

6/30/96

A G R E E M E N T

Between The

ALBION BOARD OF EDUCATION

And the

PARAPROFESSIONAL CHAPTER OF LOCAL #2826

**Affiliated with the American Federation of State, County and
Municipal Employees, AFL-CIO, Michigan Council 25**

August 25, 1994 - June 30, 1996

**ALBION PUBLIC SCHOOLS
Albion, Michigan**

Albion Public Schools

AGREEMENT

Between the

ALBION BOARD OF EDUCATION

and the

PARA PROFESSIONAL CHAPTER OF LOCAL 5888

affiliated with the American Federation of State, County and
Municipal Employees, AFL-CIO, Michigan Council 25

August 25, 1994 - June 30, 1996

ALBION BOARD OF EDUCATION
ALBION, MICHIGAN

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A G R E E M E N T

This agreement entered into on this 25th day of August, 1994 between Albion Public Schools (herein after referred to as the Employer) and Albion Public Schools Paraprofessionals, Chapter of Local 2826, affiliated with MI AFSCME Council 25, AFL-CIO (herein after referred to as the Union).

PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment to promote orderly and peaceful labor relations for the mutual interest of the Employer and the Union.

The Employer and the Union agree to abide by the terms and provisions set forth herein for the duration of this agreement.

ARTICLE I

RECOGNITION

SECTION 1. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for the term of this agreement for all Employees of the Employer included in the bargaining unit described below:

- A. All full-time and part-time paraprofessionals employed by the Albion Public School District Board of Education.
- B. Excluding all Employees not specifically named in paragraph A.

Full-time paraprofessional staff shall be considered those who regularly work at least 30 hours per week. Part-time paraprofessional staff shall be considered those who regularly work at least 15 hours per week.

SECTION 2. Day-to-day call-in substitutes are not part of the bargaining unit, except for purposes of determining hourly wage rates.

ARTICLE II

Union Security and Dues Check Off

SECTION 1. Membership in the Union is not compulsory. Employees have the right to join or not to join the Union.

SECTION 2. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue to be members in good standing in the Union for the duration of this Agreement.

SECTION 3. All present employees who are not members of the Union shall, within thirty (30) days after commencing employment, pay a service fee to the Union for the term of the Agreement, either directly or through payroll authorization, on the following basis:

The service fee shall be equivalent to the cost of membership as provided by the Union's Constitution and

Bylaws.

SECTION 4. The Board and/or the Superintendent of Schools or his designated representative shall be notified in writing by the Union of any employee who is sixty (60) days in arrears in payment of the monthly service fee.

A signed copy of the Union's notice to the Board and/or the Superintendent of Schools or his designated representative will be sent to the employee by the Union.

The Board and/or Superintendent of Schools or his designated representative, upon receiving the Union's notice, shall notify the employee that unless the requirement set forth in Subsection 3 above is complied with, within thirty (30) days, his/her employment shall be terminated.

SECTION 5. In cases where the payroll deduction is made that duplicates a payment or where a payroll deduction is not in conformity with the provisions of the Union constitution and Bylaws, refunds to the employees will be made by the local Union.

SECTION 6. The Board and/or Superintendent of Schools or his designated representative, agrees to remit by the 10th of each succeeding month to the Secretary-Treasurer of the local AFSCME, AFL-CIO, all monies deducted by the operation of this Section.

SECTION 7. The Union shall indemnify and save the Board and/or the Superintendent of Schools or his designated representative, harmless against any claims, demands, suits and other forms of liability that may arise from any acts of the Board which result from its reliance on a representation of facts presented by the Union in conformity with Section 4.

ARTICLE III

Board Management Rights

SECTION 1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To the executive management and administrative control of school systems and its properties and facilities, and the activities of its employees while on employer's time.

- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
- C. To decide upon the duties responsibilities, and assignments of employees, and the terms and conditions of employment.

SECTION 2. The exercise of the foregoing powers, rights, authorities, duties, responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and, the use of judgement and discretion in conduction therewith, shall be limited only to the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IV

Union Representation

SECTION 1. The employees covered by this agreement will be represented by one chapter chairperson and two (2) stewards to be selected by the Union.

SECTION 2. The Union may designate alternate stewards who will represent Employees only in the absence of a regular steward.

SECTION 3. The Union will notify the Employer of the name of stewards and designated alternates.

SECTION 4. Official Union business including investigating and presenting grievances to the Employer is not to be conducted during the member's working hours except with approval of the Superintendent or a designated representative.

ARTICLE V

Special Meetings

Special meetings between the Union and the Employer may be called by mutual agreement for the purpose of discussing important matters. Normally the arrangements for the special meetings will be made between the Chapter Chairman and the Superintendent or his/her designate. Such arrangements will include an agenda, and a specified time and place for the

meeting, and the names of the persons to be invited. If there is agreement to hold the meeting during regular working hours, employees participating shall not suffer a loss of pay for the time spent in attending the meeting.

ARTICLE VI

Grievance Procedure

SECTION 1. Grievance shall be defined as an alleged violation of a specific article or section of this agreement. Employees are encouraged to seek informal resolution of their grievances prior to use of the procedure outlined in this article.

SECTION 2. Grievances shall be processed in the following manner:

Step 1

- a. An employee having a grievance shall present it within three (3) working days of the occurrence, to his/her supervising administrator either directly or accompanied by a Union representative.
- b. Within three (3) working days after the presentation of the grievance, the supervising administrator shall answer the grievance orally to the employee.

Step 2

- a. Within five (5) working days of the oral answer, if the grievance is not resolved, it shall be stated in writing, signed by the grievant and Union representative and lodged with the supervising administrator. In no event shall a written grievance be filed more than ten (10) working days after the incidence giving rise to the grievance.
- b. The statement of grievance shall name the employee involved, shall state the facts giving rise to the grievance, shall identify all appropriate provisions of the contract alleged to be violated, shall state the contention of the Union with respect to these provisions, and shall indicate the specific relief requested.
- c. Within five (5) working days after receiving the grievance, the supervising administrator shall communicate his/her answer in writing to the grievant and union representative.

Step 3

- a. If the grievance is not resolved in Step 2, the grievant may, within seven (7) working days of

receipt of the supervising administrator's answer, submit to the Superintendent, or designee, a written statement of grievance signed by the grievant and union representative.

- b. The superintendent or designee, shall give the grievant an answer in writing no later than seven (7) working days after receipt of the written grievance.

SECTION 3

- a. Any hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend. Such hearings will be conducted during non-working hours unless there is mutual agreement for other arrangements.
- b. Time limits provided in this procedure may be extended by mutual agreement of both parties.
- c. Any grievance not advanced from one step to the next within the time limits of that step shall be deemed resolved by the answer at the previous step. Failure of an administrator to respond to a grievance shall be deemed a denial and shall permit the grievance to be advanced to the next level if applicable.
- d. No probationary employee may use the grievance procedure in any way to appeal discharge.
- e. No employee shall use the grievance procedure to appeal any decision of the Board or Administration if such decision is subject to a state or Federal Regulatory Commission or agency.
- f. Nothing contained in this agreement shall deny to any employee his rights under State or Federal constitutions and laws.
- g. Should a grievant voluntarily terminate his employment while a grievant is in process, it shall be deemed withdrawn and no further proceedings instituted.

Step 4 ARBITRATION

- a. Within twenty (20) working days after receipt of the decision of the Superintendent or his designated representative, the Union or the Superintendent or his designated representative, upon written notice to the other, may submit the grievance to

arbitration under and in accordance with the rules of the American Arbitration Association.

- b. POWERS OF THE ARBITRATOR It shall be the function of the arbitrator and he shall be empowered except as his 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. 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 structures or change any salary of the existing Agreement.
 3. He shall have no power to rule on any of the following:
 - a. Any claim or complaint for which there is another remedial procedure or course established by law or regulation having the force of law.
 - b. Any matter involving employee evaluation.
 4. The decision of the arbitrator shall be final and binding upon the Union and the Board.
 5. Any fees and expenses of the arbitrator shall be shared equally by the Board and the Union. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

SECTION 4. Stewards or other Union representatives present at a grievance hearing at any step will not lose time or pay as result of representing Employees in grievance matters providing advance approval from the Superintendent or designee is obtained as outlined in Article V - Special Meetings.

ARTICLE VII

Discharge and Disciplinary Action

SECTION 1. The employer will provide a discharged Union member and the Union notice of discharge with reasons therefore in writing at, or prior to, the time of discharge.

SECTION 2. If requested, the Employer will discuss the reasons for discharge with the discharged Union member. The Union will be notified and may have a representative present.

SECTION 3. Should the Union member believe he/she has been unjustly discharged or disciplined, a grievance may be submitted at the Superintendent Step (step 3) of the grievance procedure.

ARTICLE VIII

No claim for back wages shall exceed the amount of wages the Employee would otherwise have earned.

ARTICLE IX

The re-employment rights of veterans will be in accordance with all applicable laws and regulations.

ARTICLE X

Seniority

SECTION 1. Seniority is an Employee's length of continuous service with the Albion Public Schools within one of two classifications: educational paraprofessionals and bus aides.

SECTION 2. All new employees shall be probationary employees for the first sixty (60) calendar days of employment. During this probationary period, the Employee shall have no seniority status, and may be laid off or have employment terminated at the sole discretion of the Employer. Probationary periods may be extended beyond 60 days, if deemed appropriate by the Employer but in no event shall it be extended more than 60 days. The Union will be provided with the reasons for the extension of the probationary period.

SECTION 3. Upon satisfactory completion of the probationary period, the Employee's name shall be entered on the seniority list as of the most recent date of hire.

SECTION 4. Following execution of this Agreement, an up-to-date seniority list shall be prepared by the Employer and presented to the Union within 30 calendar days. If two or more employees have the same hiring date, their names shall appear on the seniority list alphabetically -last name first.

The Employer will provide the Union with an up-to-date copy of the seniority list annually as of July 1.

SECTION 5. Employees shall lose seniority for any one or more of the following reasons:

- (a) If an employee quits or retires.
- (b) If an employee is discharged.
- (c) Failure to return to work when recalled from lay-off or leave of absence. Failure to return within five (5) consecutive working days following receipt of notification by certified mail shall be considered failure to return from lay-off or leave of absence.
- (d) Lay-off for twelve (12) or more consecutive months.
- (e) Accepting assignment with the Employer to a position outside the bargaining unit, after holding that position for sixty (60) calendar days.
- (f) If an employee is absent without notice for more than three (3) consecutive days.

ARTICLE XI

Layoff

SECTION 1. In the event of a layoff, probationary employees will be terminated in the number necessary. Further reductions shall be on the basis of employees' seniority within one of the two aforementioned classifications and their ability to perform the work of the classification without training.

SECTION 2. Seniority accumulated during a layoff shall be applicable only for the purposes of layoff and recall and not eligibility establishment for any employee benefits provided hereinafter elsewhere in this Agreement. Eligibility for and the right to such benefits shall be temporarily suspended at the time an employee is laid off. The Board will give an employee who is to be laid off, a two (2) week notice of such layoff or equivalent in wages.

SECTION 3. The above procedure does not apply to the normal reduction of the force during any time school is not in session due to emergency situations.

ARTICLE XII

Recall

SECTION 1. Recall shall be by classification in the reverse order of layoffs, provided that a recalled employee must possess the ability to perform the work of the classification he/she is recalled to do without training.

SECTION 2. When recalling a laid off employee, the following steps shall be followed:

- A. Telephone the employee to be recalled.
- B. Confirm the telephone conversation with a letter and send a copy of the letter to the Union.
- C. If unable to reach the employee by telephone, send a certified letter with a copy to the Union (Local Chapter Chairperson).

ARTICLE XIII

Transfers

SECTION 1. The Employer shall have the right to transfer Employees in order to promote efficiency, meet the needs of students, or to meet emergency situations. Prior to making such transfers, the Employer shall notify the affected employee and shall provide the employee with the reasons for the transfer if so requested.

SECTION 2. In case of an emergency, the Employer may use non-bargaining unit employees as may be needed.

SECTION 3. If an Employee is transferred from the bargaining unit to a position outside the unit, and is transferred back into the bargaining unit within a 60-day period, he/she shall retain his/her previously accumulated seniority in the bargaining unit, but shall not accumulate seniority while outside the bargaining unit.

ARTICLE XIV

Vacancies

SECTION 1. A permanently vacant or newly created position within the bargaining unit shall be posted for five (5) working days. Employees desiring to apply for a vacancy must make written application within the posting period.

Any paraprofessional job posting will be given to the building level steward at the time the job is posted. During

Any paraprofessional job posting will be given to the building level steward at the time the job is posted. During the time when school is not in session copies will be sent to the Union President.

SECTION 2. Management reserves the right to make the determination as to the filling of any vacant position. Upon request, the Employer shall meet with an Employee not selected for a vacancy to discuss the reasons for not being selected.

ARTICLE XV

Leaves of Absence

SECTION 1. SICK LEAVE DAYS ALLOWANCE Full pay for personal illness, injury and quarantine will be one (1) day per month worked up to eleven (11) days per year. Such sick leave to be accumulated at the rate of one (1) day per month worked. Those employees who have not accumulated enough sick leave to cover illness will not receive sick leave pay. Of these eleven (11) days, three (3) may be used for personal business (see Section 2 below), two (2) days used for sickness in family, and two (2) days may be used for emergency leave.

SECTION 2. PERSONAL LEAVE Each employee may use three (3) of the accumulated sick leave days per year for the purposes of personal business. Personal leave must be applied for 24 hours in advance. Personal leave will not be granted for the following:

- a. first day of work
- b. last day of work
- c. work days preceding or following holidays and/or vacations

SECTION 3. JURY DUTY LEAVE An employee who has acquired seniority and who is summoned and reports for jury duty, shall be paid the difference between jury duty pay and their regular pay for the time spent on jury duty.

Employees subpoenaed to testify in a court proceeding, not his/her own, will be paid the difference between their witness fee and their pay for time actually spent for a maximum of five (5) days. If the time required for such service on any one (1) day is four hours or less, the employee will be required to return to work for the remainder of the day.

Such compensation will be payable only if the Employee:

- a. Gives the superintendent or designee prior notice of such service, and;
- b. Presents proper evidence as to the service performed

and the fee received.

SECTION 4. All absences from duty must be reported to the supervising administrator and to the Central Administration Office at 629-9166. All absences shall be reported at least

one hour prior to the start of the work day.

ARTICLE XVI

The Employer will provide bulletin board space at each building where bargaining unit members work which may be used by the Union for posting notices pertaining to Union business.

ARTICLE XVII

No Strike Clause

SECTION 1. It is the intent of the parties of this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slow down or a strike against the Board of Education of the Albion Public Schools.

SECTION 2.

NO LOCKOUT CLAUSE No lockout of employees shall be instituted by the Employer during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down, or otherwise interfere with or suspend work to which they are assigned. The Union agrees that it will not cause, engage in, or authorize its members to engage in any action or interfere with the services rendered by the Employer and its employees. This restriction shall apply to the Employer and the Union even though all steps of the grievance procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the parties to enforce their demands.

ARTICLE XVIII

Work Schedules

SECTION 1. Work schedules and hours for paraprofessional employees shall be determined by the Superintendent or

designated representative. Lunch periods shall be determined by the employee's supervising administrator as designated by the employer in writing. Lunch periods shall be not less than 30 minutes in length outside work hours.

SECTION 2. Paraprofessional employees shall be entitled to a 15 minute relief period within the building in the morning and in the afternoon. The scheduling of such relief periods shall be set forth by the Superintendent or designee. Relief periods shall not be cumulative unless agreed to by the supervising administrator for a specific purpose.

ARTICLE XIX

Salary Schedule

For 1994-95 the salary schedule shall be:

| | | |
|----------------|---|---------------------------------|
| LEVEL 1 | - | \$6.31 |
| LEVEL 2 | - | \$6.79 |
| LEVEL 3 | - | \$7.34 |
| LEVEL 4 | - | \$7.80 |
| PARENT LIAISON | - | Base = \$9.75 |
| | | Base plus Longevity 3 = \$10.68 |

Longevity Steps:

| | | |
|----|---|--|
| L1 | - | After 10 years of service-103.5% of Level 4 = \$8.07 |
| L2 | - | After 15 years of service-106.5% of Level 4 = \$8.30 |
| L3 | - | After 20 years of service-109.5% of Level 4 = \$8.54 |

For 1995-96 the salary schedule shall be:

| | <u>Semester 1</u> 1% | <u>Semester 2</u> 1.5% | <u>Average</u> 1.75% |
|-----------------------|-------------------------|---------------------------|---------------------------------|
| LEVEL 1 | 6.37 | 6.47 | 6.42 |
| LEVEL 2 | 6.86 | 6.96 | 6.91 |
| LEVEL 3 | 7.41 | 7.52 | 7.47 |
| LEVEL 4 | 7.88 | 8.00 | 7.94 |
| PARENT LIAISON (Base) | 9.85 | 10.00 | 9.92 |
| | | | Base plus Longevity 3 = \$10.91 |

Longevity Steps:

| | | |
|----|---|--|
| L1 | - | After 10 years of service - 104% of Level 4 = \$8.26 |
| L2 | - | After 15 years of service - 107% of Level 4 = \$8.50 |
| L3 | - | After 20 years of service - 110% of Level 4 = \$8.73 |

ARTICLE XX

Holiday Provisions

All regularly employed paraprofessional personnel will receive their daily rate of pay for the following holidays provided the employee has worked the last preceding and the first work day following the holiday:

Labor Day (if school is in session before this date)
Thanksgiving
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Good Friday (if school is not in session)
Memorial Day

* Employees shall be paid for the first two snow or Act of God days during any school year should such days occur. If more than two (2) such days occur within any school year, the additional days will not be paid but may be rescheduled by the board. If an employee works on a rescheduled day, they will be paid at their regular rate of pay for the hours worked.

ARTICLE XXI

Health Insurance Package

\$500 annually shall be allotted for for medical reimbursement (pro-rated for part-time employees). Bills are to be submitted quarterly to the business office.
Allowable expenses include:

optical
dental
medical
chiropractic
prescription drugs

Reimbursable expenses may be incurred by employee, their spouse and their dependents. Amounts not used by calendar year-end are forfeited.

Life Insurance

Upon application by a permanent and full time employee who has completed the probationary period, the Board shall provide \$15,000 worth of Term Life Insurance with the Board of Education paying full premium cost. The amount of life insurance will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount.

ARTICLE XXII

Termination And Modification

This Agreement shall continue in full force and effect until June 30, 1996.

- A. If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party on sixty (60) days written notice prior to the termination date.
- C. If notice of amendment to this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- D. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- E. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail addressed, if the Union, to: Michigan Council 25, American Federation of State, County and Municipal Employees, AFL-CIO, 1034 North Washington, Lansing, MI 48906; and, if the Employer, addressed to: Superintendent of Schools, Albion Public Schools, 401 E. Michigan Avenue, Albion, MI 49224, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF the parties have executed this Agreement this 5th day of June, 1995.

FOR THE UNION:

Gloria Francis
President
Roslyn Douglas
Secretary
Arthur Anderson
Chief Negotiator

FOR THE BOARD OF EDUCATION:

Joyce J. Spicer
President
Carl Faley
Secretary
Judith A. Robert
Chief Negotiator

