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MASTER AGREEMENT

between

BOARD OF EDUCATION of the BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT

and

BERRIEN COUNTY PARAPROFESSIONAL PERSONNEL ASSOCIATION

Berrien County Intermediate School District

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

AGREEMENT

THIS AGREEMENT made and entered into this 7th day of June, 1990, by and between the BOARD OF EDUCATION of the BERRIEN COUNTY INTERMEDIATE SCHOOL DISTRICT, Berrien Springs, hereinafter referred to as the "Board," and the BERRIEN COUNTY PARAPROFESSIONAL PERSONNEL ASSOCIATION hereinafter referred to as the "Association,"

WITNESSETH:

ARTICLE 1 - PURPOSE AND INTENT

SECTION 1: The purpose of this Agreement is to establish the full agreement between the parties concerning the salaries, hours, terms and conditions of employment that shall prevail for the duration of this Agreement.

SECTION 2: NOW, THEREFORE, the Board and the Association have, in consideration of these mutual promises and stipulations hereinafter specified, agreed to abide by the terms set forth herein for the duration of this Agreement.

ARTICLE 2 - RECOGNITION

SECTION 1: The Board recognizes the Association as the sole and exclusive representative for the purposes of collective bargaining. The bargaining unit shall be composed of all instructional, health care, behavioral and permanent sub aides directly employed by the Board in Special Education, but excluding all administrators, supervisors, directors, substitute employees, independent contractors, and all other employees.

SECTION 2: The Board will not recognize or bargain with any other entity or association with respect to the members of the bargaining unit described above during the term of this Agreement.

SECTION 3: For the purpose of this contract, members of the bargaining unit will be referred to as "employees." Employees joining the Association shall be referred to as "association members."

ARTICLE 3 - MANAGEMENT RIGHTS

SECTION 1: The Association recognizes that the Board has the authority to manage and direct, in behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and Constitution of the State of Michigan and of the United States provided that such shall be exercised by the Board in conformity with the provisions of this Agreement, including for the purpose of illustration:

- A. To the executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its employees, including such activities as may affect their professional performances;
- B. To hire and evaluate all employees and subject to the provision of law, to determine their qualifications, and the condition for their continued employment, and to dismiss, demote, or to reduce staff when deemed necessary; and to promote and transfer all such employees;
- C. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
- E. When special custodial service is used, the employer may make a reasonable charge therefore.

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

SECTION 3: Nothing contained herein shall be considered to deny or restrict the Board of its rights, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 4 - ASSOCIATION RIGHTS

SECTION 1: The Association shall have the right to use school building facilities for meetings, provided (a) such meetings are held at hours other than school day hours; (b) advance permission for such usage has been given by the administration.

- A. The Association shall have the right to use school equipment including regular typewriters, duplication equipment, calculating machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incident to such use.

- B. Office employees shall not be used for Association purposes during their regular hours of employment. Any work performed by office employees for the Association shall not be reimbursed by the District.
- C. A bulletin board, or portion thereof, in each Intermediate School District owned facility where bargaining unit members are assigned, shall be made available for the exclusive use of the Association.

SECTION 2: The Association may transact official Association business on school property outside normal working hours provided that this shall not interfere with or interrupt normal Intermediate School District operations.

SECTION 3: The Association shall have the right to negotiate on matters concerning salaries, hours, terms and conditions of employment as established in, and in accordance with this Agreement. The parties expressly agree that neither party is obligated to bargain on any matter during the term of this Agreement, but the parties may mutually agree to discuss matters of common concern.

SECTION 4: The Employer shall deduct dues, or service charges, from any employee from whom they have written authorization. The Association shall submit to the Employer in September of each year a list of active members of the Association.

- A. The authorized deduction of dues, and service charges, shall be made from a regular paycheck each month--September through June. The Employer agrees to remit to the Association all monies so deducted, accompanied by a list of employees from whom the deductions have been made within thirty (30) calendar days. In cases when a deduction is made that duplicates a payment that an employee has already made to the Association, or in any other situation where a refund is demanded, said refunds are not the responsibility of the Employer.
- B. The Association shall hold the employer harmless on account of any monies deducted and remitted to the Association pursuant to this Section. The Association further agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands costs, suits or other forms of liability and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this Section.
- C. If at any time during the duration of this Agreement, the Union authorizes, causes, or engages in or sanctions any strike, or work stoppage of any kind, or if there is a refusal to perform the duties of employment by any employee or employees, then this Section shall become null and void and inoperative during the life of this Agreement.

SECTION 5: The local Association shall have the right to affilliate with any State, National, or International Agencies it chooses.

ARTICLE 5 - SCHOOL CALENDAR AND SCHOOL DAY

SECTION 1: The regular calendar year shall consist of one hundred eighty-five (185) working days.

SECTION 2: The working day shall be 8:30 a.m. to 3:30 p.m. for all employees.

SECTION 3: All bargaining unit members are entitled to one half (1/2) hour duty-free lunch break daily, and a 15 minute paid break daily. During extenuating circumstances, the scheduling shall be at the discretion of the immediate supervisor.

ARTICLE 6 - LEAVES OF ABSENCE

SECTION 1: Leaves with pay and fringe benefits.

A. Sick Leave: Ten (10) sick days per school year will be granted to each employee. New employees will be allocated five (5) days at the beginning of the school year and five (5) on the third Monday of January, providing they are in active service at each point. Unused sick days will accumulate to a maximum of 120 and may be used subject to the following conditions and limitations:

1. Illness or disability of the employee - all available.
2. Serious illness or disability of employee's immediate family (present spouse, father, mother, brother, sister, children, brother/sister-in-law, mother/father-in-law, grandparents) - maximum of five (5) days per incident.
3. Upon request by the Board, a paraprofessional staff member must submit a certificate from a medical doctor, not related to the staff member, that such staff member is physically or mentally able or unable to perform his assigned duties, to return from sick leave, or continue employment. If the Board requires a medical certificate to determine that a basis for sick leave exists, the Board will pay the cost unless it is determined that the employee abused sick leave.
4. Sick leave benefits, if available, may be used to augment benefits under Worker's Compensation so as to maintain the daily salary of the employee.
5. Accumulated sick leave will be canceled when employment with the district is terminated and will not be compensated with pay.
6. Written notice of any planned or pre-arranged use of sick leave shall be given to the Director of Special Education, or his

designate, as soon as possible after the need becomes known and should, if possible, be arranged to coincide with the scheduled breaks in the school year.

7. Any employee whose disability extends beyond their accumulated sick leave days may, with appropriate notice by the employee, be granted a leave of absence without pay until able to return to work as provided in SECTION 2, D. Failure of appropriate notice shall automatically cause the employee to be placed on Unpaid Leave under SECTION 2, D for thirty (30) days with subsequent "termination" as specified in that SECTION if other arrangements are not made.
- B. Funeral Leave: Funeral leave may be used subject to the following conditions and limitations:
1. Maximum of five (5) days per incident for immediate family as defined in Section 1, A, 2 above.
 2. Personal/business leave may be used, if available, for the death of friends or relatives not in the immediate family.
- C. Personal/Business Leave: Personal/business days may be used subject to the following conditions and limitations:
1. Maximum of two (2) personal/business leave days may be granted per year.
 2. Unused portions of personal/business days will be accumulated as sick leave at the end of each year.
 3. Personal/business may be used only for situations which require the employee's attendance and cannot be scheduled around working hours. Recreational activities, marriage, honeymoon, shopping, house hunting, social functions, vacation extensions, association business, job interviews, etc., are examples of activities for which the use of personal/business days are inappropriate.
 4. While no written reason is required for use of personal business days business days when the staff member feels the reasons are too personal to divulge, twenty-four (24) hour written notification (except in emergencies approved by the Director of Special Education), or his designate, is required.
 5. Personal/business days may be granted on days immediately preceding or following holidays, vacation days, or week-ends contiguous to holidays or vacation days if approved by the Director of Special Education, or his designate. Such written requests, however, must be submitted at least forty-eight (48) hours prior to the beginning of the requested leave and must contain the reason for the leave.

6. Abuse or falsification of business leave shall be considered just cause for discipline, demotion or termination.

D. Legal Leave: Legal leave may be used subject to the following conditions and limitations:

1. An employee, who is summoned or subpoenaed as prescribed by law, shall be entitled to legal leave for those dates indicated.
2. The employee shall provide the Director of Special Education, or his designate, written proof of the summons or subpoenae and, upon return from legal leave, provide the Director with satisfactory evidence as to the amount the employee was paid by the court.
3. The amount of compensation paid by the court (if any) shall be deducted from the employee's daily salary so that the net effect will be no loss of pay.
4. Legal leave is not applicable when the employee is under court order to appear in his/her own defense for a violation of the law and to which he/she pleads or is found guilty. In cases where "plea bargaining" or "out of court settlement" has left innocence or guilt unresolved in court, the Administration shall make a reasonable determination of availability of this leave. In cases where the employee is co-defendent with the District, leave may be granted as reasonable and necessary.

E. Association Leave: Association Leave shall be granted to no more than five (5) officers of the Association. Maximum leave is four (4) days per officer and no more than two (2) of the four (4) days shall be outside the district. The Association shall submit a list containing the names of the Association officers no later than the end of the third week of work. Only those officers shall be entitled to leave under this section.

SECTION 2: Leaves without pay and without fringe benefits.

Fringe benefits shall include: insurance and accumulation of experience on the salary scale, seniority, and sick leave.

Insurance benefits may be maintained at the employee's expense, subject to the Board's discretion and the conditions of the carrier.

A. Child Care Leave: Child care leave may be available to all employees subject to the following conditions and limitations:

1. Prolonged serious illness of a dependent child, immediate postnatal care, or adoption. Adoption requiring greater than four (4) weeks could fall under Special Unpaid Leaves.
2. Maximum leave is four (4) weeks.

3. Thirty (30) days written notification is required (except in emergencies).
 4. Employees who take child care leave contiguous to active employment or paid leave, shall not lose benefits.
- B. Sabbatical Leave: Upon completion of seven (7) years of continuous service with the Berrien County Intermediate School District, an employee may be granted sabbatical leave subject to the following conditions and limitations:
1. Maximum sabbatical leave is one (1) contract year.
 2. Written request must be made to the Director of Special Education, or his designate, as soon as reasonably possible, specifying the desired dates. Insofar as possible, the dates should conform with scheduled breaks in the school year.
 3. Upon return from sabbatical leave, the employee shall be reinstated in his/her same position, or an equivalent one, if available, and if deemed qualified by the Board. If one is not available, the employee will be placed on layoff and subject to the layoff and recall provisions of this Agreement.
- C. Special Unpaid Leave: Special unpaid leave for reasons other than those specifically provided in this ARTICLE may be granted subject to the following conditions and limitations:
1. Leave is solely upon the approval of the Director of Special Education or his designate. A clear reason for leave request must be given.
 2. Maximum leave is one (1) calendar year.
 3. Thirty (30) days written notice is required, except in emergencies.
 4. Such leaves shall be limited to no more than five (5) days every two (2) years. Any day in excess of this limitation shall break continuity of employment for experience increase on the Salary Schedule for the next year.
 5. Upon return from leave the employee shall be assigned to the same or similar position if available. If none is available the employee will be placed on layoff and subject to the layoff and recall procedure. Failure to return on the date specified at the time of granting (except in valid emergencies) shall be considered a termination and the employee shall forfeit any and all rights under this Agreement.
 6. If Special Unpaid Leave is caused by a serious physical and personal disability of the employee himself or herself, the

Board shall continue to pay negotiated insurance premiums until the third monthly payment has been made after the beginning date of the Unpaid Leave.

7. Falsification of documents or failure to abide by a denial of request shall be just cause for discipline up to and including termination.

ARTICLE 7 - SENIORITY

SECTION 1: Probationary Period.

- A. New employees hired into the bargaining unit may be required to undergo a probationary period of sixty (60) working days. Upon satisfactory completion of the probationary period, the employee shall obtain seniority status and his name shall be entered upon the seniority list as of the date of commencement of regular employment. Prior experience may be considered as a basis for reduction of the probationary period.
- B. Probationary employees shall be represented by the Association for all purposes under this Agreement during the probationary period, except that the evaluation, discipline, or termination of such probationary employee shall not be subject to the grievance procedure.
- C. Sick leave credit shall accrue during the probationary period.

SECTION 2: Seniority Defined.

- A. Seniority shall be defined as an employee's length of continuous service as a regular employee of this Employer. Seniority shall commence on the date of commencement of regular employment.
 1. In the event two (2) or more employees begin work on the same day, these employees shall be placed on the seniority list in alphabetical order of their last names.
 2. The seniority of an employee on an authorized leave of absence shall be frozen for a period not to exceed one (1) school year.
 3. Part-time regular employees shall accrue seniority on a prorated basis.
 4. Seniority in the district shall include the time of service in the trainable mentally impaired program while the program was operated by the Niles and St. Joseph Schools.

SECTION 3: Seniority Lists.

- A. The Employer shall prepare and maintain seniority lists as defined in this ARTICLE. The initial seniority list(s) shall be prepared within thirty (30) days after the effective date of this Agreement, semi-annually thereafter in October and March, and copies shall be

furnished to the Association President. The Association shall notify the Employer of any error within fifteen (15) days from and after receipt thereof.

SECTION 4. Loss of Seniority.

- A. Seniority shall be lost if the employee:
1. Voluntarily quits;
 2. Is discharged and the discharge is not reversed through the procedure set forth in the Agreement;
 3. Retires;
 4. Is laid off for a continuous period of time in excess of twelve (12) months;
 5. Fails to return to work upon the expiration of a leave of absence or extension thereof as herein provided or accepts full-time employment elsewhere while on authorized leave of absence; or
 6. Otherwise terminates his employment relationship with the Employer.

ARTICLE 8 - REDUCTION OF STAFF

SECTION 1. Layoff Procedure.

- A. If the Employer determines to reduce the work force, employees shall be laid off according to their seniority within their building. Written notice of layoff shall be made to the affected employees at least twenty (20) calendar days prior to the layoff. School year employees not being recalled from summer recess at the time school would normally begin shall also be given written notice at least twenty (20) calendar days prior to the normal start of school.
- B. Bargaining unit members whose positions have been eliminated due to a reduction in work force or who have been affected by a layoff or elimination of position shall have the right to assume a position for which they are qualified, which is held by a less senior bargaining unit member. In no case shall a new employee be employed while there are laid off bargaining unit members who are qualified for a vacancy or newly created position.

SECTION 2: Recall Procedure.

- A. Employees will be recalled in the inverse order of that specified in SECTION 1. Notice of Recall shall be sent to the employee at

his last known address by certified mail. If an employee fails to report to the Employer within fifteen (15) calendar days from the date of first notice by the Post Office of Notice of Recall, he/she shall be considered as quit.

ARTICLE 9 - VACANCIES AND TRANSFERS

SECTION 1: Vacancy Defined.

A vacancy shall be defined as any position subject to this Agreement, either a newly created position or a present one that is not filled, excluding temporary vacancies to which an employee has been granted the right of return.

1. Posting. All vacancies shall be posted for five (5) workdays in all ISD buildings.
 - a. Interested employees must apply in writing for the posted vacancy during the posting period.
 - b. The Employer shall notify the Association President of vacancies occurring during the summer months.
 - c. A posted position may be filled on a temporary basis for no more than forty (40) work days.

SECTION 2: Transfers Defined.

- A. Transfers shall be defined as re-assignment to a job in another classification. The Employer shall have the right to transfer an employee for a period not to exceed forty (40) work days. Notice of transfer shall be given in writing to the employee and to the Association. After forty (40) days the employee shall have the right to request return to his former classification. Such request shall be submitted at least ten (10) calendar days before the expiration of the forty (40) day transfer.
 1. No employee may request a transfer more than once in a school year. Where an employee refuses a transfer, he shall not be permitted to contest the seniority of one who does take the job. However, he shall not be disqualified from accepting further transfers in the future.
 2. Employees who are transferred shall be subject to the probationary period in the new classification. If the employee's performance is not satisfactory during probation, he shall be returned to his former job without loss of seniority. If the employee decides during the probationary period that he wishes to return to his former job, he may do so without loss of seniority.

3. Employees transferred to another classification within this Agreement shall be paid at the negotiated rate for that classification.

ARTICLE 10 - GRIEVANCE PROCEDURE

SECTION 1: Grievance Defined.

- A. A grievance shall be defined as an alleged violation of the specific terms of this Agreement.
 1. A grievance may be filed by any member of the bargaining unit or by the Association.

SECTION 2: Grievance Levels.

- A. Informal Adjustment. Prior to filing a written grievance, the Grievant shall meet with the Immediate Supervisor within ten (10) working days of the event for the purpose of attempting to adjust such alleged grievance without further proceedings. The Supervisor must be made aware that the discussion involves a potential grievance.
- B. Written Grievance. Step 1: If the grievance is not satisfactorily resolved at the informal conference, the Grievant shall have five (5) working days within which to file with the Immediate Supervisor a written grievance, which grievance shall include:
 1. An identification of the Grievant(s);
 2. The date of the event;
 3. The specific facts upon which the grievance is based;
 4. The applicable portion(s) of the Agreement to be interpreted;
 5. The specific relief requested;
 6. The date of the filing;
 7. The date of informal conference; and
 8. The signature of the Grievant.
 9. A reply shall be filed within ten (10) working days from the receipt of the written grievance.
- C. Step 2: If the reply is not satisfactory, the Grievant shall have five (5) working days within which to appeal the grievance to the Director of Special Education. Within ten (10) working days of the receipt of this appeal, the Director of Special Education or his designee shall hold a conference with the Grievant and within ten (10) working days thereafter forward his disposition of the grievance in writing to the Grievant.

- D. Step 3: If the disposition of the grievance by the Director of Special Education is not satisfactory, the Grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to the Superintendent. Within fifteen (15) working days of the receipt of this appeal, the Superintendent or designee shall hold a conference with the Grievant and an association representative and within fifteen (15) working days thereafter forward his disposition of the grievance in writing to the Grievant.

- E. Step 4 (Mediation): If the disposition of the grievance by the Superintendent is not satisfactory, the Grievant shall have five (5) working days from receipt of the disposition to appeal the grievance to mediation by submitting request to the Michigan Employment Relations Commission (M.E.R.C.) with a copy to the Director of Special Education. Such mediation shall be non-binding upon the Board and the Board shall incur no cost for any expense of the Mediator's services.

- F. Step 5: If the recommended disposition of the grievance through mediation is not satisfactory, the Grievant shall have ten (10) working days from the conclusion of the mediation session to appeal the grievance to the Board of Education. Within thirty (30) working days of the receipt of this appeal, the Board of Education shall hold a hearing of the matter and within fifteen (15) working days thereafter forward their disposition of the grievance in writing to the Grievant.

SECTION 3. General Grievance Procedures.

- A. Exclusions. The grievance procedure shall not apply to:
 - 1. The dismissal of any probationary employee;
 - 2. Any provision of the Agreement which contains an express exclusion from this procedure.

- B. Withdrawals and Denials. Any grievance which is not filed or any request for advancement to the next grievance level which is not made within the time prescribed shall be deemed to have been withdrawn and shall automatically terminate any further proceedings. Any grievance which is not answered within the time specified shall be automatically raised to the next level upon written notification from the Grievant.

- C. Timelines. Timelines at any step may be extended by mutual consent of the parties.

- D. The Association shall be entitled to provide representation at each step of the grievance procedure.

ARTICLE 11 - EVALUATION

SECTION 1: Each employee shall be evaluated at least once each school year by the immediate supervisor. Probationary employees shall be evaluated at least once before the end of the probationary period. Evaluations shall be placed in the personnel file.

SECTION 2: Each bargaining unit member, upon his/her employment or at the beginning of the school year, shall be apprised of the basis upon which he/she will be evaluated. Evaluations shall include personal observation by the bargaining unit member's immediate supervisor.

All evaluations shall be reduced to writing and a copy given to the bargaining unit member at least 48 hours prior to the evaluation conference.

SECTION 3: If the bargaining unit member disagrees with the evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth as shall an identification of the ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation.

SECTION 4: In the event the Employer uses an evaluation form for the evaluation of bargaining unit member, different from the one in use as of the date of this contract, the structure and the content of such revised form will be discussed with the Association.

ARTICLE 12 - PERSONNEL RECORDS

SECTION 1: Each employee shall have the right, upon request, to review the contents of his own personnel file, except confidential matters such as placement credentials, employee references supplied to an employer that would reveal the identity of the person making the reference, materials which disclose an employer's staff planning regarding more than one employee, medical reports and records if available from other sources, all other information not required for disclosure in the Bullard-Plowecki Employee Right to Know Act of 1978.

SECTION 2: No material originating in the School District after original employment, which reflects adversely on the employee's work record, shall be placed in his personnel file unless the employee has been furnished an opportunity to review such material. The employee may submit a written response to such adverse material and the same shall be attached to the file copy in question.

SECTION 3: The employee will be informed of the date, time, and place for the personnel file review, which must be performed in the presence of an administrator.

SECTION 4: A representative of the Association may, at the employee's request, accompany the employee in this review.

ARTICLE 13 - DISCIPLINE

SECTION 1. No non-probationary employee shall be disciplined, which shall include written warnings or reprimands, suspension, demotion and discharges, without just cause. Any employee, including probationary, shall be entitled to have present a representative of the Association when he is being disciplined, and the reasons for disciplinary action shall be made known to the employee. When a meeting is scheduled for the express purpose of disciplining an employee, the employee shall be informed of his/her right to Association representation.

ARTICLE 14 - INSURANCE

SECTION 1: During the term of this Agreement, except during any withholding of services, the Board shall purchase insurance coverage as follows: SET Ultra-Med "C"; and negotiated life of \$20,000; and 60% LTD; and SET Ultra-Dent (60%-60%-60%); and SET Ultra-Vision-Plan II; and Prescription Card; to meet the requirements of each employee. Employees shall not be entitled to hospitalization coverage through the Board when substantially equivalent coverage is available through other employment or relative. Employees who are not eligible for hospitalization coverage, or who choose not to take such coverage, may subscribe to the following option plan: \$100.00 per month tax shelter annuity and long term disability (required) plus options to include SET Ultra-Dent (60%-60%-60%), SET Ultra-Vision-Plan II, \$20,000 Negotiated Life, \$.50 Prescription Card. Employees electing this option plan must take the TSA and LTD. The Board will pay up to \$140.00 per month for the option plan. When both spouses are employed by the Board, they shall be entitled to full coverage in one of their names, the other spouse being when eligible for the option plan. It shall be the responsibility of the employee to be properly enrolled with the carrier. New employees shall be entitled to coverage when active service begins under this contract.

SECTION 2: For employees electing health coverage, the Board shall pay \$290.04 per month and the employee shall pay \$26.03 per month for the period June 1, 1990 through November 30, 1990. Beginning December 1, 1990 and continuing through November 30, 1991, the Board shall pay 90% of the health and medical premium in effect on December 1, 1990, and the employee shall pay 10%. Beginning December 1, 1991, and continuing through November 30, 1992, the Board shall pay 90% of the health and medical premium in effect on December 1, 1991, and the employee shall pay 10%. Any employee insurance contributions which were deducted prior to June 1, 1990 shall not be reimbursed.

SECTION 3: The Board shall purchase insurance coverages under this ARTICLE for each full time staff member.

SECTION 4: The Board shall maintain insurance coverages provided in this ARTICLE from September 1 through August 31 for all eligible employees, provided the employee has completed his/her contractual work year. Should an employee complete his/her contractual work year and be covered through another employer prior to August 31, it shall be that employee's responsibility to so inform the Board so as to avoid unnecessary and redundant coverage.

SECTION 5: Both parties agree that an "Insurance Review Committee" shall be implemented for the purpose of reviewing the health and medical insurance. The objective of the Committee is to consider cost containment options which could result in reducing expenditures. Areas for consideration include (but are not limited to) alternative plans by the same or different carrier, modifications to the existing plan which may involve deductibles, increased co-pay on Rx card, reduced coverages and/or maximums, and "cafeteria" plans. The Committee shall consist of six (6) members (three from administration and three from the Association(s)). The Committee shall meet at least bi-monthly at a mutually agreeable time and place and shall make a report to the Board no later than the May Board meeting of each year. If the committee, by 90% vote agrees, the annual report may include recommendations to amend the current health and medical plan. Upon agreement by the Board and the Association(s), that portion of the agreement pertaining to insurance shall be amended to reflect the agreed modifications which would be implemented on December 1st of that year -- or as soon as feasible. Any resulting cost savings shall be shared by both the Board and employee in an agreeable proportion. If, during the life of this Agreement, no changes in health and medical benefits are implemented, the Committee shall, no later than thirty (30) days prior to the expiration of this Agreement, make recommendations for cost containment considerations which shall serve as the basis for bargaining health and medical benefits in the successor Agreement.

ARTICLE 15 - DURATION

This Agreement shall become effective as of the 8th day of June, 1990 and the terms and provisions thereof shall remain in full force and effect through the 31st day of August, 1992. All terms and provisions of the Agreement shall become effective on September 1, of each year or the first regularly scheduled work day of the contractual year prior to September 1, of each year, except that insurance benefits shall become effective on December 1 of each year.

Either party may notify the other of its intention to renegotiate this Agreement in writing prior to April 1, 1992. Both parties agree to promptly begin to negotiate on or before April 15, following such notification.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Berrien Springs, Michigan on the 7th day of June, 1990.

BERRIEN COUNTY PARAPROFESSIONAL
PERSONNEL ASSOCIATION

BOARD OF EDUCATION

President - Beverly Jager

President - Sharon Kalling

Chief Negotiator - Dr. Jack York

Chief Negotiator - Jim Palm

Superintendent/Secretary of Board
of Education - Jerry Reimann

ARTICLE 16 GENERAL

SECTION 1: Year for year credit may, at the discretion of the Board, be given for appropriate experience outside the district as determined by the Board.

SECTION 2: The contractual work year shall begin on the first scheduled working day for staff at the start of the regular school year as established in the school calendar. The salary schedule shall remain in effect through the day prior to the first scheduled working day of the succeeding regular school year. Employees contracted individually to work beyond the 185 days of the contractual work year shall be paid on a prorated amount based upon their daily rate. These Employees shall continue to be governed by the terms of this Agreement.

SECTION 3: Salary Schedule adjustment based on experience shall be computed and applied once per year at the beginning of the contractual work year. Experience adjustments shall be computed in no smaller unit than a half step. To qualify for a half step increment the employee shall have been continuously employed a minimum of eighty five (85) working days within the contractual work year (170 working days for full step). Unpaid leave days and days of work as a substitute shall not be counted as days of employment under this SECTION. Unpaid leaves break the "Continuity of Employment" for step increases on the salary schedule.

SECTION 4: Notices. Any written notice given pursuant to the Agreement shall be addressed and delivered as follows:

- A. Employer: Berrien County Intermediate School District
711 St. Joseph Avenue
Berrien Springs, MI 49103
- B. Association: Michigan Education Association
104 West Ferry Street
Berrien Springs, MI 49103
- C. Employee: As set forth in the records of the Employer or to such other address as a party or an employee shall hereafter furnish in writing. Any communication addressed to an employee at his last address on record with the Employer shall constitute legal notice to the employee of the contents of such communication.

SECTION 5: Duplication of Agreement. The parties shall share equally the cost of furnishing a copy of this Agreement to each employee who is employed in the bargaining unit during the terms of this Agreement.

SECTION 6: Validity of Agreement. If, during the life of this Agreement, any of the provisions contained herein are found to be invalid by operation of law by a 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, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

SECTION 7: Entire Agreement. This Agreement constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Association and the Board. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

SECTION 8: Waiver Clause. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION 9: Staff members working full time (32 $\frac{1}{2}$ hours per week) will receive fringe benefits in full. Employees working at least 20 hours per week (but less than full time) shall receive fringe benefits on a prorated basis. Employees working less than 20 hours per week will receive no fringe benefits.

SECTION 10: Reference in this Agreement to the term "Board" may also be interpreted to refer to the Superintendent or his designee.

SECTION 11: Employees covered under this Agreement will not be requested to dispense medication.

SECTION 12: The Board will not use uncertified paraprofessional personnel as substitutes for teachers who are absent from work for any reason. Paraprofessionals who hold valid teaching certificates may be used as substitute teachers when substitute teachers are unavailable through the normal procedures. Certified paraprofessionals, when employed as substitute teachers, shall be paid at the professional salary schedule base rate.

SECTION 13: The Board shall reimburse employee costs, less insurance coverage, for Rx glasses, hearing aids, or posthetic devices damaged by student acts while engaging in the performance of his/her duties.

ARTICLE 17 - WORKING CONDITIONS

SECTION 1. Summer Work. Bargaining unit work required in the summer shall be based upon the following (priority ranked):

- A. Current employment in that classroom, program and facility.
- B. Highest program seniority in that facility.
- C. Highest system seniority.
- D. If there are still openings fifteen (15) calendar days before program initiation, the Employer may fill the position(s) without further restriction.
- E. Summer work shall be deemed work in addition to the regular work year. Employees not hired during the summer, shall not be eligible for Unemployment Compensation.

SECTION 2: School Closing. It is the employee's responsibility to listen to the radio for school closing.

ARTICLE 18 - COMPENSATION

SECTION 1: 1989-90 salaries shall become effective retroactively to September 1, 1989. Salary shall be as follows:

EXP	DAILY RATE SALARY		
	1989-90	1990-91	1991-92
0.0	\$44.23	\$46.31	\$48.49
0.5	\$45.12	\$47.24	\$49.46
1.0	\$46.00	\$48.16	\$50.43
1.5	\$46.67	\$48.86	\$51.16
2.0	\$47.33	\$49.55	\$51.88
2.5	\$48.66	\$50.94	\$53.34
3.0	\$49.98	\$52.33	\$54.79
3.5	\$51.31	\$53.72	\$56.25
4.0	\$52.63	\$55.11	\$57.70
4.5	\$53.96	\$56.50	\$59.16
5.0	\$55.29	\$57.89	\$60.61
5.5	\$56.62	\$59.28	\$62.07
6.0	\$57.94	\$60.67	\$63.52
6.5	\$59.49	\$62.29	\$65.22
7.0	\$61.04	\$63.91	\$66.92
7.5	\$62.59	\$65.53	\$68.62
8.0	\$64.13	\$67.15	\$70.31

Only those employees who were entitled to receive "longevity pay" equal to ten (10) times their daily rate (\$593.70) during the 1988-89 school year shall receive "longevity pay" during the 1989-90 school year in an amount equal to \$350.00; and during the 1990-91 school year in an amount equal to \$200.00. No employee shall receive "longevity pay" during the 1991-92 school year. "Longevity pay" during the 1989-90 and 1990-91 school years shall be prorated over the entire year equally among pay periods.

SECTION 2: Overtime Compensation.

- A. Hours worked by an individual employee in excess for forty (40) hours per week shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- B. Hours worked on Saturdays, Sundays or holidays shall be paid at one and one-half (1.5) times the regular compensation rate for that employee.
- C. Overtime work must be scheduled and authorized in advance by the Employer.
- D. Days required to be made up at the end of a school year will be paid at the regular rate if failure to make up those days would result in a loss of State Aid.

PREPARED 5/29/90 (REVISED 5/30/90)

TA DATE	PROP BY	TA'd PROPOSALS AGREED UPON AS OF 5/29/90
4/18/89	BOARD	AGREEMENT STATEMENT - Date changes
5/9/89	ASSOC	ARTICLE II - RECOGNITION : Include permanent subs in unit
4/18/89	BOARD	ARTICLES III & IV - MGMT RIGHTS AND ASSOC RIGHTS : Move sentence on custodial fee for use of facilities from Assoc rights to Mgmt rights.
5/30/89	ASSOC	ARTICLE IV - ASSOC RIGHTS (NEW SEC.) : Add Assoc. Leave with pay - maximum # of days is 4 per officer; only allowed for 5 Assoc. officers; no more than 2 of the 4 days out of district <i>THIS IS UNDER ART VI (LEAVES WITH PAY & FRINGES) NEW SEC. E</i>
5/30/89	ASSOC	ARTICLE VI (2,d,4) LEAVES : Delete subsection relative to insurance deduct for special unpaid leave in excess of 2 days - retain max of 5 days within 2 year period.
4/18/89	BOARD	ARTICLE VI - LEAVES : Add "...or designate" after each instance of "...director of special education".
4/18/89	ASSOC	ARTICLE VI - LEAVES : DELETE SEC 2A "ANT. PROL. DIS. LEAVE"
5/30/89	ASSOC	ARTICLE VIII (1,a) - LAYOFF AND RECALL : Layoff and recall will be by seniority within building.
4/18/89	BOARD	ARTICLE X (2,e) - GRIEVANCE PROCEDURE : Add non-binding mediation between the supt. and Board level at no cost to the Board.
4/18/89	ASSOC	ARTICLE XI (Sec. 2) - EVALUATION : Board will provide written evaluation 48 hrs. prior to evaluation meeting.
4/18/89	BOARD	ARTICLE XV - DURATION : Change dates.
5/9/89	ASSOC	ARTICLE XVI - GENERAL (NEW SEC.) : Employees will not be required to dispense medication.
4/18/89	ASSOC	ARTICLE XVI - GENERAL (NEW SEC.) : Certified teacher must be in charge of room with paraprofessional.
4/18/89	ASSOC	ARTICLE XVI - GENERAL (NEW SEC.) : Board will reimburse employee costs, less insurance coverage, for Rx glasses, hearing aides, or prosthetic devices damaged by student acts while engaging in the performance of his/her duties.
4/18/89	BOARD	ARTICLE XVII - WORKING CONDITIONS : Change "assigned to" to "based on".
4/18/89	BOARD	ARTICLE XVIII - OVERTIME COMP. : Regular pay rate for days made up at end of school year if make up is required to avoid loss in state aid.
5/30/89	BOARD	ARTICLE VII (SEC,1,C) : Delete language relative to holiday pay.

ALSO: ART XIX - INSURANCE
SALARY (RETRO)