

8/31/96

BLOOMFIELD HILLS SCHOOLS

PARAPROFESSIONALS

September 1, 1993 thru August 31, 1996

Bloomfield Hills Schools

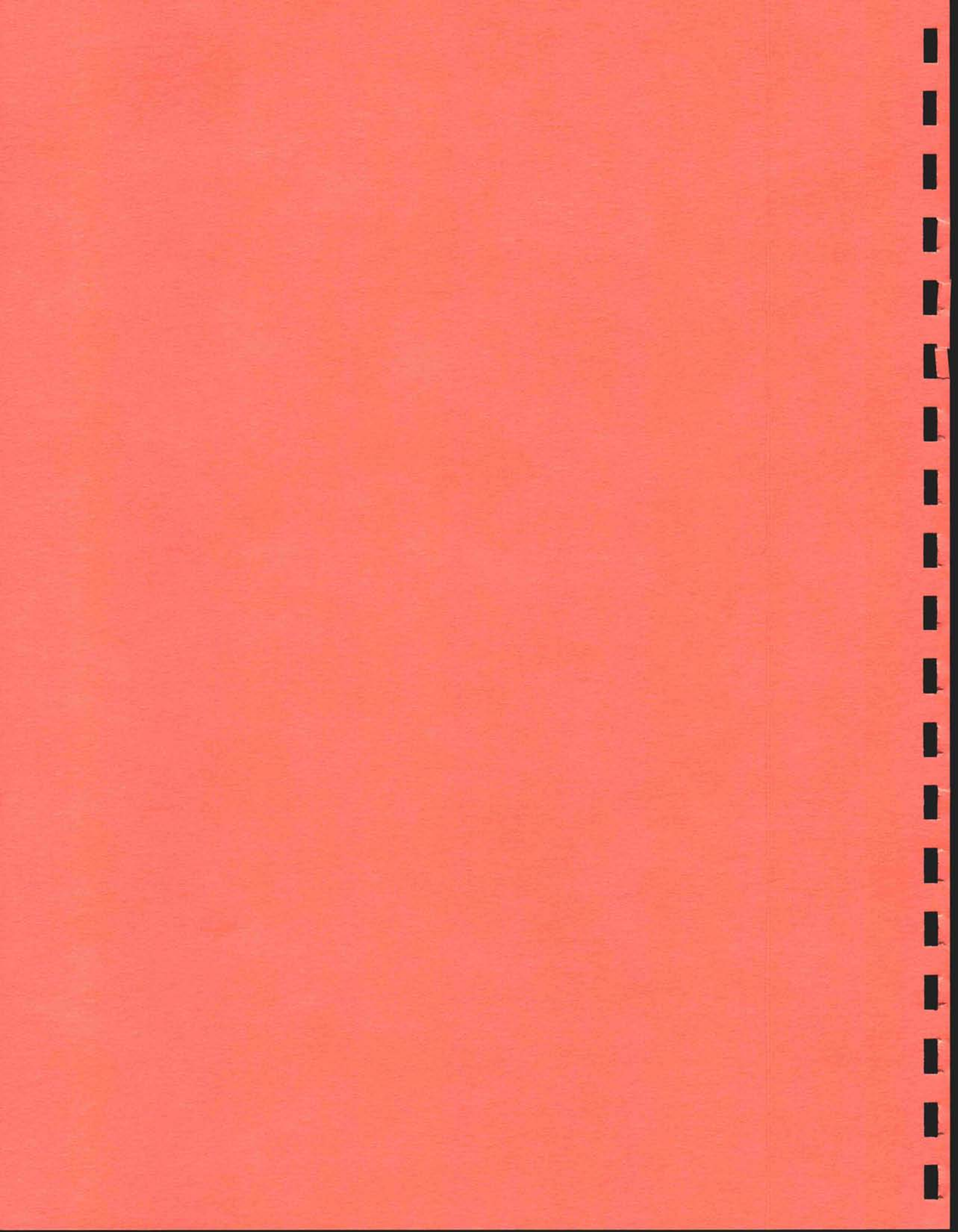


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ARTICLE I - PREAMBLE

This Agreement is entered into on the 21st day of June 1994, by and between the Board of Education, Bloomfield Hills Schools, County of Oakland, State of Michigan (hereinafter referred to as the "Board/Employer"), and the Bloomfield Hills Association of Paraprofessionals (hereinafter referred to as the "Union").

ARTICLE II - RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the School Board does hereby recognize the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for the term of this Agreement for employees of the School Board included in the Bargaining Unit described below:

Paraprofessional personnel in K-12 regular and special education, excluding supervisors, temporary substitute employees, special education center program staff, instructional assistants, interpreters of the hearing impaired and all other employees.

ARTICLE III - REPRESENTATION

A. Officer Notification

The Union will furnish the Employer with lists of its officers, representatives and stewards who have dealings between the Employer and said Union, within five (5) working days after their appointment.

B. Union Representatives

Duly authorized local representatives of the Union shall be permitted to transact official union business on school property provided that this shall not interfere with nor interrupt normal school operations.

C. Carrying Out Investigation, Initiation and Presentation of Grievances

It is understood by the parties that the investigation, initiation and presentation of grievances should be carried out, outside working hours. In the event a Union representative must use working hours to investigate or present a grievance, the representative shall first have the approval of the Assistant Superintendent for Personnel and the building administrator and conduct the investigation or presentation of the grievance as expeditiously and with as little interruption of work as possible.

ARTICLE IV - UNION SECURITY AND DUES CHECK OFF

A. Union Security

1. On the effective date of the Agreement, all employees covered by this Agreement who are members of the Union will remain members for the duration of this agreement.
2. Within ten (10) days after the thirtieth (30) day of the effective date of this Agreement, all employees who do not wish to join the Union shall, as a condition of employment, pay a service charge equal to the amount of the periodic dues required of a member of the union for the duration of this Agreement.
3. Employees hired, rehired, or reinstated in the unit shall, within ten (10) days after the thirtieth (30th) day following their employment or reinstatement in the unit, as a condition of employment, tender the periodic dues or the periodic service charge for the duration of this Agreement.
4. The interpretation, application, administration, and enforcement of this Article shall be in accordance with the requirements of the Public Employment Relations Act: Act 379, of the Michigan Public Acts of 1965 as amended from time to time.

In the event of any action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:

The Board gives timely notice of such action to the Union: and,

The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

Any challenge by a paraprofessional to this Article is not subject to the grievance procedure contained at Article X, but must be referred to the Michigan Employment Relations Commission.

The Union agrees that in any action so defended it will indemnify and hold harmless the Board from any liability from damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article.

B. Dues Deduction

Employees who wish to do so may sign and deliver to the Business Office an assignment authorizing deduction of membership dues of the Union or the service charge, as set forth above. The dues or service charge shall be deducted periodically from the regular pay of all such employees and remitted to the Union. Any such dues deduction authorization so delivered to the Business Office shall be irrevocable for the duration of this Agreement.

ARTICLE V - EMPLOYEE RIGHTS

A. Legal Obligations

The Union and Employer agree to recognize those applicable laws governing individuals in the work place.

B Nondiscrimination

The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without discrimination based upon those classifications protected by applicable state and federal law.

C. Personnel File

Any employee will have the right, per existing law, to review the contents of their personnel and payroll file, excluding pre-employment information; and to have a Union representative present during such review. The file review will be conducted at a time mutually agreeable to the parties.

Information included in the file will be in compliance with current legal standards. In the event of adverse inclusions, the employee may submit a written response concerning such inclusion, which will also be included in the file. The employee signature on file contents will confirm only that such has been reviewed by the employee.

ARTICLE VI - MANAGEMENT RIGHTS

A. The Board of Education, on its own behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and laws of the State of Michigan, including, but without limiting the generality of the foregoing, the rights:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the condition for their continued employment, or for dismissal or demotion; and to promote and transfer all such employees;
3. To determine the hours of employment and the duties, responsibilities, and assignment of employees with respect thereto, and the terms and conditions of employment.

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

ARTICLE VII - UNION RIGHTS

A. Bulletin Boards and School Mails

Bulletin Board space and mail facilities in each building, including mail boxes, may be made available to the union for official business. The Board, however, shall not assume the responsibility of, or any liability for, notices posted or to be delivered for Union purposes. Notices posted shall not speak or suggest any adverse attitude or action toward anyone or the District.

B. Use of Facilities and Equipment

With the approval of the administration, the Union may have the right to use school facilities and equipment for meetings, when such equipment and facilities are not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment. The use of District equipment and facilities will be subject to prior approval of the administration and within Board policy.

C. Information

The Employer will provide information to enable the Union to develop appropriate negotiation proposals as required under the law. It is understood that the foregoing shall not be construed to require the board to compile information or statistics not already compiled or to furnish a copy of any document which has not become a matter of public record.

ARTICLE VIII - SENIORITY

A. Seniority

The seniority of all employees on the seniority list shall commence with the most recent date of hire by the Board.

B. Seniority List

1. The seniority list will include the names, job titles, classification and most recent date of hire of all employees entitled to seniority.
2. The Board will keep the seniority list up date by providing the Union with a current copy in April and October of each fiscal year.
3. All current employees who completed the requirement of C below, prior to this contract shall be seniority employees.

C. Probationary Period

1. The first sixty (60) full work days of employment shall be probationary with no seniority, temporary leave or other benefits, except holiday pay, per Article XVII. If the employee is absent, the probationary period is extended by the number of days absent. Any other extension of the probationary period will be by mutual agreement of the Board and the Union.
2. If the employee is continued in employment beyond the sixty (60) day probationary period, the employee shall acquire the status of a seniority employee and seniority shall be established from the first day worked as a probationary employee. Fringe benefits, will commence on the first day of the month following completion of the probationary period.
3. The Union shall represent probationary employees for purposes of collective bargaining in respect to wages, hours, terms and conditions of employment. Probationary employees may be summarily discharged and such discharge shall not be grievable.

D. Loss of Seniority

Employees shall lose seniority if they quit, if they are discharged and the discharge is not reversed through the grievance procedure, if they are absent without notice or approval for three consecutive working days, or a failure to respond within ten (10) working days from date of mailing of recall letter to the individual's last known address as provided by the employee and shown on the employee's record, or if laid off for a period of time exceeding one year.

E. Seniority (Leaves of Absence)

Employees, while on approved medical or maternity leaves of absences shall accumulate seniority.

ARTICLE IX - REDUCTION/RECALL/POSTING

A. In the event of a reduction in staff, the least senior person, by category, will be removed and remaining staff will be reassigned as determined by the administration.

B. Staff to be laid off for an indefinite period of time will be given at least 14 calendar days notice of layoff. Copies of layoff notices will be sent to the local president.

For purposes of recall, the most senior person, by category, will be recalled first. Notice of recall shall be sent to the individual at the last known address as provided by the individual and as shown on the employer's record, by registered or certified mail. If an individual fails to accept recall to work within 14 calendar days from date of mailing of notice of recall, the individual shall be terminated.

C. Reduction in staff may be initiated by the staffing need of the program or building as determined solely by the administration. Paraprofessionals who are affected by a reduction in staff may displace the least senior person in their category.

Individuals will be retained based on qualifications and then seniority within their category. Assignment to another category may be initiated subject to approval of the assistant superintendent for personnel.

Except for situations where the individual does not meet the job requirements as determined by the assistant superintendent for personnel, the paraprofessionals on layoff will be placed prior to hiring a new person.

Before an assignment is made, the individual must meet the standards and be capable of performing the work without a trial period. It is understood that "capable of performing" the work includes temperament, personality and ability to work with a particular administrator, or the public, or teachers and students in a harmonious relationship.

Category definitions are defined per Appendix A.

D. Individuals will not be excused for failure to report for work or recall if the individual fails to receive recall notice because of their own failure to advise the Employer in writing of change of address.

E. Vacancies shall be posted at each paraprofessional work site for a period of five (5) working days. The administration is under no obligation to transfer paraprofessionals at any time other than the beginning of a school year.

ARTICLE X - GRIEVANCE PROCEDURE

A. Procedure

Any complaint by an employee concerning the application, meaning, interpretation or alleged violation of this agreement, or concerning any disciplinary action, shall constitute a grievance and shall be processed as follows.

No grievance shall be processed unless it is presented within ten (10) working days of its occurrence or knowledge of its occurrence. The time limits set forth in steps 1 and 2 may be extended by mutual consent of the parties. Further, any step in the procedure may be omitted upon mutual consent of the parties.

Step One

The initial presentation of any grievance shall consist of an informal discussion between the employee and immediate supervisor. At the option of the employee, representatives of the Union (2) may participate in the discussion at Step One. Other Employer representatives (2) may also participate.

If the decision is not satisfactory to the employee or the Union, the grievance shall be reduced to writing and presented to the immediate supervisor within five (5) working days of the Step One meeting. The immediate supervisor shall answer in writing five (5) working days of receipt of the grievance.

Step Two

If the decision of the immediate supervisor is not satisfactory, the grievance, in writing, will be referred by the grievant to the Assistant Superintendent for Personnel within five (5) working days of receipt. A hearing date will be established within ten (10) working days.

Within five (5) working days after the hearing or its investigation. The Assistant Superintendent for Personnel shall advise the aggrieved employee(s) and the Union of the decision in writing.

Pre-arbitration

Within ten (10) working days after the Step Two answer, the Union or Employer may request a pre-arbitration hearing. This meeting must be held within ten (10) working days of the request for pre-arbitration.

Step Three (Arbitration)

If the alleged grievance is unresolved after Step Two, the matter may be referred to arbitration. The Union may refer the matter to arbitration provided that notice to refer the matter is given to the other party within ten (10) working days from the date of the written decision at Step Two or after pre-arbitration is conducted. Within five (5) working days after the date of the written request for arbitration, designated representatives or the Employer and the Union shall make every reasonable effort to agree upon a mutually acceptable arbitrator.

If the parties are unable to agree on an arbitrator within the time period set forth herein, the party seeking arbitration shall file a request with the American Arbitration Association to submit a list of qualified arbitrators. The arbitrator shall then be selected according to the rules of the American Arbitration Association.

The Arbitrator shall hear the grievance in dispute and shall render a decision in writing within thirty (30) calendar days from the close of the hearing. The Arbitrator's decision shall be final and binding upon the Employer, the Union, and the employee(s) involved.

The Arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this Agreement and to determine disputes involving the application or interpretation of such expressed provisions. The Arbitrator shall have no power or authority to add to, subtract from, or modify any of the terms of this agreement and shall not substitute his judgment for that of the Employer where the Employer is given discretion by the terms of this Agreement or by the nature of the area in which the Employer was acting. The Arbitrator shall not render any decision which would require or permit any action in violation of the Michigan School Laws.

The Arbitrator's fees and expenses shall be shared by the Employer and the Union equally. The expenses and compensation for attendance of any employee, witness, or participant in the arbitration shall be paid by the party calling such employee, witness, or requesting such participant.

B. Individual Grievances

Notwithstanding the foregoing provisions, it is understood that any individual employee at any time shall have the right to process a grievance on their own behalf, excluding arbitration, and have the grievance adjusted, without intervention of the Union, if the adjustment is not inconsistent with the terms of this Agreement. The Union shall have the right to attend hearings on the matters and receive a copy of any disposition.

C. Monetary Awards

If a grievance is sustained, the aggrieved party shall be paid for financial loss, as determined in the final disposition. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate and any wage settlement will be reduced by income earned from other sources.

ARTICLE XI - TRANSFER AND ASSIGNMENT

A. Transfer

Paraprofessional staff may transfer from one building to another a maximum of once per year and said transfer may occur only at the opening of school and not later than the last Friday of September. All transfers are subject to the approval of the Assistant Superintendent for Personnel.

B. Assignment

An individual may assume a new assignment or increased hours within the same building during the school year subject to the approval of the Assistant Superintendent for Personnel.

C. Involuntary Reassignments (Permanent)

Involuntary reassignment shall not take place without prior discussion with the affected employee, in which any objections to the assignment by the employee shall be considered. If the employee objects to the reassignment, they shall have the right to a full review of the case by the Local President. BHAP's Executive Director, the Assistant Superintendent for Personnel and a second administrator.

ARTICLE XII - DISCHARGE AND DISCIPLINE

A. Notice of Discharge or Suspension

The Board agrees, upon the discharge or suspension of an employee, to promptly notify verbally or in writing the Local President or designee of such action.

Disciplinary actions will be for cause.

B. Discussion of Discharge or Suspension

Upon request, the Board or its designated representative, will discuss the discharge or suspension with the employee and the Union. The Board, likewise, will discuss written reprimands with the employee and the Union upon request. An employee shall be entitled to have present a representative of the Union during meetings concerning disciplinary action. When a request for such

representation is made, no meeting will be conducted with respect to the employee until such representative of the Union is present, unless said representative fails to appear within a twenty-four (24) hour period.

C. Appeal of Discharge or Suspension

Should the discharged or suspended employee or the Union consider the discharge or suspension to be improper, a complaint shall be presented in writing. The matter shall be referred to Step Two of the grievance procedure.

ARTICLE XIII -SPECIAL CONFERENCES

A. There shall be established under this Article a closed forum, hereinafter called "Special Conferences," for the purpose of improving Employer/Employee relationships. It is understood by the parties, however, that the Special Conferences are not to be construed or utilized as a grievance or "gripe" session. It is to be utilized solely as a constructive basis for important matters. It is not to be considered as negotiations, except as provided elsewhere in this Agreement.

B. Special Conferences will be arranged between the Local President and the Employer or its designated representatives by mutual consent of the parties. Such conferences shall be between two or three representatives of the Employer and two or three representatives of the Union. Arrangements for the conference shall be made in advance, and a written agenda of the matters to be taken up shall be presented at the time the conference is requested. The names of the persons to be present shall be submitted prior to the conference. Matters taken up at Special Conferences shall be confined to those included in the agenda. An employee shall not lose time or pay for time spent in a Special Conference during the regular work day.

C. The representatives of the Union may meet at a place designated by the Employer on the Employer's premises for at least one-half hour (but not to exceed one hour) immediately preceding the special conference.

ARTICLE XIV - WORKING HOURS

A. Shift Hours

Shift hours will be determined by the Employer, and each shift will consist of up to eight (8) consecutive hours excluding a thirty-minute (30) unpaid lunch period.

B. Additional Days

Work beyond that normally scheduled may only be initiated with the prior approval of the building principal.

C. Overtime

Overtime will be paid at the rate of time and one-half for work over forty (40) hours per work. Overtime will be paid in compliance with the Fair Labor Standards Act.

Upon mutual agreement of the parties, compensable time at the earning rates defined above, may be taken in lieu of the hourly rate.

ARTICLE XV - COMPENSABLE LEAVE DAYS

A. Definition

Paid for leave time will be provided in order to protect the employee's income during periods of unavoidable absence. The Board's primary concern is for periods of personal illness; however, in appropriate circumstances compensable days for family illness, bereavement, emergencies and personal business constitute legitimate usage.

B. Accumulation

Each employee, upon completion of the probationary period shall be entitled to a current leave day earning at the rate of one day per month of employment service. These leave days for the current year shall be placed at the disposal of each non-probationary employee on July 1st. Unused leave at the end of the school year shall be accumulated to a maximum of one hundred (100) days for ten-month employees.

C. Use of Leave Days

Leave may be used, in accordance with the schedule specified herein, for personal or family illness, bereavement, emergencies and personal leaves. For all absences the employee is required to notify the school administration upon first knowledge of the necessity for the absence. It is agreed that the use of leave days will be confined to the legitimate purposes specified in the schedule which follows immediately.

1. Personal Illness: Bona Fide involuntary physical incapacity to report for and discharge duties. It is understood that an employee may be required to provide a physician's certificate in cases of illness.
2. Family Illness: Bona Fide pressing need due to illness of an employee's spouse, children or parents.
3. Bereavement: Up to three (3) days will be approved for death in the immediate or secondary family. Additional paid days will be approved dependent on family relationships, circumstances, and/or travel involved as

determined by the Personnel Office, provided such additional leave days are available in the current or accumulated leave bank.

An employee's immediate family shall include spouse, parents, children, or persons living in the employee's household. Secondary family is considered to include the employee's grandparents, brothers and sisters. Proof of death may be required.

4. Personal Leave: Up to two (2) days per year from current leave days may be used for personal leave. Personal leave, in all cases except unforeseen emergency, requires at least two (2) days advance notice to the immediate supervisor. Personal leave cannot be utilized the day before or immediately following a holiday, vacation, recess or the beginning or ending of the school year unless approved by the Assistant Superintendent for Personnel.

D. Use of Accumulated Leave Bank

The employee's accumulated leave bank shall be available for use only for the reasons of personal illness or bereavement, and illness in the family as defined above.

An employee may use one personal leave day from the accumulated leave bank if the current leave is depleted and no days have been used for personal leave from the current leave bank.

Leave days for illness in the family may be used from the leave bank, up to a maximum of five (5) days per year for serious illness to a family member only after current leave bank has been exhausted and prior approval has been received from the Assistant Superintendent for Personnel.

E. Leave Day Provisions

Leave Days shall not be used for personal pleasure or extended vacations. Abuse of temporary leave shall be subject to one or more warnings, to suspension and/or dismissal. All salary and fringe benefits of the employee are subject to being waived during the abused leave.

In the event that the service of an employee is interrupted by reason of discharge, termination, suspension, or leave, and said employee has utilized more sick leave days than have been accumulated on the monthly basis, then the value of the excess paid-for leave days shall be deducted from last pay check due the employee at the time of interruption.

F. Jury Duty

Employees who are summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four

(24) hours of receipt of such notice. If such employee then reports for jury duty, that individual shall continue to receive the regular daily wage for each day on which the individual reports for or performs jury duty and on which the employee would otherwise have been scheduled to work. Such time spent on jury duty shall not be charged against leave days.

To be eligible for jury duty pay differential, The employee must furnish the business office with a written statement from the appropriate public official listing amounts of pay received, the days on jury duty, and a check for the full amount of the jury fee paid, excluding any travel allowance paid to the employee by the court. This payment by the employee shall be made to the business office no later than two (2) weeks after the return from jury duty. Any employee found abusing this privilege shall not be entitled to the pay differential.

G. Inclement Weather Days

On any day when school sessions are scheduled but that schedule is canceled by the Superintendent due to weather or other conditions, and this official closing is announced on radio stations WJR, WPON, WWJ or through a program established by the administration, employees will be expected to report for work.

1. In the event of inability to reach work due to inclement weather, the individual has the option of protecting income by charging that day against unused leave time should it be available. Should there be no leave days available, a docking of pay would be initiated for the time missed.
2. In the event a facility must be shut down and the individual has reported for work, the employee may be released from work upon the supervisor's direction, with no loss of pay or leave day for the remainder of the day. If the facility is closed additional days, the employee may be reassigned to another facility.
3. An individual may charge up to a maximum of two (2) days against unused current leave days in the event time is missed due to circumstances as defined in G 1 and 2 above.

ARTICLE XVI - LEAVES OF ABSENCE (noncompensable)

A. Maternity Leave

1. Maternity leave shall be considered a non-paid leave. The employee, upon learning of the pregnancy, must no later than the fourth month of pregnancy, provide the Personnel Office with a physician's statement verifying estimated date of confinement. A written request for leave of absence indicating the date on which the leave is to be initiated shall be provided on or before the end of the sixth month.

2. The maternity leave shall begin as soon as the involved employee and/or the physician deem it necessary. An employee who desires to remain on the job must maintain a satisfactory attendance record and must provide verification from the physician of physical ability to do the work. If these conditions are not met, the administration will initiate the leave.

A maternity leave of absence will be granted for a maximum of one year (12 months) from the date the leave was effective.

3. An employee desiring to return from leave shall so notify the administration in writing and provide a physician's statement approving the return to work. Such notice shall be provided no less than fifteen (15) calendar days prior to the desired return date.

Return to work is contingent upon a vacancy being available for which the employee is qualified; and there shall be no layoff to provide a vacancy.

4. Reinstatement shall be to the same or a comparable position and one for which the employee is qualified. The request for return from leave shall be accompanied by a physician's statement indicating the employee's physical and emotional capability to resume a position.

In cases of adoption, the above provisions of Section A shall apply.

B. Military Leave

Reinstatement from Military Leave

Any employee who enters into active service of the Armed Forces of the United States and, upon the termination of such honorable service, shall be offered re-employment, provided the individual reports for work within ninety (90) days after discharge. Employment may be in the previous position held or a similar position of like status and pay, unless the circumstances have changed as to make it impossible or totally unreasonable to do so. In this event, the individual will be offered employment in line with seniority as may be available, and which the individual is capable of doing.

A probationary employee who enters the Armed Forces and meets the foregoing requirement must complete the probationary period and, upon successfully completing it, will have seniority equal to the time spent in the Armed Forces.

C. Leave for Union Business

A maximum of eight (8) days per year, not for consecutive use,

may be used for the conduct of union business. it is understood and agreed that the use of these noncompensable days will be considered only when the operation can be continued with no interruption, and is finally contingent on the approval of the immediate supervisor. These days will not be used in combination with other leave days or vacation.

D. Conditions for Return from Leave

1. An employee released by a physician for return to work will be assigned to the first vacancy for which the individual is qualified.
2. The Board of Education reserves the right to have any employee returning from a leave of absence examined by a Board-appointed physician to verify their ability to return with no limitations.
3. An employee who is on a leave of absence, and doesn't return upon the expiration of the leave, will be considered a termination. Should no vacant position exist, the employee will be considered as unassigned staff.

ARTICLE XVII - HOLIDAYS

A. A maximum of nine (9) paid holidays per year will be granted to each employee. To be eligible for holiday pay, the employee must work the scheduled hours on the working days immediately previous to and following the holiday, except where the employee has received permission from the Superintendent or designee in advance, or is on a compensable leave as defined in Article XV of this Agreement.

Holiday pay will be based on the employee's hourly rate and regular work day (not to exceed eight (8) hours) immediately previous to the holiday.

B. The following days will be celebrated as paid holidays:

New Year's Day	Thanksgiving
Good Friday	Friday following Thanksgiving
Memorial Day	Christmas Eve
Labor Day	Christmas
	New Year's Eve

When one of the enumerated holidays falls on a Saturday or Sunday, the employee will be provided an alternative paid leave day. The holiday work calendar will be determined by the employer.

The following provisions for those individuals who are not scheduled to work on the day of a designated holiday shall be as follows:

1. Holiday pay for staff who are scheduled less than five days per week will be equal to their scheduled hours per day should the holiday fall on a day they are regularly scheduled to work.
2. Individuals who are not normally scheduled on the working day on which the holiday falls will receive a holiday pay equal to the total hours they are regularly scheduled per week divided by five.

ARTICLE XVIII - INSURANCE BENEFITS

A. Benefit Eligibility

Commencement and duration of coverage, nature and amount of benefits, and all other aspects of coverage shall be as set forth in the group policy and the rules and regulations of the carrier. The Employer's only responsibility shall be payment of the premiums for the benefits specified in this Article.

An employee shall not be eligible for insurance benefits until the probationary period has been completed. The coverage shall be effective the first day of the month following completion of the probationary period.

B. Duplication of Insurance

There shall be no duplication of hospitalization insurance. The Employee must notify the Personnel Office of any personal hospitalization coverage or coverage from spouse's hospitalization insurance plan. It is agreed that employees shall not knowingly cause the Board to provide hospitalization insurance coverage that is a duplication of such coverage already held by the employee. The Union shall encourage employees to abide by this policy and shall assist the Board in its enforcement.

C. Coverage For Paraprofessionals Who Work Six (6) or More Hours Per Day

For each paraprofessional who works six (6) hours or more per day, the Employer will pay the single subscriber premium for the following health insurance, dental insurance and vision insurance:

1. Health Insurance: Blue Cross/Blue Shield of Michigan, PPO (comparable to MVF-II Master Medical Option 1), prescription drug rider \$3.00 co-pay and a master medical annual deductible of \$100 (individual) / \$200 (family). The Blue Cross/Blue Shield coverage agreement, inclusive of riders, is located on appendix B of this agreement.
2. Dental Care: Classes I, II, and III which includes preventive basic care and prosthetics, a dental plan of Class I - 90%, Class II - 75%, and Class III - 60%, with a maximum per person per year of \$1,000.

It is agreed and understood that the Board of Education reserves the right to change carriers or to self-insure.

3. Vision: The vision care program comparable to the current Blue Cross/Blue Shield A-80 with a \$35.00 cap on frames, will provide annual services including examination, lenses and frames premised on a co-pay program with established reasonable and customary fee limitations.

Carrier selection shall remain the prerogative of the District and coverage provisions indicated above may vary, but will be comparable to the above.

D. Additional Coverage

When the health care provider's contract with the Employer permits, any eligible paraprofessional may through payroll deduction pay the difference between the Employer's cost for health insurance provided in C, 1, above and the level of coverage desired by the employee. The additional level of coverage is for full family, two person, family continuation rider, and/or sponsored dependent rider.

E. Coverage For Paraprofessionals Who Work Five (5) or More Hours Per Day

For each paraprofessional who works five (5) hours or more per day, the Employer will pay the premium for the following: life insurance, temporary disability and salary continuation coverage, and long term disability insurance.

1. Life Insurance: The Employer shall pay the premium for a life insurance and, accident and dismemberment policy for each employee. The life insurance policy shall pay the employee's designated beneficiary the sum of \$30,000 upon death with a provision for double indemnity in the event of accidental death.
2. Temporary Disability and Salary Continuation

For each employee who has completed the probationary period, the following disability and salary continuation coverage:

- a. For off-the-job sickness and accident, after all leave days have been used or ten (10) work days, whichever is later, the employee will be paid:
 1. Up to thirty (30) work days at 75% of the employee's current wages;
 2. Up to an additional 210 work days at 60% of the employee's current wages.

- b. The amount received from the District will be reduced by any primary remuneration received, or for which the employee is eligible, during the last 120 work days, from the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veterans' benefits or other such pensions.
- c. Those individuals who have more than ten (10) leave days may elect to use a minimum of ten (10) days or all available in current and leave bank prior to temporary disability coverage being initiated. Individuals who elect to maintain those days in excess of ten (10) will have access to unused leave days upon the return from leave.
- d. Maternity as a disability will be recognized under the provisions of applicable law.

3. Long-Term Disability

Such disability insurance shall provide benefit of 60% of the monthly earnings up to a maximum payment of \$1,000.00 per month to the employee who is unable to work due to extended sickness or injury. The benefits of this plan shall commence after twelve (12) months of such sickness or injury and shall be payable until the employee returns to work, reaches age 65, or is deceased, whichever comes first. For the purposes of the long-term disability coverage, monthly earnings shall be the employee's regular salary divided by 12.

The amount received from the insurance company will be reduced by any primary remuneration received, or for which the employee is eligible, during the benefit period from the employer, the Michigan Public School Employees' Retirement Fund, the Federal Social Security Act (both primary and dependent), the Railroad Retirement Act, Veteran's Benefits or other such pensions.

F. Worker's Compensation

In the event an employee is absent from work due to a job-related accident, the employee will be paid, for a period not to exceed 120 days from the date of the accident, the difference between the employee's full salary and such monies as may be received from Worker's Compensation benefits (loss-of-time benefits.)

It is understood that no leave days shall be charged for absences related to a compensable job-related accident during the 120-day period defined above.

Should the employee continue to be off work beyond a period of 120 days, the employee shall not then be eligible for short-term disability benefits under Article XVIII. After the 120-day period, current and bank days may be used, per Article XV. No District supplement will be made after 120 days, as defined above.

Any employee required to go to the doctor as a result of an on-the-job accident will be paid for such work day without such time being charged against leave days, unless such injury was caused by horseplay or negligence of the involved employee. It is understood that visits other than the initial one at the time of the accident will be scheduled at times other than when the employee is scheduled to work, unless approved by the immediate supervisor.

Any benefits beyond one year shall be payable only under the terms of Worker's Compensation Act and Long-Term Disability Insurance Coverage of the District, provided under Article XVIII.

ARTICLE XIX - HEALTH

To provide continuing health and safety protection for students and school personnel, employees shall provide health certificates and submit to physical examinations as follows:

1. At the time of hiring, each employee shall provide a certificate from a physician showing that the employee is able to fulfill the assigned duties and that they are free from active tuberculosis and other communicable diseases.
2. As a condition of continued employment, each employee shall be required to file the results of a chest x-ray examination or the tuberculin skin test showing negative results, in compliance with Act 290, as amended, of Public Acts of 1966. The results of the test must be filed with the personnel office.
3. The employer may require that an individual have medical or psychological examinations by a physician of its choice. In the event that an examination is required, the expense for the examination will be paid by the Board of Education.

ARTICLE XX - RATES FOR NEW JOBS

The Board of Education will have the right to establish new positions in the bargaining unit as may be required. The employer and the union shall meet to negotiate wages, hours, terms and conditions of employment.

ARTICLE XXI - DEFINITIONS

A. Temporary Employees

Temporary employees (those hired for a period of sixty (60) working days) are not part of the bargaining unit and are not covered by any of the provisions of this Agreement. Any employee hired on a temporary basis, but who works more than sixty (60) consecutive working days, or who is hired within thirty (30) days and works a total of more than sixty (60) consecutive days, shall be considered to be a regular employee and shall be covered by the provisions of the Agreement.

B. Substitute Employees

Any temporary employee hired to substitute for a regular employee who is on a compensable sick leave shall be allowed to exceed the sixty (60) consecutive work day limit only as a replacement for the regular employee. This does not apply to temporary employees hired as additional temporary help.

ARTICLE XXII - MILEAGE

A. Employees required to use their personal vehicles as a necessary part of the job shall be paid the current IRS rate. To qualify for mileage payment, the employee must submit a mileage sheet in accordance with the established district procedures.

B. In the event the monthly mileage is less than fifty (50) miles per month, the mileage sheet shall be held by the employee until the end of the month in which fifty (50) miles have been accumulated.

ARTICLE XXIII - WAGES

A. Salary

1993/94	<u>0 yrs</u> 7.75	<u>1 yr</u> 8.05	<u>2 yr</u> 8.40	<u>3 yr</u> 8.80	<u>4 yr</u> 9.50	<u>5 yr</u> 10.15	<u>6 yr</u> 11.45	<u>Long.</u> 11.80
1994/95	<u>0 yrs</u> 7.95	<u>1 yr</u> 8.20	<u>2 yr</u> 8.55	<u>3 yr</u> 9.00	<u>4 yr</u> 9.70	<u>5 yr</u> 10.35	<u>6 yr</u> 11.65	<u>Long.</u> 12.00
1995/96	<u>0 yrs</u> 8.05	<u>1 yr</u> 8.32	<u>2 yr</u> 8.69	<u>3 yr</u> 9.12	<u>4 yr</u> 9.86	<u>5 yr</u> 10.50	<u>6 yr</u> 11.84	<u>Long.</u> 12.19

B. Longevity

Upon the completion of eight (8) consecutive years of service, an additional \$.35/hour will be added to the hourly rate defined above.

C. Increments and Experience Credit

1. The step increases shall be given upon completion of each year's employment with the District.
2. Up to three (3) years maximum credit for outside work experience may be given. In-district experience may be granted for up to five (5) years.

D. Additional Education Pay

For those individuals who have an Associate's Degree, or sixty semester hours with a C average or better, an additional \$.30/hour will be granted upon request. Such request shall be by submission of transcripts. Those individuals who hold a Bachelor's Degree from an accredited institution of higher learning will be eligible for an additional \$.45/hour upon request. Such request shall be made in writing to the Assistant Superintendent for Personnel and must be verified by submission of transcripts.

E. Tuition Reimbursement

Reimbursement for tuition and books will be provided for those individuals required or approved to attend school providing course work is completed with a grade of "B" or better. Reimbursement is subject to the course work being directly related to the individual's current assignment, and having written approval prior to enrollment from the Assistant Superintendent for Personnel. The total annual reimbursement for the entire bargaining unit will not exceed two thousand dollars (\$2,000).

Application and supporting information for tuition reimbursement shall be filed with the Personnel Office by June 30 of each year. Contingent on the total reimbursement requested, there may be a proration.

ARTICLE XXIV - EFFECT OF AGREEMENT

A. Addendum to Contract

The School Board and the union mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the School Board and the union in an amendment hereto which shall be ratified and signed by both parties.

B. Conformity to Law

This Agreement is subject in all respects to the laws of the state of Michigan with respect to the powers, rights, duties and obligations of the Employer, the union and the employees in the bargaining unit, and 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 judgment or decree no appeal has been taken with the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect.

ARTICLE XXV - DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1993, and shall continue in full force and effect until August 31, 1996. In the event that either party should desire to cancel, terminate, modify, amend, add to, subtract from, or change the Agreement, notice of such intent shall be served by the moving party upon the other no later than sixty (60) days prior to setting forth the intention to cancel, terminate, or reopen the Agreement as the case may be. Such notice shall be served in writing in the event of a timely notice, the parties shall promptly arrange to meet for the purpose of negotiating a successor Agreement.

In the event that neither party serves upon the other a timely notice of desire to reopen the Agreement in the manner set forth herein, then in such event the Agreement shall automatically be extended for a period of one (1) additional year until August 31, 1997, which extension shall be subject to the reopening and extension provisions set forth herein.

The parties hereto have executed this Agreement by their duly-authorized representatives.

BLOOMFIELD HILLS
BOARD OF EDUCATION

By Sharon A. Tosch _____
President Date

Linda Finkel _____
Vice President Date

[Signature] _____
Superintendent Date

BLOOMFIELD HILLS
PARAPROFESSIONALS, MEA/NEA

By Jacqueline B. Lubett 9/16/94
President Date

Constance M. Chapp 9/15/94
Vice President Date

Curtis Lange 9/15/94
Executive Director Date

APPENDIX A

The following categories are those established for all staffing as it concerns transfer, layoff and recall.

Category I - Elementary, Middle School and High School including kindergarten, regular education classroom, GERT, special education, elementary media/science/computer, noon supervisor, office, computer, physical education, media center, bilingual, ESL, PAGES and farm.

Category II - Middle School and High School including parking lot, audio visual, hall monitor, school store, career center, study hall and attendance.

Category III - Elementary, Middle School and High School positions in the hearing impaired program.



GROUP ENROLLMENT & COVERAGE AGREEMENT*

Customer ID No.		Effective Date 8/1/94	
Group Name Bloomfield Hills Board of Education	Group No. #67201	Suffix No. 666	Billing Cycle Date 1st

LIST ALL BLUE CROSS AND BLUE SHIELD OF MICHIGAN CERTIFICATES/RIDERS AND FORM NUMBERS:

Comprehensive Semi Private Hospital Care Certificate 0959-7

D45NM 2288-9
CC 2286-3
OPC 2290-5

Professional Services Group Benefit Certificate (PSG2) 1880-4

Prescription Drug Group Benefit Certificate \$3.00 0883-9

Master Medical Supplemental Benefit Certificate Option I 4792-8

DC	4656-5	BMT	4398	CNM	6600
SD	4651-6	SOT-PE	9909-3	TSA	3693
COB-3	0540-5	GLE-1	9930-9	NC	4359
Plus 15	6701-1	RAPS	7469	SUBRO2	5220
Trust 15	6908-8	RAPS-2	7057	CNP	3687
MMC-XTMJ	7106	XTMJ	7103	SAT-II	4081-6
MMC-PDC	4788-6	HMN	5227	ASFP	5821
MMC-PD	4786-0	PD-MAC	5013-8	RDC	3691
PTB	5687	APDBP	7851	OPPC-3	0664
CLC-2	0663	PPNV-2	4641	ML	1892-9

BLUE CROSS & BLUE SHIELD OF MICHIGAN ONLY

TOTAL EMPLOYEES: _____	IDENTIFY SEGMENT _____	GROUP _____	CURRENTLY ENROLLED _____
TOTAL INELIGIBLE _____	_____	SUMMARY _____	HASES _____
TOTAL ELIGIBLE _____	_____	_____	NEW HIRES _____
			TOTAL ENROLLED _____

THE GROUP AGREES WITH ALL TERMS AS STIPULATED IN THIS GROUP ENROLLMENT AND COVERAGE AGREEMENT (PAGES 1 & 2, FRONT AND BACK), ON THE GROUP PROFILE, ON THE GROUP SUBSCRIBER APPLICATION, AND IN THE SPECIFIED BLUE CROSS AND BLUE SHIELD OF MICHIGAN HEALTH CARE CERTIFICATES(S) AND RIDER(S). DO NOT SIGN THIS AGREEMENT UNLESS A BENEFIT DESCRIPTION IS ENCLOSED.

SIGNATURE OF GROUP EXECUTIVE: X Christine Barnett DATE: X 6/30/94

SIGNATURE OF BCBSM REP: _____ DATE: _____
Marcia Reeves/ED/140/bm

SIGNATURE OF AGENT: _____ DATE: _____

SIGNATURE OF UNDERWRITER: _____ DATE: _____



