

6/30/94

AGREEMENT

BETWEEN

BOARD OF EDUCATION  
INTERMEDIATE SCHOOL DISTRICT  
ST. CLAIR COUNTY

and

LOCAL 516-M  
SERVICE EMPLOYEES INTERNATIONAL UNION  
AFL - CIO

PARAPROFESSIONALS

July 01, 1991  
through  
June 30, 1994

*St. Clair County Intermediate School District*

## TABLE OF CONTENTS

	Page
WITNESSETH	4
ARTICLE I Recognition	4
ARTICLE II Union Security	5
ARTICLE III Payroll Deductions - Union Dues	5
ARTICLE IV Representation	6
ARTICLE V Job Status & Function of Union Officers	6
ARTICLE VI Grievance Procedures	7
Section A Definitions	7
Section B Purpose	7
Section C Structure	7
Section D Procedure	8
Section E Rights to Representation	9
Section F Miscellaneous	9
ARTICLE VII Seniority	10
ARTICLE VIII Hours of Work	11
ARTICLE IX Compensation	12
ARTICLE X School Calendar	12A
ARTICLE XI Leave of Absence	13
Section 1 Unpaid Leaves	13
Section 2 Maternity Leaves	13
Section 3 Short Term Leaves	14
ARTICLE XII Sick Leave	15
Section 1 Accrued Sick Leave	15
Section 2 Sick Pay Retirement/Death Benefit	15
Section 3 Family Illness/Dr. & Dentist Appts.	16
Section 4 Leave Bank Balance	16
ARTICLE XIII Insurance	16
Section 1 Medical Insurance	16
Section 2 Life Insurance	17
Section 3 Dental Insurance	17
Section 4 Vision Care Insurance	17
Section 5 Optional Payment	17

TABLE OF CONTENTS  
-continued-

ARTICLE XIV	General Provisions	Page 17
Section 1	Bulletin Board	17
Section 2	Number of Pays	17
Section 3	Jury Duty	17
Section 4	Hazardous Working Conditions	17
Section 5	Clothing Allowance	18
Section 6	Performance Evaluation	18
Section 7	Personnel Files	18
Section 8	Discipline & Dismissal	19
Section 9	Maintenance of Order	19
	<u>Schedule A</u>	
Section 1	Wage Scale	20
Section 2	Years of Service Bonus	20
Section 3	Substitute Teacher Bonus	20
ARTICLE XV	Term of Agreement	21

PARAPROFESSIONAL GROUP

AGREEMENT

This agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1991 by and between the Board of Education of the Intermediate School District of St. Clair County, Michigan, hereinafter called the "Board" and Local 516M, Service Employees International Union, AFL-CIO, hereinafter called the "Union".

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The purpose of the District and the Bargaining Unit in entering into this labor agreement is to set forth their agreement so as to promote harmonious and peaceful relations between the District and the Bargaining Unit which will serve the best interests of all concerned.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

ARTICLE I - RECOGNITION

Section 1

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed full and part-time paraprofessionals, but not to include cooks, cook-drivers, programs assistants, drivers, driver aides, or curriculum aides. For the purpose of this section, a part-time paraprop is one who is employed fifteen (15) hours or less per week.

Section 2

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement.

Article I, continued

Section 3

Beginning in 1982-83, in those cases where the Board reduces the number of hours of employment for existing paraprofessionals, medical insurances will be maintained as outlined elsewhere in this agreement, providing that coverage is approved by the Board's carrier. In no event, however, shall deviation be requested for any paraprofessional whose work week is reduced to fewer than 15 hours nor for any paraprofessional who has comparable medical insurance available through another source.

It is expressly understood that new hires beginning on or after September 1982 and working less than 18 hours per week will not be eligible for medical insurances as outlined elsewhere in this agreement.

ARTICLE II - UNION SECURITY

Section 1

Employees covered by this agreement at the time it becomes effective, and who are members of the Union at that time shall, as a condition of continued employment, continue membership in the Union for the duration of this agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

Section 2

All future regularly employed full and part-time paraprofessionals, but not including cooks, cook-drivers, program assistants, drivers, driver-aides, or curriculum aides as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments. This requirement becomes effective after 31 calendar days of employment.

Section 3

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Sections 1, 2, and 3, of Article II of this agreement.

ARTICLE III - PAYROLL DEDUCTION

Section 1

The payroll deduction of membership dues and non-member assessments, excluding initiation fees and other assessments of the Union, shall be made from the first two pays of each month from September through June - one-half of the deduction from each of the two pays. The Union agrees to supply the business office with properly signed voluntary deduction cards, which state the monthly amount of dues or assessment. As changes occur, the Union shall notify the business office and submit a properly signed voluntary deduction

Article III. continued

card, if appropriate. The amount deducted from employees shall be forwarded to the Union within ten (10) working days from the date of the second pay. The business office will supply the Union with a listing of the deductions and send the listing with the check to the Union.

Section 2

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section 1 of Article III of this agreement.

ARTICLE IV - REPRESENTATION

Section 1

All employees who are covered by this agreement shall be represented by one (1) steward or one (1) alternate for the purpose of processing formal grievances.

Section 2

It is agreed that formal grievances will be processed only at times that students are not in session and only with the approval of the stewards or alternates coordinator.

ARTICLE V - JOB STATUS & FUNCTION OF UNION OFFICERS

Section 1

The steward or alternate shall be paid by the Board for time spent in the processing of formal grievances arising out of this agreement during their regularly scheduled working hours at their regularly scheduled rate of pay, providing that such processing is done at times when students are not in session. Should the Superintendent or his designee request processing of formal grievances outside of normal working hours, the Union steward or his alternate, will be paid his/her regularly scheduled rate of pay for the time involved in excess of regularly scheduled working hours.

Section 2

The steward or alternate may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible with the building principal. Such time is to be taken without pay.

Section 3

The names of the steward and alternate shall be given in writing to the Superintendent and no steward or alternate shall function as such until the Superintendent has been advised of their selection, in writing, by the officers of the Local Union. Any changes in steward or alternate shall be reported to the Superintendent, in writing, as soon as practicable.

Article V, continued

Section 4

Executive officers of the International Union or their representatives duly authorized to represent the Union, and/or the president of the Local Union, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages, and other terms and conditions of employment at any time. If the president of the Local Union works for the Employer, they may attend any meetings with the Employer relative to hours, wages and other terms and conditions of employment and will be paid their regular rate for time spent in such meetings, for the hours they would have otherwise worked. Such meetings are to be held when students are not in session.

Section 5

Any steward or alternate having an individual grievance in connection with their own work may ask for the other to assist them in adjusting the grievance.

ARTICLE VI - GRIEVANCE PROCEDURES

Section A - Definition

Subsection 1:

A "Grievance" is a complaint by a parapro in the Bargaining Unit, or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement.

Subsection 2:

The "Aggrieved person" is the parapro(s) making the claim.

Subsection 3:

The term paraprofessional includes any individual or group of individuals who are members of the Bargaining Unit covered by this contract.

Subsection 4:

"A party in interest" is the person or persons who might be required to take action or against who action might be taken in order to resolve the grievance complaint.

Subsection 5:

The term "days" shall mean school days.

Section B - Purpose

Subsection 1:

The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance.

Subsection 2:

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section C - Structure

Subsection 1:

At the informal level, the concern or grievance should be discussed with individuals in the following order: 1) immediate supervisor, 2) coordinator, 3) building principal, 4) superintendent.

Article VI, continued

Subsection 2:

When a formal grievance is filed, it should be presented to the principal who shall be the administrative representative. The principal must respond to the grievance, in writing, within five (5) working days.

Section D - Procedure

Subsection 1 - Informal Step:

A parapro with a problem shall start discussion with the individuals listed in C-1 and in that order within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.

Subsection 2 - Formal Step:

1. If the parapro is not satisfied with the informal discussion, the parapro and/or steward shall place the grievance in writing and present it to the principal within five (5) days following the informal conference.
2. The parapro may again meet with his supervisor and discuss the matter, alone or together with his steward.
3. A written and signed disposition of the grievance shall be made within five (5) days by the principal.
4. In the event the aggrieved person is not satisfied with the written disposition of his grievance at level one, the Union shall within ten (10) additional days, file the grievance with the Superintendent.
5. Within ten (10) days after receipt of the grievance by the Superintendent, he shall meet with the Union representatives and discuss the matter. The Superintendent shall render a discussion in writing within ten (10) days of such meeting.
6. If the Union is not satisfied with the disposition of the grievance at level two, the Union shall, within ten (10) days from the receipt of the decision by the Superintendent refer the grievance in writing to the Board via the Superintendent.
7. The Board shall meet with the Union president, the Union steward and the parties to the grievance for the purpose of arriving at a decision to the grievance.
8. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

Subsection 3 - Arbitration:

1. If the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Employer and Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. He shall deal only with the grievance or grievances which occasioned his appointment.

Article VI. continued

3. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear their own expense in connection therewith.
4. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Section E - Right to Representation

Subsection 1:

Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.

Subsection 2:

The Union shall have the right to be present and to state its views at the adjustment of the grievance.

Section F - Miscellaneous

Subsection 1:

A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.

Subsection 2:

Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.

Subsection 3:

No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

Subsection 4:

No document, communication, or record dealing with a grievance shall be filed in the personnel file of the paraprofessional.

Subsection 5:

All information and records pertaining to the grievance shall be made available to the Board and Union upon written request.

Subsection 6:

Failure of the aggrieved person or Union to comply with the foregoing procedure cancels the grievance.

Subsection 7:

Formal grievance shall be processed outside of regular classroom hours, but on paid employer time, unless mutually agreed to by all parties. Grievance hearings shall be scheduled at a time convenient to all concerned parties and their representatives.

Subsection 8:

The time requirements herein specified are deemed to be of the essence in this article and may be modified only by mutual consent of the parties.

Subsection 9:

Forms for filing and processing grievances shall be designed by the Superintendent and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

Article VI, continued

Subsection 10:

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VII - SENIORITY

Section 1

Existing Bargaining Unit members shall be placed on a seniority list based upon the last date of continuous employment by the Board.

Section 2

New employees will be considered as probationary employees until they have been employed for sixty (60) consecutive calendar days. Employees shall receive the full benefits of this Agreement after thirty (30) consecutive calendar days from the date of the last hire except that such employees shall have no right to file a grievance protesting their discharge until after sixty (60) consecutive calendar days of employment determined from the date of last hire.

Section 3

When an employee acquires seniority, their name shall be placed on the seniority list. An up-to-date master seniority list will be provided by the Employer and posted for employee inspection.

Section 4

All layoffs and recalls shall be at the discretion of the administration, except in the case when two, or more, paraprofessionals are employed in one program. In that case, layoffs and recalls will be based on seniority.

Section 5

Seniority or continuous service shall be broken by:

- a) Voluntarily quitting the service of the Board.
- b) Discharge of the Bargaining Unit member which is upheld if later taken through the grievance procedure.

Section 6

Non-bargaining unit employees other than probationary employees and substitutes shall not be permitted to perform work within the Bargaining Unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees. Nothing contained in this section is to be construed as limiting the use of volunteers in the Tech Center. Volunteers shall not take the place of existing full or part-time paraprofessionals.

Section 7

When opportunities become available which require the use of paraprofessionals in extended week, day, or year employment, they will be offered first to the paraprofessional currently serving in the designated

Article VII, continued

program. Should two or more paraprofessionals apply for a single opening and be determined to be equally qualified, the opening will go to the most senior paraprofessional. Paraprofessionals accepting extended day, week, or year positions will be paid their negotiated hourly rate only for hours actually worked. In the case of extended day, week, or year employment, the paraprofessional waives the right to overtime pay except under condition of law as prescribed in the preamble of this agreement. The Union also recognizes the right of the District to withhold the extension of fringe benefits into extended day, week, or year employment.

ARTICLE VIII - HOURS OR WORK

Section 1

Members of the Bargaining Unit will work in accordance with the school calendar adopted annually by the Board. In no event will bargaining unit members be required to work any days or hours not required of the teachers of the district without being paid as agreed elsewhere in this contract.

Section 2

Each Bargaining Unit member will be assured of a 45 minute lunch break free from students and included within the regular work day.

Section 3

"It is recognized that during the course of the school year, classes may be cancelled at the discretion of the District due to conditions beyond the control of the District, such as, by way of example, severe storms, fires, epidemics or health conditions as defined by the city, county or state health authorities. Any such days of pupil instruction shall be made up if so determined by the Superintendent. Any such days made up shall be without additional compensation."

The purpose of this section is to provide for procedures to cancel and re-schedule such days of instruction. In any instance where classes are cancelled prior to the start of school due to conditions beyond the control of the District, paraprofessionals will be dismissed concurrently with teachers.

In the event school is cancelled after the normal school starting time, the Unit members will be paid for all hours worked prior to cancellation, if the District fails to meet the daily state aid requirements, i.e., currently 70% attendance for 1/2 day. This additional time will not be considered part of the Unit members duty days.

If the day is to be made up, the president of the association shall meet with the Superintendent, or his designee, as soon as practical but not later than five (5) working days after cancellation of such school days for the purpose of discussing, in "good faith", adjustments to the school calendar to make up such days. If said parties are unable to reach agreement on calendar adjustments within five (5) working days of said meeting the Board shall,

Article VIII. continued

at its next meeting, whether regular or special, determine the dates upon which said days of instruction shall be made up. In the event there is insufficient time to conduct such meetings, or the Board determines the dates, the make up days shall be held on the week day(s) immediately following the last day of pupil instruction.

Example: If the calendar ending dates were:

Thursday, June 12

Last student day and a school day was cancelled, as described above.

The calendar would be changed to:

Friday, June 13 - last student day.

Section 4

If requested to work by the administration, a paraprofessional will be paid one and one-half (1-1/2) regular rate for any hours in excess of seven (7) in any day, or thirty-five in any week.

Section 5 - Enterprise Assistants

Enterprise assistants shall not be used to perform any of the duties routinely performed by members of the paraprofessional Bargaining Unit. Paraprofessional duties are promulgated by administration and include, but shall not be limited to, assisting students belonging to special populations with math and communication skills, providing reinforcement of technical skills, and providing personal support, along with other related responsibilities. The duties of Enterprise assistants are also promulgated by administration and include helping students acquire entrepreneurship and basic business skills and related Enterprise activities.

ARTICLE IX - COMPENSATION

Section 1

The wages of employees covered by this agreement are as set forth in schedule "A" which is attached to and incorporated in this agreement.

Section 2

Paraprofessionals shall be granted 9 paid holidays. These holidays shall be Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, Friday after Thanksgiving, Easter Monday, Good Friday and Memorial Day.

Beginning in 1982-83, any paraprofessionals who worked full-time the previous years and whose work week was reduced by Board action shall be entitled to all paid holidays indicated above.

It is expressly understood that new hires, beginning on or after September 1982, and working less than 18 hours per week shall not be eligible for these paid holidays.

ST. CLAIR I.S.D. SCHOOL CALENDAR  
1991-1992

FIRST SEMESTER

New Teacher Orientation	August 28, 1991
All Teachers Report	August 29, 1991
TEC Staff/Woodland Staff & Students	September 3, 1991
Classes begin for TEC Students	September 4, 1991
Non Student Workday	November 15, 1991
Classes End at Close of School Day for Thanksgiving Recess	November 27, 1991
Classes Resume	December 2, 1991
Classes End at Close of School Day for Christmas Recess	December 20, 1991
Classes Resume	January 6, 1992
Teacher's Record Day	January 24, 1992

SECOND SEMESTER

Classes Begin	January 27, 1992
Classes End at Close of School Day for Mid Winter Break	February 27, 1992
Classes Resume	March 3, 1992
Classes End at Close of School Day for Easter Recess	April 16, 1992
Classes Resume	April 27, 1992
Memorial Day Recess	May 25, 1992
Woodland Last Student Day	June 11, 1992
All Staff/TEC Last Student Day	June 12, 1992

SCHEDULE

180 Student Contact Days  
5 Non-Student Work Days (includes 2 1/2 days)

Sept 2 Labor Day  
Nov. 28 Thanksgiving  
Dec. 23 Christmas  
Jan. 6 Classes Resume  
Apr. 17 Spring Break  
Apr. 27 Classes Resume  
May 25 Memorial Day  
June 12 Last Day

08/13/91

Article IX, continued

Section 3

Paraprofessionals shall be paid compensatory time for approved involvement or sponsorships of student activities which require work beyond the school day or thirty (30) hours in any week. Prior written approval of the building principal is required and compensatory time must be taken with administrative approval. All comp time shall be used in accordance with the Fair Labor Standards Act.

ARTICLE XI - LEAVES OF ABSENCE

All leaves of absence in Article XI are without loss of seniority except as otherwise noted.

Section 1 - Unpaid Leaves

Upon application by the employee to the employer, unpaid leaves shall be granted for justifiable reasons. Personal leaves of absence shall not exceed twenty-four (24) months. Seniority will not accumulate during the leave period. Leaves of personal absence may be extended upon written application of the employee and upon written approval of the superintendent. The total leave period including any extensions will not exceed twenty-four (24) months. Disposition of all requests for leaves of absence and extensions thereof shall be in writing. All leaves are without pay and benefits. However, employees shall have the option of continuing medical and insurance coverages at his/her own expense through the District's group plan if the insurance carrier will allow. All leave requests must be submitted by April 1 of the year prior to the leave. In the case of an emergency, as determined by the superintendent, this time line may be waived. It is understood that a Bargaining Unit member returning from leave must have sufficient seniority to replace the Bargaining Unit member who has filled the position during the leave period.

Section 2 - Maternity Leaves

A request for maternity leave of absence shall be made within a reasonable time period after the paraprofessional determines she is pregnant. She may continue employment until the anticipated birth of her child, subject to obtaining a doctor's written statement that she is physically able to continue her employment. In the event that the District questions her medical ability to continue her duties, it may require an updated statement from her doctor that she continues to remain able to discharge her duties.

- a) In cases where performance of the paraprofessional's responsibilities would adversely affect her or the District, she will be allowed an earlier beginning date for the leave.
- b) Paraprofessionals are encouraged to begin maternity leave of absences at the beginning of a semester where possible.
- c) The maternity leave of absence shall be for up to one year from the date of commencement of leave. The paraprofessional to be taking a maternity leave who desires to return to work shall indicate in writing prior to the birth of her child an interest to return to work within

Article XI. continued

- sixty (60) days following the birth of her child. If she does so, she will be returned to the same or a comparable position.
- d) If the paraprofessional does not indicate her desire to return to work prior to the birth of her child, or in the event that she requests an extension of the sixty-day maternity leave, she shall give sixty (60) days notice of her intent to return to duty and will be returned to the same or similar position at the beginning of the next semester following receipt of notice.
  - e) Maternity leave shall be an unpaid leave of absence. Seniority shall accrue during the initial sixty-day leave period and for an extended leave up to one year from commencement of leave. In all instances return to duty shall be supported by a physician's statement indicating that the paraprofessional is capable of returning to the assigned duties. Fringe benefits shall be maintained throughout the initial sixty (60) day period. The District will permit a paraprofessional on extended (i.e. over sixty (60) days) maternity leave to continue fringe benefits at the paraprofessional's expense, at the District's cost, on a payment schedule to be determined by the business office.
  - f) In addition to the above provisions for unpaid maternity leave, a pregnant paraprofessional shall have the right, if she so desires, to receive sick leave benefits for the period of time that her doctor certifies that she is temporarily disabled and is not able to work. The Board shall assume all costs of confirming such certification by a Board appointed doctor. It is expressly understood that this shall not include normal child care.
  - g) Paraprofessionals on leave retain all rights and privileges of the Union, except as specifically limited by the type of leave they are on.

Section 3 - Short Term Leaves

The employee will be allowed annually the following time off with pay subject to stated limitations:

- a) Death in the immediate family - maximum of five (5) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, and sister-in-law.
- b) Any absence for other than the immediate family requires approval of the Superintendent, and if approved, will be deducted from accumulated sick leave.
- c) Three (3) days for critical illness in the immediate family or to make arrangements for medical or nursing care for an emergency illness in the immediate family. However, the Superintendent may require verification of the need. The absence will be charged against accumulated sick time.
- d) Two (2) personal business days annually will be granted. The first day to be paid by the Board, the second to be charged against accumulated sick time. The Bargaining Unit member using personal business days shall give appropriate notice to the principal to assure adequate coverage of the classroom. Personal business days are not to be used

Article XI, continued

to extend holidays, or other time off, or used for leisure time activities. Personal days must be for that activity that cannot be scheduled outside of work hours. Part-time paraprofessionals shall receive one-half (1/2) of this allocation.

- e) All leaves in Section 3 are without loss of seniority.
- f) Paraprofessionals shall be granted, upon request, up to two (2) weeks of child care leave to be taken without pay and without loss of accumulated sick days provided that such leave must be taken during the first six (6) weeks of birth of the paraprofessional's child and there may be only one (1) leave per birth. As much notice as possible is to be given to the administration by the paraprofessional requesting such leave.

Section 4

Employees elected or appointed to Union or public office may be granted leaves in excess of twenty-four (24) months. Leaves so granted, will be taken without pay or benefits. Seniority shall not accumulate during the leave period.

Section 5

If a paraprofessional is laid off and later recalled within a two (2) year period, they shall retain the seniority and accrued sick days already earned at the time of lay-off.

Section 6

Military leave of absence shall be granted to any paraprofessional who shall be inducted or enlist for military duty in any branch of the armed forces of the United States. Upon return from such leave, the paraprofessional shall be placed in employment with the District according to the requirements of the Solders and Sailors Act. A military leave of absence shall be an unpaid leave of absence. Seniority shall accrue but no fringe benefits shall be paid.

ARTICLE XII - SICK LEAVE

Section 1 - Accrued Sick Leave

Sick leave shall accrue at the rate of one and one-half (1-1/2) days per month of active employment during the terms of this agreement. Unused sick leave shall be accumulated to two hundred (200) days. Part-time paraprofessionals are entitled to one-half (1/2) the above allocation. Sick days will only be granted and may only be used as they accrue and, therefore, may not be used in advance.

Section 2 - Sick Pay Retirement/Death Benefit

Upon retirement or death, employee or beneficiary shall be paid for all accumulated sick leave at their current rate of pay. Such payment shall not exceed \$900.

Article XII, continued

Retirement shall be defined as an employee retiring under the provisions of the Michigan School Employees Retirement Program.

Section 3 - Family Illness/Dr. & Dentist Appointments

Sick leave is for the employee only, however, up to six (6) days of sick leave each year may be taken because of illness in the immediate family and for doctor or dental appointments which cannot be scheduled outside of working hours. A minimum of 1/2 day shall be charged for each appointment which causes a paraprofessional to be absent from class. Part-time paraprofessionals are entitled to one-half (1/2) of above allocation.

Section 4 - Leave Bank Balance

Each September all paraprofessionals covered by this contract will be notified of the number of days accumulated in his/her sick leave bank.

ARTICLE XIII - INSURANCE

Section 1 - Medical Insurance

For the three years of this contract, in lieu of Messa SuperCare I, the Board agrees to provide medical and surgical insurance for any Bargaining Unit member who is not otherwise covered, through SET/SEG with a \$5.00 prescription co-pay. The Board agrees to refund all premium deductions for health insurance deducted since June 1991.

All Bargaining Unit members must assume the responsibility for any increased cost in health premiums beyond the 1993/94 insurance year. The Board's base premium shall not exceed the Board base premium for the 1993/94 insurance year. In the event the health insurance premium effective July 1, 1994 exceeds the Board's base premium for the 1993/94 insurance year, determined by the premium effective July 1, 1993, Bargaining Unit members shall be responsible for the increased premium costs. Costs are to be paid by payroll deduction starting in June, 1994.

Section 2 - Life Insurance

Bargaining unit members shall be provided group level term life insurance in the amount of \$15,000 each year during the term of this agreement. Carrier to be named by the Board.

Section 3 - Dental Insurance

For each year during the term of this agreement, the Board shall provide an 80/80/60 dental plan or equivalent with an adult ortho rider. Carrier to be named by the Board.

Article XIII. continued

Section 4 - Vision Care Insurance

For each year during the term of this agreement, the Board will provide vision care insurance equivalent to MESSA Plan VSP. Carrier to be named by the Board.

For 1991/92, the Board will pay \$55 to offset the cost of prescription safety glasses for all paraprofessionals who require them. For 1992/93 the allowance will be \$60, and for 1993/94, the allowance will be \$65. For the purposes of this section safety glasses shall be defined as lenses and frames with side shields designed for industrial exposure.

Section 5 - Optional Payment

On December 1, following the period during which they decline coverage, the Board will pay to any paraprofessional who, in writing, has declined the District's health insurance coverage a cash payment of \$1,500. Any paraprofessional who declines the district's coverage for a portion of the calendar year shall receive 1/12 of the \$1,500 annual payment made in December, for each month the paraprofessional is off the school district's coverage. In order to qualify for said \$1,500 annual payment or any prorated portion thereof, the parapro must decline the school district's health insurance coverage, in writing and certify, in writing, they have health insurance coverage elsewhere.

ARTICLE XIV - GENERAL PROVISIONS

Section 1 - Bulletin Board

Bulletin boards will be provided for exclusive use of the Bargaining Unit. The Bargaining Unit agrees that the board will be used for legitimate Bargaining Unit activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on the board.

Section 2 - Number of Pays

The Board agrees that once each year, a Bargaining Unit member may choose between 21 and 26 equal pays.

Section 3 - Jury Duty

If an employee covered by this agreement is called for jury duty, the Board agrees to continue paying the employee for lost work time. The employee agrees to submit the check received for jury duty to the Board.

Section 4 - Hazardous Working Conditions

If any member of the Bargaining Unit feels that they are asked to perform duties which may be hazardous to their health, they are required to make their supervisor aware of the problem. Every effort will be made to alter the condition or to work out a transfer of the employee to another assignment. Mail boxes will be provided for use of the Bargaining Unit.

Article XIV. continued

Section 5 - Clothing Allowance

The Board will provide each paraprofessional who desires them, two (2) shop coats of good quality each year. If the paraprofessional chooses to accept the coats, they shall be worn. In the event that uniforms are required of paraprofessionals in any other instructional area the Board will provide up to \$60 reimbursement to the paraprofessional to offset the cost of same.

Section 6 - Performance Evaluation

Every effort will be made to appraise the paraprofessional of their responsibilities to their students and the District. Each paraprofessional will be provided with a copy of the current evaluation form which applies to the position by upon which they will be evaluated.

All paraprofessionals will be periodically evaluated to determine whether or not they have obtained a satisfactory level of performance and to determine if contractual obligations are being fulfilled. The evaluations shall be completed by the coordinator or the administrative designee who is familiar with the program being evaluated. No paraprofessional will be required to evaluate or be evaluated by another paraprofessional, enterprise aide, or teacher, either formally or informally. All evaluations shall be done openly and with full knowledge of the paraprofessional. Evaluation shall be reviewed with the paraprofessional.

The administrator shall prepare a written evaluation of performance at least once a year. If the administrator feels that the paraprofessional's performance should be improved, the administrator shall so indicate in specific terms the means by which the paraprofessional may improve performance. If a specific deficiency does not appear in a subsequent evaluation, it is assumed the deficiency is corrected.

A copy of the evaluation report will be presented to the paraprofessional, who will be required to affix his/her signature indicating only that he/she has been aware of the contents of the document.

Should any paraprofessional disagree with the evaluation he/she may attach to the document a personal response to the evaluation, which will then be placed on file in the official personnel record.

Section 7 - Personnel Files

There shall be only one official personnel file for each paraprofessional. Each paraprofessional shall have full access to and will, upon request, be provided duplicates of records kept in his/her personnel file, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment. Upon written authorization of the paraprofessional, a Union representative as designated by that paraprofessional, will have the same access to the paraprofessional's file. The only records which shall be kept in the paraprofessional's official personnel file shall be:

- 1) Professional credentials and letters of recommendation
- 2) All evaluation material

Article XIV. continued

- 3) Health records
- 4) Transcripts of college work
- 5) All material providing the basis for a disciplinary action or dismissal
- 6) Salary statement
- 7) Attendance record

No material shall be placed in the paraprofessional's personnel file unless a copy of the material has been supplied to the paraprofessional. The paraprofessional may submit a written notation regarding any material placed in the file and have such notation attached to the material in question. In the event the material placed in the paraprofessional's file is the basis for any disciplinary action and such action is challenged and not upheld, on other but procedural grounds, all materials supporting such action and the charges thereon, shall be removed from the paraprofessional's file.

In the event the paraprofessional is asked to sign for material placed in the paraprofessional's file and refuses within ten (10) working days to acknowledge receipt of the copies, the District may submit the material to the union representative who must then acknowledge receipt by signing within ten (10) working days. The paraprofessional, by signing, does not signify agreement with the material but acknowledges that he/she has been made aware of the contents.

Items to be placed in the paraprofessional's personnel file shall be brought to the attention of the individual no later than ten (10) working days of the event or knowledge of the event. Items which are beyond the ten (10) day limit may not be placed in the individual's personnel file and the occurrence or event shall be considered null and void.

Section 8 - Discipline & Dismissal

Subsection A

All disciplinary action shall be for just cause. The District agrees that it will notify the Union in writing of the reason for any disciplinary layoff or discharge and will also provide an opportunity for any employee laid off or discharged to contact his/her steward at a place in the premises designated by the District as soon as the parapro has left his/her department.

Subsection B

Any grievance involving a disciplinary layoff or discharge must be filed in writing with the Superintendent within two (2) working days of the notification of or taking of the disciplinary action, and shall be disposed of in accordance with the grievance procedure commencing with Article VI, Section D, Subsection 2, paragraph 4 of this agreement.

Section 9 - Maintenance of Order

It is mutually recognized that the maintenance of discipline is a function of the District or its administrative designees. Disciplinary action shall be for just cause.

SCHEDULE "A"

PARAPROFESSIONALS WAGE SCHEDULE

Section 1 - Wage Scale

For the 1991/92 school year, the paraprofessional wage schedule will increase by 5-1/2% retroactive to July 1, 1991; for 1992/93 it will increase by 3-1/2%; and for 1993/94, 4-1/2%.

	<u>5-1/2%</u> <u>1991/92</u>	<u>3-1/2%</u> <u>1992/93</u>	<u>4-1/2%</u> <u>1993/94</u>
Wage Scale 1	\$ 9.80/hr	\$10.14/hr	\$10.60/hr
Wage Scale 2	\$12.13/hr	12.55/hr	\$13.11/hr

Scale 1

Steno-Clerical, Merchandising, Data Processing, Accounting-Computing, Health Care, Food Management, Drafting/CAD.

Scale 2

Machine Trades, Welding, Building Construction, HVAC, Plastics, Auto Mechanics, Auto Body, Electronics, Small Engines/Marine Tech.

Section 2 - Years of Service Bonus

After three (3) years of service with the Intermediate School District as a paraprofessional, a member will be paid a 4% bonus on all hours worked after the third year of employment, exclusive of overtime, extended day, or extended year programs. The bonus shall increase to 6% after six (6) years and to 8% after nine (9) years. Payment shall be a lump sum and paid in June. Payment shall not effect the salary schedule.

Section 3 - Substitute Teacher Bonus

For the term of this agreement, if a teacher is absent and the paraprofessional(s) is requested by the administration to act as a substitute teacher, the paraprofessional(s) working in place of the absent teacher will assume the teacher's responsibilities and work the teacher's work day. A paraprofessional working in a teacher's position pursuant to this section shall receive a \$42 bonus for a full day's work and \$21 for a half (1/2) day's work. Students must be present in the class in order for a paraprofessional to be eligible for this bonus. Paraprofessionals who receive the bonus shall provide the observational data required of a substitute teacher.

ARTICLE XV - TERM OF AGREEMENT

Section 1

This agreement shall be effective from July 1, 1991 through June 30, 1994.

Section 2

Both parties agree that negotiations for renewal, extension or modification of this contract beyond June 30, 1994, will commence on or before May 30, 1994, but in no event prior to April 30, 1994.

IN WITNESS WHEREOF, we hereunto set our hands and seals, this 12th day of December, 1991

LOCAL 516-M SERVICE EMPLOYEE  
INTERNATIONAL UNION, AFL-CIO

INTERMEDIATE SCHOOL DISTRICT  
OF ST. CLAIR COUNTY

By William P. Herlihy

By Joseph A. Gaimi  
Joseph A. Gaimi, Superintendent

By Lyle Richards

By Kenneth J. Moore

By \_\_\_\_\_

