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**AGREEMENT**

**BETWEEN**

**(SCHOOL DISTRICT) BOARD OF EDUCATION**

**AND**

**(SCHOOL DISTRICT) PARAPROFESSIONAL ORGANIZATION/MEA**

**ARTICLE 1: RECOGNITION**

- 1.1000 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Board of Education hereby recognizes the (School District) Paraprofessional Organization as a unit representing the following:
- 1.1100 Special Education Paraprofessionals
  - 1.1200 Title I Paraprofessionals
  - 1.1300 At-Risk Paraprofessionals
  - 1.1400 Head Start Paraprofessionals
  - 1.1500 M.D.E. Paraprofessionals
  - 1.1600 District Funded Paraprofessionals

**ARTICLE 2: LOCAL UNIT/ASSOCIATION RIGHTS**

- 2.1000 The (School District) Paraprofessional Organization may, upon application to the Director of Human Resources, be granted up to a total of forty (40) hours per annum without loss of pay to conduct business of (School District) Paraprofessional Organization).
- 2.2000 The Association shall be permitted to use school building facilities at any reasonable hours for Association meetings, except during regularly scheduled class hours, upon application to and approval of the appropriate building administrator. The members of the Association shall have the right to use school equipment, except for office machines reserved for personal use of the office staff, for official Association business provided such does not interfere with school operation of equipment. The Association will pay for the actual cost of materials incident to such use. The Association may also use the District's employee mailboxes for communications to its bargaining unit members.

- 2.3000 The Board agrees to make available to the Association, in response to reasonable requests, all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits; register of bargaining unit personnel; tentative budgetary requirements and allocations; agendas and minutes of all School Board meetings; treasurer's reports, census and membership data; names and addresses of all employees; salaries paid thereto; and such other information as will assist the Association in developing intelligent, accurate and informed and constructive programs on behalf of the employees.
- 2.4000 Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of duties, shall, as a condition of employment, pay as a service fee to the Association an amount equivalent to the dues uniformly required to be paid by members of the Association - including local, state, and national dues; provided, however, that the employee may authorize payroll deduction for such fee in the same manner as provided herein. In the event that an employee shall not pay such service fee directly to the Association or authorize payment through payroll deduction, as provided in this Agreement, the Employer shall, at the request of the Union, terminate the employment of such employee. The parties expressly recognize that the failure on the part of any employee to comply with the provisions of this Article, is just and reasonable cause for discharge. The procedure in all cases of discharge for violation of this Section (2.4000) shall be as follows:
- 2.4100 The Association shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance, shall provide ten (10) days for compliance, and shall further advise the employee that a request for discharge may be filed with the Employer in the event compliance is not effected.
- 2.4200 If the employee fails to comply, the Association may file charges, in writing, with the Employer and shall request termination of the employee's employment.
- 2.4300 The Employer, upon receipt of said charges and request for termination, shall immediately notify said employee that his/her services shall be discontinued at the end of ten (10) days. In the event of compliance at any time prior to discharge, charges shall be withdrawn.
- 2.5000 The Association will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs of prosecution or defense or any liability resulting from the prosecution or defense of any action claimed or otherwise to which the Board of Education may be liable by virtue of enforcing Section 2.4000 of this Article.
- 2.6000 At the time of his/her initial employment each employee shall be provided with a copy of the existing Master Agreement.

- 2.7000 Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to NEA PAC, MEA PAC, annuities, credit union, savings bonds, charitable donations or any other plans or programs jointly approved by the Association and the Employer.
- 2.8000 The authorized deduction of dues and service fees shall be made from a regular paycheck each month, September through June. The Employer agrees to promptly remit to the Association all monies so deducted.
- 2.9000 Duly authorized representatives of the State and National levels of the Association shall be permitted to transact official business pertaining to the (School District) Paraprofessional Organization on school property provided that this shall not interfere with nor interrupt normal school operations.

### **ARTICLE 3: PARAPROFESSIONAL RIGHTS**

- 3.1000 The provisions of this agreement and the wages, hours and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.
- 3.2000 The private and personal life of any paraprofessional is not within the appropriate concern or attention of the Board so long as it does not interfere with the job performance.
- 3.3000 Each member of the Association shall have the right to review, in the presence of an Administrator, the contents of his/her own personnel file and will be given a copy of any material to be placed therein at the cost of paper for reproduction with the exception of any confidential credentials or references from colleges or placement centers.
- 3.4000 Each bargaining unit member shall be provided with a copy of a job description that specifies as fully as possible the duties involved in his/her position. Should the paraprofessional be assigned to a new position, or if there is a change in the nature of their position as initiated by the Office of Human Resources, a revised job description will be provided.
- 3.5000 The employee shall be entitled to meet and discuss his/her schedule and/or working conditions with the following personnel being present: supervising teacher, building administrator or Director of Human Resources. The employee may request that the Unit President or a member of the Unit's Board of Directors as designated by the President be present.

### **ARTICLE 4: PROBATIONARY EMPLOYEES**

- 4.1000 An employee is a "Probationary Employee" for the first sixty (60) working days of employment. Periods of absence from work shall not be counted toward completion of the probationary period.
- 4.2000 There shall be no seniority rights for layoff, recall, discipline, or discharge for "Probationary Employees" and no such matters will be subject to the Grievance Procedure. Upon completion of the probationary period, the paraprofessional will acquire seniority from their date of hire.
- 4.3000 The (School District) Paraprofessional Organization shall represent probationary paraprofessionals for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment. The probationary paraprofessional shall have the same rights as other paraprofessionals except as modified in this Article.

## **ARTICLE 5: SENIORITY**

### 5.1000 SENIORITY

- 5.1100 Seniority shall be defined, for purposes of this Agreement, as the length of an employee's service within the district as a member of the bargaining unit. All employees who were members of the Association as of July 1, (Year) shall retain their existing seniority.
- 5.1200 An employee shall be terminated and lose his/her seniority for the following reasons:
  - 5.1210 He/She quits.
  - 5.1220 He/She is discharged and the discharge is not reversed through the Grievance Procedure.
  - 5.1230 He/She is absent for five (5) consecutive working days without notifying the employer and without a reasonable excuse. In proper cases, the employer shall make exceptions. After such absence, the employer will send written notifications to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.
  - 5.1240 If he/she does not return to work when recalled from layoff as set forth in the recall procedure.
  - 5.1250 He/She fails to return from a leave of absence at the designated time.

### 5.2000 NUMBER OF HOURS

- 5.2100 Commencing with contract, employees working an average of twenty (20) hours or more per week shall be considered full time and shall receive one (1) year seniority.
- 5.2200 Employees working less than an average of twenty (20) hours per week shall be considered half time and receive one-half (1/2) year seniority.
- 5.2300 Employees hired prior to February 1 of that school year and having been employed for a minimum of six (6) full months of continuous service shall receive a full year's credit as of July 1.

#### 5.3000 SENIORITY LIST

- 5.3100 No later than sixty (60) days following the ratification of this Agreement, and by every October 30 thereafter, a seniority list will be prepared by the Office of Human Resources in consultation with (School District) Paraprofessional Organization. The Office of Human Resources will provide an updated seniority list to the Association during the months of January and April of each school year. In each case sufficient copies will be provided for the Executive Board. The Office of Human Resources shall inform the President of (School District) Paraprofessional Organization of all new hires.

#### 5.4000 PLACEMENT ON SENIORITY LIST

- 5.4100 For persons hired by the school district who have the same date of hire, the following method for determining the order of placement on the seniority list shall be applicable:
- 5.4110 Affected employees will be placed on the seniority list in an order to be determined by the last two (2) digits of their social security number.
- 5.4120 The employee having the highest two (2) digit number shall be placed on the seniority list first. The employee having the next highest two (2) digit number shall be placed on the seniority list next and so on. For example:
- Three (3) new employees (X, Y, and Z) are hired on September 10, (Year).
  - X has a social security number of 382-48-6511.
  - Y has a social security number of 383-46-6231.
  - Z has a social security number of 380-41-5927.
  - Y would be placed first on the seniority list.
  - Z would be placed second on the seniority list.
  - X would be placed third on the seniority list.

- 5.4130 Each employee placed in this manner would maintain this placement on the seniority list unless some circumstances arose pursuant to the Master Agreement that would change his/her placement.

#### **ARTICLE 6: LAYOFF AND RECALL**

- 6.1000 In the event of a layoff the Board shall, as soon as possible after the number of bargaining unit members to be laid off has been determined, provide the officers of the (School District) Paraprofessional Organization with a written list of those bargaining unit employees to be affected, for their review. A meeting will be scheduled at a mutually agreeable time and place to discuss such layoff.
- 6.2000 When there is to be a decrease in the work force due to school shutdown, reduction in personnel, etc., the following will occur:
- 6.2100 Employees in the (School District) Paraprofessional Organization will be laid off and recalled in the following order:
- 6.2110 Probationary employees within the affected unit will be laid off first on a district-wide basis, provided the remaining seniority employees in the unit can perform the available work.
- 6.2120 Seniority employees in the affected unit will be laid off on a district-wide basis according to date of hire and seniority within the unit, provided the remaining employees in the unit can perform the available work. Laid off employees will be recalled in reverse order.
- 6.2130 The Board will give twenty (20) work days notice of layoff to any paraprofessional affected except when circumstances limit advance knowledge to less than twenty (20) work days, in which event notice will be given as early as possible.
- 6.2200 When an employee is removed from a position as a result of reduction in personnel, he/she shall be allowed to apply via seniority for available positions created by the layoff of staff, said positions to be determined by the employer.
- 6.2300 Employees will be recalled as provided in this Article. Notice of recall, via certified mail, shall be sent to the employee at his/her last known address. If an employee fails to report for work within ten (10) days from date of mailing of the notice of recall, unless an extension is granted in writing by the employer, he/she shall be considered a voluntary quit.
- 6.2400 Employees recalled to work following layoff within the period set forth in Section 6.2300 of this Article shall be credited with any unused sick leave earned and accumulated (if applicable) as of the time of the layoff.

- 6.2500 Bargaining unit employees recalled to full time work for which they are qualified shall be obligated to accept said work. Failure to do so will be considered a voluntary quit. However, if the position that the employee is being recalled to is not comparable, in terms of hours, to what the employee had before he/she was laid off, he/she shall not be obligated to accept the position. Refusal of a position that is not comparable will not jeopardize an employee's position on the recall list, nor his/her rights to recall.
- 6.2600 Right of recall shall be limited to the member's seniority within the unit, not to exceed five (5) years.

#### **ARTICLE 7: TRANSFERS**

- 7.1000 Employees may be involuntarily transferred. Involuntary transfers shall be governed by seniority and qualification and will be made only in case of emergency, as determined by the Board of Education, or to prevent undue disruption of the instructional program. The Superintendent or his/her designee shall notify the affected administrator and the Unit's president of the reasons for such transfers.

#### **ARTICLE 8: VACANCY/JOB POSTING**

- 8.1000 VACANCY
- 8.1100 A vacancy is an unoccupied position that the administration has determined to fill.
- 8.1200 Vacant bargaining unit positions may be filled on a temporary basis to avoid undue disruption to the program. Positions filled on this basis will be posted according to Section 8.3000 of this Article.
- 8.1300 Overload positions are temporary assignments established after the Fall Student Count. Overload positions may be eliminated within 20 working days of the time class enrollment drops to the teachers' contractual limit. At the beginning of each school year any paraprofessional who held an overload position in the previous school year will be given the option of transferring to an open position or remaining as an overload paraprofessional for the current school year. This option must be exercised at the annual job draw.
- 8.1400 Each fall paraprofessionals placed in an overload position due to program cutbacks will have the option of transferring to the position of the least senior bargaining unit member as dictated by their seniority or remaining as an overload paraprofessional for the fall.

8.1500 If the member chooses to remain as an overload paraprofessional, the member will be given no preference for positions that become vacant after school reopens, except through seniority.

## 8.2000 DISPLACED PARAPROFESSIONALS

8.2100 Paraprofessionals displaced at the end of the school year will each be invited to attend a meeting with the Director of Human Resources or his/her designee, to be held on the first Monday in August. Each paraprofessional will be scheduled in order of seniority. The Union will be allowed representation at the meeting. At the meeting, the paraprofessional will be provided with job descriptions for all available vacancies. The paraprofessional will then be allowed to select an available vacancy for which he/she is qualified or has had previous successful experience.

8.2200 Vacancies remaining after displaced paraprofessionals have been placed will be posted in accordance with Section 8.3000 of this Article. A copy of the posting will be made available to the President of (School District) Paraprofessional Organization within two (2) working days of the assignment meetings outlined above.

8.2300 The parties shall meet by November 1, (Year), to review the process outlined above and make any necessary adjustments.

## 8.3000 JOB POSTING

8.3100 Job vacancies will be posted for a period of five (5) working days in a conspicuous place in each building, setting forth the minimum requirements for the job. Employees interested shall apply in writing to the Office of Human Resources within the five (5) working day period. If an employee is selected, he/she shall be notified in writing within five (5) working days after the selection is made.

8.3200 Vacant positions that are posted will first be offered to bargaining unit members who previously held the position and were involuntarily transferred due to program cuts. If more than one member is eligible, seniority will prevail.

8.3300 If the position remains unfilled, it will become available to the remaining bargaining unit members based on seniority and qualifications. New employees will not be hired to fill any vacant positions for which laid-off employees may be recalled.

8.3400 An employee will be awarded the position for the remainder of the school year in which the position is awarded. This time will be considered a trial period to determine: 1) his/her desire to remain on the job; and 2) his/her

ability to perform the job during this trial period. Following the trial period, if the employee wishes reassignment, the employee may request their rights as defined in Article 7 (Transfers). During the trial period, the employer reserves the right to reassign the employee to an open position. An employee in an overload position may only request a transfer to an overload or open position in the school year, during the trial period.

- 8.3500 If an employee is reassigned to an open position by the employer because of unsatisfactory performance, he/she shall have the right to discuss the matter with his/her administrator; and upon his/her written request he/she will be given written reason for the action. The matter then becomes a proper subject for a written grievance as in the Grievance Procedure.

### **ARTICLE 9: EVALUATION PRACTICES**

- 9.1000 All newly hired paraprofessionals will be evaluated at the end of their first thirty (30) calendar days of employment and prior to the end of the probationary period (sixty (60) working days). After the probationary evaluation, further evaluations will be completed annually by the building administrator with input from the teacher of the program to which the paraprofessional is assigned. Each evaluation shall be preceded by at least one (1) observation of the employee; said observation to be not less than thirty (30) consecutive minutes in duration. The evaluations will be reviewed, approved and signed by the director of the program. All annual evaluations will be completed by May 31. All evaluations shall be recorded on a standard form mutually agreed upon between the Association and the Board. Paraprofessionals who change positions during their probationary period shall not be required to start a new probationary period.
- 9.2000 A paraprofessional transferred to an assignment in a program other than that in which he/she had previously been assigned will be evaluated thirty (30) calendar and sixty (60) working days following reassignment and at the time of the annual evaluation. If the reassignment takes place after the beginning of the second semester of school, the paraprofessional will still be evaluated at thirty (30) calendar and sixty (60) working day intervals unless either time coincides with the annual evaluation date.
- 9.3000 All evaluations will be typed. A copy will be provided the paraprofessional, the supervising teacher, principal and director. All copies should be signed by the paraprofessional and the administrator evaluating the paraprofessional. The appearance of the employee's signature shall not necessarily indicate agreement with the contents of the evaluation; rather only that the employee has had an opportunity to see the document.

### **ARTICLE 10: FRINGE BENEFITS**

- 10.1000 Upon completion of two (2) years of continuous service to the district as a member of (School District) Paraprofessional Organization, employees shall be eligible for the following fringe benefits unless otherwise stated (See Schedule B).

## 10.1100 SICK LEAVE

- 10.1110 One (1) sick leave day per month for employees working an average of twenty (20) hours per week or more. Employees will be granted five (5) of his/her ten (10) allotted sick days at the beginning of the first and second semester. For full year employees receiving twelve (12) sick days, six (6) would be granted the start of each semester. There is no waiting period for this sick leave benefit.
- 10.1120 Upon termination of the employee, any advanced sick days used that the employee has not "earned" will be deducted from his/her final paycheck.
- 10.1130 Perfect Attendance Bonus - Paraprofessional employees working twenty (20) hours per week or more will receive a bonus at the end of each semester that the employee has a perfect attendance record in the amount of (Dollar Amount).
- 10.1140 Emergency leave can be arranged as needed from the sick leave allocation.
- 10.1150 Paraprofessionals may accumulate sick leave up to seventy-five (75) days.
- 10.1160 Upon termination of employment for any reason except just cause, the employee will be paid at his/her regular hourly rate for those accumulated unused sick days up to a maximum of twenty (20) days.

## 10.1200 PAID HOLIDAYS

- 10.1210 Employees hired after July 1, (Year), who work an average of twenty (20) hours per week or more, shall be entitled to the following paid holiday benefits:
- 10.1220 Upon being hired for the second year of continuous service as a member of the (School District) Paraprofessional Organization, the employee will receive Thanksgiving Day, Christmas Day, and Good Friday.
- 10.1230 Upon being hired for the fourth year of continuous service as a member of the (School District) Paraprofessional Organization, an employee shall receive the day before Christmas and New Year's Day as additional paid holidays.
- 10.1240 An employee, upon being hired for the sixth year of continuous service as a member of the (School District) Paraprofessional Organization, will receive the full number of paid holidays as listed below:
- Labor Day
  - Thanksgiving Day
  - Friday after Thanksgiving
  - Day before Christmas
  - Christmas Day
  - Day after Christmas
  - Day before New Year's Day
  - New Year's Day
  - Martin Luther King Day
  - Good Friday
  - Memorial Day
  - Fourth of July (if 12 month employee)
  - The Second Day of Spring Vacation (Tuesday)
- 10.1250 All bargaining unit members will be paid for Martin Luther King Day and the first Monday of Spring Vacation regardless of their length of service.

## 10.1300 TERM LIFE INSURANCE

- 10.1310 Provided (Dollar Amount) of term life insurance on a twelve (12) month basis for all employees working twenty (20) or more hours per week and (Dollar Amount) term life insurance for employees

working 10 to 19 hours per week, also on a twelve (12) month basis. There is no waiting period for this benefit.

#### 10.1400 HEALTH CARE

10.1410 The employer shall contribute (Dollar Amount) per month of the single subscriber health premium to all paraprofessionals working twenty (20) hours or more per week and electing health coverage. The employer retains the right to terminate the coverage should the employee fail to comply with the payment schedule. All coverage is subject to the rules, limitations, regulations, and requirements of the insurance carrier.

10.1420 Paraprofessionals working twenty (20) hours per week or more, who wish to carry two-party or full-family health care coverage will be allowed to buy into the existing coverage at the same group rate as is paid by the school district with no waiting period necessary unless mandated by the carrier. Premium payments must be maintained as described for the single subscriber coverage.

#### 10.1430 ANNUITY

10.1431 Bargaining unit members who are eligible for the health coverage contribution of (Dollar Amount) per month but elect not to access health benefits shall receive an employer-paid annual monthly annuity in the amount of (Dollar Amount) per month.

#### 10.1500 "ACT OF GOD" DAYS

10.1510 Paraprofessionals shall be granted "Act of God" days as any other (School District) employee with no waiting period before such days take effect.

## 10.1600 LONGEVITY PAY

10.1610 A paraprofessional shall receive a lump sum longevity payment on or before July 1 following completion of years of service as follows:

- after 10 years of service (Dollar Amount)
- after 15 years of service (Dollar Amount)
- after 20 years of service (Dollar Amount)
- after 25 years of service (Dollar Amount)
- after 30 years of service (Dollar Amount)
- after 35 years of service (Dollar Amount)
- after 40 years of service (Dollar Amount)

10.1620 A year of service shall be defined as a school year during which the paraprofessional has worked on at least 80% of scheduled workdays.

## ARTICLE 11: SICK DAYS

### 11.1000 NUMBER OF HOURS DETERMINING SICK DAYS

11.1100 Five (5) hours or more on a regular basis shall constitute a workday for full time employees. Less than five (5) hours shall constitute a workday for part time employees for sick day purposes. Employees working less than twenty (20) hours per week will receive benefits on a prorated scale.

### 11.2000 USAGE OF SICK DAYS

11.2100 Sick days are provided as an insurance of regular pay during periods of illness when in the employ of the District and may be used for:

11.2110 Incapacity to report for and discharge duties.

11.2120 Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Immediate family shall be defined as spouse, child, mother, father or sibling. Time beyond two (2) days is subject to administrative review and determination.

11.2130 Emergency or visits to a clinic that cannot be scheduled after the regular workday.

11.2200 A part of a half day (1/2) can be used for such things as doctor or dentist appointments, but must have prior approval from the Building Principal where applicable or the Program Director when not assigned to an elementary or

secondary building. However, if you are to be paid for this missed time, it must be made up within five (5) working days.

#### 11.3000 FUNERAL DAYS

11.3100 Each paraprofessional will be granted five (5) days funeral leave. These days are to be deducted from the individual's sick bank.

11.3200 If upon the death of a member of the immediate family only, and if the employee's sick bank is exhausted, the employee may, on request to the Director of Human Resources, receive up to three (3) additional paid days for this purpose.

#### **ARTICLE 12: PERSONAL BUSINESS DAYS**

12.1000 Full time paraprofessionals shall be allowed up to three (3) days per year for absences of a personal nature. These days must receive prior approval by the supervising administrator. Business days shall be deducted from the employee's sick bank. During the course of the year, extenuating circumstances may require additional personal days. These additional days may be granted, subject to the approval of the Superintendent. These additional days shall also be deducted from the employee's sick bank.

#### **ARTICLE 13: TUITION REIMBURSEMENT**

13.1000 The Board will reimburse regular, non-probationary employees working twenty (20) hours or more per week one-half (1/2) the cost for tuition and books for college or vocational courses subject to the following terms and conditions:

13.1100 Approval for such course/s must be requested from the Director of Human Resources in writing at least two (2) weeks prior to the start of the course/s.

13.1200 Only course/s that are clearly related to the employee's area of responsibility or other area within the paraprofessional bargaining unit and which are of a direct, measurable benefit to the school district shall be approved.

13.1300 No more than six (6) hours per fiscal year shall be approved for any one employee.

13.1400 Reimbursement shall be limited to no more than (Dollar Amount) per credit hour and (Dollar Amount) per credit hour for books not to exceed (Dollar Amount) per year.

13.1500 The aforementioned reimbursement will be in the form of a loan to the employee.

13.1600 The loan will be excused at the rate of twenty-five percent (25%) per year.

- 13.1700 If the employee terminates his/her employment with the school district before working four (4) years from the date of the loan, the amount outstanding shall become immediately due and payable. The employee will sign an agreement to this affect.
- 13.1800 In addition, an employee will not be eligible for the tuition and books reimbursement if he/she is receiving reimbursement from any other governmental source.
- 13.1900 Reimbursement shall be made at the conclusion of the course/s upon proof of successful completion of the course/s made to the Office of Human Resources.

#### **ARTICLE 14: LEAVES OF ABSENCE**

##### **14.1000 LEAVE OF ABSENCE**

- 14.1100 An employee may be granted a leave of absence without pay upon written application to the Director of Human Resources and approval by the Board of Education. An application form will be provided by the employer upon request.
- 14.1200 In non-emergency situations, requests shall be made to the Office of Human Resources at least twenty (20) working days in advance of the effective date of the leave. Unpaid leaves may be granted by the Board for the following reasons:
- 14.1210 Illness or injury - personal or members of the immediate family when sick leave is used up.
- 14.1220 Maternity/Child Care.
- 14.1230 Military Service.
- 14.1240 Union Leave for elected Union positions.
- 14.1250 Educational Leave
- 14.1300 The maximum leave of absence granted shall not exceed twelve (12) calendar months except for Union leave which may be approved for up to two (2) years with the option to request renewal for an additional two (2) years.
- 14.1400 When all Personal Business leave time has been exhausted, the following leaves may be approved by the Director of Human Resources upon written

application with appropriate documentation at least ten (10) working days in advance of the effective date of the leave.

14.1500 No more than fifteen (15) days may be approved through this procedure. If more than fifteen (15) days are requested, then the request shall require formal Board approval per Section 14.1100 of this Article.

14.1510 Settlement of an estate.

14.1520 Wedding (involving the employee).

14.1530 Required court appearance.

14.1540 Union conferences/seminars.

#### 14.2000 TIME LIMIT FOR RETURN TO WORK AFTER TAKING LEAVE OF ABSENCE

14.2100 An employee returns to work under the following conditions:

14.2110 Illness including pregnancy related disabilities: the following day after physician has certified that the employee is able to work.

14.2120 Maternity/Child Care (non-medical): the first day following the termination of the approved leave of absence.

14.2130 Military: sixty (60) calendar days after discharge.

14.2140 Union Leave: two (2) weeks after last day of service.

14.2150 Educational Leave: seven (7) calendar days after the end of the semester.

#### 14.2200 PHYSICAL EXAMINATION BEFORE RETURNING TO WORK

14.2210 The Board shall have the right to request a physical/mental examination by a physician of the Board's choosing before the paraprofessional returns to work. If the Board requests the physical, the Board agrees to pay the fee.

14.3000 JOB SECURITY DURING LEAVE OF ABSENCE

14.3100 MILITARY SERVICE

14.3110 Exceptions to general provisions are as follows:

14.3111 Upon termination of Military Service for any employee who enters into active service in the armed forces of the United States, the (School District) School Board agrees to abide by the reemployment rights as provided in the Selective Service Act as it now is in effect or may be amended.

14.3112 Time spent on military leave shall count toward seniority upon return to the job.

14.3200 An employee who is unable to work because of personal illness or injury including pregnancy related disabilities and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or injury, up to one year, and the leave may be renewed each year upon written request by the employee. Failure to request a renewal of the above leave prior to its termination shall be deemed a resignation by the employee.

14.3300 When a full-time employee returns to duty within one (1) year from an extended illness, and if no position in his/her classification is open for such returning employee, the least senior employee in this classification shall be put into the lay-off procedure.

14.3400 JURY DUTY

14.3410 The Board of Education agrees to pay an employee, who is called upon to perform jury duty, the difference between what he/she receives as a juror and his/her wages from the school system.

14.3500 RESERVE DUTY

14.3510 Employees who are in some branch of the Armed Forces or the National Guard shall be paid the difference between their reserve pay and their regular pay with the School Board for a maximum of two (2) weeks per year, provided proof of service and pay is submitted.

#### 14.4000 SENIORITY WHILE ON EXTENDED UNPAID LEAVE

- 14.4100 A ten (10) day grace period will be provided beginning with the date sick days are exhausted before the employee's seniority date will be adjusted to reflect the absence. The adjustment will occur beginning the eleventh (11th) consecutive day and reflect the total period of unpaid leave from that date forward. Paraprofessionals returning from an unpaid leave shall retain the seniority and benefits accrued prior to the date they began their unpaid leave. Individuals on an approved worker's compensation leave shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.
- 14.4200 If a paraprofessional has prior knowledge of an impending medical leave, it is expected that medical verification will be submitted to his/her immediate supervisor in a timely fashion with application for an unpaid leave processed as described in Section 14.1100 of this Article.
- 14.4300 Should the paraprofessional exhaust his/her accrued sick leave and reach the eleventh (11th) consecutive unpaid day, because of an unexpected illness, the individual will provide his/her immediate supervisor with medical verification that will include an expected date of return. This statement will be submitted within five (5) working days of the eleventh (11th) day.

#### **ARTICLE 15: WORKER'S COMPENSATION**

- 15.1000 All accidents shall be reported to the administration in a timely fashion. If an employee becomes injured on the job during working hours and needs immediate medical attention, it shall be the administration's responsibility to meet the requirements of the Worker's Compensation Act and to arrange for the individual to be transported to a doctor's office or hospital where proper medical attention can be received.
- 15.2000 An employee absent for reasons covered in this Article shall continue to accrue seniority for the duration of his/her illness or injury up to one (1) year.
- 15.3000 The employee, at their option, may use accrued sick leave to supplement the worker's compensation payment in order to continue to receive their regular salary.

#### **ARTICLE 16: MILEAGE**

- 16.1000 Paraprofessionals required, in the course of their work, to drive personal automobiles from one location to another shall receive a car allowance equivalent to the reimbursable rate per mile established by the I.R.S. The same allowance shall be given for use of personal cars for other approved business of the District.

## **ARTICLE 17: COMPENSATION FOR ADDITIONAL HOURS WORKED**

- 17.1000 Subject to administrative approval, (School District) Paraprofessional Organization paraprofessionals working additional hours shall be compensated with either compensatory time or monetary reimbursement as mutually agreed to between the employee and his/her immediate administrative supervisor.
- 17.2000 Paraprofessionals working during the extended-year portion of a District program shall be compensated at their regular rate of pay.

## **ARTICLE 18: WORKSHOPS**

### **18.1000 WORKSHOP FEES**

18.1100 The employer agrees to pay any fees for paraprofessionals directed to attend workshops, educational conferences, or inservice sessions when connected with their job responsibilities or performance. Payment of fees is contingent upon prior approval by the building administrator with authorization from the Superintendent or his/her designee.

### **18.2000 WORKSHOPS NOT HELD DURING SCHOOLS HOURS**

18.2100 The employer shall be required to pay registration fees and the paraprofessional's regular hourly rate of pay for any workshop, conference, or inservice not held during normal working hours but pertaining to a paraprofessional's duties, provided the paraprofessional's attendance at said workshop has been approved by the Superintendent or his/her designee.

### **18.3000 INSERVICE TRAINING**

18.3100 An orientation inservice will be held by the appropriate director for all newly hired or established paraprofessionals assigned to new positions within ten (10) working days of their hire or reassignment date. If said employees are hired between May 15 and September 15, the orientation will occur prior to the opening of school.

18.3200 A paraprofessional staff development inservice will be held each year with input provided through the unit.

## **ARTICLE 19: RECEIPT OF PAYCHECKS**

- 19.1000 Paychecks will be received in the building where the paraprofessional works.
- 19.2000 Each paraprofessional shall elect once each year when requested by the administration one of the following pay options with respect to payment of his/her annual contracted salary:

19.2100 twenty-one (21) equal bi-weekly pays; or

19.2200 twenty-six (26) equal bi-weekly pays.

#### **ARTICLE 20: TRAVEL TIME**

20.1000 Employee will be paid for travel time between assignments.

#### **ARTICLE 21: GRIEVANCE PROCEDURE**

21.1000 A claim by an employee, group of employees, or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, shall be deemed a grievance under this Article and will be subject to the grievance procedure hereinafter provided.

21.2000 The time limits specified hereinafter for movement of grievances through the process shall be strictly adhered to and may be altered or extended only by mutual consent of the parties in writing. In the event that the Association fails to appeal a grievance or grievance answer within the particular time limit, the involved grievance shall be deemed to be abandoned and settled on the basis of the employer's last answer. In the event that the employer shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal to the next step with the time limit for exercising said appeal commencing with the expiration date of the employer's grace period for answering.

21.3000 All specified time limits herein shall consist only of work days within that group classification except that grievances filed by ten (10) month employees will continue to be moved through the grievance procedure during the summer months.

21.4000 Each grievance must be initiated within five (5) working days of the occurrence of the cause for complaint or, if neither the aggrieved nor the Association had knowledge of said occurrence at the time of its happening, then within five (5) days after the Association or the aggrieved becomes aware of the cause for complaint. An Association representative may be present at any step of the grievance procedure. The parties may mutually agree to allow the grievance to be instituted at a higher step than normal.

21.5000 Any employee having a grievance under the terms of this Agreement has an obligation to notify his/her immediate supervisor of the problem and he/she will also notify his/her representative.

21.6000 STEPS OF THE GRIEVANCE PROCEDURE

21.6100 STEP 1

21.6110 Should a dispute arise, the employee involved and the grievance chair representative (hereinafter termed representative) shall meet with the principal under whose authority such dispute arose in an effort to settle the dispute. This meeting is to take place as soon as possible but in no case later than five (5) working days.

#### 21.6200 STEP 2

21.6210 If the dispute is not settled in the meeting at Step 1, the representative shall, within three (3) working days, cause to have the dispute reduced to writing in the form of a grievance, using the approved grievance form, which shall be presented to the employee's principal by the representative. Written grievances as required herein shall contain the following:

21.6211 It shall be signed by the grievant or grievants and the representative. If the grievance is filed by the Association, it shall be signed by the President or his/her designee.

21.6212 It shall state the specific Section or Subsection of the contract alleged to be violated.

21.6213 It shall state the action of the employer giving rise to the alleged violation to the best of the employee's knowledge.

21.6214 It shall contain the date of the alleged violation to the best of the aggrieved employee's knowledge.

21.6215 It shall specify the relief requested.

21.6220 The principal/director shall, within five (5) working days from the date and the time of receiving such written grievance, issue in writing to the representative and grievant his/her answer and decision on the grievance filed.

#### 21.6300 STEP 3

21.6310 If the grievance is not settled at Step 2, the representative shall cause to have forwarded, within three (3) working days, such grievance in writing to the Director of Human Resources. The Director shall, within five (5) working days arrange for a meeting with the representative and the employee involved, in an effort to settle the grievance.

21.6320 The Director of Human Resources shall render a written answer on the subject to the representative within five (5) days after the occurrence of the Step 3 meeting.

21.6400 STEP 4

21.6410 If the grievance is not settled at Step 3, the representative shall cause to have forwarded, within (3) working days, such grievance in writing to the Office of the Superintendent of Schools. The Superintendent or his/her designated representative shall, within ten (10) working days, arrange for a meeting with the representative and employee in an effort to settle the grievance.

21.6420 The Superintendent or his/her designated representative shall render a written answer on the grievance to the representative and employee within ten (10) working days after the occurrence of the Step 4 meeting.

21.6500 STEP 5

21.6510 In the event the Association is not satisfied with the disposition of the grievance at Step 4, and it shall involve an alleged violation of a specific Article and Section of this Agreement, it shall within ten (10) working days after the decision is reached at Step 4, notify the employer in writing, through the Superintendent, of its intent to arbitrate. Failure to so notify within said period shall be deemed an abandonment of the grievance. Within twenty (20) working days after the above notification, the Association must file its appeal with the Superintendent of Schools. Failure to file within the twenty (20) working day period shall be deemed an abandonment of the grievance.

21.6520 The arbitrator so selected will confer with the parties, hold hearings promptly, and will issue his/her decision as soon as possible from the date of the close of the hearing. The arbitrator's decision shall be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. Powers of the arbitrator are subject to the following:

21.6521 The arbitrator shall have no power to alter, modify, add to, or subtract from the provision of this Agreement.

21.6522 His/Her authority shall be limited to deciding whether a specific Article and Section of the Agreement has been violated and subject to, in all cases, the rights, responsibilities and authority of the Board under the

Michigan General School Laws or any other National, State, County, District or Local laws unless such rights have been specifically altered by this contract.

- 21.6523 He/She shall have no power to establish salary scales or to change any salary rate.
- 21.6524 He/She shall have no power to change any practice, policy or rule of the Board nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule or any action taken by the Board unless specifically altered by the express terms of this Agreement.
- 21.6525 He/She shall have no power to interpret State or Federal law.
- 21.6526 If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator may hear the entire case but must specifically rule as to the arbitrability of the grievance in his/her formal opinion and shall not be able to act on the merits of the case if the issue is not arbitrable under this contract. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 21.6527 Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
- 21.6528 Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, shall the settlement be earlier than thirty (30) days prior to the date on which the grievance is filed.
- 21.6530 The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall, subject to judicial review, be final and binding on both parties.
- 21.6540 The arbitrator's fee and expense shall be divided equally between both parties. Each party shall bear its own expenses in connection with any other costs.

## **ARTICLE 22: NO STRIKE CLAUSE**

22.1000 The unit agrees that no work stoppage will be condoned, authorized, or undertaken by its members within the life of the contract and that any member or members engaging in any concerted work stoppage authorized or unauthorized by the (School District) Paraprofessional Organization in the (School District) will be subject to discipline up to and including discharge.

## **ARTICLE 23: DISCIPLINARY PROCEDURES**

23.1000 Dismissal and/or any other disciplinary action with respect to bargaining unit members shall be only for reasonable and just cause with employees having the right to defend themselves against any and all charges.

23.2000 Progressive discipline will be followed except in cases which warrant immediate dismissal/ suspension (acts of a serious nature; i.e., violation of state licensing policy, sexual harassment, etc.).

23.3000 The following steps shall be considered as progressive discipline:

23.3100 Verbal warning.

23.3200 Written warning that is added to personnel file. The employee will have the opportunity to respond in writing to the warning.

23.3300 Letter of Reprimand that is added to personnel file. The employee will have the opportunity to respond in writing to the reprimand.

23.3400 Suspension without pay that is added to personnel file.

23.3500 Dismissal.

23.4000 Any employee may be disciplined pending investigation. The employee shall have the right to appeal such action under the grievance procedure by instituting the grievance at the proper step.

23.5000 Management shall notify the employee of the action taken and the reasons for such action in writing. The Unit president will be notified that a disciplinary action has taken place.

23.6000 The disciplined employee will be allowed to request a review and discussion meeting with the appropriate administrator and may request that the Unit president or a member of the Unit's executive board as designated by the president be present.

## ARTICLE 24: WORKING CONDITIONS

### 24.1000 LUNCH

24.1100 Employees shall have a duty-free lunch period to be taken at the same time as the students in the classroom to which the employee is assigned or during the regularly scheduled lunch period of the instructional staff. The time of the employee's lunch period and its duration shall be determined by the director of the program to which the employee is assigned with a minimum time allowed of thirty (30) minutes. In extreme emergencies the building administrator may request that the employee be assigned duties not directly related to the regularly designated classroom and/or program.

### 24.2000 DUTIES

24.2100 The employee's duties shall include all those related to the given classroom and/or program to which the employee is assigned. In extreme emergencies the building administrator may request that the employee be assigned duties not directly related to the regularly designated classroom and/or program. Should these additional duties be assigned for more than three (3) consecutive days, the affected employee shall be granted an immediate hearing as outlined in Section 3.5000 of this Agreement.

24.2200 If substituting in a certified teacher's position and said substitution interferes with the employee's regularly scheduled day, the employee shall receive reimbursement for such time at his/her regular hourly rate plus an additional premium of (Dollar Amount) per hour.

24.2300 A Head Start support paraprofessional who is assigned to substitute for a Head Start lead teacher paraprofessional will be paid at his/her regular hourly rate of pay, plus an additional (Dollar Amount) per half day.

24.2400 The provisions of this Section (24.2000) will be reviewed at the end of each school year and may be changed upon mutual agreement of both parties.

### 24.3000 RELIEF PERIODS

24.3100 All employees who work a normal workday (six hours) shall be entitled to two (2) relief periods of fifteen (15) minutes duration per day. Employees working less than the normal work day shall be entitled to at least one (1) fifteen (15) minute period per day.

24.3200 An attempt will be made to schedule the period at a mutually agreeable time that is midway through each half day of work.

24.4000 CALENDAR

24.4100 Scheduled workdays for paraprofessionals shall be the same as teachers.

24.4200 Each school year, all paraprofessionals shall attend:

24.4210 A blood-borne pathogens training session (additional 1 hour required);

24.4220 Open House (additional 3 hours required); and

24.4230 The Welcome Back Breakfast (additional one-half hour required).

24.5000 WORK DAY

24.5100 The standard workday for paraprofessionals shall be six and one-half (6.5) hours. Management reserves the right to post positions with alternative work schedules (i.e., alternative numbers of days and/or hours).

**ARTICLE 25: SPRING/SUMMER TEMPORARY EMPLOYMENT**

25.1000 When bargaining unit work is available during the spring or summer, those paraprofessionals regularly assigned to the class or program shall be continued in the position. If there is additional work or if the regular employee does not wish to work, bargaining unit members will be notified in writing of the available work.

25.2000 If no bargaining unit member wishes to work, or is qualified to fill the assignment, temporary help may be hired.

**ARTICLE 26: DURATION OF AGREEMENT**

26.1000 TERMINATION CLAUSE

26.1100 This contract shall be in full force and effect from July 1, (Year) through June 30, (Year) and shall continue in full force and effect unless written notice of desire to cancel or terminate such contract is served by the School Board or the (School District) Paraprofessional Organization upon the other at least sixty (60) days prior to the date of expiration.

26.1200 It is further provided that where no such cancellation or termination notice is served and the School Board or the (School District) Paraprofessional Organization desire to continue such Work Policy, but also desire to negotiate changes or revisions in this contract, either may serve upon the other a notice at least sixty (60) days prior to June 30, (Year) or June 30 of any subsequent contract years advising that such contract is to be continued but that

negotiations are requested to change specified terms or conditions of such agreement.

#### 26.2000 RETROACTIVITY

26.2100 Wages, insurance and annuity benefits shall be retroactive to the beginning of the duration of this agreement.

**SCHEDULE A  
PARAPROFESSIONAL WAGES**

		Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7
High School Graduate	1997-98	7.26	7.74	8.26	8.79	9.62	10.49	11.32
	1998-99 (hourly)	7.41	7.89	8.43	8.97	9.81	10.70	11.55
	1998-99 (salary)	9,185	9,934	10,613	11,410	12,478	14,028	15,142
Child Development Associate	1997-98	7.52	8.05	8.57	9.11	9.95	10.80	11.62
	1998-99 (hourly)	7.67	8.21	8.74	9.29	10.15	11.02	11.85
	1998-99 (salary)	9,507	10,336	11,004	11,817	12,911	14,447	15,535
Associate of Arts	1997-98	7.79	8.35	8.88	9.43	10.27	11.12	11.93
	1998-99 (hourly)	7.95	8.52	9.06	9.62	10.48	11.34	12.17
	1998-99 (salary)	9,854	10,727	11,407	12,237	13,331	14,867	15,955
Bachelor's Degree	1997-98	8.37	8.93	9.53	10.03	10.92	11.73	12.60
	1998-99 (hourly)	8.54	9.11	9.72	10.23	11.14	11.96	12.85
	1998-99 (salary)	10,585	11,469	12,237	13,013	14,170	15,680	16,846
Six Year Master's Degree	1997-98	8.54	9.12	9.77	10.27	11.12	11.93	12.79
	1998-99 (hourly)	8.71	9.30	9.97	10.48	11.34	12.17	13.05
	1998-99 (salary)	10,796	11,709	12,552	13,331	14,424	15,955	17,109

**SCHEDULE B  
PAID HOLIDAYS/BENEFITS  
REFERENCE CHART**

<b>Paid Holidays</b>	<b>Year of Employment</b>					
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>
Labor Day						X
Thanksgiving		X	X	X	X	X
Friday After Thanksgiving						X
Day Before Christmas				X	X	X
Christmas		X	X	X	X	X
Day After Christmas						X
Day Before New Year's Day						X
New Year's Day				X	X	X
Martin Luther King Day	X	X	X	X	X	X
Good Friday		X	X	X	X	X
1st Monday of Spring Vacation	X	X	X	X	X	X
2nd Day of Spring Vacation						X
Memorial Day						X
<b>Benefits</b>	<b>Year of Employment</b>					
	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>6th</b>
Sick Leave (10 days/year)	X	X	X	X	X	X
Perfect Attendance (\$50/semester)	X	X	X	X	X	X
Accumulated Unused Sick Days (75 max.)	X	X	X	X	X	X
Termination Pay for Unused Sick days (20 max.)	X	X	X	X	X	X
Life Insurance	X	X	X	X	X	X
Health Insurance or Annuity	X	X	X	X	X	X
"Act of God" Days	X	X	X	X	X	X

**SIGNATURES**

(SCHOOL DISTRICT)  
PARAPROFESSIONAL  
ORGANIZATION / M.E.A.

BOARD OF EDUCATION

By \_\_\_\_\_  
It's President

By \_\_\_\_\_  
It's President

By \_\_\_\_\_  
It's Chief Negotiator

By \_\_\_\_\_  
It's Secretary

By \_\_\_\_\_  
It's Negotiating Team Member

By \_\_\_\_\_  
It's Chief Negotiator

By \_\_\_\_\_  
It's Negotiating Team Member

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