

6/30/92

**Agreement**

**between**

**The Board of Education  
of the School District of the  
City of Highland Park**

**and**

**The Highland Park  
Federation of Paraprofessionals  
& Food Service Employees**

**Local 3820  
MFT, AFT, AFL-CIO**

**1989-92**

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

*Highland Park School District*

**SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK**

**BOARD OF EDUCATION**

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## PREAMBLE

It is the purpose of this Agreement to set forth wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the employer, its employees, and the Union. Recognizing that the well-being of the Employer and the job security of the employees depends upon the Employer's ability to continue to provide the proper facilities for those whom the Employer serves, the Employer, and the Union, for and in consideration of the mutual intent, stipulations, and conditions hereinafter specifies, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE I  
RECOGNITION**

- 1.1 The Board hereby recognizes the Highland Park Federation of Paraprofessionals and Food Service Employees, Local 3820, MFT, AFT, AFL-CIO, as the sole and exclusive bargaining representative in matters prescribed by law and this Agreement. This bargaining unit shall include all paraprofessional (teacher aides) employees and food service employees, unless otherwise excluded in this Agreement.
  
- 1.2 It is the Agreement of the Board and the Federation that personnel in the following positions shall be excluded from the bargaining unit:
  - A. All confidential employees
  - B. All supervisors and managerial employees
  - C. All other employees covered by an Agreement in another bargaining unit.
  - D. All other employees not expressly described herein.
  
- 1.3. The term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Federation as defined above.
  
- 1.4 All references to male employees shall be equal in reference to female employees of this bargaining unit.
  
- 1.5 Nothing contained herein shall be construed to prevent, deny or restrict to any employee rights he/she may have under the Michigan General School Laws or applicable civil laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
  
- 1.6 The Board agrees that neither it nor its agents shall attempt to initiate any exceptions to the Agreement, except through the Federation.
  
- 1.7 This Agreement pre-empts any policy of the Board which is in conflict with its written provisions.

**ARTICLE II  
AGENCY SHOP**

- 2.1 As a condition of employment, each employee beginning with the first complete month following the date of that school year's employment, and monthly thereafter during the months of September through June of each year during the life of this Agreement, shall tender to the Union either periodic and uniformly required union dues, or in the alternative, a service charge in the amount equivalent to the periodic and uniformly required union dues.
- 2.2 Membership in the Federation shall be open to all employees regardless of race, creed, age, sex, marital status, condition of handicap, or national origin.
- 2.3 Any employee who is not a member of the Federation in good standing or who does not make application for membership within thirty (30) days from the beginning of duties, shall as a condition of employment pay a service fee to the Federation in an amount equivalent to the dues and assessments of the Highland Park Federation of Paraprofessionals and Food Service Employees, Local 3820, MFT, AFT, AFL-CIO, provided, however, that the employee may authorize payroll deduction, as provided in this Agreement.
- 2.4 In the event that any employee shall not pay such service fee or dues directly to the Federation or authorize payment through payroll deduction, the Board, shall at the request of the Federation, terminate the employment of such employee. The parties expressly recognize the failure of the employee



to comply with the provisions of this Article is reasonable and just cause for discharge from employment.

2.5 The Board shall not be liable to the Union by reason of this Section for the remittance or payment of any sum other than the constituting actual deductions made from the pay earned by the employee. In addition, the Union shall indemnify and save the Board harmless from any liability resulting from any other action arising from compliance with this Section, or in reliance on any list, notice, certification or authorization furnished under this Section.

2.6 No employee shall be terminated under this Section unless:

A. The Union first has notified the employee by letter, explaining that he/she is delinquent in not tendering either periodic and uniformly required union dues or the service charge in an amount equivalent to the periodic and uniformly required union dues and warning him/her that unless such dues or service charge or a properly executed authorization is tendered within thirty (30) calendar days of such notice, he/she will be reported to the Board for termination as provided in this Section, and;

B. The Union has furnished the Board with a copy of the letter sent to the employee and notice that he/she has not complied with the Union's request. When requesting the Board to terminate the employee, the Union shall further specify the following by written notice:

"The Union certifies that \_\_\_\_\_

(Name)

has failed to tender either the periodic and uniformly required union dues or service charge required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of the Agreement, the Board shall terminate his/her employment."

The Board agrees, that within five (5) days of the receipt of the notice provided in the last preceding paragraph, it shall notify the employee that his/her services shall be terminated at the end of the next calendar month and the Board further agrees that, at the next meeting of the Board after receipt of the said notice, the Board shall adopt a resolution terminating the employment of the employee, effective at the end of the next calendar month. The Board agrees that after it has received the said notice, it will not accept a check-off authorization from such employee without the consent of the Union.

If any suit or proceeding of any kind shall be brought against the Board at any time before any tribunal in which an employee or employees or any person or organization on his/her behalf, contest a discharge or discharges, under the provision of this selection, the Union agrees to intervene and defend against such action or claim; subject, however, to the following conditions:

(1) The suit or proceeding shall not have resulted from the negligence, misfeasance, malfeasance of the Board or its agents.

(2) The Federation, after consultation with the Board, shall have the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of Section or the defense which may be assessed against the Board by any court or tribunal.

(3) The Federation has the right to choose the legal counsel to defend any suit or action.

(4) The Federation shall have the right to compromise or settle any claim made against the Board under this Section.

ARTICLE III  
FEDERATION DUES/FEES  
AND PAYROLL DEDUCTION

- 3.1 The Board agrees that it shall provide, without cost to the Federation, payroll deduction for the purpose of payment of Federation dues, assessments and/or service fees of the members of the bargaining unit.
- 3.2 The Federation shall present the Board, through the Personnel Office, with a certified check-off list along with proper authorization for check-off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deduction made and paid over to the Federation which may later be held to have not been authorized by the individual involved or which may not constitute a legal deduction.

To assist the Federation, the Personnel Office will provide a list of bargaining unit members at the beginning of each school year. This list will contain the hourly status of the employee (full-time or part-time). Any substitutes will be designated as such. Throughout the year any changes due to new hires, terminations, leaves and/or transfers will be communicated to the Union.

3.3 Authorization For Payroll Deduction:

I hereby request and authorize the School District of the City of Highland Park to deduct from my earnings, one of the following:

- An amount established by the Federation as monthly dues  
or  
 An amount equivalent to monthly union dues, which is established as a service fee.

\_\_\_\_\_  
(PRINT LAST NAME)

\_\_\_\_\_  
(PRINT FIRST NAME)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
(ZIP CODE)

\_\_\_\_\_  
(SIGNATURE)

**ARTICLE IV  
GENERAL PROVISIONS**

- 4.1 Non-discrimination: The Union agrees to represent all employees of this bargaining unit and enforce the provisions of this Agreement without discrimination on the basis of race, creed, color, national origin, sex, age, handicap, or marital status or by reason of their membership or non-membership in any organization.

The Board agrees to apply the provisions of this Agreement without discrimination on the basis of race, creed, color, national origin, sex, age, handicap, or marital status or by reason of their membership or non-membership in the Union, with respect to hours, wages, or any terms or conditions of employment, or their participation in any activity of the Union, their institution of any grievance complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

Further, the Board recognizes the employee's rights as a citizen, and activities of a religious or political nature, conducted outside the working hours of the employee, shall not be cause for disciplinary action or discrimination, unless such activities prove to adversely affect the employee's efficiency or performance of his/her duties.

- 4.2 Payroll deductions: The School District will provide payroll deduction services for service check-off, union dues, tax shelter annuity, and contributions.
- 4.3 Board-furnished information: The Board agrees to furnish to the Union, upon request, information that is necessary for negotiations (register) or bargaining unit members, personnel, Board
- 4.4 Assault and Battery: In the event a person commits a battery against an employee in the course of his/her employment, it shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to the assault and/or battery and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities. The employee shall be paid without loss of time, seniority, accumulated sick leave or other benefits for time lost in pursuing the legal action under this article.

- 4.5 Special Conferences: Upon the request of either party, special conferences will be arranged between the local president and the employer or their designated representatives at least one a month to discuss matters of mutual concern. Such meetings shall be attended by two representatives of the Union.

Arrangement for such special conferences shall be made in writing and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The conference shall be held within ten (10) working days following receipt of the request. The Board shall present to the Union the results of the solutions arrived at in the conference in writing ten (10) working days after the conference has taken place.

- 4.6 Release Time for Union Business: The Federation shall receive up to 50 hours of release time for each chapter of the Union (Food Service and Paraprofessionals) to conduct business of the Union. Additional release time may be allowed when necessary to conduct Union business upon the request of the president of the Federation; however, the Union (Paraprofessional and Food Service) shall be reimbursed to the School District by the Federation at the end of each month at the effective hourly rate of the President of the Federation.
- 4.7 The President of the combined chapters of the Union shall be responsible for all requests, for Union business release time.
- 4.8 Inservice Training: All Inservice Training Programs shall be developed by a committee comprised jointly of Federation members, teachers and/or administrators.
- 4.9. The Personal Property Loss Fund is intended to provide a program of relief from personal property loss including vandalism and theft. It is agreed that this fund shall have \$500 available at the start of each school year. The fund will be maintained by the Board of Education. Claims will be made by application to the Union Executive Board. The Union Executive Board will make recommendations to the Superintendent for payment of claims. Claims will be paid according to rules and procedures established by the Superintendent of Schools.

**ARTICLE V  
FEDERATION RIGHTS AND RESPONSIBILITIES**

- 5.1 The Board and the Federation agree that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in any Federation activities during normal working hours.
- 5.2 The Union may appoint or elect one steward and an alternate in each building, each of whom shall have completed his/her probationary period at the time of appointment or election. Further, the Union shall inform the Board in writing as to who has been appointed or elected as bargaining unit steward and alternate.
- 5.3 The steward, upon request of the employee, may participate in Step One of the Grievance Procedure during working hours. No more than one hour per grievance may be so expended by each steward during the working hours without loss of time and pay. This time limit may be extended as required.
- 5.4 The authorized representative of the Union shall have the right to schedule meetings in the building before and after regular class hours of the employees involved provided that:
- A. Such meetings are scheduled in advance and approved by the building principal.
  - B. Such meetings do not alter the need for custodial services in the building and are limited to a time when regular custodial services are available.
  - C. Such meetings do not disrupt or conflict with the normal schedule or programs.
  - D. It is understood and agreed that the Board will provide the above services and facilities as outlined in this Section, so long as they do not require the Board to expend additional monies or allocate personnel time to perform such services.
- 5.5 The Board will provide bulletin board space in each building which may be used by the Union for posting notices and union information.
- 5.6 The Board will provide mail box space for Federation members in each building. Further, the Union shall have the right to use the interdistrict mail service for communications to its members.

ARTICLE VI  
EMPLOYEE RIGHTS & RESPONSIBILITIES

- 6.1 The employee shall be entitled to perform his/her duties under fair, safe, and healthful working conditions. When such conditions do not prevail, the affected employee(s) shall notify his/her supervisor immediately of any deficiencies. The Board shall make all reasonable attempts to correct such deficiencies as soon as possible.
- 6.2 Records of unsatisfactory performance or otherwise which may lead to disciplinary action must be specific in content, signed by the contributor, and a copy furnished to the employee. Personnel records shall continue to be confidential and carefully guarded in the interest of the individual employee.
- 6.3 An employee shall have the right to recommend the removal of material from his/her file that is in error. The material will either be corrected or expunged from the file provided cause is shown. No official report or evaluation about an employe in this bargaining unit shall be filed without the knowledge and/or signature of the employee.
- 6.4 Any complaint deemed not serious enough to be promptly called to the attention of the employee cannot, at a later date, be used as the basis of any disciplinary action. The employee shall have the right to submit a response to the report or evaluation. Such a response shall be attached to and filed with the report or evaluation in the employee's personnel file.
- 6.5 A. All disciplinary action shall be applied with just cause and in a fair manner.
- B. For just cause, the Board or its representative, may reprimand, suspend without pay, demote, discipline, or discharge an employee.
- C. In the event the discipline is unjust, the employee shall receive full compensation for all time lost and full restoration of all other rights and conditions of employment.
- D. No employee will be disciplined for failing to follow any rule, regulation, or order unless such rule, regulation, or order has applied uniformly to all employees.

6.6 When an employee is given a suspension, disciplinary discharge, layoff, written reprimand and/or warning which is to be affixed to his /her personnel file, the employee shall be promptly notified of the action taken in writing.



**ARTICLE VII  
EMPLOYEE ASSIGNMENT**

7.1 A paraprofessional employed in the School District shall work under the guidance, supervision and direction of certified personnel.

7.2 The services of the paraprofessional generally shall be utilized in the following manner:

A. To perform routine instructional-related tasks under the guidelines of the funded programs and the guidance of a certified teacher with individuals and small groups.

B. To perform certain assistance to the staff in providing direct and/or indirect services to youngsters in the Highland Park Schools.

It is recognized that the paraprofessional shall not be given the full responsibility for instruction and that a certified teacher must assign and supervise the activities performed by the paraprofessional.

7.3 School paraprofessionals shall be informed of their regular assignment at the beginning of each school year as far in advance as feasible and practical. It is intended that the Board will make all reasonable efforts to reassign all satisfactory paraprofessional employees who were assigned at the close of a school year to the same program when, and if, the program resumes after funding; provided, however, that the position and the program have been continued and funded.

7.4 Paraprofessionals are not to be given sole responsibility for classroom management or instruction. Under no circumstances are they to serve in the place of regular substitutes for teachers. In an emergency situation, it is permissible for a paraprofessional to assume temporary monitoring duties of a classroom during the temporary absence of a teacher, providing a certified teacher or administrator has been specifically designated to be responsible for the class. Such responsible individuals shall visit the classroom at regular intervals. (For the purpose of this Section, an emergency situation is defined in 7.6.)

7.5 The paraprofessional's duties and assignments are tutorial, instructional, reinforcement, and assistance in all areas of education. A paraprofessional shall be assigned to any area where he/she has the present ability and/or training to perform such duties.

- 7.6 In addition to the employee assignments set forth in Article VII, employees may be assigned to areas and tasks other than those described in Article VII, Section 7.2, when it is determined by the employee's supervisor that an emergency situation exists. An emergency situation shall be a sudden or unexpected situation that calls for action without delay, or a situation in which adverse educational consequences may result for the students. In such cases, it is acknowledged that the employee assignments may vary in length of time; such assignments should not extend indefinitely, but should be for the duration of the emergency only.

Food Service Employee Assignment

- 7.7 The Board retains the right to establish daily and/or weekly food service hours of work by groups of employees, and/or individual employees, including starting and quitting time. The Board shall determine what tasks and work shall be assigned to the various food service employees from time-to-time; and when employee shall, from time-to-time, be assigned to the various work. This provision shall not be applied in violation of Section 4.1 of this Agreement.

In those K-8 schools where food is prepared at another site and shipped to the school there will be one individual designated as the hostess. Remaining food service employees in the school will be classified as food service workers.

ARTICLE VIII  
WORK SCHEDULE

8.1 It shall be understood and agreed that the paraprofessional work year consists of one-hundred eighty-eight (188) work days. Ten (10) paid holidays--Labor Day, Thanksgiving Recess (2 days), Christmas Recess (2 days), New Year's (2 days), Martin Luther King's Birthday, Good Friday, Memorial Day--and twelve (12) other paid none-work days that are a consequence of the Teachers' Calendar(Christmas/New Year's (6 days); Spring Break (5 days) and the first week of school (1 day). In the event the teachers' calendar is modified so that the paraprofessional paid non-work days become work days, the schedule of paid non-work days will be reduced according to the number that become teacher workdays. There shall be a total of at least 198 (188 work days and 10 paid holidays) paid days. The number of paid non-work days may be reduced due to modifications in the teacher calendar. (See attached appendix for exact work days.)

(See addendum for letter of understanding for school years 1986-89).

8.2 The paraprofessional work week will normally consist of six (6) hours per day for a maximum of thirty (30) hours per week. A daily duty-free lunch period of a minimum of thirty (30) minutes shall be scheduled in terms of program requirements.

(See attached appendix for exact work days)

8.3 All paraprofessional employees shall have a daily fifteen (15) minute relief period in the morning and fifteen (15) minute relief in the afternoon.

8.4 Overtime actually worked and authorized by supervision in excess of eight (8) hours per day or forty (40) hours per week shall be compensated for at the rate of time and one-half the paraprofessional's regular rate of pay. Holiday work shall be compensated at twice the paraprofessional's regular rate of pay.

8.5 All paraprofessionals shall be granted a minimum of two (2) hours of pay when called in for special assignments.

8.6 Joint (Paraprofessionals/Food Service)

The closing of schools due to inclement weather, failure of heating equipment, and other acts beyond the control of the employee shall not result in loss of pay or other benefits to the employee if they were scheduled to work that day. The

Board agrees to notify all employees as soon as possible of the closing of schools due to conditions described above.

8.7 Food Service Work Schedule

It shall be understood and agreed that the K-8 and high school food service work year consists of 182 work days. Ten paid holidays: Labor Day, Thanksgiving (2 days), Christmas (2 days), New Year's Recess (2 days), Martin Luther King's Birthday, Good Friday, Memorial Day and 12 other paid non-work days [Christmas/New Years (6 Days), Spring Break (5 days) and first week of school (1 day)].

The work year of K-8 and high school food service employees shall begin one day prior to the opening day of school for students and shall end one day after the last day of school for students. (See attached calendar for exact days.)

- 8.8 The regular work week shall be designed by the food service supervisor.
- 8.9 Work done in excess of eight (8) hours per day shall be considered as overtime and shall be paid at the rate of time and one-half, Saturdays included.
- 8.10 Double time will be paid for all hours worked on holidays and Sundays,
- 8.11 Persons attending inservice training days will receive their regular rate of pay.
- 8.12 Full-time employment for food service employees is defined to be four (4) hours per day or more. Part-time employment is defined to be less than four (4) hours per day.

ARTICLE IX  
VACANCIES AND POSTINGS

9.1 Any vacancy created by:

- A. An employee resigns and the Board decides to replace the employee
- B. A new position is created by the Board.
- C. An employee is granted a leave without pay (Illness, illness in family, educational, consent, maternity) for four months or more.
- D. An employee dies and the Board decides to replace the employee.
- E. The Board terminates an employee and decides to replace the employee.

9.2 Vacancies shall be filled according to the following procedure:

- A. If there are person(s) on layoff, the vacancy shall be filled by recalling the most senior person on the layoff list.
- B. If there are no person(s) on layoff or no one on layoff accepts a recall to the vacancy, the position shall be filled through the posting of a vacancy.

9.3 The vacancy posting shall contain job title, minimum qualifications and description of duties of the position.

9.4 Vacancy positions shall be posted in each building near the bargaining unit members lounge for a minimum of five (5) days prior to the filling of the position.

9.5 Vacancy postings shall be given to the union prior to initial posting.

9.6 Employees within the bargaining unit may apply in writing for the posted position to the Personnel Office.

9.7 The factors to be considered in selecting an employee to fill the vacancy shall include, but not be limited to:

- A. Seniority
- B. Qualifications
- C. References from previous employers

- D. Attendance Record
- E. Experience
- F. Previous evaluations by supervisor(s)

- 9.8 In the event two (2) or more applicants apply for the same vacancy and they all meet the minimum requirements of the position (which requirements must be a function of the position), the Board shall appoint the individual having the greatest seniority to the position.
- 9.9 Employees desiring a job transfer shall submit a request in writing, specifying the specific desired position and the reason for desiring such change. Request for transfers shall be renewed annually, and the position shall be filled in accordance with the provisions above.
- 9.10 Transfers may be made provided the qualifications of the individual to be transferred agree with the job description of the position to which the individual is being transferred.
- 9.11 Involuntary transfer: When the transfer of any employee for any reason by the Board results in higher classification, the employee will be paid the higher classification.
- 9.12 Temporary assignment may be made on an emergency basis. Such assignments are to be determined by the supervisor and approved by Administrator of Personnel.

ARTICLE X  
EVALUATION

- 10.1 All paraprofessionals shall receive a written evaluation once yearly.
- 10.2 All paraprofessional evaluations shall be in writing and a conference shall be held between the paraprofessional and the supervisor to discuss the evaluation within a reasonable length of time of the observation. A copy of the evaluation shall be given to the paraprofessional.
- 10.3 All paraprofessional evaluations must indicate the supervisor's observation of the paraprofessional's particular strengths and those areas needing assistance. Furthermore, whenever a particular deficiency is noted, the evaluator must indicate the specific way in which the paraprofessional is to improve and what assistance will be provided by the supervisor. Subsequent evaluation reports must note the progress or pace of progress of previously noted deficiencies.
- 10.4 All paraprofessionals upon employment and at the beginning of each work year will be apprised of the specific evaluative procedure prior to conducting any formal evaluation. All paraprofessionals in the bargaining unit shall be evaluated on the current evaluation form by their principal and/or immediate supervisor twice a year (such evaluation form shall be used until such time a committee comprised of Federation members and administrators is developed).
- 10.5 Special attention and guidance in classroom and work techniques will be provided to all paraprofessionals.
- 10.6 Probationary paraprofessionals shall be observed for the purpose of evaluation at least twice during their probationary period, which shall be ninety (90) calendar days from the date of their assignment.
- 10.7 All monitoring or observation of the work of the employee will be conducted openly and with full and complete knowledge of the employee. The use of electronic devices or similar surveillance shall be strictly prohibited.

Food Service Evaluation

- 10.8 A. A written evaluation of all food service workers will be made once a year.
- B. At the time of initial employment, each food service worker will be placed on the first step of the salary classification in which he/she will be working, and will serve a probationary period of three months.
- C. During the three-month probationary period, regular performance rating reports shall be filed. Such evaluations will be made at the end of the first month, second, and third month. These reports will be signed by the employee, the supervisor, and the administrator in charge. One copy is to be sent to the Personnel Office.
- D. Any employee promoted to a higher classification will be advanced upward to the same step in the new classification as that held in the classification from which he/she was promoted.
- 10.9 At the time of initial employment and each year thereafter, each food service employee will be given his/her classification and status, including hourly rate and job assignment.
- A. Any adjustment in regular assignment for food service employees will be done in writing.
- B. All adjustments and reclassifications will be done in writing and within two weeks of such action or change.



ARTICLE XI  
LEAVE OF ABSENCE

11.1 Leaves of absence for bargaining unit members without pay for reasonable periods, not to exceed one (1) year may be granted at the discretion of the Board without loss of seniority upon written request for:

- A. Illness Leave: Upon exhaustion of paid sick days, the bargaining unit member will be notified to apply for a leave of absence if he/she is not able to return to work. All accumulated sick days shall be used prior to an employee being placed on leave of absence for illness.
- B. Prolonged Illness in Immediate Family: Spouse, child, parent, grandparent, grandchild, brother, sister, father-in-law, mother-in-law, and a relative living and making his/her home in the employee's "immediate family".
- C. Educational Leave: An educational leave of absence shall be granted when the professional competence of the bargaining unit member and the general welfare of the school will be benefited.

Educational leave is given to employees to encourage them to improve their ability to render educational service. Such improvement is usually achieved by formal study, research and writing. Application for educational leave for other types of experience shall be considered on their merit.

After the completion of a leave as described above in a., b., and c, (Illness, Prolonged Illness in Immediate Family and Educational), the employee shall return to employment, upon written request, in the first available position. [This language formerly only applied to educational leaves but in actual practice covered all leaves described above.]

11.2 Consent Leave

- A. Definition: Consent leaves shall be all leaves other than those provided for in the Sections contained in this Article and may be granted when possible and shall be for a definite period with a specific termination date.
- B. Requests before commencing work: Consent leaves may be granted only where the request for leave arises prior to the commencement of work at the beginning of a school

year, a term, or prior to commencement of work on the effective date for an employee as approved by the Board.

- C. Duration: When consent leaves are requested pursuant to subsection (b) above, the leave shall be for one (1) full semester or one (1) full school year. Consent leaves requested under circumstances other than those described in subsection (b) above shall be leaves for not less than two (2) days, but not more than forty (40) days.
- D. Return: Failure to report to work upon termination of a consent leave without requesting an extension of the consent leave or requesting another leave will be cause for termination of employment with the School District.

11.3 Maternity Leave:

- A. The Board of Education shall grant a leave of absence without pay for maternity upon written request for such leave by the employee and certification of pregnancy by the employee's physician. Such leave will be counted as credit leaves on any salary schedule.
- B. The employee shall notify the administrator in charge of Personnel by a written statement from her physician as soon as pregnancy has definitely been determined. The physician's statement must specify the date until which, in the physician's opinion, the employee can continue full-time employment in her position without either (1) danger to the employee's health or that of the child, or (2) impairment in any way of the employee's ability to perform her duties.
- C. The effective date of separation for maternity reasons shall be the date specified by the employee's physician's as described in sub-section (b) above.
- D. Within two weeks after delivery, the employee shall provide the administrator in charge of Personnel with a statement from her physician specifying the date when, so far as the health of the employee is concerned (and without respect to any aspect of care and feeding of the child), the employee is able to resume full-time employment in her former position without danger to the employee's health and without impairment in any way of the employee's ability to perform her duties.

- E. The date of resumption of employment in her position shall be the date specified by the employee's physician as described in subsection (d) above.
- F. The employee may apply sick leave to her maternity leave, up to the full extent of that employee's sick leave available under the provisions of this Agreement.
- G. The Board reserves the right at its option and expense, to have the employee examined by a physician designated by the Board with respect to the proper ending date of the leave as set forth in subsection (d) above. The employee will make herself available for such examination and will cooperate in furnishing any necessary information in connection therewith. The Board-designated physician will provide the Board and the employee with a statement specifying the same information as that required from the employee's physician as described in subsection (d) above. (In the event of conflict between statements of the two physicians, the statement of the Board-designated physician shall control.)
- H. It is agreed that failure of any employee to comply with any of the foregoing requirements shall be just cause for termination of her services.

**ARTICLE XII  
SICK LEAVE**

12.1 Each paraprofessional and full-time food service employee shall have an accumulative Personal Paid Leave Bank.

12.2 Each paraprofessional and full-time food service employee shall be granted personal paid leave time at the rate of fifteen (15) days per year which shall be added to his/her Personal Leave Bank at the beginning of the school year. In the case of an assignment made after the beginning of the school year, personal paid leave time shall be granted at the rate of one and one-half (1 1/2) days per month beginning with the first complete month of assignment.

12.3 Unused personal paid leave time shall be accumulated without limit in the Personal Paid Leave Bank.

12.4 Within the limitations specified in Section 12.5 below, leave time with pay shall be granted and deducted from the Personal Paid Leave Bank for personal illness or injury, critical illness or death in the immediate family, and personal business.

12.5 Leave time with pay is subject to the following conditions and limitations:

A. Personal sick leave with pay shall be granted to the employee for the number of days the employee is required to be absent from work due to illness or injury to a maximum of the full amount available in the employee's accumulated Personal Leave Bank at the time the injury or illness occurs.

B. Family illness/death leave time with pay shall be granted for critical illness or death in the immediate family and/or personal business up to a maximum of five (5) days in any one year. In the event an employee has exhausted the five (5) days described in this Section and special circumstances or conditions require additional days, the Administrator of Personnel may make any individual adjustments he/she deems necessary. Such adjustments shall be at the sole discretion of the Administrator of Personnel.

C. Personal business leave will not be granted in the first or last weeks of the school year, or within three (3) days prior to a vacation period. In the event of extreme circumstances, exceptions to this may be granted by the Administrator of Personnel.

- D. Personal business leave may be granted when such leave is necessary for a reason beyond the control of the employee requesting it, and is sought for a legitimate activity that can be accomplished only during working hours.
  - E. All request for personal leave shall be in writing, shall state the circumstances, and shall be initiated with the unit administrators. Except in cases where extreme circumstances prevent, approval for such requests must be obtained from the unit administrator and the Administrator of Personnel in advance. A denial of a request for personal business leave shall include a written reason for such denial. The employee shall then have the right to appeal directly to the Administrator of Personnel for approval or disapproval.
  - F. In unusual cases involving particularly private or confidential circumstances, the unit administrator and Administrator of Personnel may act on the basis of a verbal, rather than a written, statement of circumstances. However, the request for personal business leave shall be in writing.
  - G. Except in cases of extreme emergency, failure to submit a written request for personal business leave and to have such leave approved in advance of the absence will result in loss of pay for the absence and further disciplinary action.
- 12.6 Each paraprofessional and full-time food service employee who qualifies for retirement with the Michigan School Employees Retirement System shall, at the end of the school year in which he/she retires, be paid for the number of unused days accumulated in his/her Personal Paid Leave Bank as follows: Those persons with 50 or more days shall receive three days plus 35% times the number of days in the bank in excess of 50 times the individual's daily rate of pay. Those persons with less than 50 days will receive no payout.

ARTICLE XIII

SENIORITY

- 13.1 New employees hired into the bargaining unit shall be probationary employees for the first ninety (90) days of their employment. There shall be no seniority among probationary employees.
- 13.2 When an employee completes his/her probationary period, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the first day employed.
- 13.3 In the event an employee is transferred to a position not included in the bargaining unit and is thereafter transferred again to a position within the bargaining unit, he/she was entitled to on the date he/she left the bargaining unit.
- 13.4 The Board shall maintain two up-to-date seniority lists, one for paraprofessionals and second list for food service. A copy of each shall be provided to the Federation as soon as possible after September 30th of each year. Thereafter, these lists shall be updated in February or later upon the written requests of the Union. The names of all employees who have completed their probationary period shall be listed on the seniority list in order of their initial hiring date, starting with the employee with the greatest amount of seniority at the top of the list.
- 13.5 Loss of Seniority: An employee shall lose seniority for the following reasons:
  - A. He/she resigns.
  - B. He/she is discharged and the discharge is not reversed through the grievance procedure set forth in this agreement.
  - C. He/she is absent for five (5) consecutive working days without notifying the employer. Such absence will result in automatic discharge and the employer will send written notification to the employee at his/her last known address that his/her employment has been terminated and he/she has lost seniority.
  - D. He/she does not return to work when recalled from layoff as set forth in the recall procedure.

- E. Failure to return from leave of absence without notification to employer will be treated the same as (C) above.
- F. He/she retires.
- G. He/she completes two (2) consecutive years on layoff. Thereafter, the employee does not gain additional seniority while on layoff. However, through written communication from the employee, he/she can express a desire to be considered for future employment. Such request should be directed to the Personnel Office and will be kept on file for one (1) year. In the event a position(s) becomes available during that year, the Board will notify the employee and he/she will have the right to submit an application for the position. For each additional year the employee remains on layoff, he/she may submit a letter as described above.

ARTICLE XIV  
LAYOFF

14.1 The word "Layoff" means a reduction in the working force due to a decrease of work or operating funds.

14.2 In the event of a layoff the order of layoff shall be:

- A. Temporary employees.
- B. Probationary employees.
- C. Other employees in accordance with their seniority (the least senior employees being laid off first).

14.3 At the close of each school year and the close of each federally funded program, each employee shall be given a severance notice indicating whether the severance is for layoff purposes or otherwise. If the severance is a layoff, then the notice shall specify the:

- A. Effective date of layoff
- B. Re-employment rights under this Agreement and
- C. Recall procedure.

An employee being recalled from layoff shall retain all previously secured benefits to which the employee is entitled under the terms of this Agreement.



**ARTICLE XV  
RECALL**

- 15.1 Employees laid off through the procedure stated in this Agreement shall be maintained on a recall list for a period equal to two (2) years.
- 15.2 Laid off employees shall be recalled in the inverse order of the layoff, the most senior employees being recalled to the first openings.
- 15.3 Before new or existing programs are created or changed by the Board, and those programs that require different hiring procedures than the established method for hire or recall, the Board shall notify the Union in writing of these proposed changes. The Board and the Union shall agree on the proposed changes before any laid off or new employees are hired.
- 15.4 Recall will be by written certified notice, return notice, return receipt requested, to the employee's last known address on file with the Board and shall require that the employee report to work within ten (10) days after delivery of proof of nondelivery. If an employee fails to report for recall, he/she shall be considered a quit, unless there are extenuating circumstances.
- 15.5 It is mutually agreed between the parties that all past employees described in Article I, who are identified by and between the parties may be considered and evaluated for recall under the provision of Article I, VII, XIV, XV, and XIX. Section 19.5 through December 31, 1978. Thereafter, the two-year limitation period for recall as set forth in Article 15, shall apply, without exception, in ascertaining the composition of the recall list.

15.6 BUMPING:

Where and when reduction of employees is essential, employees with least seniority in the program being reduced shall be severed first. Such employees shall have the right to transfer to positions within the bargaining unit for which they are qualified, provided such positions are available and provided the person holding such position does not possess more seniority, in which case, the transfer shall be made, and the person holding the position into which the transfer is made shall be "bumped". Such employees shall have the first option to resume employment when staff expansion to former levels can resume, re-employment being granted to those with greatest seniority first.

Bumping will not occur between the Food Service and Paraprofessionals, but only within their own service areas. NO Paraprofessional may bump a Food Service employee nor shall a Food Service employee be able to bump a Paraprofessional.

- 15.7 In the event an employee is temporarily absent, due to a leave and a temporary replacement is required, the most senior person on the layoff list will be offered the temporary position first. If the most senior person refuses the position then the next most senior person will be offered the position.

In the event the bargaining unit member for whom the temporary replacement is employed is unable to return to employment thereafter, then the temporary replacement shall be given first consideration for permanent assignment to that position provided he or she is the most senior person on the layoff list. If the temporary replacement is not the most senior person, then the most senior person on the layoff list will be offered the vacant position.

ARTICLE XVI  
GRIEVANCE PROCEDURE

16.1 Definition: A grievance is a complaint by a bargaining unit employee or by the Federation for an employee or in its own behalf concerning:

- A. Any violation of this Agreement, or
- B. Any disciplinary action

and shall be resolved through the procedure set forth herein.

16.2 Procedure for Handling:

- A. Step 1: The employee who feels he/she has a grievance should first take the matter up verbally with his/her immediate supervisor who will attempt to resolve it with him/her.
- B. Step 2: If this fails to resolve the grievance, the employee shall reduce the grievance to writing (within ten (10) working days following the act or condition which is the basis of the grievance), specifying the section of the contract he/she alleges is violated, the events that caused the alleged violation, and the remedy he/she seeks.

Within five (5) working days of receipt or the written grievance, the supervisor shall arrange a conference with the view of satisfactorily resolving the grievance. At the time of conference, the employee may appear personally or he/she may be represented by the Federation stewards, or both. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employee.

Within five (5) working days after such conference, or longer if mutually agreed, the supervisor shall answer such grievance in writing.

If the grievance is not appealed from the written answer within five (5) working days after receipt of such answer, the supervisor's written decision will be final.

- C. Step 3: If the Federation does not accept the supervisor's written answer, the grievance may be appealed to the Superintendent of Schools or his/her designee, by sending such notice in writing to him/her

within five (5) working days from the date of the supervisor's written decision.

Within ten (10) working days of receipt of the written appeal, the Superintendent, or his/her designated representative will arrange for a conference to satisfactorily resolve the grievance. Such conference shall be scheduled at a time when there is no disruption of normal school routine and duties of the employees.

Within ten (10) working days, after the conference, or longer if mutually agreed, the Superintendent or the designated representative, shall answer such grievance in writing.

- D. Step 4: Within ten (10) working days after delivery of the decision of the Superintendent or the designee, the grievance may be appealed to the Board of Education by the person or persons who presented the grievance at Step 3 or the Union, if the grievance was presented at Step 3 by the employee alone and the employee did not appeal. The appeal shall be in writing and shall set forth specifically the act or condition and the grounds on which the grievance is based and shall be accompanied by copies of previous decisions.

Within twenty (20) working days after delivery of the appeal, the Board shall schedule a hearing to provide an opportunity to be heard for the aggrieved employee and also (except where the grievance is presented at Step 4 by the employee alone), the Union. The Board shall deliver its decision in writing, together with the supporting reasons, within ten (10) working days after the hearing, to the person or persons who presented the grievance at Step 4, and to the Union if the grievance was presented by the employee alone.

- E. Step 5: Within ten (10) working days after delivery of the Board's decision, the grievance may be appealed to advisory arbitration by the Union. The arbitrator shall be selected, and the arbitration shall be conducted, under the rules of the American Arbitration Association. The fees and expenses of the arbitrator and of the American Arbitration Association shall be shared equally by the Board and the Union. The arbitrator's decision shall be advisory only and shall not be binding upon any party except in cases of dismissal, in which case the arbitrator's decision shall be binding upon both parties. The arbitrator shall confine his/her opinion to the sole question of whether any disciplinary action was unjust or improper. He/she shall give no opinion with respect

to any matter left by this Agreement or by law to the discretion of the Board or administration.

- 16.3 Any employee who is a member of the bargaining unit covered under this Agreement, or any group of such employee or the Federation believing that they are aggrieved, may file a grievance and have it resolved in accordance with the principles and procedures designated in this Article.
- 16.4 An employee or group of employees may be represented at any level of the grievance procedure, beyond Step 1, by a designated representative of the Federation.
- 16.5 The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. Both the Federation and the Board agree that these proceedings shall be kept confidential as may be appropriate at each level of the procedure.
- 16.6 The term "days" in this Article shall mean calendar days except where otherwise indicated.
- 16.7 It is important that grievances be processed through the steps as rapidly as possible. The number of days indicated at each step should be considered to be the maximum and every effort should be made to expedite the process. The parties may, however, mutually agree to extend the time limits at any step.
- 16.8 Nothing contained herein shall be construed as limiting the right of any employee to discuss the matter informally with his/her principal as described in Level One of the grievance procedure.
- 16.9 No reprisals of any kind shall be taken by or against any party of interest or any participant in the procedure by reason of such participation.
- 16.10 Neither party may assert in arbitration proceedings any evidence not disclosed to the other party prior to the arbitration hearing.
- 16.11 In proceeding grievances, release time will be granted upon mutual consent by the aggrieved person, Federation and Superintendent or, if so required, by the arbitrator. Such release time shall be without loss of pay or penalty.

**ARTICLE XVII  
INSURANCE**

**17.1 Life Insurance**

Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group life insurance policy and rules and regulations of the insurance carrier/company. The Board's only responsibility shall be for payment of premiums as set forth by the policy.

Full-time:	\$25,000 for death
	\$25,000 for accidental death or dismemberment
Part-time:	\$13,000 for death
	\$13,000 for accidental death or dismemberment

**17.2 Hospitalization Insurance**

The employer agrees to pay the full premium for hospitalization and medical coverage, for full-family coverage (full-family shall mean husband, wife and children under nineteen (19) years of age and nineteen (19) to twenty-five (25) enrolled as a student with evidence of enrollment supplied to the Board in September and January for full-time employees (full-time shall mean those paraprofessionals employed at least 30 hours per week and food service employees employed at least 20 hour per week and four (4) hours per day) in the bargaining unit who enroll, provided that they are not covered by another plan.

Such coverage shall be Blue Cross/Blue Shield, MVF-1, Master Medical, prescription drugs, semi-private room.

"All employees shall be carried for the duration of the contract."

**17.3 Optical - Food Service**

- A. Full-family coverage
- B. Effective January 1, 1983
- C. Co-op services plan

**Optical - Paraprofessionals**

- A. Full-family coverage
- B. Effective November 1, 1979
- C. Co-op services plan

17.4 Dental - Paraprofessionals/Full-Time Food Service Employees

The Board agrees to pay the full premium for employees and dependents and spouse for a dental package which includes:

A. Seventy-five percent (75%) of Class I benefits for 1980-81

1. Basic Services
2. Preventive Services
3. Restorative Services
4. Oral Surgery Services
5. Endodontic Services
6. Periodontic Services

B. Fifty percent (50%) of Class II benefits

1. Prosthodontics Services

It is understood that the dental plan coverage will be identical to the teachers' plan. If the teachers' plan is changed by increasing benefits, under their existing contract, employees in this unit shall receive those new benefits during the life of this Agreement.

To be effective September 1, 1990

C. Maximum Coverage shall be \$900.00.

ARTICLE XVIII  
HOLIDAYS

18.1 Employees in the bargaining unit entitled to same shall receive a regular day's pay for the following holidays:

- ( 1) Labor Day \*
- ( 2) Thanksgiving Day
- ( 3) Day after Thanksgiving
- ( 4) Christmas Day
- ( 5) Day before or day after Christmas
- ( 6) New Year's Day
- ( 7) Martin Luther King's Birthday\*\*
- ( 8) Good Friday
- ( 9) Memorial Day
- (10) Fourth of July \*\*\*

\* Provided employee is working during the Labor Day Week

\*\* Black Heritage Day

\*\*\* Provided employee is working during the 4th of July week.

18.2 The following days are to be paid days unless the teacher calendar is modified:

Short First Week of School	1 Day
Christmas/New Year's Recess	6 Days
Spring Break Recess	5 Days

18.3 Although Winter Break is not a Board paid vacation, bargaining unit members will receive a regular bi-weekly pay for that Winter Break pay period, as a result of the attached appendix.



ARTICLE XIX  
MISCELLANEOUS PROVISIONS

- 19.1 Jury Duty: Employees, when selected, shall be expected to serve without loss of pay or benefits provided the employee submits the jury pay to the Board. Pay to be submitted shall not be deemed to include money paid to juror for expenses such as mileage and meals.
- 19.2 Workers' Compensation: The Board agrees to cover all employees under applicable provisions of the Workers' Compensation Act. Furthermore, the Board agrees to pay to the employee the amount of money which is the difference between the employee's regular pay and that provided by the State Workers Compensation Act, and further, the employee's sick leave shall be charged for the proportional difference paid by the Board to the extent of the employee's sick leave.
- 19.3 Retirement: Seventy (70) years of age and compliance with the applicable laws.
- 19.4 Mileage Allowance: All employees who use their personal automobiles to travel as part of their work assignment shall be reimbursed at the rate of twenty-five cents per mile. Employees who must use public transportation as a means of getting from one assignment to the next assignment in the course of their assignment shall be compensated, based on the fare.
- 19.5 Residency: It is understood and agreed that it shall be a condition of the paraprofessional's employment in the School District, that the paraprofessional (and his/her family, if the paraprofessional is married) shall reside in the City of Highland Park for the first five years of employment.
- 19.6
- 19.7 Employees who complete a satisfactory probationary period shall move to Step 2 on the Salary Schedule. Employees who complete a satisfactory probationary period by March 1, shall move to Step 3 upon return to work the following school year. If an employee is placed on layoff prior to a step increase, he/she shall be entitled to that step increase upon recall.
- 19.8 Food Service clothing allowance:

- A. Full-time employees up to \$100.00
- B. Part-time employees up to \$60.00

Direct payment to retailers for purchase of uniforms or smocks.

19.9 General health requirements: In addition to general health requirements pertinent to all employees, **ALL** persons working with the preparation of food must have a current **CITY OF HIGHLAND PARK FOOD HANDLERS' PERMIT** issued in the name of the individual employee.

19.10 Substitutes - Food Service:

- A. Day-to-day substitute may be employed as the occasion demands upon the recommendation of the supervisor of the K-8 Lunch Program or the dietician.
- B. An employee substituting in a higher classification after three consecutive days will receive the rate of pay for the higher classification retroactive to the first day of absence.
- C. If a substitute works 120 days in any given year, he/she will be placed on Step 2 of the salary schedule the following year. Once acquiring Step 2, the employee will remain on Step 2 while serving as a substitute. If the substitute is hired as a permanent employee, he/she will be placed on Step 3 in the classification in which he/she was hired.

**ARTICLE XX  
NO STRIKE**

- 20.1 The Union fully recognizes that the statutes of the State of Michigan confer upon public employees and their organization, not only certain rights and privileges, but also certain duties and responsibilities; the latter including particularly the duty to maintain and continue the function of government, in this case the operation of the public schools, without interruptions or interference due to strikes.

The Union agrees for itself and its individual members that during the term of this Agreement, none of its officers or members shall instigate, authorize, call, support, maintain or take part in any strike.

**ARTICLE XXI  
CONFORMITY TO LAW**

- 21.1 If any provision of this Agreement shall at any time be held contrary to law by a court or competent jurisdiction in the State of Michigan or the United States, whichever is applicable, or from whose judgement no appeal has been taken within the time provided for doing so, and in the event such provisions shall not be valid and subsisting except to the extent such provisions are permitted by law; all other provisions of this Agreement shall continue in full force and effect.
- 21.2 In the event this Agreement or any part of this Agreement is found contrary to Law under the conditions described above, the parties shall meet to negotiate only the items in questions immediately.

**ARTICLE XXII  
BOARD RIGHTS AND RESPONSIBILITIES**

- 22.1 The Board reserves all rights and powers conferred upon it by the Constitution and Laws of the State of Michigan and if the United States except as the same are expressly and specifically limited by this Agreement.

ARTICLE XXIII  
LONGEVITY

23.1 Paraprofessionals

In recognition of ten years and/or more of service only with the School District of the City of Highland Park, the salary schedule will be supplemented with three longevity steps which will be paid as follows:

Ten Years:	\$300.00 annually for: Year 10; Year 11; Year 12, Year 13 and Year 14
Fifteen Years:	\$600 annually for: Year 15; Year 16; Year 17; Year 18 and Year 19
Twenty Years:	\$900 annually for years 20 plus.

Payment shall be made at the end of each school year on an accumulative basis (see above). The first payment shall be made in the school year in which the 10th anniversary date of employment occurs.

23.2 Food Service

In recognition of ten years and/or more of service in the Highland Park School District, the salary schedule will be supplemented with three longevity steps which will be paid as follows:

Ten Years:	\$300.00 annually for: Year 10; Year 11; Year 12; Year 13 and Year 14
Fifteen Years:	\$600 annually for: Year 15; Year 16; Year 17; Year 18 and Year 19
Twenty Years:	\$900 annually for years 20 plus.

Payments will be made in the following manner:

- A. Any employee who has completed his/her tenth, fifteenth or twentieth year with the School District on or before December 15 qualifies for a longevity payment.
- B. Longevity payments shall be paid each year on or before December 15.

ARTICLE XXIV  
DURATION

This AGREEMENT shall become effective July 1, 1989, and shall continue in full force and effect until midnight June 30, 1991.

Negotiations shall begin sixty (60) days prior to duration date.

In the event no agreement has been reached by the expiration date, the contract will remain in effect until such time as a new agreement has been reached on a day-to-day basis.

A signed statement of an agreement for a day-to-day extension exchanged between parties. This statement will include the signatures of chief negotiating agents for the Board and Union.

The employer and the bargaining unit members will respect the intent and conditions established in this agreement if it is extended on a day-to-day basis.

Valmo Hincantel  
Union Chief Negotiator

\_\_\_\_\_  
Date

Ernest Harrison  
Board Chief Negotiator

5-8-91  
Date

\_\_\_\_\_  
Union Chief Negotiator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Chief Negotiator

\_\_\_\_\_  
Date



## APPENDIX A

EDUCATIONAL PROGRAM

The Board and the Union recognize the importance of encouraging bargaining unit members to increase their level of skills and broaden their knowledge. Therefore, bargaining unit members may be granted time off with pay to attend classes, courses, workshops, seminars and/or conventions which are educational in nature and which will contribute to the knowledge and increase the skills of the employee.

The Board and/or its representatives or the bargaining unit member may initiate a request to participate in an educational program. If the request is initiated by the Board it may be submitted to the employee as far in advance as possible. If the request is initiated by the employee it should be made in accordance with procedures established by the Personnel Department.

For approved educational program activities, the employee will be reimbursed for all reasonable travel, food, lodging and conference expenses according to procedures established by the Personnel Department.

If an employee terminates his/her employment prior to completing an approved educational program, he/she will reimburse the School District for the program expenses incurred by the District.

## APPENDIX B

PARAPROFESSIONALS  
CAREER LADDER

## SECTION 1

1. There shall be a career ladder program established. Those paraprofessionals with a desire that meet the prescribed requirements shall be able to participate. This program is set up to enable employees the opportunity for continued educational growth. This program shall be uniformly administered without discrimination towards any applicant so long as the employee meets the prescribed qualifications.
2. Those paraprofessionals who have received an overall satisfactory rating or better for their previous year's work shall be eligible to enroll in the program.
3. A paraprofessional shall be allowed to remain in the program as long as he/she maintains a minimal grade point of "C" and continued to maintain a satisfactory work record.
4. In cases where the institution of higher learning is not Highland Park Community College, tuition shall be the sole responsibility of the paraprofessional.
5. In order to qualify, the paraprofessional shall have been successfully employed as a paraprofessional, without a break in actual service, for a period of three (3) years.
6. Notice of applications for participation in the career ladder program, shall be given in writing in advance to the principal, who shall respond in writing; and copies of his/her response shall be given to the Administrator of Personnel who shall determine the eligibility of all candidates.
7. All candidates shall receive recommendation from their supervisor and/or the building principal.
8. Approval or disapproval of the candidate's request by the building principal and/or the supervisor shall be in writing and placed in the file of the candidates.
9. A reassessment of those participating in the career ladder program shall be made after each quarter/semester.
10. The career ladder is only effective after the paraprofessional has acquired all the hours that he/she can in evening classes and/or after 40 hours credit have been obtained.



11. Paraprofessionals who want to continue in college and have acquired 180 hours or more will not qualify for the career ladder program.
12. The sole purpose of this program is continued educational growth. The released time is a method of assistance provided by the Board of Education. Six (6) percent of the total number of paraprofessionals shall be allowed to participate in the program at any one given time. Three (3) percent will be added each year to bring the total percentage to twelve (12) percent at the beginning of the third year of this Agreement.

**APPENDIX C**  
**ADVISORY COUNCIL**

Where Federal and State regulations do not prohibit, Union representation will be established on all advisory councils for Federally funded and locally operated training programs.

**APPENDIX D**  
**SPECIAL NOTIFICATION CLAUSE**

1. The Union shall receive notice of any hiring or firing.
2. The Union shall receive notice of any probationary employee who has not completed satisfactory service.
3. The Union shall receive notice of all new bargaining unit jobs and a list of the qualifications.
4. The Union shall receive a list of all bargaining unit members on leave and the date they are to return to work.

**APPENDIX E**  
**REGULAR/PERMANENT PART-TIME FOOD SERVICE**

1. It shall be noted that part-time Food Service employees who want to work a full-time position shall be given first consideration for that position when it becomes vacant, and/or posted.
  - A. In order to qualify for consideration, the part-time employee must submit written application for open positions.
2. Part-time regular/permanent employees will be given credit for their years of continuous service in the District as Food Service employees. They shall be classified and placed on the seniority list.

PARAPROFESSIONAL CALENDAR (College)  
1989-90

<u>Week</u>	<u>Date</u>	<u>Para-Pro Days</u>	
1	Aug. 14-18	5	Parapro Begins Aug.14
2	21-25	5	
3	Aug. 28-Sept. 1	5	
4	Sept. 4-8	4	Labor Day - Sept. 4
5	11-15	5	
6	18-22		
7	25-29	5	
8	Oct. 2-6	5	
9	9-13	5	
10	16-20	5	
11	23-27	5	
12	Oct. 30-Nov. 3	5	
13	Nov. 6-10	5	
14	13-17	5	
15	20-24	3	Thanksgiving Nov. 23-24
16	Nov. 27-Dec. 1	5	
17	Dec. 4-8	5	
18	11-15	5	
19	18-22	4	Christmas Dec. 21
20	25-29	0	Christmas Dec. 25-29
21	Jan. 1-5	3	Christmas Jan. 1-2
22	8-12	5	
23	15-19	4	King Birthday Jan. 15
24	22-26	5	
25	Jan. 29-Feb. 2	5	
26	Feb. 5-9	5	
27	12-16	5	
28	19-23	0	Winter Break Feb. 19-23
29	Feb. 26-Mar.2	5	
30	Mar. 5-9	5	
31	12-16	5	
32	19-23	5	
33	26-30	5	
34	Apr. 2-6	5	
35	9-13	4	Good Friday Apr. 13
36	16-20	0	Spring Break Apr. 16-20
37	23-27	5	
38	Apr. 30-May 4	5	
39	May 7-11	5	
40	14-18	5	
41	21-25	5	
42	May 28-Jun 1	4	Memorial Day May 28

TOTAL DAYS: 186  
TOTAL PAID HOURS: 1537.5

**PARAPROFESSIONAL/FOOD SERVICE CALENDAR  
FOR 1989-90**

<u>Week</u>	<u>Date</u>	<u>Parapro Days</u>	<u>Food Ser. Days</u>	
1	Aug. 21-25	3	0	Parapros Report 8/23
2	Aug. 28-Sept. 1	4	4	Students Report 8/29 No Classes 9/1
3	Sept. 4-8	4	4	Labor Day 9/4
4	11-15	5	5	
5	18-22	5	5	
6	25-29			
7	Oct. 2-6	5	5	
8	9-13	5	5	
9	16-20	5	5	
10	23-27	5	5	
11	Oct. 30-Nov. 3	5	5	
12	Nov. 6-10	5	5	
13	13-17	5	5	
14	20-24	3	3	Thanksgiving 11/23-24
15	Nov. 27-Dec. 1	5	5	
16	Dec. 4-8	5	5	
17	11-15	5	5	
18	18-22	2	2	Christmas 12/20-22
19	25-29	0	0	Christmas 12/25-29
20	Jan. 1-5	3	3	Christmas 1/1-2/90
21	8-12	5	5	
22	15-19	4	4	M.L. King's Birthday 1/15
23	22-26	5	5	
24	Jan. 29-Feb. 2	5	5	
25	Feb. 5-9	5	5	
26	12-16	5	5	
27	19-23	0	0	Winter Break 2/19-23
28	Feb. 26-Mar 2	5	5	
29	Mar. 5-9	5	5	
30	12-16	5	5	
31	19-23	5	5	
32	26-30	5	5	
33	Apr. 2-6	5	5	
34	9-13	4	4	Good Friday - 4/13
35	16-20	0	0	Spring Break - 4/16-20
36	23-27	5	5	

## Paraprofessional/Food Service Calendar (continued)

<u>Week</u>	<u>Date</u>	<u>Parapro</u> <u>Days</u>	<u>Food Serv.</u> <u>Days</u>	
37	Apr. 30-May 4	5	5	
38	May 7-11	5	5	
39				
14-18	5 5			
40	21-25	5	5	
41	May 28-Jun 1	4	4	Memorial Day - 5/28
42	Jun 4-8	5	5	
43	11-15	5	4	Last Food Service Day 6/14
44	18-22	2	0	Last Parapro Day 6/19
	<b>TOTAL:</b>	188	182	

**PARAPROFESSIONAL/FOOD SERVICE CALENDAR  
FOR 1990-91**

<u>Week</u>	<u>Date</u>	<u>Parapro Days</u>	<u>Food Serv. Days</u>	
1	Aug. 20-24	3	0	Parapro Reports 8/22;
2	Aug. 27-31	4	4	Food Service Reports 8/27
3	Sept. 3-7	4	4	Labor Day 9/3
4	10-14	5	5	
5	17-21	5	5	
6	24-28	5	5	
7	Oct 1-5	5	5	
8	8-12	5	5	
9	15-19	5	5	
10	22-26	5	5	End of Marking Period 11/02 (K-8)
11	Oct. 29-Nov. 2	5	5	
12	Nov. 5-9	5	5	
13	12-16	5	5	
14	19-23	3	3	Thanksgiving
15	26-30			Recess 11/22-23
14	Dec. 3-7	5	5	
15	Dec. 10-14	5	5	
16	17-21	5	5	
17	24-28	0	0	
18	Dec. 31-Jan 4	0	0	Christmas 12/24 12/14-28
19	Jan 7-11	5	5	
20	14-18	5	5	End of Marking Period (K-8)
21	21-25	4	4	Martin L. King Birthday Holiday
22	Jan. 28-Feb. 1	5	5	
23	Feb 4-8	5	5	
24	11-15	5	5	
25	18-22	0	0	Winter Break 2/18-22
26	Feb. 25-Mar. 1	5	5	
27	Mar. 4-8	5	5	
28	11-15	5	5	
29	18-22	5	5	
30	25-29	4	4	End of Marking Good Friday 3/29
31	Apr. 1-5	0	0	Spring Break
32	8-12	5	5	
33	15-19	5	5	
34	22-26	5	5	

1990-91 Calendar

35	Apr.	29-May 3	5	5
36	May.	6-10	5	5
37		13-17	5	5
38		20-24	5	5
39		27-31	4	4
40	Jun.	3-7	5	5
41		10-14	5	5
42		17-21	2	0
			----	----
			188	182

Memorial Day 5/27

1                    2  
 Last Day for Food  
 Service 6/13/91

Last Day for  
 Paraprofessional  
 6/18/91

PARAPROFESSIONAL CALENDAR (College)  
1990-91

<u>Week</u>	<u>Date</u>	<u>Para-Pro</u> <u>Days</u>	
1	Aug. 20-24	5	42-week Report
2	27-31	5	
3	Sep. 3-7	4	Labor Day 09/03
4	10-14	5	
5	17-21	5	
6	24-28	5	
7	Oct 1-5	5	
8	8-12	5	
9	15-19	5	
10	22-26	5	
11	Oct 29-Nov 2	5	
12	Nov 5-9	5	
13	12-16	5	
14	19-23	3	Thanksgiving 11/22-23
15	Nov 26-30	5	
16	Dec 3-7	5	
17	10-14	5	
18	17-21	3	Christmas 12/20
19	24-28	0	Christmas Recess
20	Dec 31-Jan 4	0	12/24/90 01/04/91
21	Jan 7-11	5	
22	14-18	5	
23	21-25	4	M. L. King Birthday Observed
24	Jan 28-Feb 1	5	
25	Feb 5-8	5	
26	11-15	5	
27	18-22	5	Winter Break
28	Feb 25-Mar 1	5	
29	Mar 4-8	5	
30	11-15	5	
31	18-22	0	
32	25-29	4	Good Friday 03/29
33	Apr 1-5	0	
34	8-12	5	
35	15-19	5	
36	22-26	5	
37	Apr 29-May 3	5	
38	May 6-10	5	
39	13-17	5	
40	20-24	5	Commencement
41	27-31	4	05/25/91 Memorial Day
		<u>182</u>	



PARAPROFESSIONAL/FOOD SERVICE CALENDAR  
FOR 1991-92

<u>Week</u>	<u>Date</u>	<u>Parapro- Days</u>	<u>Food Serv. Days</u>	
1	AUG 19-23	3	0	STUDENTS REPORT
2	26-30	4	4	AUG 27, NO CLASS AUG 30
3	SEPT 2- 6	4	4	LABOR DAY SEP 4
4	9-13	5	5	
5	16-20	5	5	
6	23-27	5	5	
7	SEPT30-OCT 4	5	5	
8	OCT 7-11	5	5	
9	14-18	5	5	
10	21-25	5	5	
11	OCT 28-NOV 1	5	5	
12	NOV 4- 8	5	5	
13	11-15	5	5	
14	18-22	5	5	
15	25-29	3	3	THANKSGIVING NOV 28-29
16	DEC 2- 6	5	5	
17	9-13	5	5	
18	16-20	5	5	
19	23-27	0	0	CHRISTMAS 23-27
20	DEC 30-JAN 3	0	0	C H R I S T M A S JAN 3
DEC30-				
21	JAN 6-10	5	5	
22	13-17	5	5	
23	20-24	4	4	ML KING B-DAY JAN 20
24	27-31	5	5	
25	FEB 3- 7	5	5	
26	10-14	5	5	
27	17-21	0	0	WINTER BREAK FEB 17-21
28	24-28	5	5	
29	MAR 2- 6	5	5	
30	9-13	5	5	
31	16-20	5	5	
32	23-27	5	5	
33	MAR 30-APR 3	5	5	
34	6-10	5	5	
35	13-17	4	4	GOOD FRIDAY 17
36	20-24	0	0	SPRING BREAK APR 20-24
37	APR 27-MAY 1	5	5	
38	MAY 4- 8	5	5	
39	11-15	5	5	

40		18-22	5	5	
41		25-29	4	4	MEMORIAL DAY 25
42	JUN	1- 5	5	5	
43		8-12	5	4	LAST DAY FOR FOOD SERVICE 11
44		15-19	2	0	LAST DAY FOR PARAPRO 16
			188	182	

IN THE EVENT THE STUDENT SCHEDULE OF CLASSES IS CHANGED THE CALENDAR ABOVE WILL BE SUBJECT TO CHANGE AND SUCH CHANGES WILL BE NEGOTIATED WITH THE UNION.

SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
PARAPROFESSIONAL SALARY SCHEDULES

1989-90

COLLEGE CREDIT HOURS	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0-9 hours	A	\$5.07	5.70	6.31	6.96	7.60	8.25
10-29 hours	B	5.51	6.18	6.86	7.53	8.20	8.89
30-59 hours	C	5.95	6.62	7.27	7.93	8.59	9.28
Associate and Parent Consultant	D	6.42	7.07	7.69	8.34	8.96	9.61

1990 - 1991

COLLEGE CREDIT HOURS	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0-9 hours	A	\$5.32	5.99	6.63	7.31	7.98	8.66
10-29 hours	B	5.79	6.49	7.20	7.91	8.61	9.34
30-59 hours	C	6.25	6.95	7.63	8.33	9.02	9.74
Associate/ and Parent Consultant	D	6.74	7.42	8.08	8.76	9.41	10.09

1991 - 1992

COLLEGE CREDIT HOURS	Class	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
0-9 hours	A	\$5.53	6.23	6.90	7.60	8.30	9.01
10-29 hours	B	6.02	6.75	7.49	8.23	8.96	9.71
30-59 hours	C	6.50	7.23	7.94	8.66	9.38	10.13
associate/ and parent consultant	D	7.01	7.72	8.40	9.11	9.79	10.49

**SCHOOL DISTRICT OF THE CITY OF HIGHLAND PARK  
FOOD SERVICE SALARY SCHEDULES**

**1990-1991**

JOB TITLE	Class.	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Cook Mgr. High Sch.	1	\$8.29	8.50	8.76	9.02	9.40	9.59
Cook Mgr. Elem. Sch.	2	8.15	8.44	8.66	8.96	9.35	9.45
Cook Asst.	3	7.20	7.41	7.68	7.94	8.22	8.51
Gen. Asst.	4	6.83	7.04	7.30	7.55	7.79	8.08
Receiving Kitchen Supv	5	6.14	6.37	6.61	6.87	7.13	7.35
Food Serv.	6	5.82	6.08	6.27	6.52	6.75	6.97

**1991-1992**

Cook Mgr. High Sch.	1	\$8.62	8.84	9.11	9.38	9.78	9.97
Cook Mgr. Elem. Sch.	2	8.48	8.78	9.01	9.32	9.72	9.83
Cook Asst.	3	7.49	7.71	7.99	8.26	8.55	8.85
Gen. Asst.	4	7.10	7.32	7.59	7.85	8.10	8.40
Receiving Kitchen Supv	5	6.39	6.63	6.88	7.15	7.42	7.64
Food Serv.	6	6.05	6.32	6.52	6.78	7.02	7.25

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