employee’s option or as a result of a less than satisfactory evaluation, the employee can be returned to his/her old position.
- L. If an employee’s qualifications for a new position are questioned, the specific deficiencies shall be identified by the Board and the employee shall be given an opportunity to demonstrate that he/she is qualified. Such demonstration shall include up to (15) fifteen workdays in the new position as determined by the administration in consultation with the Association. During a trial period the employee’s previous position shall not be posted and shall be filled by a substitute. If an employee declines a transfer by this provision, such transfer counts toward the one allowed transfer per year.
- M. The Association President shall receive copies of all postings and shall be informed of the result of each posting including the names of all applicants and of the employee selected to staff the vacancy. Copies of postings shall also be sent to the designated Association representatives and the Association office.
- N. An employee who is rehired by the Board may receive up to full credit for prior experience in the department for which he/she has been re-employed for pay purposes only.
- O. The Board may place an employee in a temporary position that is vacated due to the absence of the employee assigned to that position.

ARTICLE XII - SUMMER WORK ASSIGNMENTS

- A. Employees must be available for the full period of time designated for such work.

- B. Employees with past experience will qualify under the above plan.
- C. Employees other than twelve (12) month employees who are awarded summer work positions shall not accrue leave days, or vacation time credit for this supplement work, nor shall they accrue any additional fringe benefits.
- D. Employees other than twelve (12) month employees who are awarded summer work that is available which is directly related to their regular assignment shall receive their regular rate of pay. Employees assigned to other positions shall be paid in accordance with the rate negotiated by the parties for that position and listed on the posting.
- E. Employees awarded summer work in their classification/department, shall be awarded such work on a rotational seniority basis.

ARTICLE XIII - RESIGNATION AND RETIREMENT

- A. When an employee desires to terminate his/her employment, there must be at least forty-five (45) calendar days written notice given to the Division of Talent Management. Upon mutual agreement between the parties, all or part of this notice may be waived. In the event of reemployment, such employee shall be considered as a new employee.
- B. Any employee who discontinues services with proper notice does not forfeit the right to earned vacation time.
- C. In appreciation for services to the school district, a severance payment of seventy dollars (\$70.00) per year of service (up to thirty (30) years) shall be paid upon resignation or retirement of employment, provided the employee shall have been employed in the school district for a period of fifteen (15) years and retires at the end of the school year (effective date in the month of June or July or August). Leaves of absence shall not be counted as service. For employees who resign or retire before the end of the school year (effective date in the month of June or July or August) and have been employed in the school district for a period of fifteen (15) years, will receive a severance payment of thirty-five (\$35.00) dollars per year of service (up to thirty (30) years).
- D. Further, an employee with fifteen (15) years of service with the district who resigns or retires shall be paid twenty dollars (\$20.00) for each unused leave day in their individual bank above eighty (80) days to a maximum of sixty (60) such excess days.
- E. For unforeseen and extenuating circumstances (e.g., disability retirement, major life and/or medical event, etc.), a bargaining unit member will provide a written appeal request for waiver of the notice period as outlined in section A above if the referenced 45 days cannot be met. The Chief Talent Management & Organizational Efficacy Officer will determine if the notification period and/or the end of year retirement or resignation date requirement may be waived so the individual is eligible for either section C or Section D above as it relates to the leave days payout. The decision of the Chief Talent Management & Organizational Efficacy Officer is not subject to the grievance process.

ARTICLE XIV - PROBATIONARY PERIOD

- A. All S-MESPA hired by the Board shall serve a ninety (90) workday probationary period. Such

probationary employees shall not transfer to any other unit position until permanent employment has been granted after the expiration of the ninety (90) workday probationary period.

- B. Seniority shall commence upon initial employment.
- C. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period including termination of such probationary employees which shall be subject to the grievance procedure up to but not including arbitration.
- D. All insurance benefits provided in this Agreement shall be provided to a probationary employee upon completion of the probationary period.
- E. Leave day credit shall accrue during the probationary period but may not be used during such period. If a paid holiday falls within a probationary period, the employee shall not be paid for such holiday.
- F. If a probationary employee is absent the probationary period shall be extended by the duration of such emergency.
- G. Probationary employees shall be evaluated according to the procedures set forth in Article XXI.
- H. The Association President shall be notified of all newly hired employees and those who successfully complete the probationary period.

ARTICLE XV - DISCIPLINE, DEMOTION, AND DISCHARGE

- A. The Board retains the right to discipline, demote, and/or discharge an employee for just cause and with due process for violation of the terms of this Agreement or Board policy. Prior to a recommendation to the Board for dismissal of an employee, said employee shall be provided an administrative hearing. Such hearing shall be conducted so as to provide the employee the right of representation, knowledge of charges, and opportunity to present and cross-examine witnesses.
- B. A progressive disciplinary program shall govern actions taken. The progression shall be as follows:
 - Step 1** Verbal Warning (with Union Representation Present)
 - Step 2** Written Warning
 - Step 3** Written Reprimand
 - Step 4** Paid/Unpaid Suspensions
 - Step 5** Demotion/Termination
- C. The Board reserves the right, on a case-by-case basis, to jump over steps based on the severity of the charges facing The Employee.
- D. The Association shall be notified, in writing, of any written disciplinary, demotion or discharge

action of any employee unless the employee signs a waiver of such notification with a copy to the Association.

- E. An employee shall at all times, upon his/her request, be entitled to the presence of a representative of the Association when he/she is being reprimanded or disciplined for any delinquency in his/her performance. When a request for the presence of an Association representative is made by the employee or administrator, no action shall be taken with respect to the employee until such representative of the Association is present. The Association shall provide such representation within two (2) school days. Prior to beginning any meeting where discipline is likely to take place, the administrator/supervisor shall inform the employee of the purpose of the meeting and of his/her rights to representation. In the event the employee does not wish representation by the Association, the Board shall provide a written waiver of such for the employee's signature, a copy of which shall be transmitted to the Association.

ARTICLE XVI - PAID LEAVE OF ABSENCE

- A. Paid Leave of Absence days are a benefit that provides salary protection when an employee is unable or not available for work due to illness or matters outside his/her control. Subject to the limitations set forth hereinafter, employees shall have the right to leave without loss of pay provided leave days in the employee's leave day bank or sick bank are available.
- B. During the first year of employment, leave days shall be earned by employees as follows:
 - 1. Probationary employees shall receive three (3) leave days.
 - 2. Ten (10) month employees - 1.3 days/month of employment.
 - 3. Twelve (12) month employees - 1.25 days/month of employment.

Upon the completion of one (1) year of employment, employees shall receive leave days earned by month as in B above and credited as follows:

- 1. Ten (10) month employees - 13 days/year.
- 2. Twelve (12) month employees - 15 days/year.

Paid Leave Days may not be taken immediately preceding or following a holiday or school recess unless an emergency exists and upon written approval of the employee's immediate supervisor.

- C. Unused leave days will be cumulative and carried over from year to year to a maximum of 200 days. Those that have more than two hundred (200) days accumulated on June 30, 2013, will maintain their total accumulation. Any leave days used during the school year will first be deducted from the allotted leave days.
- D. If a death occurs among the members of an employee's immediate family, the employee shall be excused from work three (3) work days to attend the funeral and make other necessary arrangements without loss of pay from the day of death. The phrase "immediate family" for the purpose of this Section shall mean husband, wife, child, father, mother, sister, brother, father-in-law, mother-in-law, stepfather, stepmother, grandchild, grandmother, grandfather or any dependent for which the employee has sole responsibility. Such leave is subject to the approval of the Division of Human Resources, and the employee must be working during the time of the bereavement. Such time shall not be taken from the leave day accumulation of the employee.

- E. Any employee who is summoned for jury duty, court appearance as a witness in any case connected with the employee's employment, the school, or whenever the employee is subpoenaed to attend such proceedings, including depositions, there shall be no charge to the employee's individual leave bank, however, the employee must notify the Division of Human Resources, within twenty-four (24) hours of receipt of such notice or subpoena. If an employee is summoned and reports for jury duty, he/she shall be paid the difference between the amount he/she received as juror and his/her pay, which would have been received that day. This amount will be determined by calculating the average pay received, exclusive of overtime, for the ten (10) workdays preceding the first day of such an absence. A court appearance initiated by the employee (not jury duty and not a case connected with the employee's employment or the school) shall be charged to the employee's leave bank as Personal Business, if such leave day approval is granted by the Administration.
- F. To be eligible for jury duty pay differential, the employee must furnish the employer (supervisor and the Division of Human Resources) with a written statement from the appropriate public official listing the dates he/she received pay for jury duty. Any employee found abusing this privilege shall not be entitled to pay differential.
- G. Leave day requests shall be submitted to the immediate supervisor who shall provide disposition within forty-eight (48) hours of submission.
- H. The Board reserves the right to have an employee examined by a Board appointed physician at Board expense for reasons of illness or disability.

ARTICLE XVII - UNPAID LEAVE OF ABSENCE

- A. Leaves of absence for reasons listed below may be granted upon written request to the Superintendent or his designee, for periods not to exceed one (1) year.
 - 1. Eligibility for a leave of absence requires a minimum of one (1) year of continuous employment by the Board as a permanent employee.
 - 2. An extension of such leave of absence, but not to exceed one (1) year, may be recommended by the Superintendent and approved by the Board of Education.
 - 3. An employee granted a leave of absence of longer than three (3) calendar months by the Board shall be given a position upon his/her return, provided there is an opening for which he/she is qualified. This shall be affected by the employee bidding on posted vacancies according to the procedures in Article XI - Vacancies.
 - 4. An employee is required to notify the Chief Talent Management & Organizational Efficacy Officer, in writing, at least thirty (30) calendar days preceding the expiration date of a leave indicating his/her desire to return, request an extension, or resignation. Otherwise, the employee will be considered as terminating his/her employment with the District.
 - 5. Leaves of absence may be granted for the following reasons: Health (including maternity), military service, personal reasons, study or travel, Peace Corps, Volunteers in Service to American (VISTA), adoption, paternity, service in political office, and service in an

Association position.

- B. Upon recommendation of a physician, a health leave without pay may be granted. At the end of such leave, the employee must either return or resign, unless an extension is requested by the employee and recommended by the Superintendent and approved by the Board of Education. Extensions shall be requested on an annual basis or may be requested for a period of time less than one (1) year.
- C. When the employee's health permits his/her return, he/she shall so request the Superintendent in writing, and submit a statement from a physician certifying his/her fitness to return. In the event of a question of the employee's fitness for work, the Board has the right to request an examination at Board expense, by the Board's designated physician. Persons on health leave shall not be eligible for fringe benefits.
- D. Any employee covered by the salary schedule who terminates employment in the school district to perform active service in the Armed Forces of the United States is entitled to reemployment rights in the position he/she is vacating, or one of like status and pay scale provided:
 - 1. The position vacated is other than temporary.
 - 2. He/she is honorably discharged from the Armed Forces.
 - 3. He/she applies for reemployment within ninety (90) calendar days after discharge, or within ninety (90) calendar days from being certified physically fit after discharge from the hospital, resulting from incurred injury.
 - 4. He/she is still qualified to perform the duties of the positions.

In the event of reemployment, the following provisions shall apply:

- a) Accrual of seniority shall be granted.
 - b) Increments shall be added as if the employee has been in the school district during such active service in the Armed Forces.
- E. Whenever possible, surgical procedures and extensive dental work should be scheduled when school is not in session and said period would allow sufficient recuperation time.
 - F. Employees are expected to fulfill their employment obligation to the district. However, there may be occasions when an employee may request voluntary time (time off without pay). Such requests shall be made to the employee's immediate supervisor at least five (5) work days prior to the time to be taken. All requests are subject to the final approval of the immediate supervisor. Such time shall be limited to ten (10) work days unless extenuating circumstances exist and final approval is granted by the employee's immediate supervisor.
 - G. No new employees shall be hired until all employees who wish to return from leave of absence, and who have followed the requirements of this article have been returned to active employment.

ARTICLE XVIII - WORKING HOURS

- A. All employees in the bargaining unit shall receive a paid lunch and rest period as follows:
 - 1. More than seven (7) to eight (8) daily hours - one (1) thirty (30) minute lunch period and two (2) ten (10) minute rest periods.

2. More than six (6) to seven (7) daily hours - one (1) thirty (30) minute lunch period and one (1) ten (10) minute rest period.
 3. More than five (5) to six (6) daily hours - a combined lunch and rest period of thirty (30) minutes.
 4. More than four (4) to five (5) daily hours - a combined lunch and rest period of twenty (20) minutes.
 5. Less than four (4) daily hours - a combined lunch and rest period of fifteen (15) minutes.
- B. Failure to take the assigned rest period shall not result in a lengthening of the lunch period or a shortening of the work day unless specifically arranged with the immediate supervisor to cover unusual occasions.
- C. Overtime rates shall be paid on the following basis:
1. Time worked over forty (40) hours per week will be paid time and one-half.
 2. Subject to Section F, of this Article, double time will be paid for work on Sunday and Holidays (in addition to Holiday pay provided for by this Agreement).
 3. Overtime shall be paid when:
 - a) Time is worked by less than full time employees when they have completed their normal schedule and are required to return to work in the same day.
 - b) It shall be the responsibility of each employee to provide the employer with his/her current home phone number for the purposes of overtime notification. In the event the employee does not provide his/her most current phone number, the employer shall not be responsible for any overtime lost by that employee. Written confirmation of receipt of such information shall be given to the employee.
 - c) A less than full time employee shall have the right to assume more than one (1) bargaining unit position provided such coupling does not result in a regular work schedule that exceeds eight (8) hours per day or forty (40) hours per week.
 - d) An employee who is on a temporary assignment to another location/department shall be given access to overtime in his/her original building/department after those individuals who are currently within their building/department have declined said overtime. In addition, this preference shall also be given prior to contacting and assigning individuals who are on the District outside the building/department list.
 4. All overtime records will be made available from the Administration, upon request, to the Association President. A copy of departmental overtime shall be posted the first (1st) workday of each month on the department bulletin boards.
- D. Overtime assignments shall first be made from within a given building or given department. Individuals to be assigned overtime within their building or department shall be identified from a list of volunteers, ranked in seniority order, on a rotation basis. Employees shall sign up at the beginning of each school year or sign a waiver of overtime statement. Employees who sign up

after the initial list is established shall be placed on the bottom of the listing.

- E. Individuals to be assigned overtime outside of their building or department shall be made from a list of volunteers, ranked in seniority order, on a rotation basis. Employees shall submit interest for such assignments, once a year on a form to be distributed by the Board and by a date to be determined by the Board. Any employee on such list shall be able to refuse overtime twice for justifiable reasons. More than two (2) refusals for any reason shall cause the employee to be removed from the list for the year. An employee may voluntarily request removal from the list at any time. Overtime employees selected for a specific job shall continue until completion of that job.
- F. When school is cancelled, and official public notice via the news media, including television and radio broad casts is announced employees classified as, Teacher Assistants and Paraprofessionals, will not be required to report for duty and shall not suffer loss of pay. These employees shall not be required to report for duty and shall not suffer loss of pay if an emergency or "red alert" is declared by a municipal, county or state agency. If any employee required to report under this provision fails to report on such day, his/her position shall be filled by another bargaining unit member.
- G. Upon mutual agreement, the Board and Association shall develop and/or continue programs of flexible hours and/or a four (4) day work week.

ARTICLE XIX - HOLIDAYS

- A. All twelve (12) month employees shall be paid for the following Holidays, if school is not in session:

Labor Day	New Year's Day
Thanksgiving Day	Martin Luther King, Jr. Day
Day after Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day
Christmas Day	Independence Day*
New Year's Eve Day	

- B. *Ten (10) month employees shall be paid for all the above Holidays with the exception of Independence Day, unless they have received approval for summer extended employment which is for the period before Independence Day.
- C. Should any days designated in Section A of this Article be determined by the Board to be school days, then additional days when school is not in session, shall be granted.
- D. If any of the above holidays fall on Sunday, the following Monday shall be considered the holiday. If any of the above holidays fall on Saturday, the Friday preceding shall be considered the holiday. If an employee works on one (1) of the above holidays, he/she will receive eight (8) hours holiday pay plus double time for the hours worked. Employees regularly working less than eight (8) hours per day will receive their holiday pay on their regular workday basis, plus double time for the hours worked. Payment for double time for working on holidays shall be on the basis

of when such work is performed not when it is initiated.

- E. In order to qualify for these paid holidays, an employee must work on the scheduled workday before and scheduled workday after the holiday. Employees who miss these days because of illness may be required to provide a doctor's statement or substantiate proof to receive payment for the holiday.
- F. When State or Federal statutes, laws, or regulations require that any of the holidays designated in Section A of this Article be observed on the day other than set forth above, the holiday shall be observed on the day or date prescribed by State or Federal statute, whichever is controlling.

ARTICLE XX - VACATIONS

- A. Paraprofessional/Teacher Assistant employees hired after August 3, 2015 shall receive no vacation days.
- B. Effective August 3, 2015, eligible Paraprofessional/Teacher Assistant employees will receive a reduction in vacation days by 50% (based upon 2014-2015 accruals as of June 30, 2015).
- C. Eligible employees who work less than forty (40) hours a week shall receive vacation pay based on their regularly scheduled work week.
- D. Eligibility for one's vacation period will be computed as of his/her anniversary date.
- E. Years of service for ten (10) month employees for determination of vacations are computed as of June 30, and employees will receive their checks prior to the conclusion of their regular work year.
- F. All eligible employees will be granted non-cumulative vacations without loss of pay, as follows:

<u>Years of Service</u>	<u>Less than 12 Month</u>
After one (1) year	5 work days
After five (5) years	6 work days
After ten (10) years	7 work days
After fifteen (15) years	8 work days
After sixteen (16) years	9 work days
After seventeen (17) years	10 work days
After eighteen (18) years	11 work days
After nineteen (19) years	12 work days

- G. Less than twelve (12) month employees shall have the option of using earned vacation time in order to be compensated for non-work days such as Insufficient Membership Days; any non-holidays during the Winter break, Mid-Winter break and Spring recess.
- H. If an employee is laid off, retires or resigns from the Board, he/she shall receive any unused vacation credit.

- I. When a paid holiday falls within a vacation period, the employee shall receive an additional day vacation without loss of pay.
- J. An employee may not use a vacation day in order to receive compensation for a professional development day.

ARTICLE XXI - EVALUATIONS

- A. All employees shall be formally evaluated by their immediate supervisor during their probationary period as described in this agreement.
- B. Probationary employees must be formally evaluated on or before the fortieth (40) and eightieth (80) workdays of their ninety (90) workday probationary period. Conferences shall be held on or before the fortieth and eightieth workday periods. Deficiencies shall be documented and clearly noted on the S-MESPA evaluation form and should be explained to the probationary employee at each conference. The probationer shall receive a copy of the evaluations, and the evaluator shall send copies to the Division of Human Resources.
- C. A final evaluation conference shall be held before the eightieth (80) workday. As with the other conferences, the S-MESPA evaluation form should be completed and given to the probationer with a copy sent to the Division of Human Resources. Finally, the supervisor shall submit to the Division of Human Resources ten (10) workdays before the expiration of the probationary period, and one (1) page final evaluation narrative. Such narrative shall minimally contain a paragraph describing the strengths of the probationer, a paragraph describing the weaknesses and deficiencies of the probationer, and a statement indicating whether the supervisor recommends permanent employment or termination.
- D. Non-probationary S-MESPA employees shall normally be evaluated annually. The evaluation process shall utilize the appropriate form. The procedure of evaluation shall be as follows:
 - 1. Supervisor shall meet with employees who are scheduled for evaluation in order to explain the evaluation procedure, go over the appraisal form, and answer any questions the employees may have.
 - 2. Following the initial meeting and before the end of the year appraisal, employees may be observed in their work on an ongoing basis for two (2) twenty (20) minute periods where the nature of the position lends itself to observation and where deemed practicable by the supervisor. In any event, the supervisor may rely on the totality of his/her experience with the employee to complete the evaluation.
 - 3. Employees shall be notified in advance as to when the final evaluation conference will take place. Employees may have an Association representative in attendance if requested.
 - 4. Where the employee is deficient and needs improvement, the evaluator shall minimally provide written comments indicating the specific nature of the deficiency, the observation(s) on which the evaluator has relied to form his/her conclusions, and specifically how

improvement could be accomplished through a plan of assistance. This plan of assistance shall be developed by the appropriate supervisor in consultation with the individual employee.

5. The completed appraisal form must be completed by the supervisor and submitted to the Division of Human Resources by June 30 of each second year of employment.
 6. Employees shall receive a copy of the evaluation, and will be requested to sign the evaluation as an indication of receipt, not necessarily agreement.
- E. Evaluation records shall be kept on forms provided by the Division of Talent Management and distributed to the appropriate administrator. The records shall show instances of outstanding performance, alertness, diligence and interest in work as well as any acts, which may tend to lessen the employee's value to the school district.
 - F. Each employee shall have the right upon request to review the contents of his/her personnel file in the presence of the appropriate administrator. The employee shall have the right to Association representation during such review. It is further understood that files maintained by supervisors or other administrators shall be subject to the terms of this Article.
 - G. Each employee shall receive a copy of his/her evaluation with right to review and challenge. Such challenge may be by virtue of a grievance or by submitting a written response, to be placed in the file with the evaluation.
 - H. No modifications or changes will be made in the evaluation procedure without the prior, mutual agreement of both parties.
 - I. If on-site inspections are made of a building, the employee(s) will be provided with copies of any records that the Administration makes regarding the condition of the building or the quality of the work performed if such records are to be used as a basis for future evaluations.
 - J. All observations of an employee's work shall be conducted openly and with the employee's knowledge. Electronic surveillance and other covert methods of observation will not be employed.
 - K. The evaluation tool shall be available for use via the district's website.

ARTICLE XXII – WORKERS’ COMPENSATION

- A. Workers’ Compensation shall be provided as required by law. In addition, employees drawing Workers’ Compensation benefits shall supplement their weekly benefits up to a maximum of their gross weekly income by drawing on their accumulated leave banks. Such used leave days shall be charged to the employee's leave bank on a pro rata basis. An employee may not draw against his/her vacation bank. The maximum period of such full salary coverage shall be no longer than the qualifying period for long term disability coverage. If an employee has no accumulated leave bank, no salary supplement shall be paid by the Board.
- B. The Board shall not be obligated to pay any such difference to an employee who receives a cash settlement, i.e., redemption, in lieu of weekly payments of compensation, when such cash amount

has been agreed to in the form of a settlement or hearing finding.

- C. In the event of termination prior to the expiration of the time periods in Section A, rights to continue payment of supplemental benefits by drawing on employee leave banks shall cease.
- D. Employees on Workers' Compensation shall receive, for the first ninety days or the number of accumulated sick days, whichever is greater, continued accrual (loading) of leave days, holidays and vacation. Payment shall be made during that timeframe for vacation and holidays. In the event disability continues beyond the waiting period (one hundred eighty (180) calendar days or the number of accumulated sick days, whichever is greater) of the Long Term Disability, the employee shall be placed on such leave of absence. Seniority shall continue to accumulate as if the employee were actually working. Full insurance coverage shall be continued at Board expense for such eligible employees, as long as they continue on Workers' Compensation.
- E. If an employee is eligible for Workers' Compensation the employee's position shall be held open for a maximum period of ninety days. Upon the event of termination of eligibility of the employee for Workers' Compensation benefits whose position has been lost due to this clause, he/she shall be afforded the same rights as an employee requesting return from Unpaid Leave of Absence in accordance with this agreement.

ARTICLE XXIII - EMPLOYEE'S PROTECTION

- A. Complaints by any Supervisor shall be called to the employee's attention if a permanent record is to be made of such a complaint, if such complaint may lead to disciplinary action at a later date, or be used for evaluations.

A complaint about an employee by a person other than the employee's supervisor shall be called to the employee's attention at administrative discretion. However, if a permanent record is to be made of such a complaint, if discipline may occur, or if the complaint may affect an evaluation of the employee, such complaint shall be called to the employee's attention - specifically what the nature of the complaint is and that the complaint is being investigated. Upon completion of the investigation, the supervisor's disposition of the complaint shall be made known, in writing, to the employee. The name of the complaining party or parties shall be revealed to the employee if a permanent record is made of such complaint, if such is to lead to disciplinary action, or used in an evaluation of the employee.

- B. If any employee has a complaint against him/her lodged with the police department, or issued as a result of any action taken by the employee while in the performance of his/her regularly assigned duties and performing properly, lawfully, and in accordance with written Board policy and written administrative regulations, the Board shall refer the matter to its insurance carrier with the request that all necessary assistance be rendered to the employee in his/her defense.
- C. Time lost by an employee in connection with the complaint or suit, as mentioned in this Article, shall not be charged against the employee.
- D. Should an employee incur injury or damage to himself/herself as a result of an accident suffered in the course of his/her employment, the Board shall refer the claim to the insurance carrier for

appropriate disposition. Article XXVII of this Agreement shall apply to such case.

Should an employee incur damage or loss of personal property in the course of his/her employment, the Board shall refer the claim to the insurance carrier for appropriate disposition. If the disposition results in a claim being paid by the Board's insurance carrier, any deductible required will be paid by the Board.

Such protection shall also apply to loss of personal property as long as:

1. Prior notice and written approval of the supervisor has been obtained for the use of said property in the building.
2. Loss as the result of forced entry into the area where the property was locked up and/or stored.

ARTICLE XXIV - PAYROLL DEDUCTIONS

- A. All employees in the bargaining unit must have on file an exemption card for withholding tax as required by I.R.S. in the Division of Human Resources. Any employee desiring a change in exemptions shall do so by filing a new card. Deductions are based upon a schedule supplied by the Federal Government.
- B. Employees may request that additional deductions be made from their pay for District approved purposes, including but not limited to charities, foundations, and tax-sheltered annuities.

ARTICLE XXV - WORKING CONDITIONS

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety or well-being. Except for in exigent circumstances, paraprofessionals shall not be expected to monitor students suspected of being positive for COVID-19 or its variants.
- B. The Board shall provide adequate rest areas, lounges and restrooms for employees use.
- C. The Board shall provide reasonable support and assistance to employees with respect to the maintenance of control and discipline of students in the employee's assigned work area. The Board shall take reasonable steps to relieve the employee of responsibilities with respect to students who are chronically or seriously disruptive or repeatedly violate rules and regulations.
- D. The District will provide latex gloves and appropriate containers for disposal for employee use; a training program will be provided to instruct employees in the proper use of such equipment.

ARTICLE XXVI - MISCELLANEOUS

- A. The Board agrees to establish an inventory of all tools needed to operate efficiently. Subject to Board approval, employees using their own personal tools at work may have them replaced, upon proof of theft, or repaired, if they are broken and in need of repair. The Board shall order such replacement or repair of tools in a reasonable period of time.
- B. Upon the approval by the Board, all employees will be encouraged and allowed to participate in

in-service training programs in order to improve their efficiency on the job. Employees who participate in such a Board sponsored program that improves their efficiency and benefits the School District, will be compensated at the regular hourly rate, or released from regular duty to participate. C.P.R. (cardio-pulmonary resuscitation) training will be provided for all employees.

A Joint Professional Development Committee will convene between March 2022 and June 2022 to establish the content and the design for such a day. Minimally the committee shall be made up of the president of MESPA or designee from the MESPA unit, the Director of Intense Student Support Network, the Supervisor of Technology and Assessment and three (3) representatives designated by the school district.

The Joint Committee shall also be responsible for reviewing plans for building/work-site professional development days and creating the annual training program for MESPA.

- C. The safety and sanitary conditions of work and the condition of all equipment shall comply with applicable State and Federal laws. A joint standing safety committee will review methods for cooperative establishment and enforcement of safety rules.
- D. Employees' personal lives are not within the appropriate concern of the Board as long as they do not adversely affect the performance of their duties.
- E. The Board agrees that neither they nor their agents shall attempt to initiate any exceptions to this Agreement, except through the Association or through specific mechanisms agreed to hereunder.
- F. Any employee using his/her personal car for school business at the direction of the building principal or unit supervisor will be paid at the then current per mile rate allowed by the Internal Revenue Service of the United States Department of Treasury. Proper forms must be submitted for Board approval of mileage expense.
- G. Classes and in-services held within the district or otherwise approved by the district for the purposes of this provision and held after the regular workday will be compensated at the rate of time and one-half (1-1/2) for all hours over forty for that work week. This provision shall not apply for approved conference attendance.
- H. An employee to whom the Board provides a uniform and/or provides a uniform allowance shall be required to wear the uniform while on duty. The Association shall appoint employees to assist in the selection of uniforms, which shall be determined by mutual agreement. New employees shall be furnished uniforms within a reasonable period of time.
- I. Using the job descriptions contained in the 2008-11 master agreement as a base, it is agreed that any changes that effect employees as of June 2012, will be negotiated. Changes made by the Board not effecting employees as of June 2012, will require the Board to inform the Association.
- J. Immediate Supervisors
 1. Employees shall have one immediate supervisor.
 2. The person designated as the immediate supervisor shall be the building principal if assigned

to a school building, or shall be the Department Supervisor if assigned to some other location.

3. The immediate supervisor as defined in 2 above may designate another administrator as the immediate supervisor. In such instances, the employee shall be notified, in writing, no later than the first day of school, of who the principal or Department supervisor has named as the designated immediate supervisor for the school year.
4. Employees who have been notified of their immediate supervisors per numbers 1-3 above shall assume that such supervisors have not changed from year to year unless so notified by the Administration.

ARTICLE XXVII - INSURANCE

- A. The District shall pay the annual maximum Hard Cap amount as defined yearly by the State Treasurer with respect to PA 152 of 2011 and the Employees will be responsible for contributing the remaining balance (above hard cap) of the insurance premium on a pre- tax basis. This contribution will be based on the subscriber's status - Full Family, Two Person, Single Subscriber or those not electing Health. The employee is also responsible for 10% of all ancillary plans (Dental, Vision, Life, and LTD).

Medical Plan Options (for employees electing MESSA Health Insurance)

Health Choice 1: Choices II

The co-pay on prescription drugs shall be according to the "3 Tier and Mandatory Mail" plan and there shall be a \$500/individual /\$1,000 family deductible for in-network and \$1,000 for individual and \$2,000 per family per calendar year for out-of-network. Also, there will be a \$20 office visit co-pay.

Health Choice 2: Choices II

The co-pay on prescription drugs shall be according to the "3 Tier and Mandatory Mail" plan and there shall be a \$1,000/individual/\$2,000 family deductible for in-network and \$2,000 for individual and \$4,000 per family per calendar year for out-of-network. Also, there will be a \$20 office visit co-pay.

Health Choice 3: ABC Plan 1

The co-pay on prescription drugs shall be according to the "ABC MAIL" plan and there shall be a deductible, as defined yearly by federal law for high deductible health plans, \$1,350/individual /\$2,700 family deductible for in-network and \$2,600 for individual and \$5,200 per family per calendar year for out-of-network.

Health Choice 4: ABC Plan 2 with 20% Coinsurance

The co-pay on prescription drugs shall be according to the "ABC MAIL" plan and there shall be a \$2,000/individual /\$4,000 family deductible for in-network and \$4,000 for individual and \$8,000 per family per calendar year for out-of-network.

Long Term Disability:

70%
\$5,000 Maximum per month
Modified fill or 180 calendar days whichever is greater
Freeze on offsets
Alcohol/Drug - Same as any other illness
Mental/nervous - 2 years

Delta Dental:

100:90/90/90: \$1,500 or if spouse has coverage by another carrier
50/50/ 50: \$1,000 (with sealant)

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

Vision:

VSP-3 Plus

Opt-Out Option (for employees not electing MESSA Health Insurance)

Long Term Disability:

70%
\$5,000 Maximum per month
Modified fill or 180 calendar days whichever is greater
Freeze on offsets
Alcohol/Drug - Same as any other illness
Mental/Nervous - 2 years

Delta Dental:

100:90/90/90: \$1,500 or if spouse has coverage by another carrier
50/50/50: \$1,000 (with sealant)

Negotiated Life:

\$45,000 Life and Accidental Death & Dismemberment

Vision:

VSP-3 Plus

- B. The terms of any contract or policy issued by an insurance company hereunder, shall be controlling as to all members concerning benefits, eligibility, termination of coverage, and other related matters.

- C. The Board, by payment of the premium payments required to provide the coverage, shall be relieved from all liability with respect to the benefits provided by the insurance coverage as above described. The failure of an insurance company to provide any of the benefits for which it had contracted, for any reason, shall not result in any liability to the Board or the Association, nor shall such failure be considered a breach by either of them of any obligation.

- D. Differences between employees or beneficiaries of employees and any insurance company shall not be subject to the grievance procedures.
- E. In the event of strikes and stoppages by the Association, during the term of this Agreement, all benefits under this Article shall be immediately terminated and discontinued.

ARTICLE XXVIII - PARAPROFESSIONALS/TEACHER ASSISTANTS

- A. Teacher Assistants and Paraprofessionals are to be considered to be within the same department.
- B. If a Teacher Assistant/Paraprofessional is asked to report to work on a day when students are dismissed early, they shall be paid a minimum of one-half (1/2) of their regular workday.
- C. In-service for members of this department are highly desirable. The Board shall undertake to institute such in-service sessions and members shall receive their regular compensation for attending such activities.
- D. Teacher Assistants/Paraprofessionals shall be reimbursed for classes that are job related and have prior approval of their supervisors.
- E. The work year for Teacher Assistants and Paraprofessionals shall at least include all student days, records and preparation days of teachers, and any school day which is reduced for the purpose of in-service or parent-teacher conferences. Child Development Center Teacher Assistants and Paraprofessionals shall work on days of student screening.
- F. If the beginning and ending of the identified work year for Teacher Assistants/Paraprofessionals is other than the regularly established school year, the dates for such work year shall be made known to the affected Teacher Assistants/Paraprofessionals at least thirty (30) calendar days prior to the date of such work year.
- G. Once the work year is defined as in Part E it shall not be changed for that given year unless an emergency occurs. If such an emergency occurs that requires a change, the Association and Teacher Assistants/Paraprofessionals shall be notified and consulted at least five (5) workdays in advance.
- H. To be classified as a Paraprofessional an employee must either:
 - 1. Have a minimum of thirty (30) semester hours or forty-five (45) credit hours in allied or related classes.
 - 2. Five (5) years of service with the Southfield Public Schools in the area of responsibility and a minimum of five (5) related classes (15) credit hours or (10) semester hours.
- I. Effective July 1, 2022, the normal workday for Paraprofessionals and Teacher Assistants shall be seven and one half (7.5) hours per day, unless bargaining unit members are eight (8) hour

employees at the time of ratification of the 2020-2024 collective bargaining agreement. Half time Paraprofessionals and Teacher Assistants shall work fifty percent (50%) of the normal workday for full time employees in the same type position.

- J. When evening conferences or building orientations are scheduled, the Administration shall determine if Teacher Assistants and Paraprofessionals will work, and, together with the teacher, shall determine the nature of their assignments. Customary job duties as delineated in the employees' job descriptions may be modified as determined by the teacher and Administration.
- K. A uniform allowance of \$75.00 per year will be provided by the district to Paraprofessional/Teacher Assistants when they are required. When a uniform is required by the District, a uniform allowance of \$100.00 per year will be provided to Paraprofessional/Teacher Assistants who specifically work with or are in contact with bodily fluids. Bargaining unit members will make a request to the Director of Intense Student Support Network.
- L. Hours and Utilization of Teacher Assistants/Paraprofessionals:
 - 1. The basic function is to provide instructional assistance under the direct supervision of the teacher such as individual and small group instruction.
 - 2. Time shall be provided for the Teacher Assistant/Paraprofessional to perform functions to assist the teacher (i.e. dittos, correcting papers, etc.).
 - 3. Time shall be allocated for joint communication, planning, preparation and exchange of ideas between the teacher and Teacher Assistant/Paraprofessional. Periodically a greater block of time should be provided for more intensive planning.
 - 4. Teacher Assistants/Paraprofessionals shall work the same calendar and essentially the same schedule as the teacher to whom they are assigned.
 - 5. Teacher Assistants/Paraprofessionals will not be assigned lunchroom or playground duties, but may be assigned instructional duties outside their assigned teachers' classrooms, where students to whom they customarily provide instructional support are in need of assistance. Further, where teachers are teaming together or working as an instructional support team during a non-instructional time and one or more of the teachers has a Teacher Assistant/Paraprofessional, the team (including the Teacher Assistant/Paraprofessional/s) may decide, and the aides' supervising teacher may direct, the aide/aides to work with or observe any of the children assigned to the team. The scheduling of the aide/aides in this case is situational and instructionally driven and is not to be part of a pre-determined long-term assignment.
- M. At the end of the school year class size overage Teacher Assistant/Paraprofessionals shall be retained in their current position and not displaced until the next upcoming school year following the September Count Day.
- N. At the start of a school year class size overage Teacher Assistants/Paraprofessionals shall be placed based on actual attendance following the Fourth Wednesday of September.

1. Teacher Assistants/Paraprofessionals may also be assigned to such general building functions as early entry of the students to the building, student supervision at assemblies, assisting students during passing time, assisting as assigned during extra teacher preparation or conference hours, and assuming non-instructional duty assignments just as all other teaching staff. Furthermore, Teacher Assistants/Paraprofessionals' starting and ending schedules need not be the same as the teachers to whom they are assigned.
2. In a shared situation, priority shall be given to assign the Teacher Assistant/Paraprofessional to those situations where classroom instruction rather than support services is offered.
3. Once these basic guidelines are met, it is appropriate to assign Teacher Assistants/Paraprofessionals to other responsibilities provided they do not replace someone else or perform responsibilities normally assigned to other bargaining units or other departments within this bargaining unit.

ARTICLE XXIX - LONGEVITY

- A. There shall be paid to any employee working five (5) or more hours per day, who has ten (10) or more years of service to the school district the following amounts:
 1. Upon completion of ten (10) years' service and each year following through nineteen years of service, the following amounts shall be paid:
 - i. Less than twelve (12) month employee 528.00
 2. Upon completion of twenty (20) years of service and each year thereafter, the following amounts shall be paid:
 - i. Less than twelve (12) month employee 601.00
- B. These payments shall be made the first pay period in December and shall be non-accumulative. Longevity may be prorated. Such payments shall be made in a separate check.

ARTICLE XXX – DIABETIC HEALTH CARE MONITOR AND DIABETIC HEALTH CARE MONITOR ASSISTANT

- A. **Extra Duty Positions.** Effective January 2, 2002, two new extra duty positions were added to the bargaining unit: Diabetic Health Care Monitor and Diabetic Health Care Monitor Assistant. These positions are extra duty positions.
- B. **Departmental Security.** No accrual of departmental seniority shall occur as a result of being assigned one these positions.
- C. **Rate of Compensation.** The daily rate of compensation shall be Sixteen Dollars and Forty-Nine (\$16.49) Cents. The Diabetic Health Care Monitor and/or Diabetic Health

Care Assistant must maintain and track when they service a student and provide the information to the Building Administrator.

- D. **Compensation Adjustments.** Compensation shall only be provided for days students are scheduled for attendance based on the school calendar and service is provided to the student. The assistant shall only be compensated for assumption of responsibilities in the absence of the monitor. For situations where the Monitor and the Assistant perform work on the same day for a student(s), the bargaining unit member may contact the Talent Management division and request payment through their logs for the service within thirty (30) days of the work being performed. In addition, compensation shall not be paid when leave days are taken, holidays, or nonpaid workdays.
- E. **Number of Students.** The maximum number of students a monitor may service is two (2).
- F. **Non-Precedential.** The establishment of these positions shall not serve as a precedent as it relates to the administration of any other medical services and/or dispensing of medication by the bargaining unit.
- G. **Training.** The opportunity for diabetic training shall be made available to all Southfield — MESPA employees who are assigned the positions of Diabetic Health Care Monitor or Diabetic Health Care Assistant. Every effort shall be made to provide such training on an annual basis. Such training shall include:
1. education about diabetes;
 2. the management procedures that the student and/or school personnel will be responsible for during the school day;
 3. the early warning signs of hypoglycemia and hyperglycemia;
 4. what to do in case of hypoglycemia or hyperglycemia;
 5. reporting procedures for changes in the student's physical or emotional behavior and condition; and
 6. the usage of an EpiPen.
- H. **Assignment Location.** In order to be able to assume one of these positions, the Employee must have a current assignment in the building where the position is located. In addition, his or her regular work schedule shall be consistent with the time needed to perform the responsibilities of the monitor or assistant.
- I. **Diabetic Monitor Vacancies Outside of Bargaining Unit.** As provided in Article XIII - Vacancies, a vacancy shall be filled by the most senior paraprofessional in the building that applies and meets the qualifications. If no paraprofessional applies or is awarded the position, the bargaining unit member with the most system seniority and qualifications in the building shall be awarded the position. In the event no bargaining unit member in the building applies and/or is not awarded the position(s) then The Board shall have the right to fill the position(s) from outside of the bargaining unit for the remainder of the school year.
- J. **Length of Assignment.** Each position shall be posted on an annual basis. The Board reserves the right not to post a position if there are no students needing the service in the

building. In filling vacancy, preference shall be given to an employee who has previously held the position and completed the training.

- K. **Work Year.** The work year for these positions shall be equal to and consistent with the number of student days in the school calendar for that year.
- L. **Schedule of Time for Duties.** The scheduling of time for the Employee to perform the responsibilities of the position shall be done by the principal in the building after consultation with the Employee and the assigned teacher or other appropriate person where applicable. The scheduling of this time shall not restrict the right of The Employee to have a duty free lunch period as required by the contract.
- M. **Discontinuation of Position.** Thirty (30) calendar days' notice shall be given to the Union if the position is to be discontinued in a building. Twenty (20) calendar days' notice shall be given to the affected employee.

ARTICLE XXXI - WAGE SCHEDULE & COMPENSATION

A. SALARY SCHEDULE

For the duration of the CBA and effective upon ratification of the collective bargaining agreement by both parties, the new salary scale will be effective. The step increases are not automatic. Individuals will move to the next step of the pay scale as indicated below.

For 2021-2022 all individuals will remain on their current steps with the increased rates as listed below and the new rates will begin by the final payroll in December 2021. For individuals on the 1/4, 1/2, or 3/4 step, the bargaining unit members will remain on their current step with the new rates listed below.

Classification paraprofessional hired before August 3, 2015

<u>Step</u>	<u>Wage</u>
1	20.56
2	20.88
3	21.20

Classification: paraprofessional hired after 8/3/2015

<u>Step</u>	<u>Wage</u>
1	15.57
2	16.39
3	17.16
4	17.98
5	18.48

Teacher Assistant

<u>Step</u>	<u>Wage</u>
1	14.13

2	14.93
3	15.68
4	16.47
5	16.93

Year 2 (2022-2023)

On or about July 1, 2022, the individuals in the bargaining unit will progress one step on the salary scale.

Year 3 (2023-2024)

Wage Reopener - Southfield Public Schools or the Association may invoke wage re-opener negotiations for wages only for the 2023-2024 school year. The wage reopener negotiations shall not be concessionary. The written invocation must be received by the respective party, either Chief Talent Management & Organizational Efficacy Officer or the Uniserv Director of MESPA between April 1, 2023 through June 30, 2023. Individuals will not progress one step on the salary scale unless it is negotiated between the parties during the wage reopener.

B. Compensation Incentives Included

The following incentives will be available for the duration of the collective bargaining agreement as detailed below.

2021-2022 School Year Incentives

1. Advancement Incentive – Associate’s Degree and Bachelor’s Degree

The District will provide an additional \$0.20 per hour to those individuals who have an Associates’ degree and \$0.40 per hour for those individuals with a Bachelor’s degree.

In order to qualify for those increased rates, the individual must complete the Salary Adjustment Form in writing and send official transcripts from their college or university to the Chief Talent Management and Organizational Efficacy Officer of the Talent Management Division. Within sixty (60) days of receiving the request and transcripts, the Talent Management Division will provide a response to the inquiry. If approved, the increase will become effective at the start of the next full payroll period in which all documentation is provided. The individual will receive the increase within the second full cycle paycheck following the written approval from the Talent Management Division.

2. Hazard Payment (Year 1 - 2021-2022)

The District will provide Seven Hundred Fifty (\$750.00) Dollars to be paid on the second paycheck in December 2021 of the 2021-2022 school year or within two full pay cycles after ratification of the agreement by all parties (whichever comes last), to all members who are on payroll at the time of the distribution and who were employed from July 1, 2021 and were still employed at the payroll period in which the distribution is paid in the 2021-2022 school year. In order to receive the payment, the individual must be an active employee and receiving a paycheck from the District at the time of the distribution of the

bonus.

2022-2023 School Year Incentives

For the 2022-2023 school year, the following incentives will be available as detailed below.

1. Advancement Incentive – Associate’s Degree and Bachelor’s Degree

The District will provide an additional \$0.20 per hour to those individuals who have an Associate’s degree and \$0.40 per hour for those individuals with a Bachelor’s degree.

In order to qualify for those increased rates, the individual must complete the Salary Adjustment Form in writing and provide official transcripts from their college or university to the Chief Talent Management and Organizational Efficacy Officer of the Talent Management Division. Within sixty (60) days of receiving the request and transcripts, the Talent Management Division will provide a response to the inquiry. If approved, the increase will become effective at the start of the next full payroll period in which all documentation is provided. The individual will receive the increase within the second full cycle paycheck following the written approval from the Talent Management Division.

2. Retention Payment (Year 2 – 2022-2023)

In Year Two (2022-2023) Five Hundred (\$500.00) Retention Bonus: SPS will pay an additional \$500.00 to bargaining unit members to be distributed as follows:

SPS will pay the Five Hundred (\$500.00) bonus to all current employees no later than the second paycheck in December 2022 for those employees who were on the payroll as of September 7, 2021 and are on the payroll in December 2022 at the time of the distribution of the paycheck and were still employed at the payroll period in which the distribution is paid in the 2022-2023 school year. In order to receive payment, the individual must be an active employee and receiving a paycheck from the District at the time of the distribution of the bonus.

ARTICLE XXXII - CONCLUSION AND DURATION

A. 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 all of the understandings and agreements arrived at by the parties after the exercise of that light and opportunity are set forth in this Agreement.

B. The duration of this agreement is July 1, 2020 until June 30, 2024.

IN WITNESS WHEREOF, the parties have executed this document by their duly authorized representatives the day and year first above written.

For the Southfield Public Schools

By *Joline R. Davis*
Joline Davis, Chief Talent
Management & Organizational
Efficacy Officer

By *Jennifer Martin-Green*
Jennifer Martin-Green
Superintendent

For the Southfield Michigan Educational Support Personnel Association

By *Tonja Shellman*
Tonja Shellman, President

By *Christopher D. Pratt*
Christopher Pratt, Executive Director