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6/30/98

AGREEMENT
BETWEEN THE
GRATIOT-ISABELLA
REGIONAL EDUCATION SERVICE DISTRICT
BOARD OF EDUCATION

AND THE
GRATIOT-ISABELLA RESD
PARAPROFESSIONAL EDUCATION
SUPPORT PERSONNEL ASSOCIATION,
MEA/NEA

1995-96
1996-97
1997-98

Gratiot-Isabella Regional Education Service District

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AGREEMENT

This Agreement entered into this 20th day of November, 1995, is between the Gratiot-Isabella RESD Paraprofessional Education Support Personnel Association, MEA/NEA, hereinafter called the "Association" and the Gratiot-Isabella Regional Education Service District, hereinafter called the "Board".

PREAMBLE

The Board and the Association have a statutory obligation pursuant to the Public Employment Relations Act to bargain with respect to hours, wages, terms and conditions of employment, and it is agreed as follows:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for all Teacher Aides, Child Training Assistants, Instructional Aides and Program Assistants employed by the Gratiot-Isabella Regional Education Service District, but excluding all Teachers, Supervisors and all others.

The term paraprofessional when used in this Agreement shall refer to all employees represented by the Association in the bargaining unit as defined above.

ARTICLE II - BOARD RIGHTS

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage, and control the RESD, its facilities, equipment and its operations and to direct its working forces and affairs.
 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
 3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, of their dismissal or demotions and to promote or transfer the work force and lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling of its services, methods, schedules and

standards of operation, the means, methods and processes of carrying on the work, including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes herein.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees and if necessary, include physical and mental health examinations by Board appointed medical personnel, the cost thereof to be borne by the Board.
7. Determine the size of the administrative organization, its functions, authority, amount of supervision and structure of organization.

The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

ARTICLE III - ASSOCIATION RIGHTS

- A. The Association shall have the privilege of using Board owned or leased facilities at reasonable hours for meetings. Requests for such use shall be submitted in advance in writing to the Superintendent or his designee for his approval. When such use results in additional cost to the Board, such cost will be billed to the Association.
- B. Duly authorized representatives of the Association may be permitted to transact official Association business on Board owned or leased property before and/or after the normal working day provided that this shall not interfere with or interrupt normal school operations. Upon arrival, such representatives shall notify the Administration of their presence in the building.
- C. The Association's officers shall have the privilege of using Board owned equipment at reasonable times, upon approval of the Superintendent or his designee. The Association shall be billed for the cost of all materials, supplies and repairs incidental to such use.
- D. The Board shall make available to the Association all public information.
- E. The Association may post notices of activities and matters of Association concern only on bulletin board space designated by the Superintendent or his designee.
- F. All paraprofessionals shall fully, faithfully and properly perform the duties of their employment.
- G. It is the responsibility of each employee to report unavailability for work. Employees shall at the time of reporting their absence state the reason for absence and the anticipated length of absence.

- H. Paraprofessionals shall not engage in Association activities during their working hours except as authorized by the Administration.
- I. The Association shall be entitled to a maximum of three (3) school days with pay per year to be utilized by the Association as needed (subject to cancellation due to emergency) provided, however, such time is to be utilized only for the necessary business purposes of the Association and is specifically denied for arbitration use. The Association shall bear the cost of substitutes required for any of these days.

The Association must give notice for this request as early as possible but in any event no less than three (3) days prior to the leave to the Superintendent and the immediate Supervisor of the affected paraprofessional. No more than one (1) paraprofessional may be absent under this provision at one time.

ARTICLE IV - DUES DEDUCTIONS & AGENCY SHOP

- A. Association Membership. Each paraprofessional shall have the right to freely join or refrain from joining the Association and shall not be discriminated against by reason of joining or refusing to join the Association or by reason of the institution of any grievance, complaint or proceeding under this Agreement against either party or another employee. Each paraprofessional employed by the Board as of September 1, 1980, shall by October 1, 1980, advise the Association in writing as to whether he desires to join the Association and pay dues, pay a service fee or do neither. The gathering of said designations shall be the responsibility of the Association. The Association shall tabulate the results and immediately provide the same to the superintendent, together with copies of the response from each paraprofessional.
- B. Financial Responsibility. Membership in the Association is separate and distinct from the assumption by a paraprofessional of his equal obligation to compensate the Association for the benefits he receives from representation. The Association is required under this Agreement to represent all of the paraprofessionals in the bargaining unit fairly and equally without regard as to whether or not any employee is a member of the Association. The terms of this Agreement have been equally made for all of the paraprofessionals in the bargaining unit and not solely for the benefit of the members of the Association. Accordingly, it is agreed that it is fair that each paraprofessional in the bargaining unit pay equally for benefits received and that each assume his fair share of the cost of representation as stipulated herein.
- C. Service Fee. Except as hereinafter provided, each paraprofessional who is not a member of the Association in good standing or does not make application for membership by October 1, 1980 or upon completion of their probationary period, whichever is later, shall as a condition of employment, pay a service fee. The service fee shall be determined by the Association and shall be equivalent to each paraprofessional's proportionate share of the cost of negotiating and administering the collective bargaining agreement but in no event shall it be more than the regular monthly membership dues uniformly required of

paraprofessionals who are members. The amount of said dues or service fee shall be that amount which the Association designates in writing during September of each year. If during the term of this Agreement it shall be determined by a court of competent jurisdiction that the foregoing amounts are unlawful, the amount shall be modified to such amount as shall be lawful. This provision shall not apply to employees who were not members of the Association or paying a service fee on or before September 1, 1980.

- D. Paraprofessionals Authorization. Each paraprofessional may sign and deliver to the Board an assignment authorizing the deduction of Association dues or a service fee, as the cost may be. Such authorization shall continue in effect from year to year unless revoked in writing by the paraprofessional. Paraprofessional authorizations for the deductions of Association dues, or for the payment of the service fee shall identify the paraprofessional, the amount of each deduction, the period for which deductions are to be made, and shall be signed by such paraprofessional.
- E. Board Responsibility. The Board shall deduct the authorized amount due from each paraprofessional's pay and transmit the total deductions to the financial secretary of the Association within thirty (30) calendar days following such deduction, together with a listing of each paraprofessional for whom deductions were made, except that the Board shall not be required to make deductions authorized by a paraprofessional during any pay period such paraprofessional did not provide services to the Board unless such paraprofessional was on a paid leave of absence or receiving sick leave benefits authorized by this Agreement. The Board shall use its best efforts to make the aforesaid deductions in the manner set forth and assumes responsibility for any errors in making such deductions other than to correct such errors. In the event of overpayment, the Association agrees to refund such monies forthwith.
- F. Limitations. In the event a paraprofessional who is obligated to, but fails to pay the Association dues or service fees directly to the Association, or to authorize payment through payroll deductions, such failure shall not cause the paraprofessional to be terminated. However, the Board recognizes the right of the Association, based on the obligations set forth in this Agreement, to pursue collection of either the Association dues or the service fee by appropriate action in a court of competent jurisdiction. In no event shall the Employer be a party to such collection action.
- G. Save Harmless. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all fees, awards, claims, demands, costs, suits, judgments or other forms of liability that may arise out of or by reason of, action by the Board for the purpose of complying with this Agreement.

ARTICLE V - WORKING HOURS

- A. The normal day for paraprofessionals shall consist of six and one-half (6 1/2) working hours. Paraprofessionals in classroom programs where feeding lunch

is a part of the instructional program will be allowed to eat lunch during the six and one-half (6 1/2) hour work day. Classroom paraprofessionals will normally be provided a twenty (20) minute duty-filled time period to each lunch between the hours of 11:00 a.m. and 1:00 p.m. Other paraprofessionals shall be allowed to eat lunch during the work day. One (1) fifteen minute duty-filled break shall be provided for all paraprofessionals during the work day.

- B. Paraprofessionals shall be required to attend all meetings called by the Administration. These meetings shall be limited to an average of two (2) per month and an average of one (1) hour in length.
- C. When classes are canceled due to inclement weather or any Act of God, all paraprofessionals assigned to a teaching station (e.g., Center for Exceptional Children, Preprimary Impaired Program, Mission Creek Program, Total Living Center) shall not report for work at their respective schools, and shall be paid.
 - 1. 184 Day Program: Lost student instructional days due to inclement weather or any Act of God beyond four (4) days in a school year shall be made up at no added salary cost to the District. The specific make up days, if any, will be established by the District.
 - 2. 234 Day Program: Time lost due to inclement weather or any Act of God that lowers student instructional hours below 1140 will be made up at no added salary cost to the District. The specific make up hours, if any, will be established by the District.

ARTICLE VI - PROBATIONARY PERIOD & SENIORITY

- A. **DEFINITION.** Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day.
- B. All new paraprofessionals shall be probationary for their first sixty (60) days worked. The purpose of the probationary period is to give the Board an adequate opportunity to observe the performance of the new paraprofessional and thus determine whether such paraprofessional has the ability and other attributes which will qualify him for regular paraprofessional status. If, at the end of the probationary period, performance does not signify ability to meet job expectations, the probationary paraprofessional will be terminated.
- C. During the probationary period, the paraprofessional shall not be eligible for sick leave pay or other fringe benefits except health insurance and may be terminated at the discretion of the Board.
- D. A seniority list will be posted annually at each facility and a copy sent to the Association. The paraprofessional's last day of hire shall be included on the seniority list. The seniority list as posted shall be deemed to be accurate unless the Association notifies the Superintendent of its objections within ten (10) days of the posting.

- E. For the purposes of this article, seniority shall not continue to accrue during unpaid leaves of absence of more than six (6) weeks (30 work days) duration except that any paraprofessional, who is unable to work due to an injury that arose out of and in the course of employment and is currently receiving Worker's Compensation benefits for such injury, shall be allowed to have their seniority accrue during this time period up to a maximum of one (1) year.
- F. Seniority shall be terminated in the following circumstances:
 - 1. Voluntary quit
 - 2. Discharge
 - 3. Layoff of more than three (3) year's duration
 - 4. Failure to return upon recall from layoff within seven (7) calendar days of ordered reporting date unless otherwise approved by the Superintendent
 - 5. Employment is otherwise terminated

ARTICLE VII - PARAPROFESSIONAL PROTECTION

- A. Each paraprofessional shall, at a reasonable time, have the right to review the non confidential contents of his/her personnel file in the presence of an administrator. An Association representative's presence at such a review, at the request of the paraprofessional, will not be denied.
- B. If a paraprofessional is asked to sign material placed 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.
- C. Any case of assault by a paraprofessional shall be promptly reported to the Board, and the Association president. The Board shall take disciplinary action or any other appropriate action as required by law as it deems necessary.
- D. The Board shall reimburse paraprofessionals for the damage or destruction by a student of necessary and appropriate clothing or personal property that shall occur while the paraprofessional is acting within the scope of his/her duties. Excluded from coverage, for example, are watches, jewelry and automobiles. In no event shall the Board's liability exceed \$100.00 per incident, except in the case of broken eye glasses in which the Board's responsibility shall not exceed \$125.00.
- E. Any case of assault upon a paraprofessional or injury directly caused by a student upon a paraprofessional while performing assigned duties, shall be promptly reported to the Board or its designated representative. If the paraprofessional is free of fault then he/she shall suffer no loss of pay for time lost as a result of said assault or injury for up to seven (7) working days. The paraprofessional must provide a doctor's verification that he/she is unable to perform work responsibilities.

ARTICLE VIII - DISCIPLINE

- A. No paraprofessional shall be disciplined without just cause. Any such discipline shall be subject to the grievance procedure set forth herein. It is understood that reduction in work week, days or hours, or layoffs or reclassification is not within the meaning of discipline.
- B. Disciplinary action shall be defined as any written reprimand, suspension with or without pay or discharge.
- C. Upon request an employee shall be entitled to have present a representative of the Association at a meeting in which a written reprimand, suspension or discharge is given as disciplinary action.
- D. Whenever disciplinary action is reduced to writing by the supervisor, the findings and decisions of the supervisor shall be filed, in writing, in the employee's personnel file, and a copy thereof given to the employee.
- E. The Association agrees that the Board has just cause to discharge any employee who:
 - 1. Is convicted of any felony or circuit court misdemeanor.
 - 2. Is convicted of any misdemeanor involving moral turpitude or theft, conversion, embezzlement, intentional destruction or damage to property of the employer..
 - 3. Is absent for three (3) consecutive days without notifying the employer.
 - 4. Does not return to work when recalled from layoff as set forth in the recall procedure.
 - 5. Does not return from sick leave and leaves of absence.
 - 6. Is under the influence of intoxicants or drugs while performing paraprofessional duties.
 - 7. Consumes or sells intoxicants or drugs on Board property.
 - 8. Steals Board property.
 - 9. Duplicates RESD issued keys.

ARTICLE IX - EVALUATION

- A. All formal evaluations shall be reduced to writing and a copy given to the paraprofessional at the evaluation conference. If the paraprofessional disagrees with this evaluation, he/she may submit a written answer which shall be attached to the copy of the evaluation in question.

- B. When formal classroom monitoring or observation is used by an evaluator, it shall be conducted openly and with full knowledge of the paraprofessional. It is understood, however, that evaluations shall include, but not be limited to , formal monitoring or observation.

ARTICLE X - PAID LEAVES

A. Sick Leave

1. Sick leave shall be earned on the following schedule:

Paraprofessionals earn sick leave at the rate of one (1) day per month worked which shall be credited monthly to the sick leave account of the paraprofessional. (Ten (10) days for regular school year paraprofessionals - twelve (12) days for twelve month paraprofessionals). Unused sick leave shall be accumulated to a maximum of seventy-five (75) days.

Probationary paraprofessionals will be credited with three (3) days of sick leave upon satisfactory completion of their probationary period.

2. A paraprofessional may use all or any portion of his/her earned sick leave for personal illness, personal injury or physical disability.
3. The Administration may require a physician's certificate verifying an illness or disability when it has caused a paraprofessional to be absent from his or her working responsibility in excess of three (3) consecutive days, or at any other time the Administration believes there has been an abuse of sick leave privileges.
4. A paraprofessional may use up to five (5) days of accumulated sick leave for serious illness in the immediate family. Immediate family shall be defined as the paraprofessional's spouse, mother, father, sister, brother, or children or other relatives living in the household.
5. When there is a prolonged serious illness in a paraprofessional's immediate family (as defined in #5 above) the paraprofessional may request the Board of Education to grant up to the paraprofessional's accumulated earned sick leave for additional paid sick leave. Such request should be made in writing.

B. Personal Leave

Paraprofessionals are entitled to use one (1) day per year (two (2) days for 12 month paraprofessionals) for personal leave. Personal leave may be used for any reason important to the paraprofessional subject to the restrictions below:

1. An employee shall request personal leave at least five (5) days in advance unless an emergency condition arises.
2. Except in cases of emergency, personal leave will not be granted for days preceding or following holidays or vacations.
3. Personal days are not cumulative.
4. It is understood that personal leave is not to be used for economic gain by self employment or paid employment with any other agency.

C. Business Leave

1. Paraprofessionals may be granted one (1) day business leave for personal business. The leave shall be for business which cannot normally be taken care of other than during the paraprofessional's regular working hours. Requests for business leave shall be submitted in writing not less than three (3) working days in advance to the RESD Superintendent or his designee for approval.
2. Except in extreme emergencies, business leave will not be granted for days preceding or following holidays or vacations. Business leave days are non-accumulating.
3. Some examples of unacceptable reasons for requesting business leave days are:
 - a. Recreational pursuits;
 - b. Economic gain by self employment;
 - c. Paid employment with another agency;
 - d. Seeking other employment;
 - e. Social functions;
 - f. Child care;
 - g. Studying for advanced degree classes;
 - h. Days preceding or following vacations to extent the vacation period.

D. Bereavement Leave

1. A paraprofessional may use up to five (5) days nondeductible from sick leave for death in the immediate family. Immediate family shall be defined as the paraprofessional's spouse, child, step-child, legal parent(s), step-parent(s) or foster child residing in the household.
2. A paraprofessional may use up to three (3) days nondeductible from sick leave for death of grandparent(s), grandchildren, brother, sister, parent-in-law, daughter-in-law or son-in-law.
3. A paraprofessional may use one (1) day nondeductible from sick leave for the death of a brother-in-law or sister-in-law.

4. In the event of the death of a paraprofessional's relative not covered by the defined relatives in this section, the paraprofessional may be granted the use of business leave day(s) as provided by Section B. herein.
- E. Jury Duty. Paraprofessionals shall be paid while serving on jury duty during the school day. If requested by the Administration, paraprofessionals shall cooperate in seeking release from jury duty service. Paraprofessionals shall remit back to the school district all compensation received (less travel expenses) for jury duty so served.

ARTICLE XI - UNPAID LEAVES

A. Unpaid Leave

1. Leaves of absence of up to one (1) year may be granted for the following purposes:
 - a. Educational improvement through further training
 - b. Child adoption or child care
 - c. Military leaves of absence shall be granted to any paraprofessional(s) as required by law
 - d. Family responsibilities, such as caring for a critically ill family member.
2. All leaves shall be limited to a maximum of one year. There will be no compensation or fringe benefits and seniority and salary increments shall not accrue except as otherwise contained herein. Sick leave days shall not accrue, but unused sick leave days already accrued at the start of the leave shall be reinstated upon return. The conditions under which a person may return from a leave shall be determined by the Board upon recommendation of the Superintendent at the time of approval of the request for leave. In leaves of short duration not to exceed six (6) weeks, paraprofessionals will be returned to their former position and shall receive fringe benefits pursuant to Article XVI.
3. A paraprofessional who is unable to work because of personal illness or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for the duration of such illness or disability up to one year and the leave may be renewed each year upon written request. Any paraprofessional who is unable to work due to an injury that arose out of and in the course of employment and is currently receiving Worker's Compensation Benefits for such injury shall be allowed to have his/her seniority accrue during this time period up to a maximum of one (1) year.
4. An unpaid leave of absence of up to six (6) weeks (30 working days) may be granted at the discretion of the Board of Education.

5. All requests for leave shall specify the following:
 - a. Date leave is to commence
 - b. Type of leave required
 - c. Fact pertinent to the request for leave
 - d. Length of leave
 - e. Signature

6. On leave of more than six (6) weeks, employees must notify the Board in writing at least thirty (30) calendar days prior to their planned return from leave, except for leaves of absence granted pursuant to Section C.3. above, in which case, twenty-one (21) calendar days written notice shall be required. An employee who fails to notify the Board as stipulated shall be considered a voluntary quit.

ARTICLE XII - VACANCIES AND TRANSFERS

- A. A vacancy shall be defined as an unfilled position previously held by a paraprofessional that the Board intends to fill or when a new position is created. Temporary vacancies that occur due to a leave of absence by a paraprofessional of sick weeks (30 work days) or less shall not be considered a vacancy as defined by this Article and shall not be subject to the conditions set forth.

- B. When a vacancy exists within the bargaining unit and the Board decides to fill it, notice of such vacancy will be posted on the staff bulletin board, and a copy sent to the Association president. Vacancies shall not be permanently filled until after such position has been posted for a period of ten (10) working days. The notice shall include the job title, program and program site in which the vacancy exists. The District shall also have posted at each program site where paraprofessionals regularly work, an outline of the basic duties of each position in the bargaining unit. Within a reasonable amount of time after the close of the posting period, the position will be filled.

- C. Request by a paraprofessional for a transfer to a different position shall be made in writing, and filed with the Superintendent or his designee. The application shall set forth the reasons for transfer, the school, level, or position sought and the applicant's qualifications. Such requests shall be reviewed whenever positions within the district become available and shall expire June 30 of the school year in which it was submitted.

- D. Any paraprofessional who fills a vacancy by transfer shall not be allowed another transfer for one calendar year unless such transfer is in the best interests of the district as determined by the Board.

- E. An involuntary transfer will be made in case of emergency or to prevent disruption of the instructional program. The Superintendent or his designee shall notify the respective paraprofessional and the Association president of reasons for such transfer as soon as possible.

F. When filling a vacancy, the board or its designee shall consider the following: experience, performance, training, length of district service, ability, attitude and evaluations. The decision of the Board as to the filling of vacancies shall be final.

G. Voluntary, Temporary Shared-Job Exchange

Two paraprofessionals who mutually desire to exchange positions from one classroom to another on a temporary basis of not more than eight (8) weeks duration may make a joint application for such to the Administration.

The application shall be made in writing to the Superintendent or his designee. The application shall be signed by both paraprofessionals requesting the exchange and shall set forth the reasons for their request; as well as their current respective assignments; including the school(s), program(s), and classroom(s), and the requested duration of the exchange. The granting of such requests and the duration thereof shall be made only if the exchange is in the best interest of the educational program and shall be strictly an administrative prerogative. The denial of such requests and any matters pertaining to voluntary, temporary shared-job exchanges shall not be subject to the grievance procedure. Participation in this program will in no way prohibit a paraprofessional from being eligible to be considered for any vacancy that occurs during this time.

ARTICLE XIII - REDUCTIONS IN PERSONNEL

A. When the Board determines that circumstances warrant layoff of personnel, the Board shall select those paraprofessionals to be released according to the following factors:

1. Length of continuous service in the district in seniority area
2. Overall administrative assessment where seniority is equal

Paraprofessionals will be given at least twelve (12) calendar days notice of layoff.

B. In the event of a reduction in bargaining unit positions the least senior employees shall be laid off, provided that:

If a full year employee is displaced or his/her position is eliminated, the employee so affected may exercise his/her seniority to displace a less senior full year employee. (The least senior employee possible will be displaced.) If there is no less senior full year employee, then the employee affected shall have the right to displace a less senior school year employee. (The least senior employee possible will be displaced.)

If a school term employee is displaced or his/her position is eliminated, the employee Os affected may exercise his/her seniority to displace a less senior school term employee. (The least senior employee possible will be displaced.) If there is no less senior school term employee, then the employee affected shall have the right to displace a less senior full term employee. (The least senior employee possible will be displaced.)

- C. In the event of recall within three (3) years, paraprofessionals who have been previously laid off will be recalled in inverse order to position(s) they are qualified for by specific letter informing the paraprofessional of an opening and specifying the date which the paraprofessional is to report to work. The paraprofessional will reply to the Superintendent of his/her desire to accept the position within seven (7) calendar days from receipt of the letter. The last address on file with the personnel office shall be deemed to be inclusive for purposes of the recall letter above. It is the paraprofessional's responsibility to report any change to the personnel office.
- D. Seniority areas defined shall be as follows:
1. Those who qualify as instructional aides
 2. All other paraprofessionals

It is understood by the parties that the order of layoff in seniority area shall be as follows: (1) first, those paraprofessionals who fall within the seniority area defined in Article XII, Section C-2 and (2) then, all paraprofessionals who fall within the seniority area defined in Article XII, Section C-1.

It is further understood by the parties that included as part of the qualifications required to be considered as a qualified instructional aide, is the paraprofessional's eligibility for Michigan State Department of Education approval and funding.

ARTICLE XIV - GRIEVANCE PROCEDURE

- A. A grievance shall be defined as an alleged violation of the expressed terms and conditions of this contract.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
1. The termination of services of or failure to re-employ any probationary paraprofessional;
 2. Paraprofessional evaluation;
 3. Any matter for which there is recourse under State or Federal statutes.
- C. The term "days" as used herein shall mean days in which school is in session.

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

1. It shall be signed by the grievant or grievants'
2. It shall be specific;
3. It shall contain a synopsis of the facts giving rise to the alleged violation;
4. It shall cite the section of 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 limitation hereinafter set forth.

E. Procedure:

1. **Level One** - A paraprofessional alleging a violation of the express provisions of this contract shall within ten (10) days of its alleged occurrence (or the time the paraprofessional had knowledge of the occurrence) orally discuss the grievance with his program administrator in an attempt to resolve same.

If no resolution is obtained within three (3) days of the discussions the paraprofessional shall reduce the grievance to writing and proceed within seven (7) days of said discussion to Level Two.

2. **Level Two** - A copy of the written grievance shall be filed with the Superintendent or his designated agent as specified in Level One with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent or his designated agent shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion the Superintendent or his designated agent shall render his decision in writing, transmitting a copy of the same to the grievant, the Association secretary, the program administrator of the program in which the grievance arose, and place a copy of same in a permanent file in his office.
3. **Level Three** - Individual paraprofessionals shall not have the right to process a grievance at Level Three.

- a. If the Association is not satisfied with the disposition of the grievance at Level Two, it may within ten (10) days after the decision of the Superintendent notify the Board of the intent to arbitrate. The parties will then meet to select an arbitrator. If the parties cannot agree upon an arbitrator within ten (10) days, the matter will be referred to the American Arbitration Association in writing.
- b. Neither party may raise new defense or grounds at Level Three not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than three (3) weeks prior to the hearing a prehearing statement alleging facts, grounds and defenses which will be proven at the hearing and hold a conference at that time, in an attempt to settle the grievance.
- c. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.
- d. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He shall have no power to establish salary scales.
 - (3) He shall have no power to decide any question which, under this Agreement, is within responsibility of the management to decide. In rendering decisions, an 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.
 - (4) He shall have no power to interpret state or federal law.
 - (5) He shall not hear any grievance previously barred from the scope of the grievance procedure.
 - (6) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
 - (7) Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no

obligation to make monetary adjustments and the arbitrator shall have no power to order one.

- (8) Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based.
- F. The fees and expenses of the arbitrator shall be shared equally.
- G. Should a paraprofessional fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a paraprofessional fail to appeal a decision within the limits specified, or leave the employ of the Board, (except a claim involving a remedy directly benefiting the grievant regardless of his employment), all further proceedings on a previously instituted grievance shall be barred.
- H. The Association shall have no right to initiate a grievance involving the right of a paraprofessional or group of paraprofessionals without his/her or their express approval in writing.
- I. All preparation, filing, presentation or consideration of grievances shall be held at times other than when a paraprofessional or a participating Association representative are to be at their assigned duty stations.
- J. The time limits provided in this Article shall be strictly observed but may be extended by agreement of the parties. In the event a grievance is filed after May 15 of any year, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- K. Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE XV - CONTINUITY OF OPERATIONS

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any paraprofessional take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XVI - MISCELLANEOUS

- A. Entire Agreement
This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any

amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

B. Waiver

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, the Board and the Association for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

C. Matters of common concern may be subject to negotiation during the period of this Agreement upon the request and mutual agreement of both parties.

D. Severability

If any provisions of the Agreement or any application of the Agreement to any paraprofessional shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

E. Negotiation Procedures

The parties agree to begin negotiations on a successor agreement no earlier than ninety (90) days prior to the termination of this Agreement.

ARTICLE XVII - COMPENSATION

A. New paraprofessionals may be given credit on the salary schedule for years of experience in other employment.

B. Mileage Reimbursement

1. Effective the first full month following ratification of the 1986-89 Master Contract, paraprofessionals using their own cars in performance of their duties shall be reimbursed for mileage at the per mile rate established by the I.R.S.
2. Paraprofessionals shall submit Travel Expense Vouchers in duplicate to the Assistant Superintendent for Special Education by the first of each month.

- C. Paraprofessionals shall be paid on a salary basis in equal installments.
- D. Payroll deductions for the following annuity programs shall be made by the District upon proper written authorization by the paraprofessional to the Business Office.
 - 1. Western National
 - 2. Prudential (MEA Financial Services)
 - 3. Gleaner Life Insurance Society
 - 4. American Express Financial Advisors
 - 5. Edward D Jones (The Hartford Director)
 - 6. Putnam Fiduciary Trust
 - 7. Nationwide - The Best of America

ARTICLE XVIII - TRANSFER OF PROGRAMS/SERVICES

- A. The RESD will notify the Association as well as involved employees of any plan to transfer a program or service from the RESD to a local school district.
- B. If a special education program or service is to be transferred from the RESD to a local school district the RESD will arrange for a meeting of the district and the official representatives of the education association involved in the program/service transfer to discuss the implementation of that transfer. The parties will discuss application of applicable statutes (School Code and State Aid Act) as well as any problems not addressed by statute.
- C. In planning a transfer of a program or service the RESD will attempt to provide for the continued employment of involved RESD personnel.

ARTICLE XIX - FRINGE BENEFITS

- A. Effective July 1, 1995, the Board shall contribute an amount not to exceed the following toward MESSA Super Care 1:

	<u>Board's Contribution</u>
Single Subscriber	\$190.13 per month
Self & Spouse or Child	\$425.21 per month
Full Family	\$472.35 per month

Effective July 1, 1996, the Board's contribution shall be increased to cover the cost of increased premiums up to 115 percent of the Board's contribution made in 1995-96.

Effective July 1, 1997, the Board's contribution shall be increased to cover the cost of increased premiums up to 115 percent of the Board's contribution made in 1996-97.

- B. For those paraprofessionals not electing the coverage as described in Section A above, the Board will contribute an amount not to exceed \$100.00 per month

effective July 1, 1995; \$110.00 per month in 1996-97 and \$120.00 per month in 1997-98 toward the purchase of the following options:

1. Short Term Disability
2. Hospital Indemnity
3. Dependent Life
4. Survivor Income Insurance
5. Group Term Life
6. Any Board approved tax sheltered annuity

The District will enter into an agreement to cover IRS requirements.

- C. The Board shall provide payment for dental insurance coverage which is equivalent to or better than the MASB-SET dental program that was in effect in June, 1989.
- D. The Board's contribution for part-time paraprofessionals toward insurance coverage(s) shall be made on a prorated basis provided said paraprofessionals are at least one-half time.
- E. The Board shall not be required to make duplicate contributions toward medical-hospitalization insurance premiums for its employees. To avoid such duplication where applicable, one employee shall be designated the insured and the other a covered dependent. Such designation shall be determined by the employees involved.
- F. The Board will contribute the premiums toward the purchase of MESSA Long Term Disability Plan II, specifications as follows:
- | | |
|---|-----------------------|
| Monthly Benefit: | 70% of salary |
| Elimination Period: | 45 working day period |
| Maximum Monthly Salary Covered: | \$3,571 |
| Maximum Monthly Benefit: | \$2,500 |
| Waiver of Pre-Existing Conditions | |
| C.O.L.A. | |
| Freeze on Offsets | |
| Alcohol/Drug and Mental/Nervous same as any other illness | |
- G. The Board will contribute the premiums due toward the purchase of \$15,000 AD&D Group Term Life Insurance for each non-probationary paraprofessional.
- H. The Board shall provide payment for vision insurance coverage which is equivalent to or better than the MESSA VSP2 Plan that was in effect in June, 1989. Employees living within a 30 mile radius of Mt Pleasant and/or Alma must use a provider panel doctor to receive maximum reimbursement.
- I. Paraprofessionals working less than full academic year (school year and full year paraprofessionals) shall have their insurance premiums terminated effective the first of the month following termination of employment.

- J. Changes in family status shall be reported to the personnel office within thirty (30) days of such change. The paraprofessional shall be responsible for any over payment of insurance premiums made by the Board for failure to comply with this program.
- K. A full year employee on approved leave (unpaid) during July and/or August will continue to receive health insurance premiums paid by the Board.

ARTICLE XX - SALARY SCHEDULES

A. 1995-96 (Retroactive to July 1, 1995)

STEP	EXPERIENCE	SCHOOL YEAR PARAPROFESSIONALS	FULL YEAR* PARAPROFESSIONALS
1	0	12,699	15,002
2	1	13,376	15,800
3	2	14,052	16,598
4	3	14,729	17,400
5	4	15,408	18,199
6	5	16,084	18,997
7	6	16,762	19,799
10	9	17,586	20,772
15	14	18,262	21,570

B. 1996-97

STEP	EXPERIENCE	SCHOOL YEAR PARAPROFESSIONALS	FULL YEAR* PARAPROFESSIONALS
1	0	13,080	15,452
2	1	13,777	16,274
3	2	14,474	17,096
4	3	15,171	17,922
5	4	15,870	18,745
6	5	16,567	19,567
7	6	17,264	20,393
10	9	18,114	21,395
15	14	18,810	22,217

C. 1997-98

STEP	EXPERIENCE	SCHOOL YEAR PARAPROFESSIONALS	FULL YEAR* PARAPROFESSIONALS
1	0	13,407	15,838
2	1	14,122	16,681
3	2	14,835	17,523
4	3	15,550	18,370
5	4	16,267	19,214
6	5	16,981	20,056
7	6	17,696	20,903
10	9	18,566	21,930
15	14	19,280	22,772

*Reflects the annual salary of full year paraprofessionals based on a reduction in the normal work day under Article V (A) to 4 hours and 20 minutes during the summer portion of the 234 day work year, commencing with the end of the 184 day calendar in June of 1987.

D. Paraprofessionals who accept additional duties beyond the end of the normal work day will be paid at an hourly rate based on the school year.

ARTICLE XXI - CALENDARS :

ARTICLE XXII - DURATION

This Agreement shall be effective upon ratification and signing by both parties and shall continue in full force and effect until June 30, 1998.

GI RESD
PARAPROFESSIONAL ESPA

GI RESD
BOARD OF EDUCATION

DATED _____

DATED _____