



# CHIPPEWA VALLEY SCHOOLS

19120 Cass Avenue  
Clinton Twp., MI 48038

## MASTER AGREEMENT

BETWEEN THE

CHIPPEWA VALLEY SCHOOLS  
BOARD OF EDUCATION

AND THE

CHIPPEWA VALLEY  
PARAPROFESSIONALS AND MONITORS

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL EMPLOYEES  
CHAPTER 1884  
COUNCIL 25

**2025-2026**

**2026-2027**

**2027-2028**

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## **PREAMBLE**

This agreement entered into this 13th day of January, 2025 between the Board of Education of the Chippewa Valley Schools hereinafter called the "Board" and Local 1884.14, Chippewa Valley Paraprofessionals and Monitors affiliated with Council #25 Chartered by the American Federation of State, County, and Municipal Employees AFL-CIO hereinafter referred to as the "Union".

## **PURPOSE**

The parties hereby enter into this Agreement pursuant to the authority granted by Act 379 of the Michigan Public Acts of 1965, as amended.

## **DEFINITIONS**

- (1) EMPLOYER shall mean the Chippewa Valley Schools and its Board of Education.
- (2) UNION shall mean the Michigan AFSCME Council 25 and its affiliated Local 1884.14 Chippewa Valley Paraprofessionals and Monitors, AFL-CIO.
- (3) EMPLOYEE shall mean any member of the bargaining unit.
- (4) FULL TIME EMPLOYEE shall mean any member of the bargaining unit who works six (6) or more hours per day and thirty (30) or more hours per week.
- (5) PART TIME EMPLOYEE shall mean any member of the bargaining unit who works more than two (2) hours and less than six (6) hours per day and less than thirty (30) hours per week.
- (6) ADMINISTRATOR shall mean any employee of the Board who holds an administrative position.
- (7) SCHOOL DISTRICT shall also mean the Board of Education and administrative personnel who may be authorized by the Superintendent or Board of Education.
- (8) In the construction of the words used in this agreement, whenever the singular is used it shall include the plural; whenever the feminine is used it shall include the masculine.

## **ARTICLE 1- RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Public Employment Relation Act of 379 of the Public Acts of 1965 as amended, the Board does hereby recognize the Union as the exclusive bargaining representative for the purpose of collective bargaining of those employees of the Board in the bargaining unit herein described. The bargaining unit includes all permanent, full-time and part-time two (2) hours or more per day and ten (10) hours or more per week paraprofessionals including crossing guards, lunchroom monitors, pre-school paraprofessionals, early childhood paraprofessionals, classroom paraprofessionals, locker room monitors, hall monitors, adult education paraprofessionals, special education paraprofessionals, in-school suspension paraprofessionals, study hall and detention paraprofessionals, supplemental para

educators, literacy paraprofessionals, career technical paraprofessionals, and health aide paraprofessionals, excluding but not limited to: certified and professional employees, administrators, temporary employees, seasonal employees, secretarial/clerical employees, custodial/maintenance employees, as well as any other non-certified and certified personnel not herein named.

- B. If any provisions of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE 2- UNION DUES**

1. The Board agrees to deduct from the salaries of employees dues or service fees for the Union, when voluntarily authorized in writing by each employee desirous of having his/her dues deducted. Dues will be deducted from September through the first pay in June.
  - a. The employer agrees to deduct AFSCME/P.E.O.P.L.E. contributions for those individual employees who have signed an authorization card provided by the union agreeing to this contribution.
2. Authorizations, once filed with the Business Office, shall deduct from the second paycheck and continue in effect until revoked in writing by the employee and filed with the Business Office.
3. Deductions for any calendar month shall be remitted directly to Michigan AFSCME Council 25 with a list for whom dues or service fees have been deducted by the 30<sup>th</sup> day of each month. A copy of the list of members paying dues or service fees shall be remitted to the designated financial officer of the union at the same time dues are remitted to AFSCME Council 25.
4. The right to refund to employees monies deducted from their salaries under such authorizations shall lie solely with the Union. The Union agrees to reimburse any employee for the amount of any dues deducted by the Board and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the Board harmless from any claims of excessive deductions.
5. The Union agrees to indemnify and save the Board harmless against claims or other forms of liability that may arise out of the Board implementation of this Article.

## **ARTICLE 3 - EFFECT OF AGREEMENT**

### **Section A – Effect of Agreement**

The school Board and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the school Board and the Union in an amendment hereto which shall be ratified and signed by both parties.

## **Section B - Severability**

Should any Article, Section or Clause of this Agreement be declared invalid by either a court of competent jurisdiction or by existing or subsequently enacted legislation such Article, Section or Clause, as the case may be, shall automatically be deleted from this Agreement. The remaining Articles, Sections and Clauses shall remain in full force and effect, to the extent possible for the duration of the Agreement.

## **Section C – No Strike**

The Union and the Board recognize that the cessation or interruption of services by employees is contrary to law and public policy. During the term of this agreement, neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from her position, or stoppage of work or abstinence in whole or part, from the full, faithful and proper performance of the employee's duties of employment, including the concerted use of paid leave time or sympathy strikes,) for any purpose whatsoever. The Union shall not cause or permit its members to cause, nor shall any member of the Union, take part in any sit down, stay in, slow down, curtailment of services or the interference with the work of the School District for any reason whatsoever, including the concerted use of paid leave time or sympathy strikes.

## **ARTICLE 4 –BOARD RIGHTS**

### **Section A**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Michigan, and of 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 to direct the work and activities of its employees.
2. to hire all employees and subject to the provisions of the law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. to determine hours of employment, duties, responsibilities, and assignments of all employees under this Agreement, and the terms and conditions of employment.
4. to determine the methods, means and personnel by which operations are to be conducted; maintain efficiency of operations; and take such actions as may be necessary to carry out its missions.

### **Section B**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.



## **ARTICLE 5- GUARANTEE OF RIGHTS**

### **Section A – Discrimination**

The parties mutually agree that the provisions of the Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination with respect to religion, race, color, national origin or ancestry, genetics, gender, sex (including but not limited to sexual orientation, gender identity, etc.), age, disability, height, weight, marital status, membership in the Union, or members holding office in the Union.

### **Section B - Employee Responsibility**

It is mutually agreed that the educational quality of the school district reflects the ideals, motives, preparation and conduct of its employees. In discharging their work responsibilities, each employee shall be responsible to the appropriate administrator and shall perform all assignments and responsibilities and comply with the policies, rules and regulations, and practices of the Board and the provisions of this Agreement.

It is also recognized and accepted by the parties that the Union and its members are desirous of contributing to the improvement of the level of efficiency in all of the operations with which they are concerned.

### **Section C - Health Requirements**

Where there is reason to believe that an employee is unable to perform the duties of the Employee's position due to physical or mental illness, the employer may require the Employee to submit a medical statement from the Employee's Physician as to whether the Employee can perform the essential functions of the position with or without restrictions. Upon review of the Employee's physician medical statement, the Employer may elect to require the Employee to submit to a medical examination by a physician selected. If a conflict of opinion between the Employee's physician and Employer's physician exists as to whether an Employee may perform the essential functions of the job with or without restrictions, the Employer may require an Employee to submit to an Independent Medical Examination by a third-party impartial physician mutually agreed to by the Employer and the Employee. The opinion of the third-party impartial physician shall be binding on the Employer and the Employee. The costs of the medical evaluation by the Employee's physician, the Employer's physician and the independent medical physician shall be borne by the Employer. In addition, the Employee shall sign such documents and medical release forms requested by the School District in order to secure from the Employee's physician, hospital, clinic, psychology's, etc., all of his/her pertinent records, related to the above.

### **Section D - Assault Upon An Employee**

Any case of assault upon an employee shall be promptly reported to the Board. For any such assault, which occurs during the performance of official duties and within the scope of Board policy, the Board will advise the employee of her rights and obligations with respect to such assault. The employee may request to have a Union representative present.

## **ARTICLE 6 – UNION REPRESENTATION**

1. Officers of Local 1884.14 shall include a Chapter Chairperson and Chief Steward. Stewards shall be elected or appointed per the Local 1884 constitution.
2. The Board agrees to recognize a bargaining committee comprised of representatives of the bargaining unit. The committee may include a representative from Michigan AFSCME Council # 25.

## **ARTICLE 7 –UNION BUSINESS**

### **Section A – Use of District Equipment**

The Union may use school facilities and equipment; including typewriters, ditto machines, other duplicating equipment normally available to teachers and audiovisual equipment at reasonable times, when such equipment is not otherwise in use, providing that such equipment shall not be removed from school property. Use of equipment other than that listed herein shall be with administrative approval. The Union recognizes that all equipment in a building is ultimately the responsibility of the school principal. Union use of school equipment will be permitted provided that:

1. The use is strictly to service the legitimate business of the Union, such as of records, notices, correspondence, etc.
2. The purpose is for internal business use of the Union and is not for public distribution.
3. Supplies, in connection with such equipment use, will be furnished or paid for by the Union.
4. Bargaining Unit employees shall be allowed the use of telephones for emergency, grievance and/or information purposes. The use should be limited in frequency and duration and be carried out in compliance with stated Board Policy regarding telephone usage.

### **Section B - Union Use of School Facilities**

The Union may use available school facilities without charge for union meetings upon securing the approval of the appropriate administrator.

### **Section C - Union Use of Inter-School Mail Service**

The Union shall have the right to use the inter-school mail service to communicate with its members, provided that all materials sent are clearly identified and the Union accepts all responsibility for such materials.

## **ARTICLE 8 – SPECIAL CONFERENCE**

- A. There may be established under this article a closed forum, hereinafter called "Special Conference." It is understood by the parties that the special conferences are not to be construed or utilized as a grievance hearing. It is not to be considered as negotiations.
- B. Special conferences for important matters will be arranged by the chapter chairperson and the employer by mutual consent of the parties. The union may appoint not more than four (4) members and/or council or international representatives to represent their organization and the employer may have a like number, if it so desires. Such meetings shall be between at least two (2) representatives of the employer and of the union.
- C. Arrangements for the conferences shall be made in advance and an agenda provided, in writing, prepared by the party requesting the conference. The agenda shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those matters included in the agenda. The names of the persons to be present shall be submitted prior to the conference.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- A. Definition  
A grievance is defined as an alleged violation of a specific article or section of this agreement. Any grievance or dispute concerning wages, hours, working conditions which may arise between the parties of this agreement concerning the application, meaning or interpretation of this agreement shall be settled in the following manner, except as otherwise prohibited herein.
- B. Maximum Limits  
The number of days indicated at each step of the grievance procedure should be considered as maximum, and every effort should be made to expedite the grievance process, especially in the case of discipline. All time limits herein shall consist of working days unless otherwise specified.
- C. Adherence to Time Limits  
The time limits specified herein for movement of grievances through the process shall be strictly adhered to and may be extended by mutual consent of the parties in writing. In the event that the union or employee fails to appeal a grievance within the time limits stated in this procedure, the grievance shall be deemed abandoned or settled on the basis of the board of education's last written answer. In the event the board of education representative does not reply within the time limit specified, the grievance may proceed to the next step of the grievance procedure.
- D. Union Representation  
On the "Statement of Grievance" form furnished by the Union, the Employee will indicate whether or not the Employee wants Union representation at the grievance hearings. The Employer agrees to supply all information which the Union requests to process any grievance or complaint.

E. Disciplinary Action

Grievances regarding disciplinary action shall begin at step 2 of the grievance procedure.

F. Grievance Steps

STEP ONE

Within five (5) working days of an incident that forms the basis for a grievance or knowledge thereof, the Union and the Employee will present the grievance to the Employee's immediate administrator with the objective of resolving the matter informally. Within five (5) working days after presentation of the grievance, the immediate administrator may give an answer verbally to the Employee.

The Employee may have the chief steward and/or chapter chairperson present. The Union must clearly indicate to the administrator whenever a concern is being expressed as a grievance. The statement of grievance on the grievance form shall name the Employee(s) involved, a statement of the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated and indicate the relief requested with a copy given to the Union and the grievant at the time of the meeting.

STEP TWO

If the grievance is not resolved in Step One, the Union and/or the Employee must within five (5) working days after receipt of the administrator's answer of the Step One meeting, submit to the Assistant Superintendent of Human Resources a signed, written grievance which includes a "statement of grievance" signed by the individual Employee involved or an officer of the Union. The grievance shall name the Employee(s) involved, a statement of the facts giving rise to the grievance, identify all the provisions of the agreement alleged to be violated, and indicate the relief requested.

A meeting on the alleged grievance shall take place between the grievant, chief steward, chapter chairperson and/or a Council 25 or international representative and the Assistant Superintendent of Human Resources within ten (10) working days after receipt of the written grievance. The Assistant Superintendent of Human Resources shall render a written decision within ten (10) working days of the meeting.

STEP THREE

If the grievance is not resolved at Step Three, it may be submitted to mediation by mutual agreement of the parties within five (5) working days of the decision at Step Two.

STEP FOUR

If the District and the Union are unable to resolve any grievance, the grievance may be submitted to arbitration within thirty (30) working days after the decision of the superintendent. The grievance shall be considered submitted to arbitration when written notice is submitted to the superintendent by the union informing the district of the Union's intent to arbitrate the grievance.

AFSCME Council 25 arbitration department shall send a list of ad-hoc arbitrators to the superintendent within sixty (60) working days following submission of the notice to arbitrate to see if the parties can mutually accept an arbitrator.

If the parties are unable to agree to an arbitrator within ten (10) working days of the superintendent's receipt of the list of ad-hoc arbitrators, the case will be filed with the American Arbitration Association. In either case, the parties will be bound by the rules and procedures of the American Arbitration Association.

G. AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no power or authority to alter, add to or subtract from the terms of this agreement. Neither the Board nor the Union shall be permitted to rely on any evidence not previously disclosed to the other party. Both parties agree to be bound by the award of the arbitrator.

Each party will bear the full cost of its side of the arbitration and will pay one-half (1/2) of the cost for the arbitrator. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

All arbitration hearings shall be governed by the rules of the American Arbitration Association.

- H. Binding Agreement: Any written agreement reached between the Employer and the Union is binding on all employees affected and cannot be changed by an individual.
- I. Attendance of Grievant: The grievant must be present at any and all grievance hearings, unless it is agreed by both parties to postpone the grievance hearing.
- J. Alternate Grievant Attendee: If the chief steward is unable to attend the grievance hearing as indicated in the grievance steps because of extenuating circumstances, then the chapter chairperson may attend in place of the chief steward.
- K. Grievance Handling During Work Time: It is understood that grievance problems will be handled at times other than when the Employee is at work, whenever possible. If, in the handling of a grievance, it becomes necessary for the steward and/or chapter chairperson to leave work, permission shall first be obtained from the supervisor or principal. The privilege of chief steward or chapter chairperson leaving work during working hours without loss of time or pay is subject to the understanding that such time shall be devoted to the proper handling of the grievance. This will be done as expediently as possible with as little interruption of work as possible. They must not leave their workstations unattended unless permission has been granted. This privilege will not be abused.
- L. Arbitration Hearing Location: All arbitration hearings shall be held in the school district whenever possible.

## **ARTICLE 10 - DISCIPLINE**

### **A. Meeting Due Process**

When the Employer deems it necessary to discipline an Employee, the Employer shall inform the Employee and the Union of the allegation in writing in advance of a due process meeting. The Employee may request Union representation. Employees who opt not to have Union representation shall sign a waiver of representation prior to any due process meeting. In the event an Employee opts not to have Union representation and refuses to sign the waiver, Union representation will be provided. The disciplined Employee will be allowed to discuss the disciplinary action with the chief steward and chapter chairperson in a private conference room on the Employer's property.

### **B. Proper Subject for Grievance**

If the Employee or Union representative believes the disciplinary action to be improper, the Employee or Union must file a written grievance, which will automatically begin at Step 2 of the grievance procedure and will be subject to the provisions of the grievance procedure.

### **C. Just Cause - The Parties recognize that in the interest of efficient operations of the school district, the employer has the right to discipline and discharge Employees for just cause.**

## **ARTICLE 11 – SENIORITY**

### **Section A - Probation**

All new personnel shall serve a sixty (60) consecutive workday probationary period. If the probation period is not completed by the end of the school year, the time remaining for its completion shall be served during the next school year. If the probation period is to be extended beyond sixty (60) days, the employee and union will be notified in writing. A probationary Employee cannot vacate their position until the Employee has satisfactorily completed the probation period.

New employees, while in their probationary period, may be disciplined or terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement. However, during their probationary period, the Board shall have sole discretion in matters of termination and discipline of such employees and no protest may be entered against termination and discipline during said probation period.

### **Section B - Seniority Dates and Seniority Lists**

1. The seniority of all employees on the seniority list shall commence with the date of permanent hire in the bargaining unit. Each year of service shall be credited as one (1) full year on the seniority list.
2. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to last name at time of hire. As of May 15, 2012 any Employee hired on the same date a seniority lottery draw will be done to determine seniority order. The lower the number the higher on the seniority list the Employee is. The Union will be provided with a list of new hires with locations, terminations and other changes as they occur.

3. The Union shall be furnished a current seniority list no later than October 15 and April 15 of each School year and on other occasions as appropriate. That list shall contain employee name, date of hire within the Bargaining unit, District seniority date, classification seniority date(s), current classification(s), and current locations(s).
4. A listing of Personnel Transactions for all bargaining unit employees will be provided monthly to the Officer designated by the Union.

### **Section C - Loss of Seniority**

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

1. If the employee quits.
2. If the employee is discharged and the discharge is not reversed through the grievance process of the Agreement.
3. If the employee is absent for three (3) consecutive working days without notifying the employer.
4. Any Employee not on an approved leave of absence who is absent more than five (5) unpaid work days per year shall have their seniority date adjusted by the number of calendar days in excess of the five (5) days per year that they are absent without pay.
5. If the employee fails to return to work from layoff when recalled as set forth in the recall procedure provided herein.
6. If the employee overstays a leave granted for any reason as hereinafter provided for three (3) consecutive working days without notifying the School District and/or fails to give explanation satisfactory to the School District.
7. If the employee is on layoff for a period of one (1) year from date of layoff.
8. If the employee gives false reasons for a Leave of Absence or engages in any other employment during such leave without the permission of the employer.
9. A false material statement or representation made in his/her employment application if discovered in the first five (5) years of employment.
10. Upon return to work from a general leave the employee's seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.

## **Section D - Protected Seniority**

The chapter chairperson and the chief steward shall be protected against layoff during their term of office. In the case of the classification being eliminated, in which one or both of the protected officers hold a position, the affected officer(s) may bump a more senior member providing the officer(s) have met the qualifications for the position as outlined in the job description.

## **ARTICLE 12 - HOURS OF WORK**

### **Section A – Work Year**

The normal work year for employees shall be the days (or half days) that students are present in school. However, some employees may be required by the appropriate administrator to work on days (or half days) when students are not in attendance. If an employee feels there are tasks to perform on days (or half days) that students are not in school, they shall seek the approval of the appropriate administrator. If such work is approved, the employee will be scheduled accordingly.

**Section B --Lunch Period** Full-time six (6) through eight (8) hour members of the Bargaining Unit shall be entitled to an unpaid, duty free, lunch period of continuous one-half (1/2) hour.

**Section C - Overtime** Overtime at one and one-half (1-1/2) times the employee's hourly rate will be paid for all time worked over forty (40) hours Monday through Saturday.

**Section D - Loss Of Time** Employees who are working a scheduled shift but then are sent home because of no work, will be paid for the amount of time actually worked but in no case less than two (2) hours. If an Employee is notified prior to the beginning of their shift that they will not be needed they will not be paid.

### **Section E - Inclement Weather, Other Conditions**

In the event school is closed due to unavoidable conditions such as severe weather, breakdown of equipment, or when otherwise prevented by an Act of God, employees covered by the terms of this Agreement who are scheduled to work may not be required to report to work. Any days schools are closed due to this paragraph, employees shall not suffer a loss pay day for the scheduled day(s). Supervisors retain the right to request employees to report for work. Those who report at the request of their supervisors, shall be paid for the day plus the hours worked at their regular rate. In the event a school or building is closed during the day due to unavoidable conditions and employees are dismissed early, they shall not have the loss of time charged against their regular pay or leave days. The decision to close schools or buildings due to unavoidable conditions shall be the Superintendent's sole discretion.

In the event the District must schedule additional days of student instruction as make up days, Bargaining Unit employees-will be scheduled to work without additional compensation.



## **ARTICLE 13– VACANCIES AND TEMPORARY ASSIGNMENTS**

### **Section A - Vacancies**

#### **1. Postings and Bidding**

Vacancies will be posted for a period of five (5) working days. If the vacancy is not filled internally, the job will remain posted until filled. An electronic announcement will be given to employees that vacancies have been posted on the district employment webpage through the district email. Each posting will set forth the position, including the work area, classification, location and number of hours to be worked and will define the qualifications required for the position.

Interested employees shall apply by submitting the appropriate Human Resources form with a detailed resume if applicable. The form must be received by the Human Resources department no later than the date and time indicated on the posting.

#### **2. Filling Vacancies**

##### **a. Promotion**

- (1) Promotion is a change of positions to a classification with a higher pay grade.
- (2) The employer shall exercise its discretion as to the feasibility of honoring any or all promotion requests.
- (3) Promotions to positions within the bargaining unit will be made on the basis of qualifications, skills, attendance and evaluations. Seniority shall be the determining factor for selecting from among candidates considered equally qualified for the position by the employer.

##### **b. Lateral Transfers**

A lateral transfer is a change within a pay grade to the same job classification. Seniority shall be the basis for selection.

##### **c. Transfer**

A transfer is a change within a pay grade where there may be an increase/decrease in compensation due to hours or days. The employee seeking the job transfer must meet the qualifications in the job description. If two or more applicants meet the qualifications in the job description, then the selection for the position will be awarded to the most-senior candidate.

##### **d. Demotion**

- (1) Demotion is defined as a movement by an employee to a position in a lower pay grade than the one in which the employee is currently employed with a lower rate of pay.

- (2) Employees must meet the qualifications in the job description. The position shall be awarded to the most senior Employee when qualifications are equal.
- (3) Any Employee moving to a lower pay grade shall be paid on a step of the lower pay grade that is at an hourly rate closest to the Employee's current hourly rate of the step the employee is assigned in the higher classification without being higher than the Employee's current hourly rate.

e. Promotion Rate of Pay

When an Employee is promoted to a higher pay grade, their initial new pay rate will be at the next highest wage amount in the new pay grade. The increase shall not reflect an increase in pay less than \$.25 per hour.

f. Vacancy to Higher Position

When an Employee is awarded a promotion and movement has not been made within fifteen (15) consecutive workdays from the effective date of the position or awardment whichever is later, the employee will be paid the higher rate.

3. Trial Period

- a. Employees placed in a new position (promotion, transfers, demotion) shall not be eligible to transfer or demote to another position until the employee satisfactorily completes a trial period of sixty (60) working days. When an employee has been selected from bidding for promotion, transfer or voluntary demoting, said employee shall begin a sixty (60) workday trial period. In the event he/she is unable to perform the duties of the new job to his/her immediate supervisor's satisfaction he/she shall be removed and returned to a vacancy position in his/her former job classification and hours. If there is not a comparable position vacant then the employee will be returned to their previously held position and location. The vacancy the employee vacates shall then be filled keeping in mind the best interests of the educational program and the school system.
  1. The trial period shall be automatically extended for any absences during that period by the amount of said absence(s).
  2. Trial periods may be extended upon mutual agreement between Union and the Employer.
  3. Only after satisfactorily completing the trial period, the Employee will assume the new job classification for the purpose of movement.
  4. If an Employee is returned to the Employee's previous classification within the trial period, the Employee shall be placed on the Employee's original salary step.
  5. During the trial period, an Employee shall have an opportunity to revert back to the employee's former position within ten (10) workdays or beyond that time if their previously held position is still vacant. Such an Employee cannot bid on additional postings for one (1) year.

- g. Transfers and demotions shall be limited to no more than one movement per school year.

## **Section B - Performance Evaluation**

One written evaluation will be made by the employee's immediate supervisor at the mid-way and ending of the probationary or trial period and every other year thereafter. Both the employee and the supervisor shall sign the evaluation. Signing of the evaluation form by the employee does not necessarily denote agreement with the evaluation.

## **Section C - Temporary Assignments**

1. Day-To-Day Temporary Assignments - An Employee with a regular assignment may be assigned to be used as a temporary Employee under the following provisions:
  - a. Employees must meet the qualifications of the position as outlined in the job description of the assignment.
  - b. Such assignments may be in addition to their regularly scheduled workday.
  - c. Hours worked in temporary assignments will not be allowed to work more than forty (40) hours Monday through Sunday.
  - d. Temporary employees will not be entitled to additional benefits based on the additional hours of work i.e. Sick day accumulation, longevity and holiday pay.
  - e. Temporary assignments will first be offered on a rotating basis within the building where the assignment exists. The building shall establish a rotation list the first week of school beginning with the most senior paraprofessional/monitor. New employees to the building shall be placed on the list where the Employee's seniority places the employee. If all paraprofessionals/lunch monitors who work in the building decline or are ineligible to work the temporary assignment then the temporary position may be offered to bargaining unit members outside the building or filled with a substitute.
2. Long-Term Temporary Assignments
  - a. Long-term assignments shall be any assignment of more than two (2) hours per day and lasting ten (10) consecutive days or more.
  - b. Long-term temporary assignments shall be posted to the bargaining unit for three (3) workdays. The posting will list the pay grade level, scheduled hours and qualifications per the job description.
  - c. Temporary employees will not be entitled to additional benefits based on the additional hours of work i.e. sick day accumulation, longevity and holiday pay.
  - d. Employees filling long-term temporary assignments lasting more than sixty (60) workdays will

serve a trial period for the temporary assignment of no more than sixty (60) workdays and will be evaluated at the conclusion of this time period. In the event he/she is unable to perform the duties of the temporary assignment to his/her immediate supervisor's satisfaction he/she shall be removed and returned to his/her permanent position and location.

3. Employees filling temporary assignments whether day-to-day or long-term may have their permanent position be filled with a substitute for up to twelve (12) weeks. After twelve weeks the district may determine whether or not to post and fill the position permanently. If the temporary assignment ends and the employee's position has been filled, they will be offered what, if any, position is available in the same classification and hours closest to what they were working previously. If a position is not available, they will work as a floater for the same hours until a permanent position is available.
4. Employees filling temporary assignments which are of a lower pay grade will be paid at their regular rate for hours worked in that temporary assignment.

#### **Section D – Working Out of Class**

If administration determines to use bargaining unit members in the absence of another bargaining unit member or for a vacancy, members will be paid at the pay grade of the absent member at the step that provides an increase of at least twenty-five cents (\$.25) per hour when the member is performing the work of the absent bargaining unit member or the vacancy. Time worked out of class shall be submitted on a separate timesheet according to the Payroll timesheet schedule and should indicate "out of class" at the top and next to each day worked indicate the position worked in the notes section to ensure proper payment.

#### **Section E -Extra Time**

Oversized classroom – when a class size increases and creates the need for additional temporary hours for a classroom paraprofessional, selection will be made on a rotation basis considering seniority and qualifications within the building. If an employee is offered extra time and refuses it they will be placed at the end of the building rotation list.

When an enrollment decrease causes the loss of oversized classroom paraprofessional hours for a seniority person, and subsequently, additional hours become available within five (5) working days of that person's reduction, those new hours will be assigned to that person.

Employees accepting additional classroom paraprofessional hours, without a posting, will not be allowed to bump for hours if the additional hours are reduced.

#### **Section F - Involuntary Transfer**

- a. Employees normally assigned to specific locations may expect to continue such assignments except in instances where the School Administration determines that reassignments are required to fulfill the objective of overall efficiency of operations.
- b. An employee who is reassigned will suffer no loss of pay. Temporary assignments will take place after prior discussion with the affected employee and the Union.

c. Involuntary Reassignments (Permanent)

Involuntary reassignment, including demotion, shall not take place without prior discussion with the affected employee and the Union.

- d. Employees assigned as a one-to-one, with a student, may be removed from their assignment and placed into a position that has less impact to students for comparable hours, if they have excessive absences at the discretion of the District. This may include absences for any reason including medical if the absences are having a negative impact on the student.

**Section G – New Positions**

The School Board will have the right to establish new positions in the Bargaining Unit as may be required. Administration shall notify the Union upon the creation of such position.

**Section F – Substitutes**

The District may explore additional third-party employers for substitutes other than Edustaff. For every two (2) vacancies one substitute may be hired by the third-party employer during the length of this agreement. The District agrees to keep vacancies posted, actively recruit and hire for the permanent positions.

**ARTICLE 14 – REDUCTION OF WORK, LAYOFF, BUMPING AND RECALL**

**Definitions:**

Displaced is an Employee whose compensation is reduced.

Laid-off is an Employee who is not actively employed in a position in the bargaining unit.

**A. Reduction of Work/Layoff**

1. If it becomes necessary for the board to reduce the work by job elimination or hours of work, the employer shall identify the positions to be eliminated or reduced and notify the least-senior employee in the affected job classification by U.S. mail and electronic mail. The Employer shall eliminate all substitute workers, temporary employment assignments, and layoff probationary employees. For purposes of bumping, the Employee's permanent job classification and hours will only be considered. All vacant positions created by resignations/retirements/terminations will be posted and filled after the bumping meeting.
2. Union and the Employer shall meet to discuss the bumping process prior to the mandatory bumping meeting.

**B. Bumping Meeting**

1. Affected employees will have notices sent by electronic mail at least fourteen (14) calendar days in advance of bumping meeting.

2. All employees not scheduled to work will be paid at the Employee's hourly rate when attending a meeting for the purpose of bumping due to a reduction. If the Employee is unable to attend the mandatory meeting, the Employee is required to notify the Human Resources department in writing with a contact telephone number prior to the start of the bumping meeting. Human Resources will accept a contact telephone number where the Employee can be reached during the bumping meeting.
3. The Employee who does not attend the mandatory meeting and fails to notify the Human Resources department in writing of the Employee's inability to attend and does not provide a contact telephone number prior to the start of the bumping meeting, will be considered as having resigned the employee's employment from the school district. Any Employee who leaves the mandatory meeting prior to exercising the Employee's right to bump, will be considered to have resigned employment with the school district.

### **C. Bumping**

1. The most-senior person in a job classification that is impacted by the board approved position eliminations/reductions will begin the bumping process by bumping into a position currently held by an Employee with the least district-wide seniority within the job classification where the reduction or elimination occurs closest to the Employee's current hours per day. No Employee will be allowed to exercise a bump to replace another employee whose hours per day are greater than the affected Employee.

If there are no positions within the affected pay grade, the Employee will continue the bumping process to a job classification closest to but not exceeding the affected Employee's hours per day in the employee's permanent job classification or pay grade for which the employee meets the qualifications in the job description until all such options are exhausted.

If the affected Employee exhausts all possibilities and there are no positions remaining, the Employee shall be laid off. If the laid-off Employee fails to exercise his/her right to bump, the Employee shall be considered as having resigned his/her employment from the school district.

2. Any Employee who assumes a new job assignment due to the lay-off procedure will be placed on a salary step that will provide him/her an amount of pay that is nearest to what the employee earned previously
3. Affected Employees to be laid off will have notices sent to the Employee at the Employee's last known address on file with the district by express mail at least fourteen (14) calendar days in advance of lay off.

### **D. Recall**

1. The Employee displaced or laid-off will be recalled to vacancies for which the employee meets the qualifications in the job description in reverse order of the lay off. An Employee displaced or laid-off through the procedure shall be maintained on a recall list for a period of five (5) consecutive years from date of being displaced or laid-off and shall be recalled in reverse order of the lay-off.

2. If a displaced or laid-off Employee refuses recall to a position that is less hours/pay grade than the position from which the Employee was displaced or laid-off, then the Employee will remain on the recall list.
3. If a displaced Employee refuses recall to a position for which the Employee meets the qualifications of the job description that is at the same hours/pay grade as the position from which the Employee was displaced, then the Employee will be removed from the recall list and remain in the current job classification.
4. If a laid-off Employee refuses recall to a position for which the Employee meets the qualifications of the job description with the same hours/pay grade, that Employee will be considered as having resigned employment with the school district.
5. Bargaining unit positions shall be posted that remain unfilled after all the assignments and reassignments are made.
6. If an Employee on recall bids for and is awarded a posted vacancy as a permanent position, the Employee will be removed from the recall list.
7. Notice of recall to a laid-off Employee shall be sent to the Employee at the Employee's last known address on file with the district by express mail. The laid-off Employee who is recalled is to confirm with the Human Resources department in writing no later than five (5) business days prior to the return to work date of the Employee's intention to return. If an Employee fails to confirm the Employee's return in writing and report for work on the date indicated in the notice, the Employee shall be considered as having resigned employment.

## **ARTICLE 15 - COMPENSATION**

### **Section A – Salary Schedule**

The schedules of wages and classifications of employees covered by this Agreement are set forth in this Agreement. Beginning the 2024/25 school year, all employees will be paid hourly based on the time submitted through the timekeeping system/timesheet according to the bi-monthly payroll schedule.

The Salary Schedule has been adjusted for the 2025/26 and for the 2026-28 school years, see attached.

For the 2025/26 school year

- Employees will receive one step the improved 2025/26 salary schedule if employed by the District by January 31<sup>st</sup> of the prior school year.
- A 3% retention bonus payment based on base wages earned for 2025/26 (not subject to retirement) will be paid on June 30, 2026 for Association members employed by the district on the last student day for the 2025/26 school year.
- There may be an additional off schedule bonus payment (not subject to retirement) based on a funding/enrollment variance formula paid by June 30<sup>th</sup>.

For the 2026/27 school year

- Employees will receive one step on the improved 2026-28 salary schedule if employed by the District by January 31<sup>st</sup> of the prior school year.
- A 3% retention bonus payment based on base wages earned for 2026/27 (not subject to retirement) will be paid on June 30, 2027 for Association members employed by the district on the last student day for the 2026/27 school year.
- There may be an additional off schedule bonus payment (not subject to retirement) based on a funding/enrollment variance formula paid by June 30<sup>th</sup>.

For the 2027/28 school year

- Eligible employees will move one (1) full step if employed by the District by January 31<sup>st</sup> of the prior school year.
- A 3% retention bonus payment based on base wages earned for 2025/26 (not subject to retirement) will be paid on June 30, 2028 for Association members employed by the district on the last student day for the 2027/28 school year.
- There may be an additional off schedule bonus payment (not subject to retirement) based on a funding/enrollment variance formula paid by June 30<sup>th</sup>.

## **Section B Resignation/Retirement**

1. The Board will pay its share of retirement contributions for its employees that are mandated by State Law Act 244, P.A. 1974 of the Laws of Michigan (this does not include employees' voluntary contributions).
2. Resignations: When an employee desires to resign from their employment, there must be at least ten (10) working days' notice of resignation with no absences during said period, in writing, given to the Human Resources Department. Resignations of shorter notice shall automatically forfeit any and all benefits, including any sick, vacation and/or longevity payments, except if the resignation/retirement is of an emergency nature (such as sickness in the family, death, etc.) and can be substantiated with documentation.

Retirements: When an employee desires to retire from their employment, there must be at least thirty (30) working days' notice of retirement with no absences during said period, in writing, given to the Human Resources Department. Retirements of shorter notice shall automatically forfeit any and all benefits, including any sick, vacation and/or longevity payments, except if the resignation/retirement is of an emergency nature (such as sickness in the family, death, etc.) and can be substantiated with documentation or if the retirement occurs in the summer for an employee that provides at least 10 business days in advance of their scheduled return to work.



### **Section C - Longevity**

Longevity pay shall be paid to all seniority employees in this unit according to the following schedule providing their services have been on a continuous basis with the Chippewa Valley Schools.

After 8 years continuous service	\$760
“ 10 “ “ “	\$810
“ 15 “ “ “	\$960
“ 20 “ “ “	\$1060

1. The Board of Education will provide longevity pay for all employees based on the length of their workday prorated by hours per day (average of weekly hours) the employee works, calculated on an eight 8 hour workday.
2. Longevity payments shall be made once a year. Payments shall be made on the last pay period of the employee's anniversary date (original date of hire within the bargaining unit).

### **Section D- Training**

When an Employee is required by the Employer to obtain instruction or training, the Employer will assume cost of fees/tuition. Employee will be compensated for all required training hours.

Special Education Paraprofessionals are required to obtain and maintain CPI training.

### **Section E-Mentor Stipend**

The district will post for one mentor position per job classification/level as determined by the district. Employees that meet the criterion and are selected for the mentorship role will be paid an additional \$50.00 stipend (for 6hrs or more positions) per person for minimum of five (5) hours not to exceed ten (10) hours of time spend training, mentoring and supporting new hires or employees who need extra support. (Stipend will be prorated based on the hours per day of the position they are mentoring i.e. LM 2hrs \$20.00 stipend for up to five hours) Mentors will at the minimum follow the suggested timelines for mentoring a new hire. Time mentoring shall be tracked on a mentor/mentee log and submitted to the human resources department for payment upon completion of new hires original probationary period. Mentors will be evaluated on their effectiveness in the role in order to continue in the role.

## **ARTICLE 16 - LEAVES OF ABSENCE**

Punctual and regular attendance is an essential function of each employee. The district has attendance guidelines outlining attendance expectations and repercussion of violating the guidelines. The guidelines will be distributed annually to each employee and will be available at any time on the Human Resources webpage.

The employer will meet with the Union and discuss any changes that may be made to the guidelines prior to the changes taking place.

## **Section A - Definition**

Pay for leave time will be provided in order to protect the employee's income during periods of unavoidable illness or disability. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

Upon successful completion of the probationary period, leave time will be granted and accumulated by employees.

## **Section B– Leave Day Accumulation**

Each employee shall be entitled to sick leave accumulations at the rate of:

Full time employees	1 day per month
Part-time employees	1 day per month

based on the number of hours per workday (average weekly hours). Unused sick leave left at the end of the school year shall be accumulated to a maximum of nine hundred sixty hours (960).

Credit will be earned only for those months in which an employee receives pay for majority of the scheduled working days of that month.

1. As an attendance incentive, an employee who has more than forty (40) days of personal accumulated sick days may be paid out any days beyond forty at the rate of \$40 per day (based upon an eight (8) hour day and pro-rated based upon the number of hours worked for less than eight (8) hour employees) not to exceed 10 days per school year. (Sunsets 6/30/24)

Employees who meet the criterion above and wish to receive a payout shall notify the human resources department in writing no later than the last day of the school year of their intent and the number of days to be paid out, not to exceed 10. Their payout will be paid on the July 30<sup>th</sup> pay period. Retirees must submit their written request after verification from the office of retirement services that their retirement has been finalized and their payout will be paid out on the 30<sup>th</sup> of the month following their retirement date.

## **Section C - Chargeable Leave Days**

Leave days may be used for personal or family illness, bereavement, emergencies, and personal business. For all absences the employee is required to notify the district call in system upon first knowledge of the necessity for the absence, per district absence guidelines. It is agreed the use of leave days will be strictly confined to the legitimate purposes specified in the schedule which follows immediately.

1. **Personal Illness:** Accumulated sick time may be used for a valid illness of the employee. Employee(s) may be required to provide a physician's certificate. A physician's statement will be required if the absence lasts four (4) consecutive days or more. All personal illness days are chargeable against the employee's sick bank accumulation.
2. **Family Illness:** Accumulated sick time may be used for the illness of an employee's spouse, children, or parents. See family care language Article 16(E-4) for family illness that is more than three (3) consecutive days.

Employee(s) may be required to provide a physician's certificate for absences less than three (3) consecutive days if there is suspected abuse of attendance. A physician's statement will be required if the absence lasts four (4) consecutive days or more and/or if there is a need to take four (4) or more non-consecutive days for a family member with a serious illness.

3. **Personal Business:** Eight (8) days shall be allowed for any business at the employee's discretion. A maximum of three (3) personal business days may be used consecutively without the approval of the Superintendent. Seven calendar days advance notice must be given by submitting the request using AESOP reporting. Emergency personal business requested less than seven (7) calendar days advance requires a reason or documentation, if requested for the emergency approval of the superintendent/designee. If a reason or documentation is not provided within two days of the employee's return, the day(s) will be unpaid.

These days shall not be used the day before or the day after a holiday or the first five student instructional days or the last five student instructional days of the school year.

Personal business days are chargeable against the employee's sick leave accumulation.

The superintendent/designee on a case-by-case basis, may consider exceptions for the use of personal business days in excess of three (3) consecutive days for pleasure trips or vacation.

#### **Section D – Non-Chargeable Leave Days**

1. **Funeral Leave:** Up to a maximum of five (5) days may be used beginning the day of the death, and within one week after death, for the purpose of making funeral arrangements and attending the funeral of a person in the employee's immediate family defined as: spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, step-relations as described herein as immediate family and persons living and making his/her home in the Employee's household. These days are not to be charged against an employee's sick leave accumulation. A maximum of one (1) day will be granted to attend the funeral of a niece, nephew, uncle, aunt, first cousin, brother-in-law, or sister-in-law. Exceptions for the use of funeral days other than in a consecutive and continuous manner immediately following the death of an immediate family member may be considered on a case-by-case basis subject to approval by the Superintendent/designee on condition that funeral documentation is provided to support the reason for requesting delayed funeral days.

Documentation may be requested to support the employee's attendance at the funeral if there is suspected abuse.

2. **Worker's Compensation:** If an Employee is injured while at work, the Employer shall follow the guidelines of the Michigan Worker's Compensation statute. If the Employee qualifies for and receives worker's compensation wage-loss benefits, the Employee's wage-loss compensation, shall be supplemented with an amount sufficient to maintain the Employee's regular salary for a period not to exceed the Employee's sick leave accrual. The sick accrual will be charged only for that fractural portion in excess of the compensation payment verified by the workers compensation carrier.

3. **Jury Duty:** When an Employee is called for Jury Duty, the Employer shall pay any seniority Employee called for Jury Duty the difference between the amount received from Jury Duty and the regular pay, if either the Employee or the Superintendent/Designee is unable to have the Employee excused from such assignment. An Employee who receives Jury Duty interview and appearance notice must notify his/her appropriate administrator within five (5) days of such notice. To be eligible for Jury Duty differential, the Employee must furnish the Employer with a written statement from the appropriate public official listing the amount and the dates he/she received pay for Jury Duty.
4. **Communicable Diseases:** A school building Employee absent from work because of mumps, scarlet fever, measles, chicken pox, scabies, lice or pink eye, shall suffer no loss of compensation for a maximum of three (3) days if contracted from school-related work.

## **Section E - Leaves of Absence**

### **1. LEAVE PROCEDURES**

- a. To be eligible for a leave under this article the employee must have at least one year of seniority. Employees requesting a leave must give the Human Resources Department no less than fourteen (14) calendar days' notice prior to their projected leave start date, except in emergencies. At time of requesting a leave the Employee must also indicate a projected return to work date.
- b. The position held by an Employee who is granted a leave of absence will be filled in accordance to the temporary assignment language in Article 13-Vacancies and Temporary Assignments-Section C. Employees filling the temporary assignment must meet the qualifications of the positions as outlined in the job description of the assignment.
- c. If the Employee returns to work within six months year from the last day worked, they will return to the position held on their last day worked. if the employee's leave extends beyond six months or his/her position is filled permanently from their last day worked, their original position is not guaranteed, and they could be returned to a vacant position in the job classification they previously held for which they are qualified. Refusal to accept such assignment will be considered as a voluntary resignation.
- d. If the Employee's return to work date changes from the Employee's original request for leave they must notify the Human Resources department of the change. At least seven (7) calendar days' notice must be given prior to the initial projected return to work date for non-medical leave requests.
- e. Failure to provide notice of intent to return to work as provided herein, and/or to return to work as scheduled, will release the School District of any further responsibility for re-employment of the employee and shall act as a conclusive presumption that the employee has resigned.
- f. Employees on an unpaid leave not covered by FMLA will have all wages and benefits discontinued for the duration of the unpaid leave except the employee may make arrangements to pay the premium of life and health insurance at the prevailing group rate if allowable.

2. **GENERAL LEAVE - UNPAID**

- (a.) An unpaid General Leave of Absence may not exceed one (1) calendar year. Such request must be in writing to the Human Resources Department. Such leaves may be extended for a period not to exceed one (1) year if approved by the Superintendent/Designee.
- (b.) Such leaves may be granted for Education, personal or other individual circumstances.
- (c.) While the employee is on General Leave, there shall be no accumulation of seniority and no advancement on the pay schedule. Upon return to work, the employee's seniority date will be adjusted by deducting the total calendar days from their last day worked to the effective date of their return.
- (d.) The district will discontinue all wages and benefits for the duration of a general leave of absence except that the employee may make arrangements to pay the premium for life and health insurance at the prevailing group rate if allowable.

3. **MEDICAL LEAVE**

- (a.) Employees who due to personal illness are unable to work will be placed on medical leave, after being absent from work for more than three (3) consecutive days, starting with their first working day of absence, provided they substantiate the medical condition with a physician statement. Employees on a medical leave shall utilize their sick leave days for payment beginning with the first day of absence. An Employee who is on medical leave of absence using sick accrual or without pay shall continue to accumulate seniority for up to one (1) calendar year.
- (b.) Employees on Medical Leave shall exhaust their accumulated Sick Days for payment beginning with the first day of absence. Sick days that may be accrued while an Employee is on leave will be held upon the Employee's return to work.
- (c.) Employees returning from a Medical Disability Leave are required to provide a release from their Attending Physician to the Human Resources department prior to the employee's return, listing what if any work restrictions. The District may require a return to work physical examination at the Employer's expense and by the Employer's physician, according to the guidelines set forth in Article 5 Section C –Health Requirements.

4. **FAMILY CARE**

- (a.) If an Employee's immediate family member (spouse, child, or parent) has a serious health condition or if the employee needs to care for her/his child after birth, or placement for adoption or foster care may take a family care leave, provided a medical note or appropriate documentation is provided after being absent from work for more than three (3) consecutive days. A family care leave can be approved for up the amount of the employees' sick leave bank not to exceed 12 weeks for intermittent or consecutive leave

days without the loss of seniority. If the employee does not have sick leave accumulated for this purpose then the employee may request a general leave.

Intermittent family care leave days used before or after a holiday break or the first or last week of school will require a medical note or appropriate documentation for the absence.

5. **MILITARY LEAVE**

- (a.) A leave of absence for military service will follow rules and regulations as outlined in the Uniformed Services Employment and Reemployment Rights Act (USERRA).

6. **UNION BUSINESS LEAVE**

- (a.) An employee elected or appointed to a position affiliated with the Union which removes the employee from employment in the District, will, upon written request from the Union, be granted a Leave of Absence for Union Business for a period of one (1) calendar year or for the term of the position whichever is shorter.
- (b.) All wages and benefits will be discontinued for the duration of a Leave of Absence for Union Business.
- (c.) Employees on a Leave of Absence for Union Business will not accrue seniority while they are on leave.

7. **UNION RELEASE TIME**

- (a.) Upon prior approval by Superintendent/Designee, leave for a maximum of fourteen (14) paid days per year may be granted to the Union for the purpose of attending Union conventions or conferences. Unused days will not accrue from year to year. Notice must be given to the Human Resources Department at least five (5) days in advance.

**Section F – Advance On Pay Scale**

Any employee(s) granted a Leave of Absence at a time other than the end of the work year will not be advanced upon the salary schedule when returning from said leave unless more than fifty-percent (50%) of their work year was worked. Individual(s) taking leave of absence commencing at the end of the work year will be automatically eligible for any advancement on the salary schedule upon returning to work.

## **ARTICLE 17 - HOLIDAYS**

### **Section A**

The following days shall be celebrated as paid holidays:

Thanksgiving Day	Day after Thanksgiving day
Christmas Eve	New Year's Day
Christmas Day	Martin Luther King Day
Three Additional Christmas Break Days	Mid-Winter Break (2 days)
Spring Break Days (2 days)	Good Friday
Memorial Day	

### **Section B - Holiday Definition**

When one of the above holidays fall on Sunday, then Monday, shall be deemed the holiday. When one of said holidays falls on Saturday, then Friday will be deemed the holiday.

If any of these holidays fall on a scheduled school day, the employer and union shall meet to reschedule said holiday.

### **Section C - Holiday Pay**

In order to qualify for the holiday pay, an employee must have completed probation and must have worked the last regular scheduled workday before and the first regular scheduled work day after each holiday. An employee who has been off the days before or after a holiday due to personal illness or who is on approved compensable leave, shall have these days counted as days worked.

## **ARTICLE 18- INSURANCE**

### **Section A - Medical, Dental, Optical**

1. The District reserves the right after conferring with the union to comply with Patient Protection And Affordability Act, select a health insurance carrier which offers a “bronze” plan that provides “minimum coverage” pursuant to 26 USC SEC. 36(b)(c)(2)(c)(ii). It will only be offered to those employees for whom the law requires the district to provide this coverage.
2. Preventive care, hospital and surgical insurance benefits plan descriptions and benefits can be found at: <https://www.chippewavalleyschools.org/ourdistrict/budget/transparency/benefit-plans/>
3. Dental Classes 5 and 6; Vision Plan 4 benefits and Supplemental Life Insurance will be made available during an open enrollment period, for members of the bargaining unit to upgrade and/or purchase at his/her own cost, subject to the rules and regulations of the carrier.

## **Section B - Life Insurance**

The Board will provide each Employee working six (6) or more hours per day, upon proper application, life insurance on a group basis in the amount of \$8,000. Employees working four (4) or more hours, but less than six (6) hours are eligible for group life insurance in the amount of \$5,000. The provisions of the group policy and the rules and regulations of the carrier shall govern as to commencement and duration of benefits, and all other aspects of coverage.

An Employee may elect to retire in accordance with the provisions of the Michigan Public School Employee Retirement Act. Employees may elect to purchase life insurance at group rates subject to the provisions of the carrier.

## **Section C - Coverage**

Insurance coverage will be provided based upon the scheduled number of hours effective the first day of school each school year. Individual coverage will not be increased during the school year based upon an increase in hours unless a person transfers or is promoted to a new position.

## **ARTICLE 19 – ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Board and the Union and supersedes all prior Agreements between the Parties and shall become of full force and effect from August 10, 2021 and shall continue in full force and effect until midnight, June 30, 2024 and from year to year thereafter unless either party hereto shall give the other party at least thirty (30) days written notice, by registered letter, before the end of the term of this Agreement or before the end of any annual period thereafter, of its desire to modify the existing contract.

“An Emergency Manager appointed under the local government and school district fiscal accountability act shall be permitted to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.”

## **ARTICLE 20- WAGES AND CLASSIFICATIONS**

### **SECTION A - PAY GRADE DEFINITION**

#### **PAY GRADE III**

Building Paraprofessional  
Crossing Guard  
Lunchroom Monitor  
Floating Lunchroom Monitor  
Locker Room Monitor  
Hall Monitor  
Classroom Paraprofessional  
Preschool Paraprofessional  
Adult Education Paraprofessional  
Study Hall and Detention Paraprofessional



**PAY GRADE IV**

Special Education Paraprofessional  
Floating Paraprofessional

**PAY GRADE V**

Curriculum Para-Educator  
English Learner Para-Educator  
Health Aide Paraprofessional

**PAY GRADE VI**

Great Start Readiness (GSRP) Para-Educator

**SECTION B - WAGE ADMINISTRATION**

1. When step increases are granted they will be given on July 1<sup>st</sup> each school year. Step increases will be credited to those employees who are employed by the district by January 31<sup>st</sup> of the prior school year.
2. A 457 Plan will be available for eligible employees.
4. A new employee may be given credit for outside related working experience at the time they are employed by the school district. The determination of whether or not to grant work experience credit is vested with the board/designee. If employee moves to another position and/or paygrade for which they were hired for, their steps granted would be adjusted to reflect their years of service.

## ARTICLE 21- DURATION OF AGREEMENT

This agreement represents the entire agreement between the Board and the Union and supersedes all prior agreements between the parties and shall become of full force and effect from July 1, 2025 and shall continue in full force and effect until Midnight, June 30, 2028 and from year-to-year thereafter, unless either party hereto shall give the other party at least sixty (60) days written notice by registered letter before the end of the term of this agreement or before the end of any annual period thereafter, of its desire to modify the existing contract.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives this 9th day of December, 2024.

### **CHIPPEWA VALLEY PARAPROFESSIONALS AND MONITORS - AFSCME**

### **CHIPPEWA VALLEY BOARD OF EDUCATION**


#### **MEMBERS OF AFSCME NEGOTIATING TEAM**

#### **MEMBERS OF DISTRICT NEGOTIATING TEAM**

By:   
Carolyn Coburn, Chairperson, Negotiating Team

By:   
Dr. Adam Blanchard, Assistant Superintendent  
Human Resources

By:   
Dwight Hicks, Council Representative

By:   
Scott Sederlund, Assistant Superintendent  
Business and Operations

By:   
Cynthia Curtis, Negotiating Team

By:   
Dawn Leone, Director of Human Resources

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS**

**2025-26**

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
3	Crossing Guard				
	Building Parapro				
	Locker Room Monitor				
	Lunchroom Monitor/Floater				
	Hall Monitor	\$14.99	\$15.46	\$15.93	\$16.40
	Classroom Parapro				
	Preschool Parapro				
	Adult Ed Parapro				
	Study Hall/Detention Parapro				
4	Floating Parapro	\$16.23	\$16.66	\$17.09	\$17.51
	Special Ed Parapro				
5	Curriculum Paraeducator	\$17.58	\$18.40	\$19.23	\$20.05
	Health Care Parapro				
	English Learner Paraeducator				
6	Great Start Readiness Paraeducator	\$18.63	\$19.49	\$20.35	\$21.22

**CHIPPEWA VALLEY SCHOOLS  
PARAPROFESSIONAL/MONITORS**

**2026-27 and 2027-28**

<b>PAY GRADE</b>	<b>JOB CLASSIFICATION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>
3	Crossing Guard				
	Building Parapro				
	Locker Room Monitor				
	Lunchroom Monitor/Floater				
	Hall Monitor	\$15.44	\$15.92	\$16.41	\$16.89
	Classroom Parapro				
	Preschool Parapro				
	Adult Ed Parapro				
	Study Hall/Detention Parapro				
4	Floating Parapro	\$17.75	\$17.84	\$17.94	\$18.04
	Special Ed Parapro				
5	Curriculum Paraeducator	\$18.11	\$18.96	\$19.80	\$20.65
	Health Care Parapro				
	English Learner Paraeducator				
6	Great Start Readiness Paraeducator	\$19.19	\$20.08	\$20.97	\$21.86

LETTER OF AGREEMENT  
Between  
CHIPPEWA VALLEY SCHOOLS (CVS)  
And  
CHIPPEWA VALLEY CHAPTER 1884, PARAPROFESSIONAL/MONITORS  
UNION COUNCIL 25 AFSCME (AFSCME)

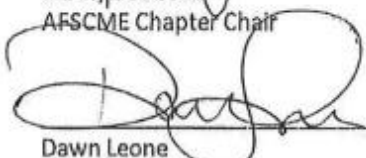
It is agreed upon by both parties to modify the Paraprofessional Mentor Stipend language to the below:

Section F –Mentor Stipend (Sunsets 6/30/26)

The district will post for one mentor position per job classification/level as determined by the district. Employees that meet the criterion and are selected for the mentorship role will be paid an additional **\$50 STIPEND (FOR 6HR OR MORE POSITIONS) PER PERSON FOR A MINIMUM OF FIVE (5) HOURS NOT TO EXCEED TEN (10) HOUR OF \$2.00/hr for time spent** training, mentoring and supporting new hires or employees who need extra support. **(STIPEND WILL BE PRORATED BASED ON THE HOURS PER DAY OF THE POSITION THEY ARE MENTORING I.E. LM 2HR \$20 FOR UP TO FIVE HOURS)** Mentors will at the minimum follow the suggested timelines for mentoring a new hire. Time mentoring shall be tracked on a mentor/mentee log and submitted to the human resources department for payment upon completion of new hires original probationary period. Mentors will be evaluated on their effectiveness in the role in order to continue in the role.

  
Carolyn Coburn  
AFSCME Chapter Chair

1-4-24  
Date

  
Dawn Leone  
Director of Human Resources

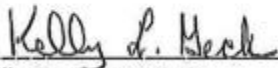
1/4/24  
Date

LETTER OF AGREEMENT  
Between  
CHIPPEWA VALLEY SCHOOLS ("district")  
And  
CHIPPEWA VALLEY CHAPTER 1884, PARAPROFESSIONAL/MONITORS  
UNION COUNCIL 25 AFSCME (AFSCME)

District Movement from Union to Union

The parties have agreed to the following as it related to district employees that transfer to the AFSCME Secretarial/Clerical from AFSCME Secretarial/Clerical or CVSPA:

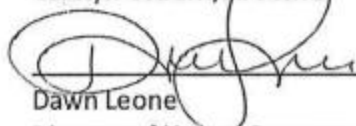
- The employee will not carryover seniority from one union to the other.
- The employee will be able to use previously accrued leave time during their probationary period; however, their probationary period will be extended by the amount of leave days taken.
- The employee will be placed on the AFSCME Paraprofessional/Monitors salary schedule for their new position at the step closest to their previous hourly rate that provides an increase or the top step whichever is closest to their current rate.
- The employee will be eligible for Holiday Pay.
- If the employee held district benefits in their previous position and the new position provides benefits, the 60-day probationary period will be waived only in this instance.

  
\_\_\_\_\_  
Kelly Geck, AFSCME

6/10/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Carolyn Coburn, AFSCME

6/10/22  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dawn Leone  
Director of Human Resources

6/10/22  
\_\_\_\_\_  
Date

Chippewa Valley Schools  
Negotiated Formula Distribution  
2025/26, 2026/27, and 2027/28 School Years

For the 2025/26, 2026/27, and 2027/28 school years, should enrollment and/or state unrestricted funding vary from estimates used for budgeting purposes, the following formula will be used to calculate amount to be distributed to employees as a lump sum bonus payment. The lump sum payment will not be subject to retirement and will be reduced by FICA taxes. There will be no distribution for total distribution amounts below zero. If there is an unanticipated shift in categorical, grant and/or foundation allowance funding, the District and Association will meet to discuss the impact, if any, on the lump sum formula distribution.

**Formula:**

$$\begin{aligned} & \text{Foundation Allowance} * (\text{Actual Blended Enrollment} - \text{Projected Blended Enrollment}) * 83\% \\ & \text{Plus} \\ & \text{Actual Blended Enrollment} * (\text{Actual Per Pupil Unrestricted Foundation Allowance} - \text{Projected Per Pupil Unrestricted Foundation Allowance}) * 83\% \\ & \text{Times 50\% =} \\ & \text{Amount to be distributed to employees before taxes} \end{aligned}$$

	2025/26	2026/27	2027/28
Projected Blended Enrollment FTE	14,067	13,871	13,694
Projected State Unrestricted Funding Per Pupil	\$9,858	\$10,108	\$10,358

**Example 1:**

Actual Blended Enrollment FTE  
Actual State Unrestricted Funding Per Pupil

$$\begin{aligned} 25/26 &= (\$9,950 * (14,000 - 14,067) * 83\%) + (14,000 * (\$9,950 - \$9,858) * 83\%) = -\$553,320 + \$1,069,040 = \$515,720 @ 50\% = \$257,860 \text{ to be distributed districtwide} \\ 26/27 &= (\$10,200 * (14,000 - 13,871) * 83\%) + (14,000 * (\$10,200 - \$10,108) * 83\%) = \$1,092,114 + \$1,069,040 = \$2,161,154 @ 50\% = \$1,080,577 \text{ to be distributed districtwide} \\ 27/28 &= (\$10,400 * (13,700 - 13,694) * 83\%) + (13,700 * (\$10,400 - \$10,358) * 83\%) = \$51,792 + \$477,582 = \$529,374 @ 50\% = \$264,687 \text{ to be distributed districtwide} \end{aligned}$$

**Example 2:**

Actual Blended Enrollment FTE  
Actual State Unrestricted Funding Per Pupil

$$\begin{aligned} 25/26 &= (\$9,800 * (14,000 - 14,067) * 83\%) + (14,000 * (\$9,800 - \$9,858) * 83\%) = -\$544,978 + -\$673,960 = -\$1,218,938 @ 50\% = \$0 \text{ to be distributed districtwide} \\ 26/27 &= (\$10,000 * (13,900 - 13,871) * 83\%) + (13,900 * (\$10,000 - \$10,108) * 83\%) = \$240,700 + -\$1,245,996 = -\$1,005,296 @ 50\% = \$0 \text{ to be distributed districtwide} \\ 27/28 &= (\$10,400 * (13,500 - 13,694) * 83\%) + (13,500 * (\$10,400 - \$10,358) * 83\%) = -\$1,674,608 + \$470,610 = -\$1,203,998 @ 50\% = \$0 \text{ to be distributed districtwide} \end{aligned}$$

12/2/2024

Formula Distribution for 2025-26 to 2027-28