

8/25/2000

4257

CONTRACT

Between the

Board of Education

of

Alpena-Montmorency-Alcona
Educational Service District

and the

Alpena-Montmorency-Alcona Paraprofessional Federation, Local 4742
affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO

Alpena-Montmorency-Alcona Educational Service District

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Witnesseth

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties of this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, Administrative Staff and the Federation Employees have definite responsibilities in providing such services.

To these ends, the Board and the Federation encourage to the fullest degree friendly and cooperative relation between the respective representatives of the Board and the Federation at all levels and among Federation employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, the Board and Federation recognize and declare that providing quality educational services for the constituencies of the Alpena-Montmorency-Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and

WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Federation as the representative of its paraprofessional staff personnel as defined herein, with respect to rates of pay, hours of employment, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

Preamble

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board" and the Alpena-Montmorency-Alcona Paraprofessional Federation, Local 4742, affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO, hereinafter called the "Union" or the "Federation."

It is hereby agreed as follows:

ARTICLE I

Recognition:

The Board of Education recognizes the Union as the sole and exclusive bargaining agent for all full-time special education paraprofessional staff members employed as instructional aides in TEP, TMI, SMI, SXI, PPI, and HI classroom programs operated by the ESD;

But excluding all administrative and supervisory staff, temporary staff, pupil transportation staff, part-time staff, support, food service, maintenance, and clerical staff, teachers, therapists, all other professional staff, student health related staff, and substitute staff, including those filling in during vacations and leaves of absence.

Further excluding student employees, aides, interns, student nurses, and all other positions in the ESD presently or in the future.

The term "Employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male employees shall include female employees. The terms "Board", or "employer", or "designee" when used herein shall refer to the Board of Education, Superintendent, or his designee.

ARTICLE II

Rights and Responsibilities

Board Rights

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other laws or regulations. Except as specifically stated by this Agreement, all the rights, powers and authority the Board had prior to this Agreement are retained by the Board.

It is expressly agreed that all rights which ordinarily rest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively by the Board 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 right to:

- Manage and control its business, its equipment, and its operations and to direct the working forces and affairs of the Board.
- Continue its rights, policies, and practices of assignments, and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business or school hours or days.
- The right to determine the services, supplies and equipment necessary to continue its operation and to determine all methods and means of distributing disseminating and/or selling its services, methods, schedules and standards of operation, the means, methods and processes of carrying on the work involved, including contracting thereof, or changes therein, the institution of new and/or improved methods.
- The right to adopt any and all rules and regulations.
- Determine the number and location of its facilities, including the establishment or relocation of new schools, buildings, programs, classrooms and/or services offered thereof and the relocation or closing of schools, buildings, programs, classrooms or services.
- Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
- Determine the size of the management organization, its function, authority, amount of supervision, and organization structure, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.
- The Board shall continue to have the exclusive right to establish, modify or change any condition, except those covered by provisions of this Master Agreement.
- To the executive management and administrative control of the school system and its properties, facilities and the activities of its employees during working hours.
- To hire all employees and to determine their qualifications and conditions for their continued employment or their dismissal or demotion; to promote, layoff and/or transfer all such employees; and to determine job content, duties and roles.
- To establish courses of instruction and in-service training programs for employees and to require attendance at any workshop, conference or training program by employees, including special programs.
- The Board and/or its representatives or agents may adopt rules, regulations or policies not

in conflict with the terms of this Agreement concerning the discipline of employees and said rules and regulations are not subjected to the grievance procedure.

The above shall not be interpreted as abridging or conflicting with any specific provision in this agreement.

Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board.

The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.

The listing of specific management rights in this Agreement is not intended to be nor shall it be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein, whether or not such rights have been exercised by the Board in the past.

Federation Rights

- A. The Federation and its members shall have the right to use school building facilities at all reasonable non-duty hours for meetings, subject to the approval of the building supervisor. Separate bulletin boards, as designated by Administration, shall be made available to the Union at no cost to the Board.
- B. It is agreed by the Board that Federation members shall be granted leave time for not more than four (4) days total, with not more than four (4) total employees from the district being granted leave per occurrence. It is further agreed that not more than one (1) employee of the District shall be authorized leave under this section from any one classroom operated by the District. Any substitute costs incurred by the District will be reimbursed to the District by the Federation.
- C. Employees shall not be required to cross picket lines in the event of a strike by a union representing employees in a serviced building. In this event, the employee shall forfeit one day's pay for each day not worked. At the Board's option, alternative work assignment and locations may be made available.

Employee's Rights

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and lawful concerted activities for mutual assistance and protection. Both parties agree that they will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any right conferred by law or by this Agreement by reason of his/her membership in or participation with the Union or its activities or lack thereof.

B. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no paraprofessional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.

C. Nothing contained herein will be construed to deny or to restrict rights of an employee under the Michigan General School Laws or by the laws and the constitution of the State of Michigan and the United States. Employees shall not be disciplined or discriminated against with respect to religious or political activities outside the scope of their employment.

ARTICLE III

Union Dues or Fees and Payroll Deductions

Membership in the Union is not compulsory. Employees have the right to join, maintain or terminate their membership in the Union as they see fit. The Union as party to this agreement shall not exert or put pressure on or discriminate against an employee with regards to such matters.

Financial Responsibility:

- A. Any employee who is not a member of the Union or who does not make application for membership within thirty (30) days of the commencement of duties, shall, as a condition of employment pay a service fee to the Union. The service fee shall be an amount, determined by the Union, to be the said employee's share of the actual and related costs of collective bargaining, representation, and costs associated with the preparation for and processing of grievances and arbitration. The employee may authorize payroll deduction for such a service fee as provided heretofore in this article. In the event that the employee shall not pay such a service fee to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the employment of said employee. The parties recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union shall notify the employee of noncompliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.

2. If the employee fails to **comply**, the Union shall file charges in writing with the Board and shall request **termination** of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
 3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges. **In the event the employee complies with the financial responsibility provisions herein at any time prior to discharge**, the Union may withdraw charges.
- C. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs, and expenses arising out of or incurred directly or indirectly as a result of the application, implementation, and enforcement of this Article, providing that the Board has fully complied with paragraphs "A" and "B" of this Article, subject, however, to the following conditions:
1. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
 2. The Union has the right to select legal counsel to defend any such suit or action.
 3. The Union shall have the right to compromise or settle any claims made against the Board under the provisions of this Article, providing no admission of guilt by the Board is prevalent in such compromise or settlement.

Union Dues or Service Fee Authorization:

The following requirements are understood and agreed to by the AMA Paraprofessional Federation and the AMA Board of Education.

- A. Deductions shall be made in equal installments during the months of September through June (10 payments) on the first pay day of each month.
- B. By the third working day following the collection, the Board shall transmit the monies to the Union Treasurer or Designated Officer.
- C. By the first scheduled day of the Union's negotiated schedule, the Union shall send a list of employees who have signed authorizations, revoked authorizations, and the amount of monies that are to be deducted from each member's or non-member's check on the appropriate pay period.

- D. The Employer shall send to the Union a list of employees who have had monies deducted from their pay, the amount deducted, and what limit there is to be deducted during the fiscal year.
- E. The Union shall hold the employer harmless on account of any monies deducted and remitted to the Union pursuant to this service.
- F. As a condition of the effectiveness of this agreement, the Union agrees:

To indemnify and save the Board, each individual School Board Member, and all Administrators harmless against any and all claims, demand costs, suits or other forms of liability, and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this agreement.
- G. If at any time during the duration of this agreement, the Union authorizes, causes, or engages in or sanctions any strike or work stoppage, or pickets, or if there is a refusal to perform the duties of employment by Union employees, then this section of the agreement shall become null and void and inoperative.

Payroll Deductions:

Upon appropriate written voluntary authorization by the employee, the Board will deduct from the salary of the employee, and make appropriate remittance, monies specified for:

- A. Credit Union
 - B. Savings Bonds
 - C. United Way
 - D. Tax Sheltered Annuity
1. Employees electing to participate in tax deferred annuity retirement plans, under section 403(b) of the IRS Code, may select up to three annuity programs. Employees may change their deduction amounts and/or carriers as permitted by IRS regulations.
 2. A listing of those companies currently providing programs will be available at the business office. Additional companies can be used if at least three (3) employees elect to participate.

ARTICLE IV

Compensation

- A. The basic salaries of paraprofessionals covered by this agreement are set forth in Schedule A, which is attached to and incorporated into this agreement. Such salary schedule shall remain in effect during the term of this agreement.

B. All paraprofessionals shall receive payroll checks in equal bi-weekly installments according to the payroll schedule developed and included in the Employees' Handbook each year.

C. Insurances

Upon written application by a staff member and subject to the underwriting rules and regulations of the insurance carrier(s), the paraprofessional staff shall have the following insurance programs available:

Health Insurance

The Board of Education will make available up to full family coverage under Blue Cross-Blue Shield, Community Blue Option 1 PPO with \$3 preferred RX prescription drug plan. The Board of Education will contribute up to, but not exceeding, the following monthly amounts toward the insurance premium for the period ending June 30, 1998.

Single Coverage	-	\$171.00 per month
Two Person Coverage	-	359.00 per month
Full Family Coverage	-	405.00 per month

For the period July 1, 1998 through June 30, 1999, the Board of Education shall contribute up to but not exceeding the following amounts.

Single Coverage	-	\$188.00 per month
Two Person Coverage	-	394.00 per month
Full Family Coverage	-	442.00 per month

For the period beginning July 1, 1999, the Board of Education shall contribute up to but not exceeding the following amounts.

Single Coverage	-	\$207.00 per month
Two Person Coverage	-	433.00 per month
Full Family Coverage	-	486.00 per month

Any increase in excess of the above premium rates shall be the responsibility of the individual staff member.

The District's ability to implement cost savings adjustments with Blue Cross/Blue Shield is restricted by the following considerations:

- a. In the event that alternative coverages or programs are being considered, the ad shall meet with the Federation negotiators to review and clarify all matters of concern.

- b. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the district.
- c. Confidentiality of claim experience will be maintained as in the past by the District, Blue Cross/Blue Shield and other service providers.
- d. The Board shall provide a written copy of the changes, or copy of the insurance policy to each affected staff member.
- e. It is understood that no claim for any share of savings realized shall be made by the Federation during the life of the Board/Federation contract.

Termination of Employment - Health Insurance

Paraprofessional staff employees who resign, retire or who have their employment terminated at the conclusion of the school year remain eligible for the ESD Group Health Insurance Policy through the following August on the same terms as were in effect on the last day of their employment. To remain eligible, employees who are leaving and are desirous of the policy must sign on or before the last day of employment to indicate their desire for continued health insurance and prepay insurance premiums.

Dental Insurance

The Board of Education shall make available a dental plan providing full family coverage. Effective September 1, 1997, Class I services (as defined in the dental plan) shall be reimbursed at 100% of reasonable and customary charges. The Board shall pay 100 percent of the full family rates through the life of this agreement.

Vision Service Reimbursement Program

Effective September 1, 1994, the Board of Education shall provide up to \$150.00 every two (2) years for reimbursement of a vision examination and/or eyeglasses (lenses and frames) for employee only. Reimbursement to employees shall be provided based upon submission of itemized billing from licensed providers.

Insurance Option

The Board shall provide a cash option in lieu of health, dental and vision insurance benefits. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$100 per month.

The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

Long-Term Disability Insurance

The Board of Education shall make available a Long Term Disability Plan for paraprofessional staff members covered under this agreement, subject to the following limitations:

- A. 90 consecutive days exclusion period.
- B. Benefits payable to age 65 or for a minimum of 5 years if disabled after age 60 but not to exceed age 70.
- C. 60% of average monthly salary to a maximum of \$2,000 per month with a minimum monthly benefit of \$50.
- D. Benefits reduced by benefits provided by governmental or other sponsored benefit programs.

The Board of Education shall assume 100 percent of the monthly premiums for the life of this agreement.

It is expressly understood and agreed that it is the responsibility of the paraprofessional staff group to maintain the minimum number of employees necessary to participate in the LTD Group Plan.

Life Insurance

The Board of Education will provide a \$20,000 Term Life Insurance policy for all full-time paraprofessional employees.

D. Tuition Reimbursement

Paraprofessional staff are encouraged to take college level courses to improve their skills as it relates to his/her position. Those courses directly designed to improve the paraprofessional capabilities and approved by the program supervisor will be eligible for partial tuition reimbursement under the following stipulations:

1. Application is made in writing to the program supervisor or the director of special education ten (10) days prior to the first course meeting date. Written approval is required to be eligible for reimbursement and a response will be given to the employee within five (5) calendar days.
2. Reimbursement for a maximum of nine (9) semester credit hours or equivalent quarter credit hours per fiscal year.
3. Rate of reimbursement will be actual tuition costs up to \$45 per semester hour and will be based on successful course completion and on actual tuition receipts.

4. Other costs to include travel, books, fees, etc. are not eligible tuition reimbursement costs.

E. Continuing Education Stipend

Staff members who complete six (6) semester hours or ten (10) continuing education units (CEU's) will be eligible for the educational stipend if they have received prior approval for the hours from their immediate supervisor.

The education stipend will be \$200.00 per year for three years. There will be six total payments which will be made in January and September for the three years of the eligibility period. The payments will be \$100.00 per semester for each of the six (6) semesters. The payment will be added to the staff member's regular paycheck. The stipend will only be added at the beginning of a contract year or at the regularly scheduled January Board Meeting. When the three-year period has ended, the staff member immediately becomes eligible for an additional three years if they have completed the educational requirements (with prior approval) of six (6) semester hours or ten (10) CEU's within the previous three years. A staff member may only be eligible for one continuing education stipend at a time.

- F. In the event a paraprofessional staff member is assigned to conduct a class without a teacher present when a substitute is not available, a eleven (11) dollar stipend for each one-half day assignment and a twenty-two (22) dollar stipend for each full day assignment shall be given. Stipends shall be included in the employee's regular bi-weekly paycheck.

The program supervisor shall assign paraprofessional staff members eligible for the stipend.

ARTICLE V

Working Conditions:

- A. Individual contracts will be offered by May 15 of each year with a return date of June 1. The Board of Education shall notify the Union if an employee has failed to return his/her signed contract. The employee shall then have ten (10) days to respond to the Union and the Board. Failure to respond by June 15 shall be considered a resignation by the employee. In the event the salary schedule is still under deliberation on the first working day of the new contract period, the staff member will be paid for the new step and level based upon the last approved salary schedule until a new salary schedule has been agreed upon.

Annual salary amounts may be prorated over the number of pay periods within the work schedule (20 or 26 pays) elected by the employee.

- B. Calendars for years covered by this agreement shall be developed with input from the Union and attached to Schedule B when completed. The parties agree the negotiated agreement includes provisions for increased hours of instruction, as required by State law

in subsequent years. These hours shall be worked without additional compensation beyond that set forth in Schedule A. Staff shall work 184 days per year for TMI program and 206 days for SMI/SXI programs. Should a staff member be assigned to a building or program following another school schedule, the supervisor will develop an individual written schedule with input from the staff member. In the event the local calendar requires additional days beyond that of Pied Piper, the individual schedule shall include the same number of work days as required for Pied Piper TMI staff. Additional scheduled days off may be required to correspond with the local district calendar. Said schedule shall be filed with the personnel office and attached to the individual's contract.

- C. The District may reschedule days lost in Educational Service District programs which the state does not count as days of student instruction. No additional compensation shall be provided employees unless the employee works more than the total number of working days provided in the calendar.
- D. Work Schedule. Normal work hours of employment for employees shall be from 8:00 a.m. to 3:00 p.m. each scheduled day of work. The parties agree that normal work hours may be adjusted by increased instructional required by state law. Student lunch is considered an instructional time. It is the teacher's responsibility to schedule an appropriate number of regular staff during this time. Providing the above guidelines are met, the staff may schedule one-half (1/2) hour non-student related lunch time between the hours of 11:30 a.m. and 1:30 p.m. One regular staff member is required during outside recess time.
- E. The Director of Special Education shall approve reimbursement for the repair of broken glasses which results from accidents involving direct student contact providing that an accident report has been immediately filed with the Program Supervisor.
- F. No information gathered against an employee by any electronic covert surveillance equipment shall be admissible as evidence in any action against an employee.
- G. In the event an employee collects unemployment benefits for scheduled break periods (i.e., Christmas Break, Spring Break, Summer Break) during the life of this agreement, future contract amounts for said individual employees shall be reduced by the amount of unemployment compensation received. Such reductions shall be prorated over the length of the individual's contract period after unemployment benefits are received.
- H. Emergency School Closings. During the first five (5) emergency school closing days each year, staff members are to report for work unless otherwise directed by their immediate supervisor. In the event that a staff member is unable to report for work as required on one of these days, the staff member shall notify his/her immediate supervisor and indicate that a scheduled day off or a day off without pay shall be taken in lieu of reporting for work on said day. In addition, staff members not able to report for work on inclement weather days may use a maximum of three sick days per year. Staff members shall not be permitted to use sick days to cover early dismissal days.

For emergency school closing days beyond five (5) each year, staff members shall not be required to report for work and shall not suffer any loss of compensation for the emergency school closing days beyond five (5).

In the event all four local school districts are closed for emergency reasons, staff members are not required to report.

ARTICLE VI

Employee Discipline, Discharge, and Non-Renewal of Contract

For purposes of this contract, probationary employees shall be those individuals who have completed less than two full calendar years of employment as a member of the bargaining unit.

Employees shall comply with all rules, regulations, and directives presently in effect or adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or that of a student.

When a non-probationary employee is found to be in violation of this contract, or any rule, regulation or directive of the Board, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, suspension with pay, suspension without pay, and discharge. Depending on the severity of the violation, the Board reserves the right to suspend or discharge an employee immediately, or to issue an immediate written reprimand.

An employee, believing that he/she is to be disciplined shall have the right to representation by a designated Federation representative at a formal discipline conference. No such disciplinary conference or action shall be delayed for an unreasonable time until a representative can be present, and in no event shall the Board be restricted from taking any such actions as determined necessary to protect the rights and safety of students and others, pending the completion of the formal conference. For purposes of this section, a formal conference is defined as one that has been prearranged.

Should a non-probationary employee be discharged for non-performance or inadequate performance of job responsibilities, such discharge must be preceded by:

- Notification by the supervisor to the employee that job performance is not acceptable.
- Notification that job performance must be improved and the consequences of the failure to do so.
- The opportunity for the employee to improve such job performance.

The discharge or non-renewal of contract for any probationary employee as defined in this section shall be at the sole discretion of the Board of Education or its representatives.

ARTICLE VII

Notification of Vacancies and Transfers

The Board shall notify the Union of vacancies requiring the addition or replacement of personnel. The notification will include a general description of the vacancy and the requirements for the position.

Bargaining unit employees expressing an interest in a new or different assignment shall notify their supervisor in writing of such interest. Consideration shall be given to such requests, with final assignments based upon the needs of the district.

Employees expressing an interest in a vacancy or a transfer to a new or different assignment will be given preference over an equally qualified candidate from outside the ESD. Seniority and qualifications will be factors in assigning an ESD employee to a different assignment within the ESD. Such assignments will be made from the district (ESD) employees when possible.

All summer employment positions will be posted on the main bulletin boards in the Central Office and at Pied Piper.

ARTICLE VIII

Seniority, Layoff and Recall

A. Seniority

1. Seniority will be the length of continuous service from the latest date of hire with the Alpena-Montmorency-Alcona Educational Service District. Seniority shall not accrue during layoff but shall be frozen.
2. By September 30 of each year, a seniority list shall be prepared by the Board and submitted to the Union for written approval.
3. If the fiscal responsibility for an employee position is assumed by a local district and later reassumed by the ESD, that employee shall be considered to have continuous service from the date of hire held prior to the transfer of position. This section applies only to those individuals continuously employed in the same position with both the ESD and the local district.
4. Length of continuous service will not be considered interrupted or affected by authorized leaves of absence with full pay. Seniority will not accrue but shall be maintained during authorized leaves of absence without pay.

B. Reduction of Personnel

1. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been

notified at least fifteen (15) calendar days prior to the commencement of the layoff period.

2. The number of persons affected by the reduction will be kept to a minimum by not employing replacements for employees who resign or retire, unless the replacement is needed for a position for which other employees in the bargaining unit do not possess qualifications.
3. In the event that further reduction of personnel shall become necessary, the following procedure for determining the order of retention for all employees shall be:
 - a. Those employees with the greatest seniority in the bargaining unit who possess the necessary qualifications shall be retained.
 - b. If two or more employees are found to have equal seniority, an Administration-Federation committee shall conduct a lottery to determine seniority for these employees. The committee shall conduct the lottery within thirty (30) days of the date of hire.

C. Layoff Period

The layoff period for an employee shall be two (2) years. After the layoff period has expired, all seniority and recall rights are forfeited.

D. Recall

1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
2. Laid off employees shall be recalled to first vacancy for which they are qualified in reverse order of layoff.
3. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board for a full-time position for which he/she is qualified or fails to respond within fifteen (15) calendar days of a written offer of a position made by the Board. An employee shall lose all seniority and recall rights in the event that he/she fails to respond to or refuses an offer required of recall.
4. Notification of recall shall be in writing with a copy to the Union. The notification shall be sent to the recalled employee's last known address by certified mail.
5. Sick days accumulated shall be reinstated at the time that an employee is

scheduled to begin resumption of his/her duties. Sick days shall not accrue during a layoff period, but shall be frozen.

6. No new employees with the bargaining unit shall be employed by the Board while there are employees in the bargaining unit who are laid off, unless there is no laid off employee with the proper qualifications to fill a vacancy.

ARTICLE IX

Evaluation

For paraprofessionals who have been employed for less than two full school years, two written evaluations shall be completed annually, with the first evaluation completed by November 30 and the second completed by March 31. For paraprofessionals employed for more than two full school years, one evaluation shall be completed by March 31 annually. Additional evaluations may be planned at the discretion of the Program Supervisor, the lead teacher, or at the request of the paraprofessional staff member.

Evaluation of paraprofessional staff members shall be conducted jointly by the immediate supervisor (lead teacher) and Program Supervisor.

A copy of the written evaluation will be given to the paraprofessional staff member prior to a personal conference with the staff member involved in the evaluation process. Following this conference, a copy of the written evaluation will be filed in the personnel file of the paraprofessional being evaluated.

If formal observations (including use of observation rooms) are involved in the evaluation, plans for the observation periods and notification to personnel involved must be made one working day in advance of each session. If additional observation periods would be helpful in the evaluation process, the Program Supervisor, the lead teacher, or the paraprofessional being evaluated may make this request.

If a Supervisor enters into the employee's personnel file written documentation of an observation, the employee will be given notice of such action within seven (7) calendar days.

ARTICLE X

Personnel Files

- A. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the employee to accompany the employee in such review.
- B. An employee must be requested to sign material related to evaluation and discipline in his/her file. Such signature shall be understood to indicate his/her awareness of the

material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

ARTICLE XI

Grievance Procedure:

A. Definitions:

A grievance is defined as an alleged violation, misinterpretation, or misapplication of the expressed terms and conditions of this contract. The following matters shall not be the basis of any grievance filed under the procedures outlined in this article.

1. The termination of services or non-renewal of contract of any probationary employee.
2. The decision regarding the transfer, assignment, or reassignment or qualifications of any employee.
3. Any matter involving the content of an employee's evaluation.
4. Any matter not specifically referred to in this agreement for which there is recourse under any state or federal statutes.
5. Approval or denial of any discretionary leaves of absence.
6. The terms, conditions, payment, or non-payment of claims, termination of coverage, eligibility and benefit levels under any insurance policy or benefit provided under this agreement.

The term "days" shall mean days of ESD operation as included in the Board adopted calendar.

- B. The number of days indicated at each step are considered a maximum. Time limits will be strictly observed and may be extended only with the mutual written consent of all parties involved. In the event that a grievance is not initiated or is not appealed from one step to another within the timelines in the process outlined in this section, the grievance will be considered as being withdrawn or settled on the basis of the last decision given at the previous step. If the Board fails to respond to a grievance within the time limits specified, it shall be considered denied, with the aggrieved party having the option of moving to the next step in the process or accepting the Board's decision at that point.

C. Written grievances as required herein shall contain the following:

1. The written document shall be labeled as a grievance;

2. It shall be signed by the grievant or grievants;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section or subsections of this contract alleged to have been violated;
5. It shall contain the date of the alleged violation;
6. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

D. The Federation shall designate one representative to handle grievances when requested by the grievant. The Board hereby designates the program supervisor of each building to act as its representative at levels one and two as herein described and the Superintendent or his designated representative to act at levels three and four as herein described.

E. Grievance Procedure:

1. Step One - Informal

An employee alleging a violation of the expressed provisions of this agreement shall, within seven (7) days of its alleged occurrence or of the time he/she should have been aware of its occurrence, orally discuss the grievance with his/her program supervisor.

2. Step Two - Written

- a. Should the matter not be resolved informally in step 1 above, the grievant may file a written grievance within seven (7) days of said discussion with the immediate supervisor.
- b. Within seven (7) days after receiving the written grievance, the program supervisor shall meet with the grievant and a Federation representative (if the grievant chooses) for discussion of the grievance.
- c. Within seven (7) days of the discussion, the program supervisor shall render his decision in writing to the grievant with a copy to the Federation.

3. Step Three - Written - Superintendent Level

- a. If no decision is rendered within the timelines set forth at step two above or if the matter is not resolved to the satisfaction of the grievant, a

grievance may be appealed to the Superintendent or his designee within seven (7) days of the decision. Such appeal must be made by filing a written copy of the grievance along with any decision from steps one and two above.

- b. Within ten (10) days after receipt of the written grievance at step three, the Superintendent or his designee shall meet with the grievant (and the Federation representative if the grievant so chooses) for discussion of the grievance.
- c. The Superintendent shall render a decision within seven (7) days of the discussion with the grievant, transmitting a copy of the written decision to the grievant and the Federation.

4. Step Four - Arbitration

If the grievance remains unresolved at the conclusion of Step Three, it may be submitted for binding arbitration at the request of the Federation, provided written notice of the request for submission to arbitration is delivered to the Superintendent within nine (9) calendar days after the date of receipt of the Superintendent's written decision at Step Three. Within seven (7) calendar days after the date of the written notice to the Superintendent, the Federation must file a request for arbitration with the American Arbitration Association, or the grievance is closed.

The arbitrator must then be selected according to the rules of the American Arbitration Association. The case shall be heard and presented in accordance with the rules of the American Arbitration Association.

The arbitrator shall hear the grievance, if within the arbitrator's power, and shall render a decision in writing within thirty (30) days from the close of the hearing. The arbitrator's decision shall be submitted in writing and shall set forth the arbitrator's findings and conclusions with respect to the issues submitted to arbitration.

F. Powers of the Arbitrator:

It shall be the function of the arbitrator, except as the arbitrator's powers are limited below, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this agreement.

1. The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. The arbitrator shall have no power to establish salary scales or change any salary.

3. The arbitrator shall have no power to rule on any of the following
 - a. The termination of services or non-renewal of contract of any probationary employee.
 - b. The decision regarding the transfer, assignment, or reassignment or qualifications of any employee.
 - c. Any matter involving the content of an employee's evaluation.
 - d. Any matter not specifically referred to in this agreement for which there is recourse under any state or federal statutes.
 - e. Approval or denial of any discretionary leaves of absence.
 - f. The terms, conditions, payment, or non-payment of claims, termination of coverage, eligibility and benefit levels under any insurance policy or benefit provided under this agreement.
4. The arbitrator shall have no power to change any practice, policy or rule of the Board, or to substitute his/her judgment for that of the Board as to the reasonableness of any practice, policy, rule or any action taken by the Board. The arbitrator's powers shall be limited to deciding whether the Board has violated the express articles or sections of this Agreement; and the arbitrator shall not imply obligations and conditions binding upon the Board from this Agreement. It is understood that any matter not specifically set forth herein remains with the reserved rights of the Board.
5. In rendering decisions, the arbitrator shall give due regard to the responsibility of management and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
6. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which there is no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
7. There shall be no appeal from an arbitrator's decision if within the scope of the arbitrator's authority as set forth above. It shall be binding upon the Federation, its members, the employee(s) involved and the Board.

8. The fees and expenses of the arbitrator shall be shared equally by the parties. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
9. All arbitration hearings shall be held in the school district.
10. Claims for back pay: All grievances must be filed in writing seven (7) calendar days from the time the alleged violation occurred. The Board shall not be required to pay back wages more than seven (7) calendar days prior to the date a written grievance is filed except in the case of a pay shortage of which the employee could not have been aware before receiving pay. Any adjustment shall be retroactive to the beginning of the pay period covered by such pay, if the employee files the grievance within seven (7) calendar days after receipt of the pay.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any compensation that may have been received from any source during the period of the back pay.
 - b. No decision in any one case shall require a retroactive wage adjustment in any other case, unless other cases were filed and pending on the representative case.
11. The arbitrator cannot grant relief extending beyond the termination date of this Agreement.
12. It is understood that the arbitration clause shall not be applicable to the grievance procedure when such grievance arises in the period between the termination of the present Agreement and effective date of its successor.
13. The arbitrator may not make an award which, in effect, grants the grievant and/or the Federation that which it was unable to secure during collective negotiations.

ARTICLE XII

LEAVES

A. Sick Leave:

Upon employment, a staff member shall receive a bank of fifteen (15) sick leave days to be used in case of personal illness or in the event of emergency illness of a member of the immediate family. Immediate family shall include: spouse, children or stepchildren, or members of the immediate household. Sick leave for other extended family must be requested in a conference with the program supervisor. Each full-time paraprofessional staff employee on a regular school contract will receive a maximum of 15 days per school year. Those individuals working 205 full-time (or equivalent) days or more during a

school year shall receive a maximum of 17 days each school year. Days may be taken in whole or one-half day increments. Unused sick days shall accumulate up to and including 90 days for each employee. If possible, notification of illness or sick leave should be given by the employee the evening before the sick day. Notify designated office no later than 7:30 a.m. The Board reserves the right to request a physician's return to work statement if individual staff member's absenteeism is excessive. The Board shall reimburse the staff member for unreimbursed costs of securing the physician's statement.

In recognition of service to the ESD and in an effort to maintain a low absenteeism rate, staff who have worked a minimum of six consecutive years as a paraprofessional staff member shall all be eligible for the following cash awards:

1. For each year after the sixth year, the staff member shall be eligible for an amount equal to one-fourth of their daily rate of pay times the number of unused sick days for that year.
2. If the staff member is not at the maximum number of days (90), the staff member can choose to either bank the days or receive the pay stipulated in step 1.
3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

B. Work Related Injury Leave:

In the event of work related injury, sick leave can be used up until the date worker's compensation payments start. Days the employee is paid by the ESD worker's compensation carrier will not be counted against sick leave.

Staff members must file a written report with the program supervisor for all work related accidents and/or injuries.

C. Personal Business Leave:

Up to three (3) days of personal business leave may be granted for activities that require employee attendance during the school day and is of such a nature that it can not be attended to at a time when school is not in session. Employees working 205 days or more may be granted 3 1/2 days.

D. Bereavement Leave:

Staff members absent from duty because of a death in the immediate family (defined as: spouse, children or step-children, employee's and spouse's parents or step-parents, employee's and spouse's brothers or step-brothers, brothers-in-law or sisters-in-law, employee's or spouse's sisters or step-sisters, and/or maternal or paternal grandparents or

grandchildren) will be granted a leave of up to four (4) paid days per occurrence. These days are non-cumulative and are independent of sick days. Bereavement leave for deaths of other persons may be granted with the approval of the program supervisor.

E. Child Care Leave:

A paraprofessional staff member shall be granted a child care leave without pay for a period not to exceed one (1) school year, subject to one renewal at the discretion of the Board, upon request of the staff member for the purpose of caring for a child.

A paraprofessional staff member who may request such leave shall notify the director not later than the third month of pregnancy or at such time the pregnancy is confirmed by a doctor if later than the third month. The request shall be filed in writing and shall indicate the length of the requested leave. The approval shall specify when the employee must notify the district in writing of his/her intent to return.

The employee may require notice accompanied by a doctor's statement certifying his/her fitness to return.

For extended leaves of 90 school days or more the employee, upon return, will be placed in a position for which he/she is qualified. For leaves of less than 90 school days, the employee will be placed in his/her former position if the position still exists.

During an extended unpaid leave of absence, those longer than 90 school days, the following conditions shall apply:

1. Salary increments shall not accrue;
2. Sick leave shall not accrue;
3. Seniority shall not accrue, but shall be maintained.

At the termination of a leave if an employee does not return and/or no extension is granted, the employee's removal and termination of employment become automatic.

F. Compensation Day:

One compensation day may be earned by paraprofessional staff members who volunteer to work in student involved activities such as Special Olympics, class trips, etc. The program supervisor will determine prior to the activity if compensation time will be awarded. A compensation day shall be defined as time off regularly scheduled work and must be scheduled by the program supervisor in full day increments. These days must be scheduled prior to the end of the current payroll period. The program supervisor shall determine the number of volunteers needed for events. Should more paraprofessionals volunteer than are needed, the slots will be filled at the discretion of the program supervisor.

G. Jury Duty:

In the event a staff member is required to serve jury duty, the person will be granted this leave. Staff shall reimburse the ESD for all per diem payments received from the courts.

H. Family and Medical Leave Act (FMLA)

1. In compliance with the Family and Medical Leave Act (FMLA), qualified paraprofessional staff are entitled to up to twelve (12) weeks of leave (paid and unpaid combined), in the following cases:
 - a. The birth and care of a child (during 12 months following the placement date).
 - b. The adoption or foster care placement of a child with the employee (during 12 months following the placement date).
 - c. In order to care for employee's spouse, son daughter or parent (as defined in the Act) if any of those individuals has a "serious health condition (as defined in the Act).
 - d. Because of a "serious health condition" (as defined in the act) that makes employee himself/herself unable to perform the functions of his/her position.
2. It is understood that no loss of accrued benefits (those earned prior to the leave) will be suffered by a paraprofessional staff member as a result of granting leave under this section. However, such benefits shall not continue to accrue during such leave periods.
3. Health Benefits: premium payments for group health insurance shall be maintained by the Board of Education for the duration of the leave as if the paraprofessional staff member continued in employment.
In the event a paraprofessional staff member fails to return to work after an unpaid leave when it expired, the Board of Education reserves the right to recover health premiums paid for such unpaid leave periods.
4. Leaves granted under FMLA may be full time leaves, or may be intermittent, or on a reduced scheduled basis, based upon medical certification substantiating the need for intermittent leave.
5. Paraprofessional staff members may be requested to transfer to another position to better accommodate scheduling.

6. Any FMLA required leave of absence shall be coordinated with other leaves available to paraprofessional staff members with all paid leaves, scheduled days off and/or unused vacation days substituted for any unpaid leave required under this act.
7. Advance notice of not less than 30 days must be given if the requested leave is for birth, adoption or foster care placement. It is expected that for other leaves as may be requested under the FMLA, the employee must make "reasonable effort" to schedule treatments so as to not disrupt the operations of the district, subject to the approval of the involved health care provider. Such leaves shall also be requested 30 days in advance, or as soon as such notice is practicable.
8. The Board of Education reserves the right to request and receive verification from the employee's health care provider that the employee is able to resume work.
9. Upon return from a leave granted under this section, paraprofessional staff members shall be returned to his/her position held at time of leave, or at the Board's discretion, an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment.

I. All Other Leaves:

If leaves other than those defined above are desired, each request must be made in writing and discussed with the Program Supervisor. Each case will be brought to the attention of the Director of Special Education and the Superintendent by the Program Supervisor and will be reviewed and a decision reached. In the event the request requires a change in the individual employment contract, the Board will make the final determination. The approval shall specify when the employee must notify the district, in writing, of his/her intent to return.

During an extended unpaid leave of absence of 90 days or more, the following conditions shall apply:

1. Salary increment shall not accrue;
2. Sick leave shall not accrue;
3. Seniority shall not accrue.

At the termination of a leave, if an employee does not return and/or no extension is granted, the employee's removal and termination of employment become automatic.

J. Maintenance of Insurance - Leaves of Absence:

In the event an employee is granted an unpaid leave of absence for a period in excess of 30 days, he/she may continue the fringe benefits provided by the Board by paying the monthly premium amounts to the ESD Business Office prior to the next due date for

premium. Continuation of insurance benefits is subject to insurance company policies and procedures. It is the responsibility of the individual staff member to notify the Business Office of his/her desire to continue insurance coverages.

ARTICLE XIII

Negotiation Procedures

- A. Neither party 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. It is recognized that no final agreement between the parties may be executed without ratification by the majority of the membership of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such final ratification.
- B. Ratification of a contract between the Board and Local #4742 is to be determined solely by the Board and Local #4742 membership.

ARTICLE XIV

No Strike Clause

During the term of this Agreement, the Union shall not authorize, cause, or engage in, or sanction any staff member or group of staff members, strikes, picketing, or refusal to perform the duties of employment by any staff member or members and no staff member shall cause or participate in a strike, picketing or refusal to perform the duties of his/her employment.

In the event of any action in violation of this Article, the Union shall advise any and all staff members involved that such employees are in violation of the Agreement and that all employees involved shall return forthwith to their regular duties. The Union shall further take any and all other reasonable actions within its power to bring the activity to an end. If the Union takes the foregoing steps and has not acted in violation of its obligations under the Agreement, it shall not be liable in any way for such activities.

The Board shall have the unlimited right to discipline, to the maximum extent permitted by law, any staff member for taking part in any violation of this Article. In addition, the Union or any employee or employees violating this provision may be held liable by the Board for any and all damages, injuries and costs incurred for other than unfair labor practice charges as upheld by MERC.

This Article is not only in effect during the life of this agreement, but also during any mutually agreed upon extension thereof between the parties.

The Union will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

ARTICLE XV

Entire Agreement Clause

This contract constitutes the sole and entire existing contract between the parties in respect to rates of pay, wages, hours of employment or other conditions of employment which shall prevail during the term of the contract and may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in a written and signed amendment to this agreement. All matters or subjects not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

ARTICLE XVI

Miscellaneous Provisions

- A. If any provision of this Agreement or any application of this agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- B. Four (4) original signed copies of this Agreement shall be provided, with the Board receiving two (2) and the Federation receiving two (2). The Board of Education shall provide the Federation with three (3) additional copies and provide each member of the bargaining unit with a copy of the Agreement. Additional copies shall be provided at a reasonable cost determined by the Board of Education.
- C. 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 understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in the Agreement.

ARTICLE XVII

Duration of Agreement:

This agreement represents the entire agreement between the Board and the Union and shall become of full force and effect from August 25, 1997 and shall continue in full force and effect until 12:00 a.m. midnight August 25, 2000.

Negotiations for a new Agreement shall begin at a time, date and place mutually determined by the Board and the Union. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.

In Witness Whereof, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 13th day of June, 1997.

AMA Paraprofessional Federation

Board of Education

by Judy Kinsel
Chief Spokesperson

by Thomas M Baker
Chief Spokesperson

by Gail A. Wanda
Negotiations Representative

by Thomas Lawway
District Negotiator

by Bonnie Stehly
Negotiations Representative

Appendix A

Salary Schedule

Step/ Year	1997-98		1998-99		1999-2000	
	<u>TMI</u>	<u>SMI</u>	<u>TMI</u>	<u>SMI</u>	<u>TMI</u>	<u>SMI</u>
0	9,367	10,487	9,611	10,760	9,875	11,056
1	9,817	10,991	10,072	11,276	10,349	11,586
2	10,203	11,423	10,468	11,720	10,756	12,042
3	10,621	11,891	10,897	12,200	11,197	12,536
4	11,070	12,393	11,358	12,716	11,670	13,065
5	11,617	13,006	11,919	13,344	12,247	13,711
6	12,130	13,580	12,445	13,934	12,788	14,317
7	12,677	14,193	13,007	14,562	13,364	14,962
8	13,255	14,840	13,600	15,226	13,974	15,644
9	13,834	15,488	14,194	15,891	14,584	16,328
10	14,413	16,136	14,787	15,891	15,194	17,011
11	15,120	16,927	15,513	17,367	15,939	17,845

LONGEVITY: After paraprofessional staff are ESD employees for 12 years, they become eligible for the following pay based on length of service.

	1997-98		1998-99		1999-2000	
	<u>TMI</u>	<u>SMI</u>	<u>TMI</u>	<u>SMI</u>	<u>TMI</u>	<u>SMI</u>
13th-15th year	17,625	19,733	18,084	20,246	18,581	20,803
16th-19th year	18,605	20,829	19,089	21,371	19,614	21,959
20+ years	19,583	21,925	20,092	22,495	20,645	23,113

Schedule B

Calendar

Calendars for 1997-98, 1998-99, 1999-2000 will be developed.