

8/25/96

**AGREEMENT BETWEEN
THE BOARD OF EDUCATION OF
THE SCHOOL DISTRICT OF THE CITY OF BERKLEY
AND THE
BERKLEY EDUCATION ASSOCIATION OF PARAPROFESSIONALS**

**1993-94
1994-95
1995-96**

Berkley School District

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PREAMBLE

This Agreement is entered into, effective August 26, 1993 by and between the Board of Education of the School District of the City of Berkley, hereinafter called the "Board", and the Michigan Education Support Personnel Association, hereinafter called the "MESPA", through its local affiliate, the Berkley Education Association of Paraprofessionals, hereinafter called the "BEAP". The signatories shall be the sole parties to this Agreement.

WHEREAS, the Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the "BEAP" as the representative of its bargaining unit members with respect to hours, wages, terms and conditions of employment, and

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

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE I

Recognition

Section 1 The Board hereby recognizes BEAP as the sole and exclusive bargaining representative of all paraprofessionals, whether under contract, on leave, or on a per diem or hourly basis employed by the Board, but excluding lunch room matrons and night Tyndall aides. Such representation shall cover all personnel assigned to newly created positions of a similar nature which are not principally supervisory and administrative. The Board agrees not to negotiate with or recognize any organization other than the BEAP for the duration of this Agreement.

Section 2 All personnel represented by the BEAP in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Members".

ARTICLE II

BEAP/Board Responsibilities

Section 1 The BEAP agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unlawful strike action, as said term is defined by the Public Employment Relations Act, unless the Board refuses to fully implement an arbitration award issued in accordance with this Agreement.

Section 2 The Board agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any unfair labor practice, as defined by the Public Employment Relations Act.

Section 3 No person or persons shall be discriminated against on the basis of race, sex, creed, color, national origin, marital status, age, handicapped status, or membership in, or association with the activities of the BEAP. The parties will continue to work together to assure equal employment opportunities to all.

Section 4 Both parties recognize the value of sharing, discussing, and providing opportunities for resolving problems. Therefore, representatives of the Board and the BEAP shall meet, as required, for the purposes of discussing grievances, Board policies and practices, and problems in regard to this Agreement.

Section 5 No bargaining Unit Member shall be left in a building alone.

Section 6 In the event criminal or civil proceedings are brought against any employee in the course of his/her employment, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee ultimately is found not guilty.

the Board will fully reimburse the employee for legal counsel fees expended. The employee shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

Section 7

- A. Any incident of assault on an employee shall be immediately reported, by the principal, to the Superintendent.
- B. In the event of legal action resulting from an incident of assault on an employee, the Board or its designee will conduct an investigation to determine whether or not it will furnish counsel for such employee. In the event the Board refuses to furnish counsel and the employee is ultimately upheld by the courts in such action, the Board will fully reimburse the employee for legal counsel fees expended. The employee shall furnish the Board with a statement from his/her legal counsel certifying the legal fees actually paid by the employee, excluding any legal fees paid by insurance or other sources.

ARTICLE III

Financial Responsibility

Section 1 Each employee shall, as a condition of employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, join the Association or pay a service fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

Section 2 Any employee who is a member of the Association, has applied for membership, or who has elected to pay the service fee as specified above, may sign and deliver to the Board an assignment authorizing payroll deduction of such amounts. Such authorization shall be continued from year to year unless revoked in writing between August 1 and August 31 of any year. Deductions will be made per a schedule agreed to between the Association and the Business Office.

Section 3 In the event an employee does not join the Association or pay the service fee directly to the Association or authorize payment through payroll deduction, the Board shall, at the request of the Association, terminate the employment of such bargaining unit member forthwith. The parties expressly agree that the failure of any employee to comply with the provisions of this Article is just cause for discharge from employment.

Section 4 The Association shall in all cases of noncompliance with this article notify the employee by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide for ten (10) days for compliance, and shall further advise

the employee request for discharge may be filed with the Board in the event compliance is not affected.

Section 5 In the event of any legal action against the Board brought in a court or administrative agency because of the Board's compliance with this article, the Association agrees to defend such action, at its own expense and with its own counsel. The Association agrees that any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct result of the employer's compliance with this Article.

ARTICLE IV

Grievance Procedure

Section 1 A claim by a Bargaining Unit Member, or the BEAP, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

Section 2 In the event that a Bargaining Unit Member believes there is a grievance, he/she shall first discuss the alleged grievance with her/his immediate supervisor, either personally or accompanied by the BEAP representative. The grievance shall be filed within ten (10) working days of the violation, misinterpretation, or misapplication.

Section 3 If, as a result of the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the BEAP. A copy of the grievance shall be delivered to the immediate supervisor. If the grievance involves more than one work location, it may be filed with the Superintendent or his/her designee.

Section 4 Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the BEAP in an effort to resolve the grievance. The immediate supervisor shall indicate, in writing, her/his disposition of the grievance within seven (7) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 5 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within seven (7) working days of such meeting, or twelve (12) working days from date of filing, the grievance shall be transmitted to the Superintendent, or her/his designee. Within ten (10) working days, the Superintendent, or her/his designee,

shall meet with the BEAP on the grievance and shall indicate, in writing, his/her disposition within ten (10) working days of such meeting, and shall furnish a copy thereof to the BEAP.

Section 6 If the BEAP is not satisfied with the disposition of the grievance, or if no disposition has been made within ten (10) working days of such meeting, or twenty-two (22) working days from date of filing, the grievance shall be transmitted to the Board of Education. Within ten (10) working days, the Board of Education shall hold a hearing on the grievance and shall indicate, in writing, its disposition within ten (10) working days of such hearing, and shall furnish a copy thereof to the BEAP.

Section 7 If the BEAP is not satisfied with the disposition of the grievance by the Board of Education, or if no disposition has been made within the period provided above, the grievance may be submitted to arbitration. If the parties cannot agree as to the arbitrator, within five (5) working days from the notification that arbitration will be pursued, she/he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

Section 8 The arbitrator's fees and expenses shall be shared equally by the Board and the Association. The expenses and compensation of any witness or participant in the arbitration shall be paid by the party calling such witness or requesting such participant.

The arbitrator shall render his/her opinion only with respect to the particular grievance submitted to him and such opinion shall be binding upon the Board and the Association.

It shall be the function of the arbitrator, and he/she shall be empowered, except as his powers are limited below, after due investigation, to make a decision in cases of alleged violations of this Agreement.

- A. He/She shall have no power to change the legal substance of this Agreement.
- B. He/She shall have no power to establish salary scales.
- C. The Board shall indemnify and save harmless the Association from any and all claims, demands, suits and other forms of liability by reason of any action resulting from this Article.

Section 9 If any Bargaining Unit Member for whom a grievance is sustained shall be found to have been unjustly discharged, she/he shall be reinstated with full reimbursement of all compensation lost. If any Bargaining Unit Member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to her/him and her/his record cleared of any reference to this action.

Section 10 The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties.

Section 11 Notwithstanding the expiration of this Agreement, any claim, or grievance arising thereunder, and in process, may be processed through the grievance procedure until resolution.

Section 12 For the purpose of assisting a Bargaining Unit Member, or the BEAP, in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Board shall permit a Bargaining Unit Member

and/or BEAP representative access to, and the right to inspect and acquire copies of her/his personnel file and any other files or records of the Board which pertain to the Bargaining Unit Member or any issue in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.

Section 13 A Bargaining Unit Member, who must be involved in the grievance procedure during the work day, shall be excused, with the approval of the Director of Personnel, with pay for that purposes.

Section 14 If a grievance arises from the action of any authority higher than the immediate supervisor of the Bargaining Unit Member, the BEAP may present such grievance at the appropriate step of the grievance procedure.

ARTICLE V

Working Hours and Compensation

Section 1 The 1993-94 BEAP salary schedule is contained in Appendix A of this Agreement.

Section 2 The days of employment for Bargaining Unit Members shall coincide with the days worked by the teachers in accordance with the school calendar. Selected paraprofessionals will receive their salary in equal paychecks throughout the course of the school year. Hourly paraprofessionals are paid for hours worked, holidays, and/or approved paid leave time only with each paycheck to reflect the number of hours within that pay period.

Section 3 Hours of work shall be determined by the Board of Education based on the program requirements of each individual position. Any proposed change in hours shall be negotiated with the BEAP prior to implementation.

Section 4 The maximum work schedule per week is forty (40) hours.

Section 5 No member of the bargaining unit shall be required to work an interrupted daily schedule.

Section 6 When schools are closed to students due to inclement weather, health or safety reasons, or otherwise by an Act of God, Bargaining Unit Members shall suffer no loss of salary. If any such days are required to be "made up" by State of Michigan Law, the employee may be required to work the additional day(s) with no additional remuneration.

Section 7 Each Bargaining Unit Member shall receive an additional five (5) days pay based upon is/her regular daily pay as paid holidays for Thanksgiving Day, Thanksgiving Friday, Christmas Day, New Years Day and Good Friday. Such additional remuneration will

be added to the regular paycheck covering the pay period in which these days are included for hourly paraprofessionals and added to the annual salary of those paid on an annual salary basis. Beginning with the 1994-95 school year, if the anniversary of Dr. Martin Luther King, Jr. is recognized by the closing of school, this will be an additional paid holiday treated as the above.

Section 8 Upon the approval of the Director of Personnel, Bargaining Unit Members may enroll in Berkley Adult Education classes tuition free.

ARTICLE VI

Assignments

Section 1 The assignments for all members of the bargaining unit are to comply with the established job descriptions covering each of these assignments. Any changes within these job descriptions will be discussed with the BEAP prior to publication and implementation.

Section 2 Paraprofessional service is provided to assist and support the teacher's instructional efforts. Paraprofessionals may not originate instruction.

Section 3 Paraprofessionals work under the direct supervision of certified staff and, therefore, should not be scheduled for duty in the absence of a supervising teacher without specified administrative approval. The exception to the above is, of course, routine absence of the supervising staff person. In this instance, the paraprofessional works the normally scheduled time under the supervision of the substitute teacher.

In all cases, paraprofessionals will be notified of their assignments and reporting dates no less than one (1) week prior to the opening of school each year. Also, at this time, the Association President shall receive a listing of all assignments.

Section 4 Full-time paraprofessionals work the same hours as their supervising teachers.

Section 5 Seminars and conference days often result in increased use of some rooms. Therefore, hourly paraprofessionals' schedules may be adjusted those weeks to total their routine number of hours. Full-time paraprofessionals may be assigned recording, cleanup, materials preparation, or other duties approved by the building administrator.

If, however, the member of the bargaining unit chooses not to work her/his full schedule during such a week, she/he upon approval of the appropriate administrator, will not be required to do so. Should this option be chosen, her/his pay will be adjusted accordingly for that week.

ARTICLE VII

Vacancies, Transfers, Promotions, Reduction, and Recall

Section 1 A vacancy shall be defined, for purposes of this Agreement, as a position previously held by a Bargaining Unit Member, or a newly created position within the bargaining unit.

Section 2 Seniority shall be defined as length of continuous service within the district as of the Bargaining Unit Member's first working day. In the circumstances of more than one individual beginning employment on the same date, all individuals so effected will participate in a drawing to determine position on the seniority list. Time while on leave of absence or layoff shall not be counted toward seniority but will not break continuous service.

A Bargaining Unit Member shall lose her/his seniority rights if she/he retires, resigns, or is discharged for just cause.

Section 3 For all purposes, classifications shall be defined as classroom, locker room, preschool, hall monitor, bilingual/E.S.L., P.O.H.I., other special education, high school computer lab, high school business department, in-school suspension, teacher support center, career resource center, and learning center. Should new programs be established, the Board and BEAP shall mutually agree as to the classification placement of that position.

Section 4 For purposes of this Article, the term "qualified" shall be determined according to the job descriptions as defined in Article VI, Section 1.

Section 5 Whenever a vacancy occurs or is anticipated, the personnel office shall immediately notify the BEAP. Notice of such vacancy shall be posted in all offices. Also

a copy of the vacancy notice shall be mailed to each laid-off Bargaining Unit Member. No vacancy shall be filled until it has been posted for at least five (5) working days.

Section 6 Vacancies shall be filled in the following order:

- A. Those qualified Bargaining Unit Members laid off from that classification in accordance with seniority.
- B. Those qualified Bargaining Unit Members laid off not from within that classification in accordance with seniority.
- C. Those qualified Bargaining Unit Members actively employed that apply in accordance with seniority. Only when no qualified, laid off or current member of the bargaining unit applies for a vacancy may the Board fill a vacancy with a non-Bargaining Unit Member.

Section 7 Any Bargaining Unit Member may apply for a transfer after the satisfactory completion of the probationary period, which shall be for a period of ninety (90) days.

Section 8 Applications for transfer shall be made in writing on forms provided by the Board, one copy of which shall be filed with the personnel office and one copy be filed with the BEAP.

Section 9 If for any reason the Board anticipates a reduction of staff, it shall, prior to taking formal action, consult with the Association to receive recommendations regarding priorities and procedure to be followed.

Section 10 In the event that it becomes necessary to reduce the number of employees through layoff, this shall be done in accordance with reverse seniority within the specific classification to be affected.

Section 11 Employees to be laid off will be given no less than seven (7) calendar days notice should that determination be made prior to the opening of school. Should the layoff be necessary during the school year, a minimum of fourteen (14) calendar days notice will be required in order to make the layoff effective.

Section 12 In the event of a reduction in staff, any employee on leave shall be considered in the same status as an actively employed employee for the purpose of this Article.

Section 13 Laid off employees shall be recalled in the reverse order of layoff in accordance with Section 6 of this article.

Section 14 Recall shall be made by registered mail. An employee receiving recall notice shall be given five (5) days in which to notify the Board of his/her intention to return.

Section 15 Should an employee refuse recall to a position for which he/she is qualified and the position is at least .75 the number of regular weekly hours of the position from which that employee was laid off, he/she shall be considered to have resigned from the district.

Section 16 In no case shall a new employee be employed by the Board while there are other employees laid off, and who are qualified for the new employee's position.

Section 17 All eligible members of the bargaining unit laid off during the school year shall receive their insurance benefits at Board expense until the end of month in which they were laid off. All those laid off at the end of the school year or during the summer shall receive their insurance benefits at Board expense until September 30. During said layoff, they may elect to continue insurance benefits by paying the premiums at the personnel office based on group rates for the period allowed by the carrier.

Section 18 An employee that has been released because of layoff shall, if he/she desires, have priority on the substitute list, according to seniority and qualifications.

Section 19 Reduction in hours worked by a Bargaining Unit Member within a classification shall occur according to seniority and qualifications as listed on the job description.

ARTICLE VIII

Paid Leave Policy

Section 1 Sick leave shall be defined as:

- A. The personal illness of an employee due to an infectious disease, environmental disease, organism defects, and mental disorders.
- B. The physical impairment or disability of an employee as a result of an accident, injury, or pregnancy.
- C. The illness or injury of a member of the employee's immediate family.

Section 2 Personal leave shall be defined as absence for the transaction of business which cannot be reasonably transacted outside of school hours.

Section 3 An employee will be allowed leave time as set forth in this Article to the extent of thirteen (13) school days per year. An employee shall receive credit at the end of the school year for the unused portion of the thirteen (13) day leave allowance. The accumulated maximum total days, herein referred to as the sick leave bank, which may be used for personal illness or injury only (as defined above) shall not exceed one hundred fifty (150) days in any school year. Employees who have accumulated one hundred fifty (150) days prior to the beginning of the school year shall not have days deducted from this accumulation until they have used thirteen (13) days.

Section 4 Leaves of absence with pay not chargeable against the employees sick leave allowance shall be granted for the following reasons:

- A. Such time as is necessary up to a maximum of five (5) days per occurrence for a death in the immediate family. The immediate family shall include father, mother, father-in-law, mother-in-law, spouse, sister, brother and children, grandparents and grandchildren.
- B. Any administratively required medical examination.
- C. Any administratively approved attendance at the employee assistance program facility.

Section 5 Notification of leave shall be filed with the supervisor as far in advance as practicable. Improper use of leave will result in the loss of salary for the day or days in question. Examples of unacceptable uses of leave days include:

- A. Recreational pursuits.
- B. Other employment except with administrative approval.
- C. Social functions.
- D. Travel.
- E. Child Care (except in emergency situations).
- F. Economic gains.
- G. Extension of holidays, vacations, or other school recesses.

Section 6 At the beginning of each school year, each employee shall contribute one (1) day of the foregoing sick leave allowance to a common sick leave bank, to be matched by a Board contribution of one (1) day per bargaining unit member for each school year. Bargaining unit members who have exhausted their personal accumulated sick bank

may make withdrawals from this common sick leave bank according to procedures as established by the BEAP. Such days shall accumulate from year to year.

Section 7 In absences involving compensation, under the State of Michigan Worker's Compensation Law, charges to the sick bank shall only be made to the extent necessary to maintain the Bargaining Unit Member's regular bi-weekly gross earnings.

Section 8 After five (5) consecutive working days of absence due to illness, a bargaining unit member shall, upon request of the Board, furnish a statement from her/his personal physician and/or shall have a medical examination by the Board medical examiner.

Section 9 A Bargaining Unit Member who serves on jury duty shall be reimbursed, on a bi-weekly basis, for the difference between the jury duty stipend and his/her regular Board salary for the days served. Bargaining Unit member, when summoned to jury duty, should respond to such summons and shall not be charged for the days served.

Section 10 Employees engaged in more than one part-time assignment may in no case, exceed the leave allowance as stipulated in Section 3 of this Article.

ARTICLE IX

Unpaid Leaves of Absence

Section 1 The Board, upon written request, may grant a leave of absence, without pay, for a period not to exceed one (1) year, subject to renewal at the will of the Board. A leave of absence for physical or mental disability, without request, may be granted for just cause for a period not to exceed one (1) year.

Section 2 Types of leaves of absence are: illness, military, study, personal business, government and/or professional service.

Section 3 A leave of absence for study, personal business, or government and/or professional service shall not be granted during the first year following appointment.

Section 4 The maximum allowance for all purposes shall be two (2) consecutive years. Personal business leaves shall be granted for one (1) year only.

Section 5 Upon request of the employee, a leave for purposes of child birth or child care shall be granted without pay. The employee may be required to present approval from the attending physician that she is able to continue work or to return to work in the instance of pregnancy and postnatal convalescence.

Section 6 Elected or appointed officers of the BEAP shall, upon request, be granted a professional service leave of absence, without pay, for a period of one (1) year.

Section 7 Request for return from leave of absence must be submitted no later than sixty (60) days prior to the date of termination of such leave. Return from leave will be granted to the first available position within the specific classification from which the leave was granted.

Section 8 Failure to return from leave of absence to a position for which the person is qualified, shall constitute resignation.

ARTICLE X

Bargaining Unit Member Self-Improvement

Section 1 The parties support the principle of continuing education for Bargaining Unit Members and participation by Bargaining Unit Members in their professional organizations.

Section 2 The administration will accept and consider application for conference attendance from members of this bargaining unit. Approval for attendance and reimbursement will be based on the individual merits of each application, depending upon available funds for such purpose.

Section 3 The Board shall provide training to each paraprofessional whose job entails contact with categorized special education and/or medically fragile students. Such training shall occur during normal working hours.

In all such cases, approval shall result in any necessary released time not to be charged to the employee and registration fees to be borne by the Board. All other expenses shall be mutually arranged between the employee and administration.

ARTICLE XI

Personnel Files and Employee Competence

Section 1 A Bargaining Unit Member shall have the right to review the contents of all records, excluding initial employment, and to have a BEAP representative present at such review.

Section 2 No material of an evaluative nature, originating after the initial employment, shall be placed in a Bargaining Unit Member's personnel record unless she/he has had an opportunity to review said material. The Bargaining Unit Member may submit a written notation regarding any material and the same shall be attached to the material in question. If the Bargaining Unit Member believes the material placed, or to be placed, in her/his file is inappropriate or in error, she/he may receive adjustment, provided cause is shown, through the grievance procedure, whereupon the material shall be corrected or expunged from the file. If a Bargaining Unit Member is requested to sign material to be placed in her/his file, such signature thereon shall be understood to indicate her/his awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the material's content.

Section 3 All paraprofessionals will be involved in an annual performance review. Such reviews can commence and end at any time during a twelve-month period. Following a conference with the administrator responsible for his/her assignment, each paraprofessional will participate in one of the evaluation levels as determined by the administrator.

- A. Paraprofessionals who demonstrate effective performance will develop goals, with the administrator, that can be evaluated by observation of related performance objectives.
- B. Paraprofessionals who demonstrate satisfactory performance, but in need of improvement in specific areas, as identified by the administrator, will establish, under the direction of the administrator, specific performance objectives that address the identified areas of concern. Such objectives may require specific in-service activities to take place during normal working hours.
- C. Paraprofessionals whose performance identified, through administrative established documentation, as unsatisfactory by the administration, will be placed on a plan of assistance. This plan will be designed to provide the paraprofessional an opportunity to raise her/his level of performance to a satisfactory level.

Section 4 A Bargaining Unit Member shall be notified, in advance, in writing, of the purpose of a meeting where an unsatisfactory and/or disciplinary action is contemplated and shall be entitled to have a BEAP representative present.

Section 5 No employee shall be disciplined, reprimanded, demoted, discharged, without just cause. Such determination to be subject to the grievance procedure up to and including binding arbitration.

ARTICLE XII

Insurance

Section 1 Bargaining Unit Members employed thirty (30) hours or more per week shall receive Blue Cross/Blue Shield MVF-1 hospital medical insurance up to and including full family coverage fully paid by the Board, including a three dollar (\$3.00) prescription drug rider.

Section 2 Bargaining Unit Members eligible to receive medical insurance, but not electing said coverage by the Board shall receive a Tax Deferred Annuity payment of eighty dollars (\$80) per month.

Section 3 The Board shall provide a life insurance policy (including an AD&D rider) of twenty thousand dollars (\$20,000) to each Bargaining Unit Member.

Section 4 The Board shall provide a full family dental service plan to all Bargaining Unit Members. The coverage shall be fifty percent (50%) Class I and fifty percent (50%) Class II, one thousand dollar (\$1,000) maximum per person per year including internal and external coordination of benefits.

Section 5 The Board shall provide Vision service Plan I to all Bargaining Unit Members and dependents employed twenty (20) or more hours per week.

ARTICLE XIII

Association Rights

Section 1 The BEAP and its representatives shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the assigned functions of the regular program. No charge shall be made for use of the buildings prior to the beginning of the work day or until 10:30 p.m.

Section 2 The BEAP shall be permitted to transact official BEAP business on Board property at all reasonable times, provided that it shall not interfere with, or interrupt, normal operations.

Section 3 Bulletin boards and other established media of communication shall be made available to the BEAP and its members.

Section 4 BEAP members shall have the right to distribute BEAP material to other Bargaining Unit Members so long as such distribution does not interfere in the normal operation of the work area or her/his job performance including use of the interschool mail.

Section 5 The BEAP members shall be permitted to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items, when such equipment is not otherwise in use. The BEAP shall pay for the reasonable cost of all materials and supplies incident to such use.

Section 6 Whenever the president of the local affiliate of the BEAP or his/her designee is mutually scheduled, upon approval of the Director of Personnel, during working hours, to participate in conferences, meetings, or negotiations, she/he shall suffer no loss of pay and, when necessary, substitute service shall be provided.

Section 7 The rights granted herein to the BEAP shall not be granted or extended to any other competing labor organization.

Section 8 The Board agrees to furnish to the BEAP, in response to written requests, all public information concerning the financial resources of the Board. The Board also agrees to provide the BEAP such information as may be necessary for the Association to process any grievance or complaint.

Section 9 The BEAP shall be given, upon authorization of the BEAP President, five (5) days release time to be utilized for attendance at professional activities. The costs for any necessary substitutes will be assumed by the BEAP. Any released time requested beyond these five (5) days shall be subject to the approval of the Superintendent

ARTICLE XIV

Miscellaneous

Section 1 Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the BEAP for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America; that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reasons of her/his membership in the BEAP, her/his participation in any activities of the BEAP or collective negotiations with the Board; or her/his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

Section 2 Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights she/he may have under the Michigan General School Laws, or the applicable laws and regulations.

Section 3 The BEAP recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitutions of Michigan and the United States of America, provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement.

Section 4 In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgement or decree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

Section 5 The Board's adopted rate per mile will be paid to each Bargaining Unit Member required to drive in the course of her/his employment. In no case, however, shall that rate be less than the rate as established by the Internal Revenue Service at the time of payment.

Section 6 Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after it is signed, and shall be presented to all Bargaining Unit Members now employed, or hereafter employed by the Board. The BEAP shall be provided with fifty (50) copies, at no charge, for its use.

Section 7 A central calling service will be maintained for Bargaining Unit Members to contact in case of unavailability for work. The Board will maintain a list of substitutes and will coordinate their placement with the various administrators. Bargaining Unit Members will notify the central calling service at least one hour before school begins unless it is an emergency situation.

ARTICLE XV

Duration of Agreement

This Agreement shall be effective as of August 26, 1993 and shall continue in effect through August 25, 1996. Negotiations between the parties shall begin no less than sixty (60) days prior to the contract expiration date. Further, Article XII and Appendix A shall be renegotiated for the 1994-95 and 1995-96 school years.

Berkley Education Association of Paraprofessionals

School District of the City of Berkley

Appendix A

PARAPROFESSIONALS SALARY SCHEDULE

1993-94

<u>Years Exp.</u>	<u>0-14 Sem. Hrs.</u>	<u>15-29 Sem. Hrs.</u>	<u>30-44 Sem. Hrs.</u>	<u>45-59 Sem. Hrs.</u>	<u>60 + Sem. Hrs.</u>
0	\$ 9.55	\$10.05	\$10.51	\$10.97	\$10.97
1	10.05	10.51	10.97	10.97	11.39
2	10.51	10.97	10.97	11.39	11.73
3	10.97	10.97	11.39	11.73	12.11
4	10.97	11.39	11.73	12.11	12.65
5+	11.39	11.73	12.11	12.65	12.65

