

**BENTON HARBOR AREA SCHOOLS
BOARD OF EDUCATION
1990 - 91**

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AGREEMENT

THIS AGREEMENT made and entered into this 4th day of September, 1990, by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the "Board" and the BENTON HARBOR PARAPROFESSIONAL ASSOCIATION/MEA/NEA hereinafter referred to as the "Association."

WITNESSETH:

The general purposes of this Agreement are to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the Board, its employees and the Association. Recognizing that the well-being of the Board and the job security of the employees depend upon the Board's ability to continue to provide the proper facilities for those whom the Board serves, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1 - RECOGNITION

SECTION 1: BARGAINING UNIT DESCRIPTION.

The Employer recognizes the Association as the sole and exclusive collective bargaining representative with respect to wages, hours and other conditions of employment, for all of the Board's Paraprofessional employees, parent involvers, proctor/monitors, and attendance workers, of the Benton Harbor Area Schools, but excluding administrative employees, supervisor employees, maintenance employees, teachers, secretaries, summer attendance monitor, food service employees, hall supervisors, bus drivers, security and all other employees.

SECTION 2: PARAPROFESSIONAL DEFINED.

The term "paraprofessional" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described, and wherever the male pronoun is used it shall be deemed to mean "male and/or female".

SECTION 3: EMPLOYER RIGHTS.

The Association recognizes and agrees that, except as limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the School District and to direct and supervise the employees who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

SECTION 4: NON-DISCRIMINATION.

The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, height, weight, creed, sex, age, nationality or political belief, or marital status, nor shall either discriminate against any employee because of his membership or non-membership in the Association.

SECTION 5: ASSOCIATION ACTIVITY.

The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during their working hours.

ARTICLE II - REPRESENTATION

SECTION 1: ASSOCIATION REPRESENTATIVE, ELECTED.

The Board recognizes and agrees that the Association shall have the right to designate or elect an Association representative for each school building covered by this Agreement.

SECTION 2: GRIEVANCE COMMITTEE MEMBERS.

The Association shall be represented by a grievance committee of not to exceed three (3) members.

SECTION 3: GRIEVANCE COMMITTEE, NOTIFICATION OF EMPLOYER.

Immediately after the execution of this Agreement, the President of the Association shall promptly notify the Personnel Office, in writing, of the names of the Association representatives and the members of the grievance committee and will promptly notify the Personnel Office, in writing, of any changes or replacements therein.

SECTION 4: GRIEVANCE COMMITTEEMAN LIMITATIONS.

It is expressly understood that, in no event, shall any Association representative leave his work for grievance purposes, as provided in the grievance procedure, without first notifying and obtaining the prior approval of his building principal and/or immediate supervisor.

SECTION 5: BULLETIN BOARD USE.

The Association shall have the right to post notices of activities and matters relating to Association business on bulletin boards, one of which shall be provided at each educational site. All material to be posted shall contain nothing of a political or defamatory nature. A copy of all material posted shall be provided to the building principal at the time said material is posted. The Board shall have the right to withdraw the use of a bulletin board from the Association when the use thereof is contrary to these provisions.

SECTION 6: MAIL SERVICE.

The Association shall have the right to make use of inter-school mails for the purpose of transporting communications relative to Association business and each building Association representative shall have the right to place such materials in the mailbox of each paraprofessional in his building; however, nothing of a political or derogatory nature shall be transmitted thereby.

SECTION 7: SCHOOL FACILITIES, USE THEREOF.

School rooms may be used by the Association for meetings and special programs, at no cost to the Union, provided,

- (a) Arrangements are made in advance with the building administrator.
- (b) Meetings are scheduled within the regular shift hours of the custodial staff.
- (c) Typewriters and other reproduction equipment may be used at actual cost.

SECTION 8: INFORMATION.

The Board agrees to make available to the Association any and all information which it makes available to the public and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board.

SECTION 9: ASSOCIATION SECURITY AND DUES CHECK-OFF.

(a) Employees covered by the Agreement at the time it becomes effective, and who are members of the Association at that time, shall be required as a condition of continued employment to continue membership in the Association for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Association at the time it becomes effective, except as provided by subparagraph (d), shall be required as a condition of continued employment to become members of the Association or pay to the Association each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30th) day following such effective dates.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, except as provided by sub-paragraph (d) shall be required as a condition of continued employment to become members of the Association or

pay to the Association each month a service charge in an amount equal to the regular monthly dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment, except that such employee shall be required, in lieu of paying the monthly Association dues uniformly required of all Association members, to pay sums equal to such dues uniformly required of Association members to one of the following:

- (1) American Cancer Foundation
- (2) United Way
- (3) March of Dimes
- (4) NAACP
- (5) United Negro College Fund
- (6) Muscular Dystrophy
- (7) American Heart Association
- (8) Diabetes Foundation
- (9) Sickle Cell Anemia Foundation
- (10) Other organizations mutually agreeable to the Employer and the Association.

The employee shall evidence such contribution by furnishing a copy of the receipt of the contribution to the Association.

(e) Employees shall be deemed to be members of the Association within the meaning of this Section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this Section if they are not more than thirty (30) days in arrears in payment of the service charge.

(f) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Association.

(g) During the life of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay, the second pay period each month, for ten (10) months September through June, the applicable amount designated in writing to the Employer by the Secretary-Treasurer of the Association and shall remit any and all amounts so deducted to said Secretary-Treasurer of

the Association along with a list of employees from whom the deductions were made.

The Association agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization cards or by reason of the Employer's compliance with the provisions of this Section.

SECTION 10: ASSOCIATION DAYS.

The Association shall be allowed ten (10) days per fiscal year with pay for the purpose of conducting Association business, provided a written notice for such leave is presented to the Personnel Office by the president of the Association at least three (3) regularly scheduled working days prior to the anticipated absence. The Association shall reimburse the District for the cost of a substitute, if a substitute is employed. No more than one (1) paraprofessional from a building shall be allowed to take an Association leave day at one time, unless approved by the immediate supervisor.

SECTION 11: PAYROLL DEDUCTIONS.

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, United Community Fund, or any other plans or programs jointly approved by the Association and the Board. The companies from which annuities may be obtained shall be limited to the following:

- (1) Investors Syndicate Life Insurance and Annuity Company
- (2) Metropolitan Life Insurance Company
- (3) Mutual Life Insurance Company of New York
- (4) Occidental Life Insurance Company of California
- (5) Variable Annuity Life Insurance Company
- (6) MEA Annuity
- (7) Horace Mann
- (8) Massachusetts Mutual

The Board or its agents shall not be liable in any way for any benefits or programs for which payroll deductions are made on behalf of a bargaining unit employee nor shall the Board guarantee or warrant, either expressed or implied, any benefits or programs for which said deductions are made.

ARTICLE III - GRIEVANCE PROCEDURE

SECTION 1: GRIEVANCE DEFINED.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement or the reasonableness of any rule related to wages, hours or working conditions.

SECTION 2: FIRST STEP.

To be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and two (2) copies thereof must be presented to the employee's immediate supervisor within ten (10) working days after receipt of the immediate supervisor's oral answer. The immediate supervisor shall give a written answer to the aggrieved employee within ten (10) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Board's copy of the grievance and sign the same.

SECTION 3: SECOND STEP.

If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the Personnel Director, or his/her designee, within ten (10) working days after receipt of the First Step answer. The Personnel Director may either conduct a hearing or render an decision without a hearing. The Personnel Director shall give the Association representative a written Second Step answer to the grievance within ten (10) working days after the grievance has been presented to him, or in the event a hearing is conducted, within ten (10) working days after the close of the hearing. If the grievance is settled at this step, the Board's copy of the answer will be signed by the Association representative.

SECTION 4: THIRD STEP.

If the grievance has not been settled in the Second Step, and is to be appealed to the Third Step, such notice of appeal must be given to the Personnel Director, or his/her designee, within ten (10) working days after receipt by the Association representative with the Second Step answer. The grievance reaching this Step shall be considered at a meeting between the Association's grievance committee and the Superintendent and/or his designee, which meeting shall be held no later than ten (10) working days from the time the appeal was taken to this step. The Superintendent and/or his designee will give the chairperson of the Association's committee a written Third Step answer within ten (10) working days after such meeting unless such time limit has been extended by agreement between the Superintendent and/or his designee and the representative for the Association. If the grievance is settled at this Step, the Board's copy of the answer will be signed by the chairperson of the Association's committee.

SECTION 5: FOURTH STEP.

If the grievance has not been resolved in the fore-

going Steps and the Association desires to carry it further, the Association shall, within ten (10) calendar days following receipt of the Third Step answer, advise the Board in writing that such answer is unacceptable, the reason it is deemed to be unacceptable and in such communication further advise the Board that the matter is being submitted to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) calendar days after giving the Board the ten (10) calendar days notice above referred to. If the grievance has not been submitted to arbitration within said ten (10) calendar day period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator shall be final and binding upon the parties hereto. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association. The expenses, wages and fees of witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages and fees of witnesses and representatives of the Association shall be borne by the Association, in accordance with past practice.

SECTION 6: GRIEVANCE TIME LIMITS.

If a grievance which has not been settled at any Step of the grievance procedure is not appealed by the Association to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered within the time limits specified for such answer at any Step of the grievance procedure, such grievance shall automatically be advanced to the next higher Step of the grievance procedure, except that nothing contained herein shall be construed in such a manner as to automatically refer a subject to the Fourth Step of the grievance procedure.

SECTION 7: ASSOCIATION GRIEVANCE.

Grievances on behalf of the entire Association shall be filed by the chairperson of the Association's grievance committee and shall be processed starting at the Second Step of the grievance procedure within ten (10) working days of the occurrence of the event upon which it is based or should have had knowledge of the event upon which the complaint is based.

SECTION 8: THIRD STEP GRIEVANCE MEETINGS.

Meetings provided for in the Third Step of the grievance procedure shall start not later than 4:00 p.m. on the day for which they are scheduled, unless mutually agreed upon by the parties hereto.

SECTION 9: GRIEVANCE COMMITTEE.

The Personnel Director shall be promptly informed in writing as to the membership of the Association's grievance committee and any changes therein.

SECTION 10: WORKING DAYS DEFINED.

Whenever the words are used in the Agreement, "working days" shall be defined as those days which are scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

SECTION 11: GRIEVANCE EXTENSION.

Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the Association and the Board.

SECTION 12: GRIEVANCE ISSUES.

The following subjects shall not be subject to the grievance procedure:

- (a) Discipline or termination of a probationary employee.
- (b) Dispute over a seniority date once the date has been posted fifteen (15) working days.
- (c) An involuntary, non-disciplinary transfer.

SECTION 13: GRIEVANCE ISSUES.

Any grievance which originates because of action taken by a representative of the Board other than the employee's immediate supervisor shall begin at the Personnel Director's level of the grievance procedure.

ARTICLE IV - STRIKES AND LOCKOUTS

SECTION 1: ASSOCIATION SUPPORTED STRIKES.

The Association agrees that during the life of this Agreement neither the Association, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike. The Board agrees that during the same period there will be no lockouts.

SECTION 2: INDIVIDUAL STRIKES.

Individual employees, or groups of employees, who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined or discharged in the sole discretion of the Board.

ARTICLE V - SENIORITY

SECTION 1: SENIORITY DEFINED.

An employee's seniority shall be defined as his length of continuous service with the Board since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular employee at the instruction of the Board since which he has not quit or been discharged. No time shall be deducted from an employee's seniority due to the absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, transfers, or for layoffs for lack of work or funds except as hereinafter provided.

SECTION 2: PROBATIONARY PERIOD.

All employees shall be probationary employees until they have actually worked ninety (90) days as a regular employee. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated in the sole discretion of the Board without regard to their relative length of service. However, the Board will give the employee the reason for his termination which shall not be subject to the grievance procedure. At the conclusion of an employee's probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

SECTION 3: SENIORITY LIST.

The Board will maintain an up-to-date list, a copy of which shall be posted on the appropriate bulletin board twice each year, by November 15 and March 15, and a copy will be sent to the Association President. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their most recent date of hire, starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees have the same date of hire, their names shall appear on the seniority list alphabetically by the first letter or letters of their last name. If two or more employees have the same last name, the same procedure shall be followed in respect to their first names.

SECTION 4: SENIORITY TERMINATION.

An employee's seniority shall terminate:

- (a) If he quits or is discharged.
- (b) If following a layoff for lack of work or funds, he fails or refuses to notify the Board of his intention to return to work within seven (7) calendar days after written notice, sent by certified mail return receipt requested, of

such recall is sent to his last address on record with the Board is returned as being undeliverable or having notified the Board of his intent to return, fails to do so within fourteen (14) calendar days after such notice is sent, or upon the day established by the Board for his return, whichever is later.

(c) If an employee is laid off for lack of work or funds for a continuous period of twenty-four (24) consecutive months.

(d) If he is absent for three (3) consecutive work days without notifying the Employer prior to or within said three (3) days of a justifiable reason for such absence.

(e) Fails to request a leave of absence in writing, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.

SECTION 5: POSITION ASSIGNMENTS/TRANSFERS.

Employees shall be notified, in writing, of their forthcoming schedule and assignments one week in advance. Employees who will be affected by a change in assignment/transfer during the school year, will be notified and consulted by their building principal as soon as practicable. The Superintendent of schools has the sole right to assign/transfer employees to positions for which they are qualified within the School District.

SECTION 6: DUTY ASSIGNMENTS.

The assignment of various duties to non-certified employees within each school building shall be the responsibility of the building principal. The building principal shall inform the paraprofessional(s) of duties involved with the assignment.

SECTION 7: REQUEST FOR TRANSFER.

The request by an employee for a transfer to a different school building or job must be made in writing and presented in triplicate on a form provided by the Board, to the Director of Personnel through the employee's building principal. The application shall set forth the reasons for the request, the school or job sought, and the applicant's qualifications which support the request. Such request must be reaffirmed each year to assure consideration by the Director of Personnel. The employee who applies first shall be given preference irrespective of his relative length of seniority. Each applicant shall be notified in writing as to the action taken regarding his request as soon as is practicable.

SECTION 8: VACANCIES.

In the event a vacancy which has not been filled under the provisions of Section 7 of this Article occurs and the Board deems it necessary to fill such vacancy, the Board subscribes to the policy of filling vacancies from within its own employee staff. Therefore, whenever a permanent vacancy occurs or is anticipated, a notice thereof shall be posted on a bulletin board in each school building for five (5) school days before the position is filled, and at the time the notice is posted a copy thereof shall be sent to the Association President. Employees who desire to be considered for the vacancy shall submit their bids in writing to the Director of Personnel. Permanent vacancies shall be filled by the applicant who in the judgment of the Board possesses the most experience, competency, qualifications and other relevant attributes to satisfactorily perform the job. Members of the bargaining unit who applied for vacancies shall be notified within ten (10) days after the job has been filled whether or not they received the position for which they applied. The Association President shall receive a carbon copy of said communique. In the event a job is posted and not filled, the Association President, upon request, shall be furnished with the names of all bargaining unit members who bid on said position.

SECTION 9: VACANCY TRANSFER REQUEST.

In the event a personality conflict develops between a paraprofessional and his assigned teacher, the paraprofessional shall have the right to submit a written request to the principal requesting a transfer, without prejudice, to an existing vacancy or the first vacancy that becomes available for which the paraprofessional is fully qualified. Upon the submission of the request for transfer, the principal shall interview the paraprofessional for the purpose of ascertaining the problem, and placing the paraprofessional in a vacancy for which he is qualified. Requests for transfer, pursuant to this Section, shall take precedence over a request for transfer submitted pursuant to Section 7 of this Article. If two or more paraprofessionals seek a transfer pursuant to this Section, the administration agrees to investigate the feasibility of switching paraprofessional assignments among the employees involved.

SECTION 10: REDUCTION OF WORK FORCE.

When it becomes necessary to reduce the size of the work force, temporary employees shall be laid off first. If further reduction is necessary, probationary employees shall be laid off next. If further reduction is still necessary, seniority employees shall be reduced starting with the least senior employee and through the seniority list in inverse order, providing there are seniority paraprofessionals who are able to satisfactorily perform the work of the laid off employee with a reasonable break-in period. In the event there are no senior employees who can satisfactorily perform

the work of those scheduled for layoff with a reasonable break-in period, then the junior employee shall be retained and the senior employee shall be laid off. Other conditions for layoff are as follows:

(a) If a paraprofessional's position is eliminated, she shall take the position of the least senior paraprofessional, provided she can perform the work with a reasonable break-in period.

(b) The Board shall notify each paraprofessional at least ten (10) working days prior to layoff.

SECTION 11: RECALLING EMPLOYEES FOLLOWING LAYOFF.

When recalling employees to work following layoff, the senior employee on layoff status who has the present ability to satisfactorily perform the available work with the reasonable break-in period shall be recalled to such work. Available work shall be defined as any position in the bargaining unit which has been posted but not filled through the bidding process. If there are no employees on layoff status who have the present ability to satisfactorily perform the available work with a reasonable break-in period, the senior laid off paraprofessional who has the requisite ability to perform the work shall be the one recalled. If, under this Section there are no laid off employees qualified for recall, then the Board shall be free to hire new employees to perform such work. If an employee is given reasonable break-in as above provided, and demonstrates that with such break-in and training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and shall be eligible for recall to work to which his seniority entitles him.

SECTION 12: RECALL PAY.

If a bargaining unit employee is on lay-off and the District calls said laid-off employee in to substitute as a paraprofessional, said member shall be paid at his hourly rate of pay which would have been earned if the employee had not been laid-off.

SECTION 13: ON THE JOB TRAINING.

If through lay-off, a bargaining unit member is placed into a type of position in which he has not served within the past two (2) years, said employee may request, in writing, through his immediate supervisor, training in said new position. If approved, said training shall be for a maximum of one (1) work day with the employee who is leaving said job, unless said employee who is vacating the position has left the employment of the District or through Staff Development or teacher.

ARTICLE VI - LEAVES OF ABSENCE

SECTION 1: LEAVE, PERSONAL.

A leave of absence for personal reasons of not to exceed one (1) year may be granted, without pay or benefits, and without loss of seniority, to an employee who has completed his probationary period with the Board since his last hiring date, provided, in the judgment of the Board, such employee can be spared from his work. A leave of absence will not be granted to seek or accept other employment. A request for leave of absence hereunder must be made in writing, on a form provided by the Board, with one (1) copy hereof given to the employee's building principal and another copy sent to the Personnel Office. Such request must be made and the approval thereof received by the employee prior to his absence in order for the employee to be on an approved leave of absence.

SECTION 2: LEAVE, DISABILITY.

In the event a paraprofessional becomes temporarily disabled, the paraprofessional may use accumulated sick leave days. Upon expiration of all such sick leave, or at any time during the disability, the paraprofessional shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year providing certification from a medical doctor supports the necessity for such leave.

Should a paraprofessional be able to reasonably anticipate the need for a temporary disability leave because of illness, injury or pregnancy, such paraprofessional shall notify the Director of Personnel one (1) month prior to the anticipated beginning of the disability leave of absence. Said paraprofessional shall be granted a temporary disability leave of absence without pay or Board paid fringe benefits for a period of up to one (1) calendar year, unless the paraprofessional desires to return to work earlier, in which event the paraprofessional shall:

(1) Submit in writing notice of intent to return to work to the Director of Personnel four (4) weeks prior to the expected date of return, or a shorter period if approved by the Director of Personnel, and,

(2) Provide a certificate from a medical doctor attesting to the fact that the paraprofessional's physical condition is such that said paraprofessional is able to return to work without restriction or limitation to an assignment for which he is qualified and certified.

In the event the work and or attendance of a paraprofessional is adversely affected due to a disability condition prior to the paraprofessional's voluntary taking

of a leave of absence, the paraprofessional shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a paraprofessional fails to return to work upon the expiration of a disability leave, the paraprofessional shall be terminated and forfeit any further rights the paraprofessional may have had under this Agreement or individual contract. Paraprofessionals who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier.

SECTION 3: LEAVE, MILITARY.

An employee who enters the military service by draft or enlistment, shall be granted a leave of absence without pay for that purpose, and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act, and any other applicable laws then effective.

SECTION 4: LEAVE, RETURN FROM.

Upon return from an authorized leave of absence, during the school year, a paraprofessional shall be afforded the opportunity to accept the first vacancy for which he is qualified, seniority permitting. It is understood and agreed that an employee on a leave of absence shall have the right to a position for which he is qualified, seniority permitting, provided, said employee notifies the Director of Personnel in writing at least four (4) weeks prior to the start of the school year. When an employee is granted a leave of absence pursuant to Sections 1 and 2, of this Article of less than thirty (30) working days, such employee may be entitled to return to the position he vacated for the leave.

ARTICLE VII - EMPLOYEE EVALUATIONS

SECTION 1: EVALUATION OF PERFORMANCE.

The building principal, assistant principal or administrative supervisor, after consulting with the teacher(s) to whom the employee is assigned, will prepare a written evaluation of each employee, based upon personal observations and conferences with the employee at least once a year, on or before May 1. Probationary employees shall be evaluated at least twice during the school year by the principal/administrative supervisor, after consulting with the teacher(s) to whom the employee is assigned. Prior to conducting an evaluation, the employee shall be given, by the Employer, a copy of an evaluation form, mutually agreed upon by the Employer and the Association, and made acquainted with the specific criteria and procedure to be used in the evaluation of the employee.

SECTION 2: PERFORMANCE EVALUATION REPORT.

Copies of the written evaluation shall be submitted to the employee at the time of personal interview or within ten (10) days thereafter. One is to be signed indicating full knowledge of its content and returned to the administration, the other to be retained by the employee. In the event the employee feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

SECTION 3: COMPLAINTS/PERSONNEL FILE REVIEW.

Any complaint regarding an employee made to the administration by any parent, student, or other person which is considered in evaluating said employee's performance will be called to his attention as soon after the complaint has been made as is practicable. Each employee will have the right, upon written request, to review the contents of his personnel file. A representative of the Association, may, at the employee's request, accompany the employee in such review. The review will be scheduled with and made in the presence of the administrator responsible for the safe-keeping of such file, or someone by him designated. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such credentials or reports from the file prior to the review of the file by the employee.

SECTION 4: GRIEVANCE, CONDUCT COMPLAINT TYPE.

An employee, who has a complaint filed against him by an administrator, teacher, student, or parent, which is used in evaluating said employee, may file a grievance challenging the validity and use of said complaint.

ARTICLE VIII - DISCIPLINE OF EMPLOYEES

SECTION 1: RULES OF CONDUCT, COMPLIANCE THEREWITH.

Employees are required to comply with reasonable rules, regulations and directions from time-to-time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement, provided that an employee may reasonably refuse to carry out an order which endangers his health or safety.

SECTION 2: JUST CAUSE.

An employee who has completed his probationary period shall not be disciplined, reprimanded, or discharged without just cause. Any such action which is claimed to be unjust may be questioned through the grievance procedure. All information forming the basis for disciplinary action will be available to the employee and the Association upon request by the employee.

- (a) Filing a grievance with respect to disciplinary action

shall serve as authorization to the Board to reveal and provide to all parties involved in the grievance procedure any and all information pertaining to said grievance. In accordance with this provision, the Association shall hold the Board harmless for the release of said information from any claimed liability by reason of such disclosure.

(b) The Board and the Association subscribe to the Progressive Corrective Discipline Policy adopted by the Board in March, 1976, as amended.

Upon ratification of this Agreement, each member shall be provided a copy of the Progressive Corrective Discipline Code within ten (10) working days of completion of printing or within ten (10) working days after receipt of the Code by the District if the printing is done by an outside agency. Thereafter, each employee shall be provided a copy of the Code, if and when, amendments are adopted.

(c) It is the express right of any employee who is being disciplined as defined by the Progressive Corrective Discipline Policy to have present a representative of the Association.

ARTICLE IX - WAGES AND HOURS

SECTION 1: WAGE SCHEDULE.

The wage schedule of employees covered by this Agreement are set forth in Appendix A which is attached hereto and by this reference becomes a part hereof for the duration of this Agreement.

SECTION 2: WORKING DAY, PARAPROFESSIONAL.

The normal working day for a full-time paraprofessional shall be at least six (6) working hours, excluding the employee's lunch period. Employees may be required to report before or remain after the student school hours in accordance with the necessary supervisory duties related to the employee's work responsibilities.

SECTION 3: WORKING DAY, PARENT INVOLVERS.

Any reduction of Parent Involvers hours shall occur at the beginning of a school year.

SECTION 4: LUNCH/RELIEF TIME.

Paraprofessionals working at least four (4) hours per day shall receive a thirty (30) minute duty-free unpaid lunch period near the mid-point of the regular school day at a time specified by the employee's immediate supervisor. Parent Involvers shall receive a one (1) hour unpaid lunch period each day. All employees will be provided one relief period of ten (10) minutes in the morning and one relief period of ten (10) minutes in the afternoon, at a time determined by the employee's principal or administrative supervisor.

SECTION 5: OVERTIME.

Employees shall receive one and one-half times their regular hourly rate for any hours beyond forty (40) in a particular work week.

ARTICLE X - SICK LEAVE

SECTION 1: SICK LEAVE NOTIFICATION.

If an employee is ill or injured and will be unable to work, he is to notify the building principal, or his designated representative, by telephone, the number to call will be made available to all employees, at least one hour prior to the time he is expected to be at work, such prior notification shall be excused where the facts demonstrate that such notice was not reasonably possible. In the event the administration deems it necessary to provide a replacement for the employee, it will do so by arranging for a substitute or temporary transfer of another employee for the duration of the illness or injury. It shall be the responsibility of the employee to call the building principal, before the close of the students' school day, the day preceding his return in order that the substitute employee can be released, or the employee temporarily transferred can be notified where he is to report the following day. In the event the regular employee fails to call before the close of the students' school day, the regular employee will lose a full day's pay.

SECTION 2: SICK LEAVE ACCUMULATION.

Day Paraprofessionals shall be eligible to accrue sick leave benefits on the basis of one (1) day of sick leave after each eighteen (18) day work period *. Unused sick leave credits shall be accumulated from year to year up to a maximum of two hundred (200) days.

* To a maximum of ten (10) days per year.

Employees employed in the night school program who work a minimum of six (6) hours per week shall be granted two (2) days of sick leave per year. One (1) day of sick leave shall be credited at the end of the first semester and a second day shall be credited at the end of the second semester. Sick leave as provided for in this Section shall be cumulative from year to year. One semester worked shall be defined as a minimum of fifty (50) regularly scheduled work hours.

SECTION 3: SICK LEAVE PAYMENTS.

Sick leave payments shall be made to eligible employees (to the extent of their accumulated credits) on the basis of not to exceed eight (8) hours per day, or forty (40) hours per week, at the regular straight time hourly

rate of the employee at the time the necessary absence occurs. Sick leave may not be used in amounts of less than one-half day.

(a) Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his accumulated credited sick leave.

(b) When an employee continues to be absent from work due to an illness or disability after having used up his sick leave credit, he shall be granted an unpaid leave not to exceed one (1) year, subject to renewal at the discretion of the Board.

SECTION 4: WORKERS' COMPENSATION.

Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act, shall receive from the Employer the difference between the allowance under the Workers' Compensation Act and his regular weekly income for the duration of the illness, not to exceed six (6) months, or one hundred twenty (120) working days, with no subtraction of sick leave credits. Upon the expiration of the one hundred twenty (120) day supplemental pay period, an Employee shall be entitled to use accumulated sick leave, in one-half (1/2) day increments, until said sick leave is exhausted. Said use of sick leave supplement shall not exceed the total equivalent of what he would have received in daily pay based on his normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an Employee is on Workers' Compensation. Provided, however, the Employer shall continue the Employee's health insurance benefits until such time as the Employee's supplemental period and/or accumulated sick leave is exhausted.

SECTION 5: SICK LEAVE ELIGIBILITY.

To be eligible for sick leave payments, the employee: (1) must have worked at least twenty (20) days; (2) must be unable to report for work due to his own personal illness or disability, for the illness of the employee's current spouse or unemancipated children; and (3) must have notified the proper authorities as provided in Section 1 of this Article.

SECTION 6: MEDICAL CERTIFICATE.

When an employee has been absent from work due to his illness or injury, the Board may require that the employee present a statement from a physician attesting to the fact that the employee is physically able to return to work, without limitations or restriction, for work the employee normally performs.

SECTION 7: FUNERAL LEAVE.

All employees, who at the time have completed their probationary period, shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits, nor shall payment be made for any such three (3) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as the employee's current spouse, children, grandparents, parents, parents-in-law, brothers and sisters, brothers-in-law, sisters-in-law, son-in-law, daughter-in-law and grandchildren. To be eligible for such pay, the employee must attend the funeral. If the Board requests proof of death, the employee must present the same in order to receive the pay herein referred to. Five (5) additional days of leave of absence may be taken provided the employee has sufficient unused sick leave credits accumulated.

SECTION 8: PERSONAL BUSINESS DAYS.

Employees shall be allowed two (2) personal business leave days each year which shall be deducted from sick leave, provided:

- (a) The paraprofessional has completed six (6) months of continuous service with the District.
- (b) The request for time off is submitted in writing on a form provided by the Board to the building principal, who shall forward it to the Director of Personnel for his approval. At the time the request is submitted, the employee shall inform the building principal of the requested days(s) off. The request must state the reason why the leave is necessary and must be filed in advance of the desired time so that it reaches the Director of Personnel at least five (5) school days before the intended day of absence in order for the request to receive consideration, and if approved the necessary arrangements can be made. Emergency requests will be given consideration and, if approved, they will be granted as soon as possible.
- (c) A business leave may be taken only when a dire business necessity arises and it is imperative that the employee's presence is required away from school property and such business matters cannot be arranged outside the employee's normal school day. Except in emergency situations as determined by the Superintendent, such business leave will not be permitted on the last school day prior to or the first school day following a recess period, or during parent conference days or student record days.

ARTICLE XI - GENERAL

SECTION 1: INCLEMENT WEATHER.

In the event school is closed because of inclement weather, or for any other reason deemed necessary by the Board and teachers are not required to report for duty, paraprofessionals shall not be required to report for work and shall receive pay for the first two (2) days. Remainder shall be without pay. In the event instructional days are added to the school calendar to make up for inclement weather days, paraprofessionals shall be expected to work and shall receive their normal rate of pay for same.

SECTION 2: HOLIDAYS.

The following shall be recognized as holiday time off with pay: Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (2 days at Christmas), New Years (2 days at New Years), Good Friday, and Memorial Day and Martin Luther King, Jr.'s Birthday.

Employees will be paid their regular straight time hourly rate for the number of hours they regularly work on a regular school day for the above holidays. In no event, however, will an employee be paid for more than eight (8) hours for any one holiday. To qualify for holiday pay, the employee must work the last school day before and the first school day after the holiday unless such employee is excused by the Director of Personnel.

If school is not in session on President's Day, such day will be a day off without pay.

SECTION 3: JURY/WITNESS DUTY.

An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Board, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Board on that day on the basis of the hours for which he was scheduled at his regular hourly rate of pay. An employee who is subpoenaed as a witness during his regularly scheduled work hours and is not a plaintiff or defendant in the litigation shall be granted up to five (5) days per year with pay and benefits. Witness leave shall not be used in a case involving legal action brought against the Board by the Association or any member thereof.

(a) In order to receive the payment above referred to, an employee must give the Board prior notice that he has been summoned for jury duty or witness duty and must furnish satisfactory evidence that he reported for or performed such duty on the days for which he claims such payment.

(b) The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

SECTION 4: SUPPLEMENTAL AGREEMENTS.

The provisions herein contained and the Appendix attached hereto, constitute the entire Agreement between the parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

SECTION 5: ENTIRE AGREEMENT.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

SECTION 6: SAVINGS CLAUSE.

If, during the life of the Agreement, any of the provisions contained herein are held to be invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall not be affected thereby, and the parties agree to meet for the purpose of negotiations and agreement on substitute language for the voided provision(s).

SECTION 7: HEALTH INSURANCE.

For the life of this Agreement, the Board shall provide without cost to all employees scheduled to work twenty-five (25) or more regular hours per week, for MESSA Super Care I protection for a full twelve (12) month period, for the employee and his eligible dependents defined by MESSA and its underwriter.

SECTION 8: INSURANCE OPTIONS.

Where more than one member of the same family, i.e., husband, wife or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all such enroll as individuals, or whether one shall enroll for full Family Coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to which they are entitled by virtue of the employment status of any members of the family. In the event an employee's spouse is employed by someone other than the Board, and his employer provides comparable health insurance paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said employee. It is further agreed that the Board will provide for those not

choosing any of the above, a maximum contribution of forty (\$40.00) dollars per month toward the purchase of:

- (1) Long Term Disability
- (2) Accidental Death and Dismemberment
- (3) \$10/\$20 Hospital Supplement
- (4) Additional Life Insurance
- (5) Additional Dependent Life Insurance
- (6) Loss of Time (Income Protection)
- (7) Other policies available under MESSA Super Care I
- (8) MEA Annuities to the extent allowed by tax rules and laws

It shall be the responsibility of the employee to inform the Administration of his desire for coverage or of any changes in family status that may affect the insurance.

SECTION 9: DENTAL INSURANCE.

For the life of this Agreement, the Board shall provide without cost to the employee, dental insurance coverage under Delta Plan CO/1, Co-Pay 50/50/50, for the employee and his eligible dependents.

SECTION 10: VISION CARE.

For the life of this Agreement, the Board shall provide without cost to the employee, MESSA Vision Service Plan II, including internal and external coordination of benefits for all employees scheduled to work twenty-five (25) or more regular hours per week.

SECTION 11: MILEAGE.

Employees that are required to use their personal vehicles for school business shall, upon monthly presentation of documented mileage, be reimbursed by the Board at the then approved Board reimbursement rate.

SECTION 12: HEALTH EXAMINATIONS.

Any health examination which is required for initial employment, or which is periodically required to maintain employment, shall be at Board expense. The Board retains the right to select the physician who shall perform such examinations.

SECTION 13: EXTRA DUTY PAY.

In the event a paraprofessional's supervising teacher is entitled to additional compensation for the assignment of additional students due to the unavailability of a substitute teacher, and such assignment to the paraprofessional's regular teacher adds five (5) or more students normally assigned to another teacher, the paraprofessional shall receive an additional two and 50/100 dollars (\$2.50) per hour pay for each hour or fraction thereof that the paraprofessional is required to work with the additional students.

Both parties are in Agreement that when the classroom teacher is on a leave of absence a certified substitute should be secured. However, in the event a bargaining unit member is required to assume the classroom teacher's responsibility for a half (1/2) day or more, he shall receive a pro-rated stipend based upon the Board adopted teacher substitute rate for all time with such responsibility.

SECTION 14: STUDENT SUPERVISION.

Except in the event of an emergency, no paraprofessional shall be responsible for students without direct supervision by a certified teacher or administrator. A paraprofessional may be assigned student supervision which may include, but be not limited to, supervision during the teacher's lunch period and/or recess periods, per past practice.

SECTION 15: ADMINISTERING MEDICATION.

No bargaining unit member shall be required to administer medication.

SECTION 16: PROPERTY DAMAGE REIMBURSEMENT.


The Board will reimburse paraprofessionals for any damages or destruction of clothing or personal property, excluding vehicles, up to one hundred dollars (\$100.00), not due to negligence on the part of a paraprofessional, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment.

ARTICLE XII - DURATION OF AGREEMENT


THIS AGREEMENT shall become effective as of July 1, 1990, and shall continue in full force and effect until 12:01 a.m. on the 1st day of July, 1992 and for two (2) years thereafter unless either party shall notify the other in writing at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal of its intent to amend, modify or terminate this Agreement.

THIS AGREEMENT was executed this 4th day of September, 1990,
in Benton Harbor, Michigan.

Benton Harbor Paraprofessional
Association

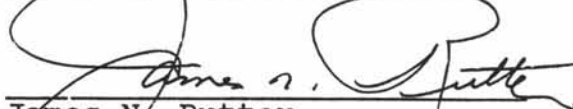


Carol Momany
President

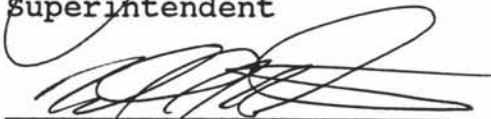


Susan Fischer
MEA Uniserv Director

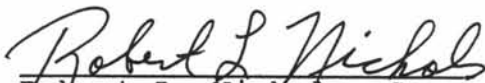
Benton Harbor Area Schools
Board of Education



James N. Rutter
Superintendent



Donald D. Dettman
Attorney/Chief Negotiator



Robert L. Nichols, Sr.
Director of Personnel

APPENDIX A

SECTION 1: Wage Schedule

(a) Paraprofessionals

**PARAPROFESSIONAL RATES OF PAY
EFFECTIVE JULY 1, 1990**

Years of Experience	High School Graduate	Two or More Years of College
- - - - -	- - - - -	- - - - -
0	\$5.60	\$6.15
1	6.15	6.68
2	6.60	7.21
3	7.11	7.57
4	7.67	8.00

EFFECTIVE JULY 1, 1991

0	\$5.88	\$6.46
1	6.46	7.01
2	6.93	7.57
3	7.47	7.95
4	8.05	8.40

(b) Employees who are currently employed as Parent Involvers will remain frozen at their current rate as long as they remain Parent Involvers.

SECTION 2: INCREMENTAL MOVEMENT.

For the purpose of achieving a full increment, an employee shall work a minimum of six (6) months during a school year.

SECTION 3: OUTSIDE WORK EXPERIENCE.

The Board may allow up to five (5) years of outside work-related experience for an employee being initially placed on the wage schedule.

SECTION 4: CONTINUED EDUCATION.

Employees who are currently employed and for those employees who have been previously employed who do not have a high school diploma and who have a satisfactory performance record, shall continue to be employed provided they are currently working on obtaining their high school diploma and that their job performance continues to be satisfactory.

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**NOTICE REGARDING
NON-DISCRIMINATORY POLICY**

It is the intent of the Benton Harbor Area Schools to administer this policy and its school programs in a consistent and equitable manner and to provide equal opportunity to the students without regard to race, color, creed, religion, sex, national origin, age, marital status, weight and height or handicap. The Board of Education subscribes to and promotes Affirmative Action in its employment practices as stated in the Affirmative Action Policies and Plans. Any question regarding equal employment opportunity may be directed to the Superintendent.

It is also the policy of the Board of Education not to discriminate on the basis of sex in their educational programs, activities, or employment policies as required by Title IX of the 1972 Education Amendment. Inquiries regarding compliance with Title IX may be directed to the Director of Public Relations/Title IX Coordinator and/or superintendent's office.

BENTON HARBOR AREA SCHOOLS
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