

MASTER AGREEMENT

BETWEEN

NORTHVILLE PUBLIC SCHOOLS

and

**THE NORTHVILLE FEDERATION
OF PARAPROFESSIONALS**

September 1, 1995 - August 31, 1998

Northville Public Schools



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**AGREEMENT BETWEEN THE NORTHVILLE PUBLIC SCHOOLS AND
THE NORTHVILLE FEDERATION OF PARAPROFESSIONALS**

September 1, 1995 - September 1, 1998

PREAMBLE

This Agreement is made by and between the Board of Education of the Northville Public Schools, hereinafter referred to as the "District," and the Northville Federation of Paraprofessionals hereinafter referred to as the "Union."

PURPOSE

The parties hereto recognize that the District is a unit of government engaged in the education of boys and girls; and that the District has obligations to the citizens, taxpayers and employees as well as to the State of Michigan, to operate efficiently, economically and prudently, and to maintain adequate and uninterrupted service to the public and the children therein. The District will expect that the Union will contribute through its abilities and experience and that of its individual members toward maintaining adequate and uninterrupted service to the District and the children therein.

It is the intent and the purpose of this Agreement to provide orderly collective bargaining relations between the District and the Union, to secure prompt and fair disposition of grievances, to eliminate interruptions of work and to improve and promote the most efficient and productive operation of the District. In consideration of this mutual understanding and the Agreement hereinafter set forth, it is mutually understood between said District and said Union as follows.

ARTICLE I: BARGAINING UNIT, UNION DUES CHECK-OFF, AGENCY SHOP

1.00 Bargaining Unit

The District recognizes the Union as the sole and exclusive bargaining representative for all full-time paraprofessionals employed in the Special Education Program servicing institutionalized students; excluding Lunchroom Supervisors, Library Assistants, Bus Aides, Assistants in the Regular Education K through 12 Program, Supervisors, Principals, Assistant Principals, confidential employees, and all other employees of the Northville Public Schools not included above.

1.01 Union Dues and Service Fees

A. Union Dues and Service Fees Check-Off

1. Check-Off

Upon filing with the District of the written authorization form for payroll deduction designated below, signed by the employee, the District agrees, 1 during the term of this Agreement and any extension or renewal thereof, to deduct bi-weekly Union membership dues or service fees from the pay of such employee in equal bi-weekly installments and to remit the sum within two (2) weeks following the deduction to the Treasurer of the Union. The form of the authorization shall be as follows:

2. Check-Off Form

Date: _____

**AUTHORIZATION FOR DEDUCTION OF THE
NORTHVILLE FEDERATION OF PARAPROFESSIONALS
MEMBERSHIP DUES AND SERVICE FEES**

I hereby authorize the Northville Public School District to deduct bi-weekly the sum of \$ _____, representing my (dues for membership in) (service fees to) (cross out one) the Northville Federation of Paraprofessionals, which sum is to be paid in full to the Treasurer of the Union. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice. I further authorize the Union Treasurer to change the amount of deduction for membership dues in the Union.

Pay Period Beginning _____

Signed _____

3. List and Assignments of Bargaining Unit Members

The District shall forward to the Union, within sixty (60) calendar days after the start of the school year a list of all employees within the bargaining unit. Membership dues shall be deducted within thirty (30) calendar days after the start of the school year.

4. Union Notification to the District

The Union agrees to give written notification to the District prior to the commencement of each school year stating the bi-weekly membership fee or service fee to be deducted during the school year.

5. Sufficient and Excessive Deductions

The District agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency or to deduct the insufficient amount from the next paycheck. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

B. Union Security

1. Agency Shop

In any academic year, failure of a bargaining unit employee to join the Union, or to pay a service fee in an amount of money no greater than the Union's regular and usual yearly dues by December 1, shall result, upon proper notification to the District, in the employee being suspended for a period of fifteen (15) days, during the academic year payment has not been made. This suspension shall not be subject to the grievance procedure. For present employees, such payment shall commence thirty-one (31) days following ratification of this Agreement and for new employees, the payment shall start thirty-one (31) days following their date of employment.

2. Save Harmless

The Union shall indemnify and save the District, District Administrators and Board of Education Members, harmless against any and all claims, demands, suits, judgments, damages other forms of liability or expense that may arise out of or by reason of action taken by the District for the purpose of complying with Sections A and B of this Article, including all court costs and reasonable legal fees of the District's counsel. The Union further agrees that if it shall fail to reimburse the District promptly upon demand for any of the aforesaid items, the District shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the District, until paid in full, thirty (30) percent of all membership dues and service fees collected by the District on behalf of the Union, pursuant to provisions of this Article.

ARTICLE II: UNION AND PARAPROFESSIONAL RIGHTS AND RESPONSIBILITIES

2.01 Bulletin Boards

The District shall allow the Union to use space on a bulletin board in each building owned or leased by the District for posting notices of Union recreational and social

affairs, Union elections and appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building supervisor.

2.02 Wearing of Insignias

Membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.

2.03 Use of Building Facilities

After providing appropriate notice to the District, the Union shall have the right to use a designated area of a building owned or leased by the District for the purpose of conducting Union meetings at reasonable hours before or after the paraprofessional work day. If the Union desires to meet at a time other than during the normal working hours of the building custodian, it shall pay any additional custodial costs incurred by the District.

2.04 Required Meeting During Working Hours

Employees who attend meetings, conferences, negotiations, hearings, etc. shall only be paid if required by the District to attend such meetings during their regular working hours.

2.05 Union Officials in School Buildings

Union employees or officials shall be permitted to transact Union business on school property after securing the permission of the building supervisor.

2.06 Mailboxes and Telephones

In buildings owned or leased by the District, the District agrees to make available to employees covered under this Agreement, mailboxes and a telephone, if available, for local calls only.

2.07 Union Mail

Mail from the Union shall be identified as such before it shall be put in the school mailboxes. With this exception, the Union shall have the right to distribute and place mail in the mailboxes. The District shall in no way be held liable for any loss or damage to the Union distributed mail.

2.08 Union Use of Equipment

The Union may use equipment owned by the District as provided below:

- A. All work will be done before or after working hours or at duty free times.

- B. The use of equipment must be requested of and approved by the building administrator or supervisor.
- C. The use of approved equipment is not to interfere with the instructional program or administrative needs.
- D. All work done will be in keeping with the purpose of this Agreement.
- E. The Union agrees to provide supplies and material used.
- F. The Union agrees to reimburse the District for the repair of such equipment as a result of damage due to negligence on the part of the Union.

2.09 Representation When Meeting With Administrators

Paraprofessionals shall, at their request, be entitled to the presence of a Union representative when said paraprofessional is called to meet with an administrator or supervisor, for the intended purpose of an official reprimand or disciplinary action regarding his/her performance. If a meeting is scheduled for such a purpose, the paraprofessional will be so informed beforehand. Normally expected evaluations of performance are excluded from this clause.

2.10 Equal Employment Opportunity

The parties recognize and agree that neither shall discriminate against any employee because of race, religion, color, creed, sex, age, national origin, political belief, disability, marital status or membership in, or association with the activities of the Union. However, an alleged violation of this Article shall not be subject to the grievance procedure beyond Step 3.

2.11 Special Conferences

Special conferences for important matters will be arranged between the Local President and designated representatives of the District upon request of either party. The date and time of the conference shall be mutually agreed upon, but both parties recognize the importance of holding important conferences as early as possible.

2.12 Personnel File

Paraprofessionals shall have the right to review their personnel file in the presence of the Superintendent or his designee. Upon their request, they may be accompanied by a Union representative. The paraprofessional shall have the right to answer any material filed and his/her answer shall be attached to the file copy. Records concerning whether a paraprofessional has filed a grievance shall not be kept in his/her personnel file but shall be kept separately.

After twenty-four (24) months, letters of reprimand will be placed in a sealed envelope in the employee's personnel file. These letters will not be used by the District unless there is a similar grievance, legal proceeding or reoccurrence of the same or a related disciplinary situation.

2.13 Information for Collective Bargaining and Contract Supervision

Upon the written request of the Union, the District shall provide available County Allocation Board budgets, the annual financial report, student membership and census data, relevant agreements and contracts with the County and State involving institutionalized special education program students, and other available information, statistics and records, not deemed confidential by the School District, necessary in order for the Union to properly negotiate agreements and to enforce the terms of this Agreement.

2.14 District Mail Service

Union notices, intended for all members of the bargaining unit and which are approved by the Executive Director of Special Education, shall be delivered to respective building Union representatives at time when other Central Office mail is distributed to a particular building.

2.15 Released Time

Upon the approval of the Director of Personnel or his/her designee, and on such terms and conditions as he/she may set, the President of the Union and/or his/her designee shall be permitted during working hours to attend grievance meetings and to conduct other business which relates to the enforcement of the terms and conditions of this Agreement.

2.16 Agenda and Minutes of the Board of Education Meetings

Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas.

2.17 Right to Consult with Administrator

Nothing in this contract shall be construed to prohibit any paraprofessional Union representative, or Union committee from consulting with administrative officials at mutually scheduled times.

2.18 Presentation of Instructional Material

Paraprofessionals shall be free to present instructional materials which their teacher and administrator consider pertinent to the subject and consistent with course

objectives. They shall also be entitled to freedom of discussion within the classroom on all matters which the paraprofessional and their teacher consider relevant to the subject under study, except where determined inappropriate by the Administrator.

2.19 Memos and Notices

Whenever the District issues a memo or notice of a general nature, the memo or notice shall be posted and the Union will be given a copy.

2.20 Employee Contracts

Any contract between the District and an individual employee within the bargaining unit shall be expressly subject to the terms and conditions of this Agreement.

2.21 Teaching Direction and Work Related Requests

It shall be the responsibility of the building administrator and/or classroom teacher to provide instruction, supervision, and direction to a paraprofessional regarding his/her duties and further, paraprofessionals are expected to comply with work related requests and to accept the teaching direction of the classroom teacher and building supervisor.

2.22 Responsibility to the District

The Union, recognizing its professional responsibilities, agrees to use its influence to encourage all paraprofessionals and the paraprofessionals agree to perform efficient work and service, to utilize their time and all equipment furnished by the District to the best of their advantage, to protect the District's property and interests, and to cooperate with the District and the employees in all departments in promoting the welfare of the District and improving its service.

2.23 Responsibility to Honor Board Policies and Administrative Regulations

It is the responsibility of the paraprofessionals covered under this Agreement to honor Board policies and administrative regulations. Paraprofessionals covered under this Agreement shall not assume administrative or supervisory authority.

2.24 Medical Report

Each paraprofessional must file with the Personnel Office a tuberculosis report from an acceptable agency in accordance with State regulations. All paraprofessionals shall be offered the opportunity to voluntarily receive the Hepatitis vaccine series at the District's expense provided that the paraprofessional agrees to have the vaccine administered at the Clinic, Hospital or site designated by the District. If the paraprofessional chooses to have their own doctor administer the vaccine, the District shall pay only that amount equal to the fee charged by the District's designated

provider. The paraprofessional must agree to receive the total vaccine series in order to be eligible. It shall be the responsibility of the paraprofessional to have the vaccine immunity checked thirty (30) days following the final series of inoculations. Any paraprofessional who does not observe the regulations regarding Hepatitis B Vaccination will be responsible to reimburse the District the cost of the vaccine. Those paraprofessionals choosing not to receive the vaccine must sign the "Refusal for Hepatitis B Immunization" form. A booster shot shall be administered at District expense after five years.

2.25 Intent to Terminate Employment

The paraprofessionals covered under this Agreement agree to notify the Personnel Office, in writing, as soon as possible of any intent to terminate employment with the District. It is recognized by the paraprofessionals that they have an ethical responsibility to notify the District of their resignation at least two weeks prior to their expected last day of employment.

2.26 Emergency Situation

For the protection of students, a sufficient number of paraprofessionals will be expected to remain on duty in the event of an emergency situation as determined by the Building Supervisor or his/her designee.

2.27 Absence from the Building

Paraprofessionals will not leave their buildings during working hours without the consent of their Building Supervisor or his/her designee.

2.28 Absenteeism and Tardiness

Absenteeism or tardiness shall be avoided whenever possible.

2.29 Supervision of Students

Paraprofessionals, as in the case with all instructional personnel, will assume an active role in supervising students throughout their work day.

ARTICLE III: DISTRICT RIGHTS

- 3.01 It is expressly agreed that all rights which ordinarily vest in and have been exercised by the District, except those which are clearly and expressly relinquished therein by the District, shall continue to vest exclusively in and be exercised exclusively by the District without prior negotiations with the Union either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the District's right to:

- A. The management and administrative control of the school system, its properties and facilities; the direction and assignment of work, including but not limited to the establishment and enforcement of District rules; to hire, promote, discharge, discipline, layoff and recall employees, schedule hours of work, and to maintain discipline and efficiency; establish the educational program, curriculum, organization and structure of the schools and the location of the schools; introduce new pedagogical innovations, textbooks and instructional materials; determine the prescribed courses of study and the means of providing a comprehensive program to the students.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the District, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific terms of this Agreement.

ARTICLE IV: GRIEVANCE PROCEDURE

4.01 Definition of Grievance

- A. A grievance is defined as an alleged violation, misapplication or misinterpretation of a specific Article and Section of this Agreement.
- B. The term "Paraprofessional" may include a group of Paraprofessionals who are similarly affected by a grievance.
- C. The term working days, when used in this Article, shall mean the 232 normally scheduled instructional days and teacher work days according to the school calendar as adopted by the School District.

4.02 Paraprofessional's Right to Present a Grievance

An individual paraprofessional shall have the right at any time to present his/her own grievance to the District and to have the grievance fully adjusted as long as the adjustment is not inconsistent with the terms of this Agreement, and the bargaining representative has been given the opportunity to be present at such adjustment. If the adjustment is in writing, the bargaining representative shall receive a copy.

4.03 Step 1 - Informal - To Building Supervisor

Any paraprofessional having a grievance shall within ten (10) working days after the occurrence of the alleged violation, or when the employee knew or should have

known of the occurrence of the alleged violation, but in no event more than twenty (20) working days after the occurrence of the alleged violation, first discuss this matter with their Building Supervisor. Such discussion shall take place during non-teaching hours or other mutually agreeable times, with the object of resolving it informally. The Supervisor shall give his decision to the paraprofessional within five (5) working days from the date of the informal discussion.

4.04 Step 2 - Formal - To Director of Personnel

If the grievance is not resolved in Step One, the paraprofessional and the Union may reduce the grievance to writing, and present the grievance to the Director of Personnel for his/her written answer. The written grievance shall be on a form attached to this Agreement, must be filed within five (5) working days after the date of the Supervisor's oral answer in Step One, and shall be signed and dated by the paraprofessional(s) and Union President, or his/her designee. The Director of Personnel shall give the paraprofessional an answer, in writing, no later than ten (10) working days after receipt of the written grievance.

4.05 Step 3 - To the Superintendent

If the grievance is not resolved in Step Two, the paraprofessional and Union may, within five (5) working days after the answer in Step Two, appeal the grievance to the Superintendent of Schools. The appeal shall be in writing and shall be signed by both the paraprofessional and the Union President or his/her designee.

4.06 Step 4 - Arbitration

If the grievance is not satisfactorily resolved in Step Three, the Union may submit the grievance to arbitration by filing a Demand for Arbitration, with a copy to the other party, in the Detroit Offices of the American Arbitration Association within five (5) working days after the decision in Step Three is rendered. The Demand for arbitration, the selection of an Arbitrator, and all arbitration proceedings shall be in accordance with the Rules of the American Arbitration Association governing labor arbitration.

The Arbitrator's decision shall be final and binding upon the District, the Union, and the paraprofessional or paraprofessionals involved.

4.07 Powers of the Arbitrator

The Arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this Agreement and shall not substitute his/her judgment for that of the District where the District is given discretion by the terms of this Agreement or by the nature of the area in which the District was acting.

4.08 Filing Fee and Costs of Arbitration

The filing fee and the cost for the services of the Arbitrator, including per diem expenses, shall be paid by the losing party. All other expenses shall be borne by the party incurring them, and neither party will be responsible for the expense of witnesses called by the other.

4.09 Time Limits

Any grievance not advanced to the next Step by the paraprofessional and Union within the time limit in that step, shall be deemed abandoned. Time limits may be extended by mutual agreement of the Board and the Union in writing; then the new date shall prevail.

4.10 Back Wages

Except in the case of payroll error, the District shall not be required to pay back wages more than five (5) days prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. Such employee shall have the burden of showing that he was actively seeking employment during such time.
- B. No decision in any one grievance shall require a retroactive wage adjustment in any other grievance, unless such grievance has been designated as a representative grievance by mutual written agreement by the parties.

4.11 Grievances Occurring Prior to the Effective Date or After Termination of Agreement

Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

4.12 Settlement of Grievance

Any written agreement reached between the District and the Union representative is binding on all paraprofessionals affected and cannot be changed by any individual.

4.13 Processing of Grievance During Non-Working Hours

Grievances arising under this Article shall be processed during non-working hours unless mutually agreed otherwise.

4.14 Processing of Grievance After Resignation

No grievance shall be filed or processed further by a paraprofessional or the Union after the effective date of the paraprofessional's resignation.

4.15 Representation

Any party to a grievance shall have the right to employ and be represented by legal counsel, the Michigan Federation of Teachers, and the American Federation of Teachers, but a party shall not be accompanied nor represented by an officer, executive, delegate, representative, or agent in any capacity of any organization other than the Union (except as stated above).

ARTICLE V: NO STRIKE CLAUSE

5.01 No Strike or Work Interference

The Union and the paraprofessionals agree that during the entire life of this Agreement there shall be no sanctioned or condoned strike, sit-down, stay-in, slow-down or work interference or curtailment of any kind for any reason.

5.02 Action by Union

The Union further agrees that it will take prompt action to prevent or stop unauthorized strikes, sit-downs, stay-ins, slow-downs, or work interference or curtailments of any kind by notifying the paraprofessionals and the public that it disavows these acts.

5.03 Discipline Including Discharge of Paraprofessional

The Union agrees that the District has the right to discipline (including discharge) any or all paraprofessionals who violate this Article and accordingly the severity of the discipline may not be reduced in an arbitration proceeding under this Agreement.

5.04 Legal Remedies

The Board of Education, in the event of violation of this Article, shall have the right, in addition to any other remedies available at law, to obtain injunctive relief for breach hereof against the Union and paraprofessionals, provided, however, that if the Union promptly disclaims, in writing, within forty-eight (48) hours, to the Board and publicly, responsibility for any activity prohibited thereby, it will not be liable for damages therefore.

**ARTICLE VI: SENIORITY, LAYOFF AND RECALL, GENERAL WORKING
CONDITIONS**

6.01 Probationary Period

During a paraprofessional's first ninety (90) student attendance days (days students are in school), exclusive of leaves of absence, he/she shall be considered to be in a period of probation.

6.02 Definition of Seniority

Seniority shall be defined as length of service in the bargaining unit, after completion of the probationary period, exclusive of layoff and unpaid leave days (exceptions listed in 8.02A and 8.06A). During such layoff and/or unpaid leave periods, seniority shall not continue to accrue but shall be "frozen" from the commencement date to the termination date of the layoff and/or leave.

6.03 Placement on Seniority List

After completion of the probationary period, paraprofessionals shall be placed on a seniority list as of the first day worked. Seniority for paraprofessionals who have the same first work day shall be determined by the last four digits of the paraprofessional's social security number with the higher social security number having priority over the lower number.

6.04 Posting of Seniority List

Within two (2) months following the commencement of the academic school year, the district shall provide copies of a current seniority list. This list shall be posted on building bulletin boards. The Union shall be provided with a copy one week in advance of the seniority list being sent to the buildings.

If written notification is not received by the Director of Personnel from either the Union or the individual paraprofessional, within ten (10) working days from the posting date, it shall be presumed that the list is accurate and no further appeal shall be allowed.

6.05 Termination of Seniority

A paraprofessional shall be terminated and lose seniority rights if he/she:

- A. Quits.
- B. Is discharged.

- C. Is laid off for a period of two (2) years or the paraprofessional's seniority at the time of layoff, whichever is less.
- D. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
- E. Has an unexcused absence from work without properly notifying the District according to the call-in procedure set forth in 6.10 of this Article.
- F. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
- G. Fails to return from an authorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
- H. Is removed from the bargaining unit.

6.06 Discipline of Probationary Paraprofessional

In the period of probation, the Director of Personnel or his designee, shall have the right to discipline, discharge or suspend the probationary paraprofessional and such action will not be subject to the grievance procedure. Provided, however, a conference with the Director of Personnel or his/her designee will be held upon the written request of the probationary paraprofessional filed in the Personnel Office within ten (10) days following the action of discipline, suspension or discharge.

6.07 Discipline of Seniority Paraprofessional

A seniority paraprofessional shall not be suspended or discharged without just cause.

The District shall retain the sole right to establish, adopt, publish, change, amend and enforce reasonable rules for employees to follow. The District shall retain the right to warn, reprimand and discharge any and all seniority paraprofessionals for stated and just cause.

6.08 Layoff and Recall

- A. In the event the Director of Personnel elects to reduce the number of paraprofessionals through layoff, the paraprofessional(s) with the lowest seniority shall be laid off first. When a position within the bargaining unit is declared vacant or if paraprofessionals are to be called back from layoff by the Director of Personnel, the paraprofessional with the highest seniority on layoff shall be the first paraprofessional recalled unless there is a paraprofessional whose leave of absence has ended, who has given the District

the proper notification to return to work, and who has higher seniority, then said paraprofessional shall be offered the position.

- B. During layoff, neither wages nor fringe benefits will be paid, nor will sick days or wage increments or seniority accrue, but upon recall unused sick days and seniority held at the start of the layoff shall be reinstated.
- C. In the event a paraprofessional on layoff is mailed a notice of recall, by certified mail, return receipt requested, to his/her last known address on file in the Personnel Office, and such paraprofessional does not notify the Director of Personnel in writing, by certified mail, return receipt requested, within ten (10) days after such offer, of his/her acceptance, then such paraprofessional shall have no further rights of reinstatement unless approved by the Director of Personnel in writing. It is understood that it is a paraprofessional's responsibility, while on layoff, to keep the Director of Personnel informed in writing of his/her current address and his/her failure to do so constitutes a waiver of his/her reinstatement rights.
- D. The ten (10) day limitation in which the paraprofessional has to notify the District of his/her acceptance, as set forth in Section C above, may be waived by mutual written agreement between the Union and the District.
- E. If a laid off employee is terminated and loses seniority under Section 6.05, paragraph C and is later rehired, said person shall have their sick bank reinstated to the balance at the time of their layoff, once they have fulfilled the probationary requirement and regained seniority.

6.09 Address and Telephone Number

It shall be the responsibility of each paraprofessional to notify the District of any change of address or telephone number. The paraprofessional's address and telephone number, as it appears on the District's records, shall be conclusive when used in connection with all notices to paraprofessionals.

6.10 Call-In Procedure

When a paraprofessional is unable to be in school on any given day, he/she shall contact the person designated as the substitute caller. This notification shall be not less than sixty (60) minutes prior to his/her reporting time except in the event of an emergency situation. In the event the paraprofessional knows that he/she will not be able to return to work the next day, he/she shall report this fact to his/her Building Supervisor, or the Supervisor's designee, before 2:00 p.m. of the day of his/her absence. Failure to follow the above referenced call-in procedure shall mean that the absence shall be unauthorized and the paraprofessional shall not be paid for that day.

6.11 Building Closings

In any situation (such as severe weather, hazardous road conditions, heating plant failure, etc.) when in the opinion of the Superintendent of Schools, it is necessary to discontinue classes for pupils in any one school building or in the entire District, information will be provided through a designated radio station or by telephoning the paraprofessional sixty (60) minutes before reporting time. It is expected that paraprofessionals will report to work at the regular time and location for assignment unless notified otherwise by the Superintendent or his designee of their reassignment.

6.12 Reporting Child Abuse and Neglect

All paraprofessionals shall be given copies of Administrative Policies and a clear statement on the procedure for reporting child abuse and neglect.

6.13 Job Descriptions and Flow Charts

The District agrees to post paraprofessional job descriptions and a "Flow Chart" indicating lines of authority.

6.14 Equipment and Supplies

Paraprofessionals shall have access to available instructional equipment and supplies deemed by the District to be necessary in the performance of their duties.

6.15 Use as Substitute Teacher

Paraprofessionals shall not be used as substitute teachers.

6.16 Behavior Objectives

Paraprofessionals shall not be responsible for writing or developing behavior objectives or lesson plans. However, they are expected to work with and assist the teacher in this endeavor.

6.17 Treatment of Students

Paraprofessionals will not use corporal punishment and will not verbally or physically abuse students.

6.18 Quarantine

No paraprofessional shall be required to work in a classroom or building which has been quarantined by the Executive Director of Special Education. However, in the

event of quarantine, all affected paraprofessionals shall be required to report to their Building Supervisor prior to the start of their work day to receive their assignment.

6.19 Health Care Services

The parties agree that paraprofessional staff may be directed to perform certain nursing or health care services. Services required will vary. Prior to performing these procedures, the paraprofessional will be provided training by the school nurse or another health care professional. The paraprofessional may request further training. The decision to assign these procedures to a paraprofessional is dependent upon the individual needs of the student and is made by the school nurse. Supervision by the school nurse shall be available.

6.20 Continuity in the Classroom

The District shall, when in its judgment it is beneficial to the student, attempt to provide on an on-going basis, continuity in the classroom of specific paraprofessionals with specific students.

6.21 Early Dismissal

On Friday and days preceding a holiday, a paraprofessional may leave the building following the dismissal of all students for which the paraprofessional is responsible.

6.22 Evaluations

- A. All seniority paraprofessionals shall receive a written performance evaluation from their Building Supervisor and teacher, a minimum of each two (2) years. Additionally, a verbal evaluation shall be administered during the year a paraprofessional has not received a written evaluation.
- B. Electronic Communication devices shall not be used in the evaluation of a paraprofessional.

ARTICLE VII: VACANCIES AND TRANSFERS

7.01 Definition of Vacancy

A vacancy is a position that arises by virtue of a newly created position, a resignation, a termination, or an approved leave of absence exceeding six (6) consecutive weeks. If a vacancy occurs during the shortened days of the summer program, the position may be filled by the Director of Personnel on a temporary basis until the following school year.

7.02 Posting of Vacancies

Whenever the Director of Personnel or his designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for seven (7) calendar days on the staff bulletin board.

7.03 Bidding on Vacancies

Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District if the Director of Personnel or his designee agrees.

7.04 Transfer Requests

Vacancies which occur between June 1 and the first regular paraprofessional work day of the succeeding student academic year need not be posted but, paraprofessionals who desire to transfer within a building or to a different building for the succeeding academic student school year shall file a request for transfer by June 1 and every effort will be made to place the paraprofessional, if a vacancy exists, according to his request. The union will be notified of these vacancies.

Transfer requests will be kept on file until the commencement of the academic student school year.

7.05 Vacancies While Paraprofessionals are on Layoff

The provisions of Section 7.02, 7.03 and 7.04 of this Article shall not apply in the event there are paraprofessionals on layoff.

7.06 Decision of Director of Personnel

The decision of the Director of Personnel or his designee regarding the filling of vacancies under Section 7.03 and 7.04 shall be final and binding.

7.07 Temporary Filling of Vacancy

Until a qualified applicant is selected, the Director of Personnel or his/her designee may fill a vacancy on a temporary basis but, if the temporary employee applies for the vacancy, he shall not be considered to have greater qualifications than other applicants.

7.08 Involuntary Transfer

When, in the opinion of the Director of Personnel, or his/her designee, an involuntary transfer is necessary, the paraprofessional will be notified and consulted in advance of the transfer but the decision of the Director of Personnel shall be final and binding.

7.09 Conflict Between Teacher and Paraprofessional

In the event a problem exists between a paraprofessional and his/her teacher, every effort shall be made to resolve the problem informally with the paraprofessional and the supervisor.

ARTICLE VIII: LEAVE OF ABSENCE

8.01 Sick Leave

- A. All full-time seniority paraprofessionals who have completed less than five (5) years of service with the Northville Public Schools shall be entitled to earn sick leave for personal illness at the rate of one (1) day per month of active work. All full-time seniority paraprofessionals who have completed five (5) years or more of service with the Northville Public Schools shall be entitled to earn sick leave for personal illness at the rate of one and one-quarter (1 1/4) days per month of active work. Paraprofessionals who were actively employed prior to August, 1992 shall continue to earn sick leave for personal illness at a rate appropriate to the salary step that they have attained based upon both outside experience granted upon their hire and years of service to the Northville Public Schools.
- B. Any sick leave not used by the end of each school year shall be added to the sick leave available for the following year.
- C. Sick leave may be accumulated to 180 days.
- D. In the event of an absence of a paraprofessional due to personal illness or disability in excess of three (3) consecutive working days, then, at the paraprofessionals expense, the Superintendent, or his designee, may require the paraprofessional to provide a physician's statement setting forth the specific illness or disability and the expected length of the absence.
- E. The District agrees to pay regular full-time employees with ten (10) or more years of active service to the Northville Public Schools, upon retirement from the School District, one-half of their regular daily rate for each single day of unused sick leave. To be eligible for retirement benefits, an employee must notify the District seventy (70) days prior to his/her retirement date of his/her

application to the Michigan School Retirement Fund, and submit proof to the effect that he/she will actually receive retirement benefits for the period commencing on the first day of the month following the month of termination.

- F. Paraprofessionals shall be entitled to an incentive program recognizing good attendance. The program will grant attendance incentive days off as follows:

	<u>Attendance Incentive Days</u>		
	<u>Fall Semester</u>	<u>Spring Semester</u>	<u>Summer Program</u>
Zero to One (0-1)	1 1/2	1 1/2	1
Two (2)	1	1	0

1. Days absent under this section shall include Sick Days, Family Illness, Business Days beyond the three (3) days provided in 8.03 Business Days, and days off without pay.
2. Days missed due to a workers compensation injury shall not be counted in computing attendance incentive days. Maternity leave, for which the paraprofessional has sufficient sick days in their sick leave bank to cover, shall not be counted in computing attendance incentive days.
3. Attendance Incentive Days may be accumulated. However, they must be used within eighteen (18) months of being earned or they will be added to the paraprofessional's sick bank.
4. Attendance Incentive Days may be taken at any time, except in conjunction with business days, with the prior approval of the Director of Personnel.
5. The District reserves the right to limit the number of days granted on any one date. However, no more than ten (10%) percent of the paraprofessionals would be able to use incentive days on a given date.
6. The employee must have banked sick days equal to the following in order to be eligible for this incentive program. First year employees shall not be eligible for this incentive program.

<u>Year</u>	<u>Sick Days*</u>
1995 - 1996	Fifteen (15)
1996 - 1997	Thirty (30)
1997 - 1998	Thirty (30)

*The total days to be accumulated in the employee sick bank do not include the days that are front loaded for the current year.

- G. Sick days shall be posted to the paraprofessional's bank at the beginning of the academic school year. Newly hired paraprofessionals will have their sick days posted to their bank beginning in the second year of employment provided they have a minimum of six (6) days remaining in their bank at the end of their first year of employment. Paraprofessionals hired in mid-year shall have the days pro-rated.

8.02 Extended Sick Leave

- A. Any paraprofessional whose personal illness extends beyond the period compensated under 8.01A. above, and has a minimum of one (1) year continuous employment in the School District, shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the paraprofessional to recover from the illness or disability, but in no event shall the leave exceed a maximum of one (1) year without the discretionary approval of the Board of education or its designee. Any health leave granted under this Section A shall be without pay or fringe benefits, seniority accrual (seniority ceases to accrue on the eleventh day if the leave exceeds thirty (30) consecutive work days or sick day accrual. Written notice of Intention to return to work shall be given to the Director of Personnel at least thirty days prior to the expiration of the granted leave. Failure to provide written notice shall operate as a resignation and a waiver of the paraprofessional's right to employment in the School District.
- B.. If a paraprofessional reasonably expects that he/she will be unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, he/she shall immediately notify the Personnel Office of this fact, and shall provide the Personnel Office, at his/her expense, with a physician's statement setting forth the specific illness or disability, the date the paraprofessional's disability will commence, and the expected length of the absence. In the case of a disability due to pregnancy, it is expected that a paraprofessional will comply with this section at least six (6) months before the expected date of birth.
- C. In the event a paraprofessional is unable to perform his/her normal daily duties and functions for more than (15) working days due to personal illness or disability, then the Superintendent, or his/her designee, may periodically require the paraprofessional, at the paraprofessional's expense, to submit a physician's statement verifying the continued medical necessity for the paraprofessional's absence and, again, setting forth the specific illness or disability and the expected length of the absence.
- D. In all cases where the paraprofessional has been absent for more than fifteen (15) working days, the paraprofessional shall provide the Personnel Office, before returning to work, a physician's statement certifying that the

paraprofessional has recovered from the illness or disability and is able to continue to perform his/her normal daily working duties or functions.

- E. In order to protect the children of the District, upon the request of the Director of Personnel, or his/her designee, the School District may, at its expense, have a paraprofessional take a physical or mental examination to determine whether involuntary sick leave is warranted providing, however, that the Union is informed of this action and given an opportunity, upon request, to review the matter with the Director of Personnel. Time lost for the purpose of such examination shall be without loss of pay or sick leave earned.
- F. The Director of Personnel, or his/her designee, may, at any time, require a paraprofessional, at the District's expense, to be examined by a District appointed physician to determine if the paraprofessional is disabled or ill to the extent he/she is unable to perform his/her normal daily duties and functions.
- G. If a paraprofessional's leave of absence due to illness or disability was fully compensated by paid sick days from the paraprofessional's sick bank, and the leave of absence did not exceed fifty (50) school days, then, upon submission to the District of the appropriate physician's statement, the paraprofessional shall be assigned to his/her same position, if he/she returned to work in the same school year that the leave was granted. However, if the fully compensated leave of absence either exceeded fifty (50) school days or the leave carried over into two (2) school years, then, upon submission to the District of the appropriate physician's statement, the paraprofessional shall be returned to work and assigned by the Superintendent, or his designee, to a position in the School District.

In the event an illness or disability necessitates that a paraprofessional be absent more school days than what is compensated by the paraprofessional's sick bank, and the paraprofessional was granted an unpaid leave under Section A. above, then, upon submission to the District of the appropriate physician's statement, the paraprofessional shall be entitled, following recovery, to be assigned by the Director of Personnel, or his designee, to a vacant position for which the Director of Personnel, or his designee, determines he/she is qualified.

- H. Notwithstanding any other provision of this Article, to the contrary, in the event a paraprofessional is requested, in writing, by the School District, at any time, to fill an available position in the bargaining unit following the paraprofessional's recovery from the illness or disability, and the paraprofessional does not report to work in that position on the designated date set forth in the notification, then such paraprofessional shall have no further rights of reinstatement, and the paraprofessional's failure of acceptance shall be treated as resignation of employment.

- I. When a paraprofessional has taken a health leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to the leave of absence.
- J. Notwithstanding any other provision of this contract to the contrary, compensation for sick days shall only be paid the paraprofessional if he/she would have been otherwise scheduled to work, but for the illness or disability.
- K. If the paraprofessional's absence is, or can be reasonably expected to be, more than thirty (30) working days, and the School District disputes the fact that the paraprofessional is unable to work, the Union or the School District may appeal this issue to the American Arbitration Association by filing a Demand for Arbitration with the American Arbitration Association, and simultaneously serving a copy upon the other party. The Demand for Arbitration shall set forth the nature of illness or disability which is in dispute.
- L. Upon the filing of the Demand for Arbitration, the American Arbitration Association shall submit to the parties a list of five (5) or more arbitrators who shall be physicians specializing in the illness or disability which is in dispute. Within fifteen (15) calendar days after receiving the list of physician arbitrators, the parties shall return the list to the American Arbitration Association, setting forth their choice of the arbitrator in order of preference. If the parties do not agree upon an arbitrator, then the physician arbitrator shall be selected by the American Arbitration Association in any other manner it deems best.
- M. In cooperation with the parties, the American Arbitration Association shall establish a hearing date, and the arbitrator shall hold a hearing and render his/her decision within thirty (30) calendar days after the hearing has been closed.
- N. It shall be the sole and only function of the arbitrator, after due investigation, to render a decision whether the paraprofessional was ill or disabled to the extent that he/she was, remains, or will be disabled to the extent that he/she was, is, or will be unable to perform his/her daily duties and functions. If the arbitrator's decision is in favor of the School District, the arbitrator's decision shall require the paraprofessional to return all monies expended by the School District in paying any salary and fringe benefits during the time the paraprofessional was not disabled or ill. Any disciplinary action the School District shall take shall not be decided by the arbitrator under this provision.
- O. The cost of the services of the physician arbitrator, including per diem expenses, and the costs for filing the Demand for Arbitration, shall be

- C. The District reserves the right to ask to have the paraprofessional excused from jury duty and the paraprofessional agrees to assist the District in this effort if requested.

8.07 Union Business Days

The Union will be entitled to five (5) days per school year for Union business. Said days must be requested in writing by the Union President and have the prior approval of the Director of Personnel before they are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or for collective bargaining.

8.08 Other Leaves

- A. Leaves of absence without wages, fringe benefits or seniority accrual (seniority ceases to accrue if the leave exceeds ten (10) consecutive work days), other than those listed above, may be granted at the discretion of the Director of Personnel. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Director of Personnel at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the paraprofessional's right to employment in the School District.
- C. Upon expiration of the granted leave and timely and proper notice to the Director of Personnel, the paraprofessional shall be assigned to a vacant position for which, in the judgment of the Director of Personnel he/she is fully qualified and has the ability to perform.
- D. When a paraprofessional is granted such a leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to leave of absence and sick days held at the start of the leave shall be reinstated.

8.09 Assignment of 187 Day Program

Paraprofessionals wishing to be assigned to the 187 day program will file a written request to the Director of Personnel by August 1 of the school year preceding the assignment (ex. August 1, 1992 for the 1992/93 school year.)

If more requests than vacancies occur, assignments will be based upon seniority on a rotating basis.

If there are not sufficient requests to fill the positions in the 187 day program, then the

- C. During the course of a year, extenuating circumstances may require an additional day(s). Said day(s) may be granted with the prior approval of the Director of Personnel. However, appropriate verification satisfactory to the District must be submitted beforehand. Said days will be subtracted from the employee's sick bank. The granting or denial of additional days will be at the sole discretion of the District and not subject to the grievance procedure.

8.04 Funeral Leave

- A. A regular full-time paraprofessional shall be allowed three (3) days per school year, not deductible from their earned sick leave, for time necessary for attendance at the funeral of a member of the paraprofessional's immediate family. For purposes of this article, immediate family shall be defined as father, mother, spouse, parent of spouse, sister, brother, grandparent, child or grandchild. If the funeral is two hundred (200) miles or more from the paraprofessional's home, they shall be granted one (1) additional day. The paraprofessional shall submit written documentation of attendance if requested to do so by the District.
- B. When death occurs to the following seniority paraprofessional's relatives: brother-in-law, sister-in-law, aunt, uncle, niece, nephew, the paraprofessional shall be excused one (1) day, the day of the funeral. This day would be deducted from the employee's sick bank. Written documentation shall be provided if requested by the District.

8.05 Military Leave

Military leave of absence, without wages or fringe benefits, shall be granted to any regular full-time paraprofessional who shall be inducted, or who shall enlist, for one period of enlistment for military duty in any branch of the Armed Forces of the United States, including being called to active duty in the United States Reserves. A paraprofessional shall be reinstated to the first available vacancy provided he applies for reinstatement within sixty (60) days after release from such military service.

8.06 Jury Leave

- A. A regular full-time paraprofessional shall be granted a leave of absence not deductible from his/her earned sick leave for jury duty and/or a subpoena to appear in court.
- B. A paraprofessional who serves on jury duty on a scheduled work day shall endorse the juror's pay over to the Northville Public Schools, minus the mileage allowance and will be paid their regular pay rate for the day(s).

- C. The District reserves the right to ask to have the paraprofessional excused from jury duty and the paraprofessional agrees to assist the District in this effort if requested.

8.07 Union Business Days

The Union will be entitled to five (5) days per school year for Union business. Said days must be requested in writing by the Union President and have the prior approval of the Director of Personnel before they are utilized. Said days will not be granted for processing grievances at any level (including arbitration) or for collective bargaining.

8.08 Other Leaves

- A. Leaves of absence without wages, fringe benefits or seniority accrual (seniority ceases to accrue if the leave exceeds ten (10) consecutive work days), other than those listed above, may be granted at the discretion of the Director of Personnel. The request for a leave shall be in writing stating both the reason and length of the leave.
- B. Written notice of intention to return shall be given in writing to the Director of Personnel at least thirty (30) days prior to the expiration of any granted leave. Failure to provide said written notice shall operate as a resignation and a waiver of the paraprofessional's right to employment in the School District.
- C. Upon expiration of the granted leave and timely and proper notice to the Director of Personnel, the paraprofessional shall be assigned to a vacant position for which, in the judgment of the Director of Personnel he/she is fully qualified and has the ability to perform.
- D. When a paraprofessional is granted such a leave of absence, he/she shall, upon re-employment, be placed on the same position on the salary schedule held prior to leave of absence and sick days held at the start of the leave shall be reinstated.

8.09 Assignment of 187 Day Program

Paraprofessionals wishing to be assigned to the 187 day program will file a written request to the Director of Personnel by August 1 of the school year preceding the assignment (ex. August 1, 1992 for the 1992/93 school year.)

If more requests than vacancies occur, assignments will be based upon seniority on a rotating basis.

If there are not sufficient requests to fill the positions in the 187 day program, then the paraprofessionals with the least seniority will be assigned.

Full seniority accrues to paraprofessionals assigned to the 187 day program in compliance with 6.02. The District will abide by the unemployment compensation laws regarding reasonable assurance of employment. Any alleged violation of this paragraph on unemployment compensation shall not be the basis of a grievance nor subject to the grievance procedure.

8.10 15-Day Summer Leaves

The District is willing to provide to paraprofessionals in the Center Program a limited number of 15-day summer leaves with the following provisions and conditions:

1. The available number of leaves will be determined by the District and posted by December 15th.
2. Written requests for 15-day summer leaves must be received by the Personnel Office by January 15th on a form provided by the District.
3. Paraprofessionals will be notified by February 28th as to whether their request is honored.
4. The granting of a 15-day summer leave will be based on seniority, previous leave experience (paid or unpaid) and attendance.
5. The granting of a 15-day summer leave shall be at the sole discretion of the Director of Personnel or his designee and the denial of leave shall not be the basis of a grievance nor subject to the grievance procedure.
6. The 15-day summer leave will be without pay, but fringe benefits (excluding sick and business days) will be paid and seniority will accrue. During the 15-day summer leave, the paraprofessionals will be docked for a 5-hour work day for each of the 15 days (unless there is an intervening holiday).

8.11 Family and Medical Leave Act

The District shall grant, per year, unpaid leaves up to a total of twelve (12) weeks under the terms and conditions as described herein.

- Employees are eligible for up to twelve (12) weeks of unpaid leave if they have been employed by the District for at least twelve (12) months prior to the commencement of the leave and have worked at least 1250 hours during the year preceding the start of the leave. When unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice. The notice will include the reason for the leave, the beginning date and expected ending date.

- Eligible employees may take up to twelve (12) weeks of unpaid leave for one or more of the following reasons:
 - A. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
 - B. Because of the placement of a son or daughter with the employee for adoption or foster care.
 - C. In order to care for the spouse, son, daughter, step child, legal ward or parent, of the employee, of such spouse, son, daughter, step child, legal ward or parent has a serious health condition which requires inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider.
 - D. The employee's own serious health condition that makes the employee unable to perform the functions of the employee's position.

The District may require medical certification of the serious health condition from the health care provider. Certification, if required, must include the date on which the condition commenced, the probable duration of the condition, the appropriate medical facts regarding the condition, and a statement that the employee either is needed to care for the person or is unable to perform the functions of his/her position.

The District, at its expense, may designate a second health care provider to provide a second opinion.

Upon return to work, the District may require a written notification from the health care provider certifying that the employee is able to resume work.

When both spouses are employed by the Northville Public Schools, the combined amount of leave for birth, adoption, foster placement or illness of a parent will be limited to twelve (12) weeks in any 12 month period. Entitlement for child care ends after the child reaches age one (1) year or twelve (12) months after the adoption or placement.

In the event that an employee shall require intermittent or reduced leave under the terms of the Family and Medical Leave Act, the District will work with the employee to arrange a mutually agreeable leave schedule according to the provisions of Section 102B and Section 108C of the Family and Medical Leave Act of 1993. The decision of the District shall be final.

Upon the employee's return from leave, he/she will be restored either to the position of employment previously held or an equivalent position with equivalent employment

benefits, pay and other terms and conditions of employment. Assignment of the employee shall be the decision of the Board.

Health benefits will be continued during the leave under the same conditions and at the same level as if the employee were employed.

Seniority will continue to accrue during the leave.

The District, at its sole option, may require the employee to use accrued paid sick leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued sick bank below a total of twenty (20) days.

The District, at its sole option, may require the employee to use accrued paid vacation leave prior to beginning an unpaid leave under the Family and Medical Leave Act. No employee will be required to draw their personal accrued vacation bank below a total of ten (10) days.

ARTICLE IX: COMPENSATION

9.01 The salaries of paraprofessionals covered by this Agreement are set forth in Appendix A for paraprofessionals on a 232 day schedule and Appendix B for paraprofessionals on a 187 day schedule.

9.02 Adjustments to the Salary Schedule

The Steps in the salary schedule of 1 through 5 are based upon years of employment in the District. Adjustments from one Step to the next shall be made only at the commencement of any academic school year. The proper Step to be granted at the commencement of any academic school year to employees hired after ratification will be determined in accordance with the following formula.

0	- 93 paid days the preceding academic year	= no credit
94	- 186 paid days the preceding academic year	= 1/2 step credit
187	- paid days or more the preceding academic year	= 1 step credit.

9.03 Previous Outside Experience or Education at Time of Hire

The District, at its sole discretion, may hire a paraprofessional on Step 1, 2 or 3 of the salary schedule in recognition of outside experience or an earned degree from an accredited college or university.

9.04 Extra Credit Pay

The District agrees to pay an additional ten (10%) percent of a paraprofessional's salary commencing the academic school year following the paraprofessional's completion of half (1/2) of the number of credits necessary to earn a four-year college degree from an accredited university or college. Provided, however, the paraprofessional seeking extra credit pay must first receive the prior approval of the Superintendent or his designee of the course taken or, if the courses were taken prior to the time of hire, the extra credit pay shall be at the discretion of the Superintendent or his/her designee.

9.05 Tuition Reimbursement

- A. Paraprofessionals who have at least one year seniority shall be entitled to reimbursement of a total not to exceed six hundred dollars (\$600) per academic school year for actual tuition paid for courses taken with the prior approval of the Director of Personnel. Provided, however, the employee must have worked 90% of all scheduled work days in the seven (7) month period immediately preceding the corresponding reimbursement deadline. For purposes of this article, attendance shall include the use of sick days, family illness days, business days and days off without pay. In addition, entitlement to reimbursement shall require the paraprofessional earn not less than a minimum grade of "C."
- B. Qualifications for tuition reimbursement will include:
1. Completed application form as provided by the District.
 2. Appropriate verification indicating satisfactory completion of course(s) taken.
 3. Copy of appropriate tuition receipt.
 4. Copy of Superintendent's approval.
- C. The dates for filing application for tuition reimbursement will be:
1. Courses which are concluded between May 1 and August 31: **October 15 or February 15** immediately following the academic term of semester.
 2. Courses which are concluded between September 1 and December 31: **February 15 or June 15** immediately following the academic term or semester.
 3. Courses which are concluded between January 1 and April 30: **June 15 or October 15** immediately following the academic term or semester.

- D. Eligible tuition reimbursement for courses completed in accord with this Section shall be made to paraprofessionals within fifteen (15) days following the deadline (October 15, February 15, and June 15) for filing for same.
- E. If a paraprofessional does not make application within the two specified deadlines immediately following the completion of his/her course(s), he/she shall forfeit his/her right to tuition reimbursement for that course(s) only.

9.06 Longevity

After the completion of five (5) years of total service to the Northville Public Schools:

- 1. The following will be paid each year until the completion of the tenth (10th) year effective: 9/1/95: \$ 340.00
- 2. After the tenth (10th) year, the following will be paid each year until the completion of the fifteenth (15th) year effective: 9/1/95: \$ 793.00
- 3. After the fifteenth (15th) year, the following will be paid until severance from the system effective: 9/1/95: \$ 1,135.00

Said sum will be paid with the first paycheck in December to persons who qualify for the longevity stipend by the thirty first of December.

9.07 Duty Free Period

A paraprofessional who anticipates that they may be unable to take a thirty (30) minute duty free lunch period because of student related activities shall obtain prior approval of their supervisor if they wish to leave thirty (30) minutes early at the end of that work day.

In the event of an emergency situation for which prior approval cannot be obtained, approval to leave thirty (30) minutes prior to the end of the work day may be obtained from the supervisor following the emergency.

In no event may the thirty (30) minute duty free period be taken at the end of the school day if this action will prohibit the attendance of a paraprofessional at meetings, or other activities necessary to the operation of the program.

If the paraprofessional is unable to take the thirty (30) minutes at the end of the day on the date that the time was lost, they shall be allowed to carry the thirty (30) minutes over to another day. Every attempt shall be made to take this time within one (1) week of the occurrence. However, in no event shall the time be carried beyond a period of two (2) weeks from the original occurrence. Prior approval of the Building Administrator shall be required.

9.08 Mileage Allowance

Paraprofessionals will be paid at the rate established by the Board of Education policy for approved use of their personal automobile on school business.

9.09 Bi-Weekly Salary Payments

Paraprofessionals shall be paid in bi-weekly installments according to their schedule (187 or 232).

Any paraprofessional requesting the 187 day program will have the choice of 21 or 26 pays. It shall be the responsibility of the paraprofessional to notify the Personnel Office, in writing, prior to August 15th of each year of their selection. Failure to do so shall result in the 21 pay plan being assigned.

9.10 Hourly and Daily Rate

A paraprofessional's daily rate shall be determined by dividing his basic salary by 232 work days or 187 work days, depending upon the paraprofessional's salary schedule. A paraprofessional's hourly rate will be determined by dividing his basic salary by 1,534 hours if the paraprofessional is on a 232 day salary schedule or 1,309 hours if the paraprofessional is on a 187 day salary schedule.

9.11 Damage to Personal Property

- A. If, in the performance of their regular or assigned duties, a paraprofessional suffers damage to his/her personal property (excluding money, jewelry, automobile or delicate clothing), the District shall either repair, replace or make a cash reimbursement to the paraprofessional based upon the fair market value at the time of the damage.

No reimbursement shall take place:

1. If the paraprofessional's negligence contributed to the damage.
2. The damage for a single occurrence was less than ten dollars (\$10.00).

3. The paraprofessional failed to file a written claim form, provided by the district, within ten (10) working days from the date of damage occurring.

B. In no event shall the total accumulated reimbursement for any one paraprofessional exceed two hundred dollars (\$200.00) in an academic school year.

9.12 Worker's Compensation

Any employee who is absent from work due to an injury compensable under the Michigan Worker's Compensation Act shall receive from the District the difference between the allowance under the Act and his/her regular salary.

To be eligible for reimbursement under the terms of this Article, the employee must have not been absent more than two (2) days during the previous school year. Eligibility must be re-established for each school year. For purposes of this Article, days included shall be sick days, Family Illness Days, and days off without pay. The District will allow up to a maximum of two (2) days absence during any one (1) school year for a documented work related injury that does not result in a worker's compensation claim.

This section (9.12) will not apply during the 1995-96 school year.

ARTICLE X: INSURANCE

10.01 Health Insurance

The District shall contribute toward Blue Cross/Blue Shield MVF-II with master medical and RX Prescription Program with a \$5.00 co-pay, first paraprofessional emergency rider (FAERC) and voluntary sterilization rider (VST), (up to full family coverage), for employees who have completed sixty (60) days of active work as set forth below and under the following conditions: Said enrollment shall not be a duplication of that available to their spouse, but shall otherwise be available to said full-time employees and limited to spouse and children under 18, except for children who are attending a full-time college program and then up to 25 years of age.

A. Beginning with the 1995-96 school year, the District will provide a RX Prescription program with a five dollar (\$5.00) co-pay.

B. If, during the life of the contract the Federal Government develops and implements a National Health Program, the Association will maintain, for

the life of the contract, the health insurance in place at the time the National program is implemented. If the Federal Government imposes a National Health Program on existing contracts before their term expires, and the program results in additional costs for the District, individual members will absorb the new costs..

- C. The District will pay a pro-rated share of the health insurance premium of part-time employees whose assignment exceeds an average of four (4) hours per day (but is less than full-time as previously defined) and constitutes a work year of at least 180 days, provided that they agree to pay the balance of the premium through payroll deduction.
- D. The District will pay the full premium for employees who are regularly scheduled to work thirty (30) hours or more per week during the regular K-12 traditional 187 day school calendar and 25 hours or more per week during the remaining 45 student days.
- E. The District will pay three-quarters (3/4) of the premium for employees who are regularly scheduled to work twenty-five (25), but less than thirty (30) hours per week.
- F. The District will pay half (1/2) of the premium for employees who are regularly scheduled to work twenty (20), but less than twenty-five (25), hours per week.
- G. The District will make no premium payments or contributions for employees working less than twenty (20) hours per week.
- H. Where the total premium cost for hospitalization exceeds the amount paid by the District in B and C above, the employee shall execute an authorization to the District allowing a deduction from his/her wages of monies necessary to pay the premium difference of submit to the District his/her request not to be covered by hospitalization.
- I. In order to avoid double hospitalization coverage, paraprofessionals will be required to certify, in writing to the District at the time of enrollment, that they are not covered by the District's carrier under a spouse's, parents', or guardian's insurance plan (paraprofessionals who become covered subsequent to their enrollment shall notify the Personnel Office of this fact). Those employees who are covered under a separate insurance plan issued by the District's carrier, providing substantially the equivalent benefits as the District's plan, shall be required to sign a group waiver and notice of current coverage card.

- J. The hospitalization benefit provided for in Section 10.01 above shall be by way of a fringe benefit with no cash reimbursement for those employees who do not qualify.
- K. During the term of this Agreement, the District has the option to contribute the amounts set forth above in subparagraphs A, B and C towards any other hospitalization plan which provides the equivalent benefits as provided for in Blue Cross-Blue Shield MVF-II (auto package) with master medical and RX Prescription Plan.

10.02 Term Life Insurance

The District will pay the premiums to provide \$30,000 of term life insurance, including accidental death and dismemberment, for those full-time employees regularly scheduled to work thirty (30) hours or more per week.

10.03 Dental Insurance

The School District will select an insurance carrier and pay the premium to provide the following co-insurance dental benefits:

Class I (Diagnostic Services, Preventive Services, Palliative Treatment)

Class II (Restorative Services, Endodontic Services, Periodontic Services, Oral Surgery, Repairs, Adjustments and Relining of Dentures and Bridges, Adjunctive General Services)

Class III (Construction and Replacement of Dentures and Bridges)

Class I, II and III insurance dental benefits as described above will be provided at a benefit level of seventy five percent (75%) to full-time paraprofessionals and their eligible dependents after the paraprofessional has completed one (1) year of continuous employment in the School District. Class I, II and III benefits shall be limited to \$1,000.00 per year per member.

Orthodontic Rider - Effective with the first day of September 1988, the District will provide an orthodontic rider with the above insurance carrier to cover dependent children through age eighteen at a fifty percent (50%) benefit level (co-pay) with a \$1,000 maximum per eligible member.

The insurance carrier selected by the School District shall provide in its policy a provision of non-duplication or coordination of benefits, except that where two subscribers are enrolled under the same group, and are legally married to each other, they shall be enrolled under one application card and shall receive benefits under a single contract without coordination of benefits.

This provision shall be subject to the terms and conditions specified in the District's dental policy and any claim settled between the paraprofessional and the insurance carrier shall not be subject to the grievance procedure.

Effective January 1, 1996, new hires will not be eligible for benefits until they have completed one (1) year of full-time employment.

10.04 Long-Term Disability

The District will pay the premium to Washington National Insurance Company, being the premium on Policy Number 64984, to provide long-term disability insurance for all full-time instructional paraprofessionals, but the District shall have the right to change the insurance carrier as long as the basic benefits and options set forth in the Washington National Insurance policy continue in effect in any new policy issued by the subsequent carrier.

10.05 Limitation of Liability

- A. The insurance benefits provided for in Section 10.01, 10.02, 10.03 and 10.04 of this Article shall be subject to the terms and conditions specified in the District's group insurance policies and any claim settlement between the paraprofessional and the insurance carrier shall not be the basis of a grievance or subject to arbitration.
- B. The District, by payment of the premium payments and submission of the employees application required to provide the coverage as agreed upon, is relieved from all liability with respect to the benefits provided in this Article. The failure of an insurance company to provide any of the benefits which it has contracted for shall not result in any liability to the District or the Union.

10.06 Insurance During Summer Recess

Instructional paraprofessionals employed to work a 187 day school year shall receive the insurance coverages provided for in this Article during the traditional summer recess if the paraprofessional has agreed to perform services the succeeding school year and the paraprofessional has not resigned, been laid off or terminated.

10.07 Vision Insurance

The District shall pay the full premium under the District's Vision Care Program for all full-time, seniority employees and their eligible dependents. In order to be eligible, the paraprofessional must be regularly scheduled to work five (5) days per week, thirty five (35) hours per week. Vision insurance benefits as described above will be provided to full-time paraprofessionals and their eligible dependents after the paraprofessional has successfully completed ninety (90) days of continuous employment in the School District.

Effective January 1, 1996, new hires will not be eligible for benefits until they have completed one (1) year of full-time employment.

This provision shall be subject to the terms and conditions specified in the District's vision care policy and any claim settlement between the employee and the insurance carrier shall not be subject to the grievance procedure.

ARTICLE XI: GENERAL PROVISION

11.01 Work Year and School Calendar

The School District agrees to review and discuss the school calendar with the Union, but the District reserves the right to make the final decision. However, the District agrees that although the academic school year consists of 232 days, commencing in September of each year, paraprofessionals on the TMI-EMI schedule will be required to work 187 days and paraprofessionals on the SMI-SXI schedule will be required to work 232 days. The term working days shall mean 232 normally scheduled instructional days and teacher work days according to the school calendar as adopted by the School District.

11.02 Law Saving Clause

- A. If any provision of this Agreement shall at any time be held contrary to law by a court of last resort in the State of Michigan or of the United States, whichever is applicable or from whose judgment no appeal has been taken within the time provided for so doing, and, in that event, all other provisions of this Agreement shall continue in full force and effect.
- B. In the event this Agreement or any part of it shall at any time be held to be contrary to such law, under conditions stated above, the parties will meet to renegotiate the items in question.

11.03 Negotiation Procedures

- A. Negotiations for a new Agreement or modifications of the existing Agreement shall begin at a time, date and place mutually determined by the District and the Union.
- B. Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the District and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

- C. After ratification of this Agreement, any contract alteration shall take effect upon ratification of both parties.

11.04 Entire Agreement

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, this Agreement supersedes and cancels all previous Agreements and policies, either verbal or written and constitutes the entire Agreement between the parties.

11.05 Physical or Mental Examination

In order to protect the District, the District may require an employee to take a physical or mental examination from a District designated physician to determine whether the employee should be continued in employment, paid for days of illness, placed on voluntary or involuntary extended sick leave, or recalled from extended sick leave.

11.06 Snow Day Language

In the event that pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, the calendar shall be adjusted in order to insure 180/230 student instruction days as required by law.

11.07 Conference/Visitation

The District agrees to budget \$2,000 per year to enable paraprofessionals to attend District approved conferences and visitations to other schools. These funds will be used to cover the costs of substitutes, travel and conferences.

ARTICLE XII: TERMINATION

12.01 Expiration Date

This agreement shall become effective September 1, 1995 and shall continue in full force and effect up to and including September 1, 1998.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and date first above written.

NORTHVILLE PUBLIC SCHOOLS

By: Richard H. Brown, Jr.
President

By: Thomas J. [Signature]
Secretary

By: Leonard R. Gzmerowski
Superintendent

By: R. Roy [Signature]
Director of Personnel
Chief Negotiator

NORTHVILLE FEDERATION OF
PARAPROFESSIONALS

By: Mark P. [Signature]
President

By: Barbara Janitelli
Vice President

By: John [Signature]
M.F.T. Representative

By: Kathryn [Signature]
Negotiating Team

By: [Signature]
Negotiating Team

By: Lela B. [Signature]
Negotiating Team

APPENDIX A

PARAPROFESSIONAL SALARY SCHEDULE

(232 Day Employees)

STEP:	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	18,370	18,723	19,071	19,438	19,813	20,208	20,600	21,015	21,430
1996-97	18,829	19,191	19,548	19,924	20,308	20,713	21,115	21,540	21,966
1997-98	19,300	19,671	20,037	20,422	20,816	21,231	21,643	22,079	22,515

(232 Day Employees plus 10%)

STEP:	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	20,207	20,595	20,979	21,382	21,795	22,229	22,661	23,116	23,573
1996-97	20,712	21,110	21,503	21,917	22,340	22,785	23,228	23,693	24,162
1997-98	21,230	21,638	22,041	22,465	22,899	23,354	23,809	24,285	24,766

(187 Day Employees)

STEP:	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	15,673	15,972	16,270	16,590	16,907	17,243	17,579	17,932	18,288
1996-97	16,065	16,371	16,677	17,005	17,330	17,674	18,018	18,380	18,745
1997-98	16,467	16,780	17,094	17,430	17,763	18,116	18,468	18,840	19,214

(187 Day Employee plus 10%)

STEP:	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	17,241	17,569	17,897	18,249	18,599	18,967	19,337	19,726	20,117
1996-97	17,672	18,008	18,344	18,705	19,064	19,441	19,820	20,219	20,620
1997-98	18,114	18,458	18,803	19,173	19,541	19,927	20,316	20,724	21,136

The salary schedule for Paraprofessionals reflects an increase of 2.5% for each year of this agreement.

APPENDIX B (12% Less) - New Employees

PARAPROFESSIONAL SALARY SCHEDULE

(232 Day Employees)

STEP:	0	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	14,225	16,166	16,476	16,782	17,105	17,435	17,783	18,128	18,493	18,858
1996-97	14,581	16,570	16,888	17,202	17,533	17,871	18,227	18,581	18,955	19,330
1997-98	14,946	16,984	17,310	17,633	17,971	18,318	18,683	19,046	19,430	19,813

(232 Day Employees Plus 10%)

STEP:	0	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	15,648	17,783	18,124	18,460	18,816	19,179	19,561	19,941	20,342	20,744
1996-97	16,039	18,227	18,577	18,922	19,286	19,658	20,050	20,439	20,851	21,263
1997-98	16,440	18,682	19,041	19,396	19,768	20,150	20,551	20,951	21,373	21,794

(187 Day Employees)

STEP:	0	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	12,137	13,792	14,055	14,318	14,599	14,878	15,170	15,470	15,780	16,093
1996-97	12,440	14,137	14,406	14,676	14,964	15,250	15,553	15,856	16,174	16,496
1997-98	12,751	14,491	14,766	15,043	15,338	15,631	15,942	16,252	16,579	16,909

(187 Day Employees Plus 10%)

STEP:	0	1	1.5	2	2.5	3	3.5	4	4.5	5
1995-96	13,352	15,172	15,461	15,750	16,059	16,366	16,687	17,017	17,358	17,702
1996-97	13,686	15,551	15,847	16,144	16,460	16,775	17,108	17,442	17,791	18,146
1997-98	14,028	15,940	16,243	16,547	16,872	17,194	17,536	17,877	18,237	18,600

