

AGREEMENT

between

CRESTWOOD SCHOOL DISTRICT

and the

**CRESTWOOD FEDERATION OF
PARAPROFESSIONALS**

Effective July 1, 2021, to and including, June 30, 2024
Crestwood School District
Dearborn Heights, Michigan

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AGREEMENT

This Agreement is made and entered into on 9th day of September, 2021, between the CRESTWOOD SCHOOL DISTRICT, Dearborn Heights, Michigan, (hereinafter referred to as the “EMPLOYER”) and the Crestwood Federation of Paraprofessionals AFT, AFT Michigan AFL- CIO LOCAL UNION (hereinafter referred to as the “UNION”).

PURPOSE

The purpose of the Agreement is to set forth terms and conditions of employment as required by the PERA, Act 379 of the Michigan Public Acts of 1965, as amended, and to promote orderly and peaceful labor relations between the employees and employer.

ARTICLE I - RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining and with respect to rates of pay, wages, hours of employment, or other conditions of employment for all regular full-time and regular part-time employees employed in the classifications of Library paraprofessional and Para Professional, excluding substitutes and all other employees not included above.

A paraprofessional is defined as an employee who provides instructional or behavioral support within a school. A Crestwood School District paraprofessional is required to hold a high school diploma (or equivalent), regardless of their assignment, under Michigan law. A paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or
- Obtain an associate’s degree (or higher); or
- Meet a rigorous standard of quality and demonstrate through passage of an approved formal state academic assessment (which as of this contract is the ETS Parapro Assessment)

A full-time paraprofessional is defined as an employee regularly scheduled to work at least thirty (30) or more hours per week.

A part-time paraprofessional is defined as an employee regularly scheduled to work at least thirteen (15) hours per week, but less than thirty (30) hours per week.

ARTICLE II - MANAGEMENT RIGHTS

The Board retains the right in accordance with applicable laws and regulations, (a) to direct employees of the school, (b) to hire, promote, transfer, assign, and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employee, (c) to relieve employees from duties because of lack of performance or for other legitimate reasons, (d) maintain the efficiency of the school operations entrusted in the, (e) to determine the methods,

means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good educational program for the community of the Crestwood School District.

ARTICLE III - SENIORITY

- A. **Seniority** - Seniority for the purpose of the Agreement shall mean the employee's length of continuous employment in the classifications covered by this Agreement.

The Union shall be furnished an up-to-date seniority list, stating name and seniority date at the beginning of each school year.

The relative seniority of employees hired after 1985 on the same date shall be determined by ranking employees on the seniority lists in descending numerical order of the last four digits of their social security number.

- B. **Probation - Probationary Period**

1. A probation period of ninety (90) days worked shall be served by all paraprofessionals after being hired as a regular employee.
2. Upon completion of satisfactory probation, the paraprofessionals name will be placed on the seniority list from their date of hire.

- C. **Regular Assignments** - When the School District creates a new position or declares a vacancy in the bargaining unit, the position or vacancy shall be posted at least five (5) working days. Seniority employees possessing the qualifications for the posted position may bid by filing a written request within the posting period. If the qualifications, ability and merit are equal among applicants, then the high seniority employee shall be selected and given a trial period not to exceed thirty (30) working days. During the trial period, a seniority employee may be disqualified and returned to his/her former position and no grievance shall be filed.

A seniority employee who is not selected for a trial period, or a seniority employee who is disqualified during the trial period, may request the reasons for his/her bid denial or disqualification.

The District may employ substitute paraprofessional of a temporary nature in a vacancy or for a specified circumstance by mutual agreement. Temporary substitutes may work without claim for bargaining unit status at any time up to a full semester. Temporary substitutes may also be employed as long as their position is posted, and the District is actively seeking a bargaining unit member to fill that position. The Local Union and the Steward will be informed in a timely manner when any change in status occurs.

- D. **Loss of Seniority** - An employee shall lose his/her seniority and his/her employment shall terminate for the following reasons:

1. He/she resigns or retires.
2. He/she is a seniority employee and is discharged and the discharge is not reversed through the grievance procedure.
3. He/she is laid off for a period of two (2) years, or the length of the employee's seniority, whichever is less.
4. He/she fails to report to work at the designated date and time after notice of recall.
5. He/she is absent for three (3) consecutive working days without notice to the supervisor or designee; or is absent for three (3) consecutive working days without a valid reason.
6. He/she fails to return from an authorized leave of absence (including a leave resulting from a work-related injury or illness) vacation or sick leave at the designated time unless the designated time has been mutually extended, in writing by the employee or Union, and the Employer.

ARTICLE IV - LAYOFF AND RECALL

- A. **Layoff Procedure** - In the event the School District elects to lay off employees in the classifications of Library paraprofessionals, Special Education paraprofessionals and General Education paraprofessionals, then probationary employees in the affected classification shall be laid off prior to seniority employees. Thereafter, seniority employees in the affected classification shall be laid off according to their District-wide seniority. Provided, however, a paraprofessional, based upon his/her District-wide seniority, may bump the least seniority employee in an equal or lower paying classification (i.e., Library paraprofessional may bump if he/she is qualified to perform the work). Such days must be actually worked. In the event that the employee does not successfully complete the probationary period, he/she will again be laid off, the position declared vacant, and the recall procedure provided below will be implemented.
- B. **Recall Procedure** - When positions within a particular classification, (i.e., Library Para Professional, General Education paraprofessional, Special Education paraprofessional, are declared vacant by the School District, currently working employees removed from that classification shall be transferred to the vacancy based upon their District-wide seniority. Thereafter, the highest District-wide seniority employee laid off from that classification shall be the first employee recalled (for this purpose, the classifications of Library paraprofessional shall be treated as one classification).
- C. **Notification** - No employee shall be laid off due to a reduction in staff unless he/she has been notified in writing at least two (2) weeks prior to that layoff. Non-operation of schools due to conditions beyond the control of the Employer, such as but not limited to natural disaster, mechanical failures or strikes, shall not hold the Employer liable for notice of layoff.

ARTICLE V - RESIGNATION

When an employee resigns, he/she shall file a resignation form with the District at least two (2) weeks prior to the effective date of termination of employment. If an employee does so, they shall be eligible for benefits under Article XVII, Section 2.

ARTICLE VI - DISCHARGE OR SUSPENSION

- A. A seniority employee shall not be disciplined by written reprimand, suspended without pay, or discharged without just cause. A written reprimand may be grieved through the Superintendent of Schools level, but shall not be subject to arbitration.
- B. Written notice of a suspension or discharge shall be given to a regular seniority aide and the Union. Should the discharged or suspended seniority employee consider the discharge or suspension to be improper, a grievance must be made in writing and presented to the Superintendent within five (5) regularly scheduled working days from the date of the employee's notification of discharge or suspension. The Superintendent will review the discharge or suspension and give his/her answer in writing within five (5) regularly scheduled working days after receiving the grievance. If the decision is not satisfactory to the Union or the individual, the matter may be processed through the next levels of the grievance procedure.
- C. The provisions of this Article do not apply to those employees classified as probationary.

ARTICLE VII - REPORTING TIME

School paraprofessionals shall report their absence from work at least one hour prior to their regular starting time.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. **Definition.** - A grievance is defined as a written complaint by a member of the bargaining unit or the Federation that administrative action, discipline or policy has resulted in a violation, misinterpretation or misapplication of the terms and conditions of this Agreement. The following matters and issues shall not constitute a grievance subject to this procedure, notwithstanding being addressed or mentioned elsewhere in this Agreement.
 - 1. The termination of services of or failure to re-employ any probationary paraprofessional;
 - 2. The termination of services or failure to re-employ any paraprofessional to a position on the extracurricular schedule;
 - 3. The content of a paraprofessional's evaluation. This does not preclude grieving an action resulting from an adverse evaluation;
 - 4. Any matter for which there is a specified procedure and/or administrative agency for recourse according to state or federal laws, provided that the School District shall grant a hearing for these matters within twenty (20) days of receipt of a request, in writing, except where the School District is otherwise obligated by law to provide a hearing pursuant to a specified procedure.

- B. Designees. The Union shall designate one (1) representative to handle a grievance when requested by the grievant.

The School District hereby designates the principal of each building to act as its representative at Level One as hereinafter described and the Superintendent, or his designated representative, to act at Level Two as hereinafter described. The Superintendent may provide release time to Union officials for the processing of grievances.

- C. Grievant Rights. The grievant shall have the right at all times during the grievance procedure to have a Union representative present.

- D. “Days” Defined. The term “days” as used herein shall mean business days in which the School District is in operation, excluding holidays or recesses.

- E. Grievance Content. Written grievances as required herein shall contain the following:

1. It shall be signed by the grievant(s) or grievant officer;
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this Agreement alleged to have been violated;
5. It shall contain the date of the alleged violation, if known;
6. It shall specify the relief requested.

The grievance shall be submitted on the grievance form attached to this Agreement as Appendix D.

- F. Release Time. The Union shall be granted up to ten (10) days of released time during the school year to be used by the Union officials and/or the grievant, at its discretion, for the purpose of preparation and presentation of grievances at the arbitration level.

- G. Personnel File. No record whatsoever shall appear in the personnel file of any paraprofessional indicating his/her institution or pursuit of proceedings under this Article. No paraprofessional shall be discriminated against on the basis of his/her institution or processing a proceeding under this Article.

- H. Time Limits. Should the grievant(s) or grievance officer fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a grievant(s) or grievance officer fail to appeal a decision within the limits specified, or resign from the School District (except a grievance involving a remedy directly benefiting the grievant regardless of his/her employment), all further proceedings on a previously instituted grievance shall be barred.

- I. Time Limit Extension. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed

after May 15 of any year, the School District shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- J. Procedures. Notwithstanding the expiration of this Agreement, any grievance arising thereunder may be processed through the Grievance Procedure until resolution.

GRIEVANCE PROCEDURE:

Level One:

Informal Procedure. A grievant(s) or grievance officer alleging a violation of the express provisions of this contract shall, within twenty (20) days of its alleged occurrence, orally discuss the grievance with the building principal in an attempt to resolve same.

If no resolution is obtained within five (5) days of the discussion, the grievant(s) or grievance officer shall reduce the grievance to writing and proceed within five (5) days of said discussion to Level Two.

Level Two:

Formal Grievance Procedure.

- A. Step One. The grievant(s) or grievance officer may invoke Level Two of this grievance procedure by presenting the grievance, in writing, to the Union and to his/her principal or supervisor.

Within five (5) days of receipt of the written grievance, the grievant(s)' principal or supervisor shall state his/her decision, in writing, concerning the grievance, together with the supporting reasons therefor and furnish one (1) copy to the grievant and one (1) copy to the Union.

- B. Step Two. In the event the Union is not satisfied with the disposition of the grievance by the building principal or supervisor, or if no decision has been rendered within five (5) days after presentation of the Formal Grievance, it may file the written grievance and the decision of the building principal or supervisor if there is one with the Human Resource Office within five (5) days.

The Human Resource Office shall schedule a meeting with the grievant and the Federation representative within five (5) days of the receipt of the grievance. Within five (5) days after said meeting, the Superintendent's office shall issue a written decision and furnish one (1) copy to the grievant and one (1) copy to the Union representative.

- C. Step Three. In the event the Union is not satisfied with the disposition of the grievance by the Human Resource Office or if no decision has been rendered within five (5) days after presentation of the Formal Grievance, it may file the written grievance and the decision of the Human Resource Office with the Office of the Superintendent within five (5) days.

The Superintendent's office shall schedule a meeting with the grievant and the Federation representative within five (5) days of the receipt of the grievance. Within five (5) days after said meeting, the Superintendent's office shall issue a written decision and furnish one (1) copy to the grievant and one (1) copy to the Union representative.

Level Three:

Arbitration. In the event the Federation is not satisfied with the disposition of the grievance at Level Two, or if no disposition has been rendered within the time lines for decision at Level Two, the Union may refer the grievance to arbitration by filing a Demand for Arbitration, within ten (10) days of the Level Two disposition, with the American Arbitration Association, whose Voluntary Arbitration Rules shall govern the arbitration selection process and the conduct of the hearing. The arbitrator shall render a decision and remedy, if appropriate, based upon the interpretation of this Agreement and shall have no authority or power to alter, modify, add to, subtract from, or ignore any of the terms of this Agreement. The arbitrator shall construe this Agreement in a manner which does not interfere with the exercise of the School District's rights and responsibilities except where they have been expressly and clearly limited by the terms of this Agreement.

The arbitrator shall have no power to reverse or modify a discretionary decision of the School District or its administration where the ability to exercise managerial discretion is not expressly and clearly limited by the terms of this Agreement.

The decision of the arbitrator shall be final and binding, provided the decision is within the arbitrator's scope of authority as set forth herein.

Specifically, the arbitrator shall have no authority or power to render a decision in cases which are matters and issues not constituting grievance subjects as listed in Section A, 1-5, of this Article and such cases are expressly excluded from arbitration.

The fees and expenses of the arbitrator shall be apportioned as follows:

1. If the grievance is fully denied, the Union shall be responsible for the fees and expenses.
2. If the grievance is fully granted, the School District shall be responsible for the fees and expenses.
3. If the grievance is denied in part and granted in part, the arbitrator shall apportion the responsibility for the fees and expenses between the parties on a percentage basis according to the degree to which each party did not prevail in its position.

ARTICLE IX - STEWARDS

- A. The Union may designate one (1) steward and two (2) alternates from all of the employees covered by this Agreement. The Authority of the steward or alternate shall be limited to, and shall not exceed, the following duties and activities:
1. The steward, or his alternate, at reasonable times as determined by his supervisor during his working hours, may investigate grievances and may participate in the grievance procedure (as outlined in Article IX), as the Union representative of the employee with the grievance if that employee chooses to be represented by the Union and the Union chooses the steward or his alternate to be its representative. Investigation of grievances and participation in grievance procedure shall not interfere with the instructional operation or with other employees performing their working duties. No more than a total of one (1) hour per week may be expended by the steward and/or his alternate during their working hours without loss of time and pay. The steward or alternate shall report to his supervisor before commencing such activities and shall report back to said supervisor when said activity is finished.
 2. The steward or his alternate may transmit messages and information by using the District email which originates and is authorized by the Union; provided such messages and information do not involve strikes, work stoppage, slowdowns, refusal to handle goods, or any other interference with the Employer's business.
 3. The activities described in (I) shall be the only Union activities for which release time without loss of pay will be allowed and then only as set forth therein.
- B. The Employer recognizes the limitations upon the authority of the steward and the alternate as outlined above, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitation shall have the authority to impose proper discipline, including discharge at its discretion, and without any warning notice, in the event the steward or the alternate shall take strike action, slowdown, or work stoppage, or in any way interfere with the Employer's business in violation of this Agreement.
- C. The Union shall notify the Employer, in writing, of the designated Steward and alternate.

ARTICLE X - NO STRIKES OR STOPPAGES

During the life of this Agreement, the Union will not cause, nor will any member of the Union take part in any strike, concerted action, work stoppage, slow down, or any curtailment of work, or any restriction on the operation or interference with the efficient operation or interference with the efficient operation of the District.

ARTICLE XI - MISCELLANEOUS

- A. The provision of this Agreement shall be subordinate to the applicable laws of the State of Michigan and the United States and should any provision or any application of this

Agreement be deemed or declared to be contrary to law then such provision shall be of no force and effect but all other provisions shall be continued in full force and effect. Such provision shall be subject to renegotiations.

- B. The Employer agrees that it will allow the proper accredited representative of the local union access to the Employer's school buildings at any time during regular working hours for the purpose of policing the terms and conditions of this Agreement. However, said representative shall not interfere with the operation in any manner, and shall first report to the supervisor or other administrator when he first enters upon school property.

The Employer will provide access to technology to paraprofessionals required to complete Medicaid billing during the workday.

- C. The Employer shall provide "Notice of Continued Employment" to each bargaining unit member before the end of the school year.
- D. The Employer may grant necessary and reasonable time off, without discrimination or loss of seniority right and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided five (5) days written notification is granted to the District by the Union, and further provided such time off, without pay, shall not exceed five (5) working days.
- E. On any workday that a teacher paraprofessional reports for work and is released from duty they will be guaranteed a minimum of two (2) hours pay.
- F. Each employee shall have access to his own personnel file to examine its contents in the presence of an administrator and at a time arranged with said administrator. Any complaints received against any employee shall not be entered into his/her personnel file without acknowledgment by the employee.
- G. When school is closed due to inclement weather or act of God, or administrative action those employees affected will not be paid for the days involved but will be paid for any rescheduled days in the school calendar that are worked. Provided, however, employees shall be paid for the first six (6) cancelled days in a school year if those days are not rescheduled prior to the end of the school year and if those cancelled days are counted as days and hours of pupil instruction under the laws of the State of Michigan and/or the rules and regulations of the State Board of Education and the Department of Education. Payment to employees employed on the date of cancellation of school shall be made in the last payroll period of the school year.
- H. Mileage. Teacher paraprofessionals required to use their own automobile in performance of their duty shall be reimbursed in accordance with the applicable Board policy.
- I. Tuition Reimbursement. If employees are required to acquire new skills or training the employer will, with prior approval, reimburse employees for the tuition upon successful completion of the course provided, however, that no reimbursement will be made if the employee receives academic credit.

- J. When an employee is required to attend a meeting or perform other duties outside their normal daily work schedule, the employee shall be paid his/her regular rate of pay for all such time worked.
- K. The Employer shall be responsible to obtain a substitute for an absent paraprofessional, if the Employer determines a substitute is necessary.
- L. Evaluation. The District has informed the Union that the current evaluation process will be followed and a new column will be added to the evaluation form entitled "Not Applicable." An annual evaluation shall be performed of all employees by the immediate supervisor using the appropriate evaluation form. If an employee disagrees with the evaluation, a meeting with the supervisor and another member of management shall be held to discuss individual concerns. An employee who may still be unsatisfied shall be allowed to file written comments, which shall be attached to the evaluation.
- M. The Employer may, in its sole discretion, require the direct deposit of pay checks in a manner consistent with law.
- N. The District will notify the Steward and the Local Union within five (5) working days of the name, email and home address of regular full and part-time paraprofessionals hired into the bargaining unit.
- O. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act.
- P. Errors. The parties agree that any error made by the School District with regard to wages shall be adjusted either for the benefit of the employee or the School District as soon as practicable after the error has been identified. Any underpayment by the School District shall be rectified to make the employee whole for the underpayment. Any overpayments of whatever nature will be recovered in equal installments over the pay periods remaining in the year in which the overpayment was discovered. No interest of any kind shall be paid by the employee to the School District or by the School District to the employee for any overpayment/underpayment. Such adjustments shall take place only after a meeting with the employee and only as according to state law.

Any errors of overpayment or underpayment not discovered by one party and/or brought to the attention of the other party in writing within 360 days of the date of the last overpayment/underpayment shall be null and void. In such cases, corrections shall be made to avoid future errors, even though no money shall be paid by either party to compensate for those errors.

ARTICLE XII - LEAVE WITHOUT PAY

Leave of absence without pay or other benefits provided under this Agreement may be granted

by the Employer. To the extent leave of absence granted under this Article also qualifies as a FMLA leave, the two leaves shall run concurrently. Employees will not accumulate seniority during such leaves of absence but shall return with the seniority accumulated at the commencement of the leave of absence.

A. Health Leave.

1. Health leave, when recommended by a physician, may be granted up to a maximum of one (1) year commencing after sick leave has been used.
2. Notice of intention to return from a leave shall be accompanied by a written statement from a physician certifying the fitness of the employee to fulfill his duties. The employee must notify the Employer, in writing, at least two (2) weeks prior to his return to work.

B. Maternity Leave.

1. A maternity leave of absence may be granted, to an employee electing not to use personal illness leave for childbirth, for the purpose of childbirth and subsequent childcare, for a duration of up to one (1) year.
2. A member of the bargaining unit adopting a child may receive a similar leave, which shall commence upon the entry of an order by the probate court awarding custody to the adoptive parent

C. Military Leave. Military leave of absence is covered under the National Selective Service Act, as amended, 1970.

D. Other Unpaid Leaves. Other unpaid leaves of absence may be granted by the Employer for reasons deemed appropriate by the Superintendent of Schools.

ARTICLE XIII - FMLA LEAVE

The School District shall provide leave to eligible employees under the Family Medical Leave Act, "FMLA," in accordance with applicable law.

To request a FMLA leave, an employee must submit a completed and signed Application for Family and Medical Leave Act form (attached hereto as Appendix A) to the Director of Human Resources. If the need for FMLA leave is foreseeable, the employee must request the leave at least thirty (30) days in advance of the first day of the leave. If the need for FMLA leave is not foreseeable, the employee shall provide notice as soon as possible and practical, generally no later than the next business day. Failure to request a FMLA leave in accordance with this Section may result in denial of the FMLA leave.

Upon receipt of a request for FMLA leave, the School District shall process the request in accordance with applicable law.

Employees who are approved for a FMLA leave shall be required to use all paid leave remaining

in their leave bank concurrent with the FMLA leave.

ARTICLE XIV - WORKERS' COMPENSATION

Employees who are eligible for workers' compensation wage loss benefits shall only receive those benefits permitted under law, and the School District shall not be responsible for supplementing the wage differential.

ARTICLE XV - LONG-TERM DISABILITY

The School District shall pay the premiums to provide to regular employees the District's Long Term Disability policy (i.e., 60 calendar day waiting period; 60% wage replacement benefit not to exceed \$2,000 per month). The School District shall provide to regular employees, upon request, a schedule of insurance and summary plan description, but a regular employee's entitlement to benefits shall be subject to, and governed by, the terms and conditions of the group insurance policy.

Disability shall be defined and administered in accordance with the District's LTD Policy.

ARTICLE XVI – LEAVE WITH PAY

- A. **Paid Time Off.** Full time seniority employees will be granted twelve (12) days of paid time off (PTO) per school year, cumulative to a total of sixty (60) days of PTO. Regular part time seniority employees will be granted six (6) days of PTO per school year, cumulative to a total of twelve (12) days of PTO.

Paid leave days may be used for personal illness, injury, family illness or attending to personal business which cannot be taken care of outside of normal work hours. Paid leave days above ten (10) in an employee's bank may be used for weekdays during the school year that are otherwise unpaid, such as holiday breaks, spring breaks, snow days beyond six, conference days and scheduled half days.

- B. **Jury Duty.** Any employee with more than one (1) year seniority who is summoned for jury duty shall notify the Employer no less than seventy-two (72) hours prior to the reporting date. An employee reporting for jury duty other than Grand Jury duty shall be paid for each day on jury duty less the jury duty fee. To be eligible for jury duty pay the employee must submit a statement from the court listing the dates served. The employee's benefits shall continue during this period including accrual seniority. If the employee is not required to serve a full day of jury duty, on any day, she/he shall report for work at the earliest possible time.
- C. **Funeral Leave.** An employee shall be entitled to three (3) days of paid funeral leave as a result of death in employee's immediate family. Immediate family shall be defined as spouse, children, mother, father, stepmother, stepfather, mother-in-law, father-in-law, grandparents, grandchildren, brother, or sister. Said days shall not be cumulative. An employee may use an additional up to two (2) days of PTO as is necessary for funeral related activities, such as travel or assisting with funeral arrangements.

ARTICLE XVII - WORK SCHEDULE

- A. Work Year. As a general rule, Teacher paraprofessionals work only on those days when students are in attendance. In the event of curriculum days or other situations where students are absent, but the staff is present, the employment of Teacher paraprofessionals will be scheduled as paraprofessional professional development days and these professional development days will be shared with the Union president by August 20.

Each Paraprofessional will be scheduled (and paid for) one full day of work among the first scheduled teacher workdays before the first student day and will be notified in advance of this one full day of work in writing.

- B. Work Day. A library paraprofessional's regular workday shall not be less than six (6) hours. A minimum of twenty-five (25) minutes unpaid lunch period will be provided.
- C. Once the District establishes the calendar each year, the Superintendent will meet with the Union Steward, and the Superintendent, with input from the Union, will set the work schedule for paraprofessionals for that year.
- D. Any member of the bargaining unit who works bus duty shall receive his/her regular, hourly rate of pay for those services. These hours shall be counted for computing amounts owed as vacation pay, sick leave pay, personal days' pay, holiday pay and longevity pay. Bus duty assignments are voluntary and will be determined annually based on need. Assignments will be granted to employees based on seniority.

ARTICLE XVIII - HOLIDAYS

All full-time seniority employees shall receive his/her daily rate of pay for the following days provided that he/she works on the scheduled workday before and after the holiday (except where the employee obtains permission at least ten (10) days in advance from his/her immediate supervisor for an absence on the scheduled workday before and/or after the holiday):

1. Thanksgiving Day
2. Day after Thanksgiving
3. Monday after Easter
4. Memorial Day
5. Independence Day*
6. Friday before Labor Day
7. Labor Day
8. Christmas Eve Day
9. Christmas Day
10. New Year's Eve Day
11. New Year's Day
12. Martin Luther King Day
13. Good Friday
14. Eid Holiday (1 Day)

*Independence Day will be paid only for those members of the bargaining unit who work during summer school.

Any employee who is hospitalized on his/her scheduled workday before or after the holiday will be considered to have worked on that day, provided that he/she produces documentation of such hospitalization acceptable to the District or has taken a scheduled pre-approved day of PTO for hospitalization.

ARTICLE XIX - INSURANCE

- A. Eligibility for Insurance. Employees to be eligible for enrollment for insurance programs or benefits must work a minimum of fifteen (15) hours per week, as restricted for eligibility by the insurance carriers, and any employee who is concurrently working for another employer, where insurances are provided, shall not be eligible for insurance programs or benefits from the School District which are provided by another employer.

- B. Life. The Board shall provide at no cost to any Teacher paraprofessional with seniority a term life insurance policy in the face amount of:
 - 1. Full-time Employees \$10,000
 - 2. Part-time Employees \$ 5,000

- C. Health Insurance. The Employer shall pay the premiums as set forth herein to provide health insurance to regular, full-time seniority employees. Effective September 1, 2006, the current Blue Cross PPO Plan shall be changed to Community Blue I PPO with a \$10 generic/\$20 brand prescription dmg rider with MOPD 2-X and the PCCM, PCD Riders. Effective as soon as practicable after ratification of this Agreement, increase in-network deductible to \$250/\$500 and out-of-network deductible to \$375/\$750 with a \$20 Office Visit, including Chiropractic and a \$5 generic/\$30 brand prescription dmg rider.

For regular part-time seniority employees, who enroll in the District's health plan, the District shall pay one-half (1/2) the applicable Employer-required premiums.

The District may take any action in compliance with Michigan Public Act 152 of 2011, and payroll deductions are authorized for this purpose. In the event that Public Act 152 of 2011 is repealed, or declared unconstitutional or legally not effective by a court or administrative agency, employees taking health insurance through the School District shall make the following monthly contributions toward the cost of that health insurance: \$82.00 for single coverage, \$106.00 for two-person coverage, and \$130.00 for family coverage. All payroll deductions for health care costs will be prorated so as to be made over the period September to June.

Eligible employees may elect reimbursement in lieu of medical insurance as provided in Paragraph I below.

1. Reimbursement. All eligible employees must elect either coverage or reimbursement in lieu of coverage by the Friday following Labor Day of each year. Those employees electing reimbursement shall receive payment at the end of the school year if they have worked the full school year. The amount of reimbursement shall be:

- Full-time Employees \$400
- (2) Part-time Employees \$200

D. Dental. Coverage for dental benefits shall be comparable to that in effect July 1, 1982, providing eighty (100%) percent for routine dental treatment, fifty (50%) percent for major dental treatment and fifty (50%) percent for orthodontics with a One Thousand (\$1,000) Dollar calendar year maximum on routine and major treatment and One Thousand Five Hundred (\$1,500) Dollar lifetime maximum on orthodontics, each per member of the family. Said plan to cover the employee and dependents. Dependents to include spouse and all children to age twenty-one (21) and beyond age twenty-one (21) if meeting the eligibility requirements of the insurance carrier for a full-time student.

E. Vision.

BENEFIT	IN-NETWORK	OUT-OF-NETWORK
Examination Once Every 12 Months	Covered 100%	(Reimbursed Amounts) Up to \$55
Lenses Once Every 12 Months	Standard Glass or Plastic Covered 100%	Single Vision Up to \$73 Bi-Focal Up to \$84 Tri-Focal Up to \$100 Lenticular Up to \$124
Frame Once Every 12 Months	Covered Up to \$50 Retail Allowance (20% Discount Off Remaining Balance Over \$50 Allowance)	Up to \$50
Contact Lenses Once Every 12 Months	(In Lieu of Lenses/Frames)	(In Lieu of Lenses/Frames)
1. Elective	Covered up to \$100 Retail Allowance (15% Discount Conventional) or 10% Discount (Disposable) Off Remaining Balance Over \$110)	Up to \$110
2. Medically Necessary	Covered 100%	Up to 200

- F. Coverage and Benefits. Coverage and benefits under the above plans shall be effective at the beginning of month following attainment of seniority. Plans are subject to the terms and conditions contained in the contracts between the District and carrier/provider.

Except as otherwise provided under COBRA, the insurance coverages listed above shall be discontinued at the end of the month in case of layoff, unpaid leave (except otherwise as provided under FMLA leaves), or upon the employee's failure to return to work at the expiration of a FMLA leave and/or exhaustion of all paid leave. It is the responsibility of the employee to notify the Business Office of any change in his/her status with respect to eligibility for coverage, including dependent coverage.

ARTICLE XX - RETIREMENT

- A. The Board may adopt a mandatory retirement policy, which requires the retirement of employees at the minimum age permitted by law.
- B. Employees who retire with 25 years of service or more shall receive a \$750 stipend upon retiring.

ARTICLE XXI- WAGES

Employees will be compensated according to the following hourly wage rate.

- A. Part-time employees will start on step 3 of the wage schedule.

Crestwood School District						
Paraprofessional Wage Schedule						
	20-21	New Steps	Collapsed	21-22	22-23	23-24
1	\$11.82	1	\$13.32	\$13.45	\$13.65	\$13.86
1.5	\$12.11	2	\$13.67	\$13.81	\$14.01	\$14.22
2	\$12.38	3	\$14.02	\$14.16	\$14.37	\$14.59
2.5	\$12.61	4	\$14.37	\$14.51	\$14.73	\$14.95
3	\$12.85	5	\$14.72	\$14.87	\$15.09	\$15.32
3.5	\$13.08	6	\$15.07	\$15.22	\$15.45	\$15.68
4	\$13.32	7	\$15.42	\$15.57	\$15.81	\$16.04
4.5	\$13.56	8	\$15.77	\$15.93	\$16.17	\$16.41
5	\$13.79	9	\$16.12	\$16.28	\$16.53	\$16.77
5.5	\$13.98					
6	14.19					
6.5	14.41					
7	14.99					

- B. Longevity. Employees with eight (8) or more years' service will receive on their anniversary date of hire a payment equal to one week's wages at the prevailing rate of pay, such payment to be payable on the last pay date following the anniversary date of the calendar year.

All employees will remain at their current step and be paid at the wage determined by the 2021-2022 salary schedule for that step upon ratification of this agreement by both parties.

All employees at steps other than Step 9 on the Wage Schedule receive a full step on the salary Schedule at the commencement of the 2022-2023 school year.

All employees at steps other than Step 9 on the Wage Schedule receive a full step on the salary Schedule at the commencement of the 2023-2024 school year.

- C. Library. Paraprofessional. Library paraprofessional \$650.00 annual stipend payable in June. In the event the Library paraprofessional is not employed by the District at the commencement of the school year, this stipend shall be prorated based on his or her first date of employment.
- D. Paraprofessionals with the necessary credentials may substitute for an absent teacher whenever they voluntarily agree to do so. Paraprofessionals who substitute teach shall be paid their hourly rate plus an additional ten (\$10) dollars per hour for each hour worked in this capacity.

ARTICLE XXII - NON-DISCRIMINATION

The provisions of the Agreement and the wages, hours, terms, and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status or Union activities. Provided, however, an alleged violation of this Article shall not be processed in arbitration.

ARTICLE XXIII-DURATION OF AGREEMENT

This Agreement shall be effective on the date of Board ratification and shall continue in effect until June 30, 2024, and thereafter from year to year, unless either party requests at least sixty (60) days prior to June 30, 2024 to terminate the Agreement.

CRESTWOOD BOARD OF EDUCATION

CRESTWOOD FEDERATION OF
PARAPROFESSIONALS

By: _____

By: _____

Its: _____

Its: _____