

8911

8/31/90

AGREEMENT
between the
VAN BUREN PUBLIC SCHOOLS
and the
VAN BUREN PARAPROFESSIONALS
ASSOCIATION
1986-87 * 1987-88
1988-89 * 1989-90

Van Buren Public Schools

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ARTICLE I

AGREEMENT

1.1 This Agreement is entered into, effective March 14, 1988, by and between the Van Buren Public Schools' Board of Education, hereinafter called the "Board," and the Michigan Education Association, hereinafter called the "Association," through its local affiliate, the Van Buren Paraprofessionals Association.

ARTICLE II

PURPOSE

2.1 This Agreement is negotiated pursuant to the Public Employment Relations Act, Act No. 336 of the Public Acts of 1947, as amended (Act 379, Public Acts of 1965), to establish the wages, hours, and other terms and conditions of employment for the members of the bargaining unit herein defined.

2.2 The Board and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the parties and enter into this Agreement out of a mutual desire to develop and maintain an atmosphere of mutual respect, to provide effective channels of communication, and to promote harmony between the parties. Further, the Board and the Association hereby affirm their mutual interest in the development of educational programs of the highest quality for the benefit of students and the community.

ARTICLE III

RECOGNITION

3.1 Bargaining Unit

The Board hereby recognizes the VBPAMEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all full-time and regular part-time secondary paraprofessionals, compensatory education aides, special education aides, preschool aides, community education teacher aides, Headstart classroom aides, and Headstart parent coordinator, ~~summer~~ school aides, and Vocational Education aides, but excluding supervisors, crossing guards, lunchroom mothers, and all other employees.

3.2 All personnel represented by the VBPAMEA in the above defined bargaining unit, unless otherwise indicated hereinafter, shall be referred to as "paraprofessionals," and reference to female personnel shall include male personnel.

3.3 Bargaining Unit Work

Work customarily performed by employees in job classifications covered by this Agreement may be performed by volunteers, subcontracted by the Board to an outside agency, or assigned to workers in experimental or other job experience and training programs. The work by such individuals or groups, however, shall not cause the elimination of present paraprofessionals or reduce present individual work schedules.

ARTICLE IV

EXTENT OF AGREEMENT

4.1 This Agreement shall constitute the full and complete commitment between the parties during its term. However, it may be modified through the voluntary, mutual consent of the parties in written and signed amendments. Either party wishing to open discussion of a particular provision during the term of the Agreement shall do so by notifying the other party, in writing, clearly identifying the contract provision(s) in question. Both parties shall have the right to refuse, in writing, to discuss any given provision(s) of the Agreement.

4.2 If any provisions of this Agreement or any application of the Agreement to any paraprofessional or group of paraprofessionals shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

4.3 The terms of this Agreement shall govern in any situation in which such provisions contradict existing rules, regulations, policies, or practices of the Board.

ARTICLE V

STRIKES

5.1 No paraprofessional or the Association shall participate in or cause any strike or work stoppage in the district during the terms of this Agreement. Nor shall any paraprofessional refuse to carry out her normal work assignments.

5.2 If a paraprofessional or the Association engages in any strike or work stoppage activity during the term of this Agreement, no provision of this Agreement will be construed as requiring the Board to meet economic or other fringe benefit obligations during the period of such activity.

5.3 The Board shall not lock out any paraprofessionals during the term of this Agreement. If school operations cease as a result of a strike by another unit within the district and paraprofessionals are laid off, it shall not be construed to be a lockout. A paraprofessional may not be ordered to cross a picket line if such action could adversely affect her personal safety.

ARTICLE VI

BQABD RIGHTS

6.1 The Board of Education retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes a violation of any express term of this Agreement.

6.2 Without limiting to any extent the generality of the foregoing, solely for the purpose of illustration, the Board shall have the right to decide the number and location of schools, the number and location of classrooms, the course of study and curriculum, the schedule of classes, methods and materials of instruction, textbooks, the assignment of pupils to buildings and classes, and the amount of supervision necessary.

6.3 It is further recognized that the authority and responsibility for the selection and direction of the working forces, including the right to hire, suspend, discharge, promote, or transfer; to determine the amount of overtime to be worked; to relieve employees from duty because of lack of work, or for other legitimate reasons, is vested exclusively in the Board, subject to the provisions of this Agreement as herein set forth.

6.4 The Board shall also have the right to promulgate at any time and to enforce any rules, policies, and regulations which it considers necessary or advisable for the safe, effective, and efficient operation of the school district so long as they are not inconsistent with the provisions of this Agreement.

6.5 Nothing contained within this contract shall be construed to deny or restrict an employee in any rights he/she may have under state law, federal law, or other applicable regulations. Paraprofessionals shall not be assigned regularly to duties contrary to law, except temporarily in cases of emergency. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

6.6 Noncertificated paraprofessionals shall not be used as substitute teachers.

ARTICLE VII

ASSOCIATION AND EMPLOYEE RIGHTS

7.1 Non-Discrimination

- A. The Board agrees it will not discriminate in respect to wages, hours, or conditions of employment against any paraprofessional because of his/her membership in the Association, participation in the activities of the Association, participation in negotiations with the Board, or by his/her presentation of any complaint or grievance under terms of this Agreement.
- B. The paraprofessional's private and personal life is not within the appropriate concern or attention of the Board unless such adversely affects the paraprofessional's ability to effectively perform assigned duties.
- C. The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, color, religion, national origin or ancestry, age, sex, marital status, or handicap if otherwise qualified.

7.2 Discipline

- A. Disciplinary action by the Board may involve: (1) oral reprimand, (2) written reprimand, (3) suspension without pay, (4) discharge, or other actions which may be deemed appropriate. Though the appropriate first step of a disciplinary process may depend upon the nature of the disciplinary incident, the rights of the employee will be respected.
- B. No paraprofessional shall be disciplined without just cause. The specific grounds forming the basis for disciplinary action, with the exception of oral reprimand, will be made available to the paraprofessional and the Association in writing.
- C. The paraprofessional shall be entitled to have present a representative of the Association during any meeting of a disciplinary nature or of a type which could result in a follow-through of disciplinary action. In such instances, the paraprofessional shall be informed of the nature of the meeting and of her rights to representation. When a request for such representation is made, no disciplinary action or investigation shall be taken with respect to the paraprofessional until such a representative of the Association is present.
- D. Disciplinary actions will be conducted in private unless the situation requires an immediate action necessary to protect the student from physical, mental, or emotional trauma.

7.3 Files and Records

- A. A paraprofessional will have the right to review the contents of his/her personal file.
- B. The paraprofessional will be provided a copy of all material placed in his/her personal file which may be grounds for discipline or adversely affect his/her performance evaluation. The paraprofessional may submit a written notation regarding any

material, including coirplaints, and the same shall be attached to the file copy of the material in question.

7.4 In any case of assault upon a paraprofessional, it shall be the responsibility of the paraprofessional to report the incident to her immediate supervisor. The Board shall provide the paraprofessional with advice as to her rights and obligations with respect to such assault.

7.5 The Board will provide liability insurance coverage to all paraprofessionals relative to any student accident or injury at the same level provided all other school district employees.

7.6 Use of School Facilities

The VHPVMEA and its members shall have the right to use school buildings and facilities pursuant to and consistent with Board policy.

7.7 The Association shall have the right to use the district mail system and bulletin boards provided that all such Association material is clearly identified and the Association accepts all responsibility for such material.

- 7.8
- A. Job descriptions for all paraprofessionals shall be established by the Board.
 - B. Substantial alterations in a paraprofessional*s working conditions shall be negotiated first with the Association prior to implementation.

7.9 Duly elected/appointed VBPVMEA representatives shall be permitted to transact official union business on school property. Said business shall not interfere with or interrupt normal school operations and will be scheduled when paraprofessionals are not schedule with students. All such representatives shall notify the school office of their presence in the building.

7.10 With approval of the Building Principal, the Association may use school equipment, including typewriters, ditto machines, duplicating equipment, and other machinery normally available in the building. It is understood that such equipment shall not be removed from school property. The Association shall pay the current costs of all materials and supplies incident to such use.

7.11 The VBPVMEA may, upon application to the Superintendent, be granted up to seven (7) working days per year for the president and Association representatives to conduct union business without loss of pay.

7.12 The Board agrees to make available, upon request by the Association, all available information in accordance with the Freedom of Act, as well as any information necessary for the processing and/or resolution of any grievance and for the development of bargaining proposals.

7.13 The Board shall provide the Association with the names and addresses of all new paraprofessionals within one (1) week of hire.

7.14 If the Board requires a paraprofessional to attend any in-service or training activities, then the Board will pay for all expenses related thereto. This clause shall not be construed to mandate the Board to pay for meals or mileage for in-district and Wayne County ISD in-service or training activities.

7.15 It is agreed that it is not the paraprofessional's responsibility to perform duties normally assigned to custodians, except in an emergency, in which student safety is involved.

7.16 Paraprofessionals will be notified of staff meetings or special project planning sessions they are expected to attend,

7.17 Travel

Adequate travel time shall be provided to paraprofessionals whose assignment may require travel between two or more buildings. Paraprofessionals who are required and authorized pursuant to their jobs to travel on school business shall be paid mileage at the rate of 21 cents per mile,

7.18 Performance Evaluation Guidelines

- A. **PURPOSE** - Periodic written evaluation of the performance of a paraprofessional is intended to identify the strengths and weaknesses of that performance and provide suggestions and direction for improvement,
- B.- **FREQUENCY** - The performance of a paraprofessional will be evaluated before the end of any probationary period. For first year paraprofessionals, a second evaluation will be completed before the end of March if there has been more than a-half year of service. During the second school year of employment, the performance of the paraprofessional will be evaluated in both November and before the end of March. Thereafter, evaluations will occur annually. However, during any employment year, more frequent written evaluations may occur, if needed.
- C. **EVALUATOR** - The performance evaluation will be completed by the paraprofessional's immediate supervisor (the teacher, for classroom aides); the building principal, or his/her designee, for paraprofessionals working outside the classroom.
- D. **FORM/COPIES** - The evaluator will utilize the standard district form provided (with category attachment) and complete the evaluation in three copies. One copy will be provided the paraprofessional, a second copy filed by the evaluator, and the third copy forwarded to the district office for filing in the paraprofessional's personnel file.
- E. **AWARENESS** - All incidents and conditions which are likely to have a negative or positive impact on the evaluation rating of the paraprofessional are to be brought to the employee's attention at the time of their occurrence or as soon thereafter as they might reasonably be assumed to become known.
- F. **POST-EVALUATION CONFERENCE** - No evaluation will be deemed complete without a post-evaluation conference (or opportunity for one) in which both the paraprofessional being evaluated and the evaluator are permitted to ask questions and discuss the evaluation.
- G. **REBUTTAL** - Upon completion of the evaluation form and the post-evaluation conference, the paraprofessional being evaluated will sign the form to indicate receipt of a copy. However, if the employee disagrees with the content of the evaluation, he/she may, within thirty (30) calendar days, submit a narrative rebuttal which will be attached to the evaluation form in the paraprofessional*s personnel file.

7.19 Duties not normally performed by paraprofessionals but associated with other classifications, shall not be assigned paraprofessionals.

ARTICLE VIII

MEMBERSHIP, FEES, PAYROLL, DEDUCTIONS

8.1 Conditions of Employment

Paraprofessionals covered by this Agreement shall be required as a condition of continued employment to become members in the VBPA/MEA or to pay a service fee equal to the membership dues in accordance with the By-Laws of the VBPA and MEA for the duration of the Agreement and any extensions thereof.

8.2 Service Fee

Paraprofessionals hired, rehired, reinstated or transferred into the bargaining unit shall be required, as a condition of employment, to become members of the VBPA/MEA or to pay equal initiation/service fee and monthly dues on or before the ninety-first (91st) day following the beginning of their employment in the unit.

8.3 Failure to Pay Dues/Service Fee

The employer shall be notified, in writing, by the VBPA of any paraprofessional in the bargaining unit who is sixty (60) days in arrears in payment of membership dues or service fees. Paraprofessionals who fail to comply with this requirement, or the provisions of 8.2, shall be released by the employer within thirty (30) days of such notice.

8.4 Upon appropriate written authorization from the paraprofessional, the Board shall deduct from his/her wages and make appropriate remittance for annuities, credit union, savings bonds, united Fund, insurance options, MEAPAC and NEA-PAC, or any other plans or programs jointly approved by the Association and the Board.

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

- A. The employer given timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- B. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.

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

ARTICLE IX

WORKING CONDITIONS

9.1 A paraprofessional who believes her work assignment involves unsafe or unhealthy conditions shall refer the matter to her supervisor for immediate disposition. Every reasonable effort shall be made to remove the unsafe or unhealthy condition(s) and be in compliance with local, county, and state codes.

9.2 The Board shall reimburse the paraprofessional for the loss, damage, or destruction of personal property which was required in writing by the Board and was used on school premises and which was related to job responsibilities when the loss, damage, or destruction is not the result of the employee's negligence.

9.3 In the absence of a building principal or supervisor, a paraprofessional shall not be held accountable or made responsible for the administration or supervision of the building.

9.4 No paraprofessional shall be required to enter an unoccupied building alone or to be left alone in an unoccupied building.

9.5 The Board shall provide adequate rest areas and restrooms for paraprofessional use, as well as access to lockable space for personal items.

9.6 Probationary Employees

- A. An employee is a probationary employee for the first ninety (90) calendar days of employment.
- B. There shall be no seniority rights for layoff or recall for probationary employees and these matters shall not be subject to the grievance procedure.
- C. During the probationary period, the paraprofessional may be discharged at the discretion of the Board. Such discharges shall not be subject to the grievance procedure.

9.7 Seniority

- A. Seniority shall be defined as the length of service in the employ of the district within the bargaining unit. Once the probationary period has been completed, seniority shall accumulate as of the initial hire date. In the event that more than one paraprofessional has the same initial hire date, position on the seniority list shall be determined by placing the paraprofessional with the most hours worked per year in the top position on the seniority list.
- B. In case of transfers from one job classification to another within the bargaining unit, the transferee shall retain his/her seniority date.
- C. Each year of continuous employment prior to September 1, 1976, shall be considered a full year in the determination of seniority, regardless of the number of hours worked per day, the number of days worked per week, or the number of scheduled work days per year.

D. Full-Time, Part-Time Defined for Seniority.

1. The paraprofessional working fifteen (15) hours or more per week shall be considered full-time for the computation of seniority.
2. The paraprofessional working less than fifteen (15) hours per week shall be considered half-time for the computation of seniority.

E. The Board shall prepare, maintain, and post the seniority list. The initial seniority list shall be posted within thirty (30) days of the ratification of this Agreement, with revisions prepared and posted thereafter in April of each year. A copy of the seniority list and subsequent revisions shall be furnished the Association at the time of posting.

F. Seniority shall be lost by a paraprofessional upon termination, discharge, resignation, retirement, or transfer outside the bargaining unit.

G. Seniority shall not accrue for any unpaid leave of absence. Paraprofessionals returning from leave shall receive credit for previous seniority, unless otherwise noted.

H. Seniority is frozen if a break in service is due to layoff. Any paraprofessional laid off and later recalled, shall not lose seniority accumulated prior to layoff.

I. For purposes of seniority, tech aides shall be given credit for prior work experience as a tech aide in Van Buren Public Schools.

Tech aides shall be placed on a separate seniority list. Seniority shall not be transferable from one list to another. All provisions of which seniority is an issue will be applied separately to employees on the tech aide list or the paraprofessional list.

J. A paraprofessional transferring within the bargaining unit to a tech aide position shall have her paraprofessional seniority frozen until such time as he/she will transfer back to a paraprofessional position or is laid off from the tech aide position. The same shall apply to tech aides who transfer to paraprofessional positions.

9.8 In instances where a teacher and her program are transferred to another building, the paraprofessional assigned to that teacher will be transferred with the teacher and his/her program. Such a transfer, however, shall not occur to the paraprofessional if the move results in fewer work hours.

GRIEVANCE PROCEDURE

10.1 Definition

A grievance is a written complaint by a bargaining unit member, or by the Association on behalf of the member(s), concerning any alleged violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

10.2 Hearing Levels

- A. **LEVEL ONE** - The employee shall first discuss the alleged violation with his/her supervisor, either individually or accompanied by an Association representative, within five (5) working days of the employee's knowledge of the occurrence of the alleged violation, in an attempt to resolve the grievance informally. In no case, shall a grievance be filed later than 30 days following the alleged violation.
- B. **LEVEL TWO** - If the matter is not satisfactorily resolved at Level One, it shall be reduced to writing, clearly stating the claimed basis for the grievance citing the articles and sections of the Agreement which have been allegedly violated, and stating the relief requested. This written grievance must be submitted on a standard form within five (5) working days of the completion of Level One and signed by the grievant and submitted to the employee's supervisor and the Association. The supervisor's response, in writing, shall be given to the grievant within five (5) working days of the receipt of the Level Two grievance.
- C. **LEVEL THREE** - If the Association and the grievant are not satisfied with the disposition of the grievance after the completion of Level Two, or if no disposition has been made within five (5) working days of receipt of the grievance, the Association may appeal, in writing and on the standard form, to the Superintendent, or his/her designee. The appeal must present rationale as to the dissatisfaction of the disposition at Level Two. This appeal must be presented to the office of the Superintendent within five (5) working days after receipt of the disposition of the Board response at Level Two. Further, a copy of the Level Two grievance and response must accompany said appeal.

Within ten (10) working days after the receipt of the appeal, the Superintendent or his/her designee shall meet with the Association and investigate the grievance and shall communicate a decision, in writing, together with the supporting reasons to the Association and the grievant(s).

Grievances involving pay or involuntary transfer may be submitted at Level Three according to the time limitations presented in Level One.

- D. **LEVEL FOUR** - If the Association and the grievant are not satisfied with the disposition of the grievance after the completion of Level Three, or if no disposition has been made within the period above provided, the Association may submit the grievance to mediation within thirty (30) working days after the receipt of the written Level Three response.

- E. **LEVEL FIVE FOR DISMISSAL ONLY** - If the Association is not satisfied with the disposition of a grievance regarding dismissal at Level Three or if no disposition has been made within the period above provided, the Association may submit the grievance to final and binding arbitration before an impartial arbitrator within thirty (30) working days after receipt of the written Level Three response. The arbitrator shall be selected under the rules of the American Arbitration Association which shall govern the proceeding.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

Both parties agree to be bound by the award of the arbitrator, and that judgment may be entered in any court.

The fees and expenses of the arbitrator shall be shared equally by the Association and the Board.

10.3 Miscellaneous Conditions

- A. **Time limits provided in the Article shall be strictly observed but may be extended by mutual written agreement.**
- B. **Notwithstanding the expiration of this Agreement, any claim or grievance initiated while the Agreement is in effect may be processed through the grievance procedure until exhausted.**
- C. **An employee who must be involved in a Level One, Two, Three, or Four conference during the work day, shall be excused, with pay, for that purpose.**

10.4 The Association, if it determines the condition giving rise to the grievance has its source at the district level, may process a grievance via the expedited procedure outlined below:

- A. **The grievance shall be submitted in writing to the Superintendent or his designee within thirty (30) days of the alleged violation. Within five (5) working days of submission, the Superintendent or his designee shall schedule a meeting with the Association in an effort to resolve the dispute.**
- B. **In grievances involving dismissal only, if the grievance is not resolved to the Association's satisfaction within seven (7) working days of the meeting between the Superintendent or his designee and the Association, the Association may appeal the grievance to final and binding arbitration under the rules of the American Arbitration Association.**

ARTICLE XI

VACANCIES, TRANSFERS, AND PROMOTIONS

11.1 A vacancy shall be defined as an unfilled position, existing or newly created, wholly involving duties normally performed by employees in positions identified in the recognition clause of this Agreement. A position held by a paraprofessional on a sick leave of absence or an unpaid leave of absence of a semester or more, who submits a doctor's confirmation that she will not return for the remainder of the school year shall be considered a vacancy.

11.2 Job Postings

A. All vacancies will be posted in a conspicuous place in each building accessible to the paraprofessional for a period of ten (10) working days. Said posting shall contain the following information:

1. Job Title
2. Location
3. Starting Date
4. Pay Rate
5. Hours per Week
6. Qualifications
7. Specific responsibilities of the job

B. Interested paraprofessionals must apply in writing to the Board office during the posting period.

C. Bargaining unit applicants will receive preference for the position on the basis of seniority, if the posted position represents more hours per week or school year than currently held by the bargaining unit applicant.

If the posted position does not exceed the number of work hours per week or school year currently held by the bargaining unit applicant, a laid off paraprofessional, in reverse order of layoff, will be recalled to the position.

If there is no paraprofessional on layoff and the posted position does not represent an increase in work hours or work week for the bargaining unit applicant, then she shall receive full consideration for the post.

D. No position shall be filled without a posting except in compliance with Article 12.4 or 12.5.

E. If a posted position represents more hours per week or school year than currently held by a bargaining unit applicant, the position will be filled within five (5) working days after the closing of the posting.

11.3 The VBPVMEA office shall receive a copy of all such postings.

11.4 The VBPA/MEA office will be notified, in writing, of vacancies that occur during the summer months. Said vacancies will be posted in the Board office.

11.5 The parties agree that involuntary transfers may be effected for just cause.

11.6 In the event of voluntary or involuntary transfer from one assignment to another, the paraprofessional shall be given ninety (90) calendar days (excluding days when school is not in session) trial in which to show her ability to perform the duties of the new assignment. Should the paraprofessional be unable to perform satisfactorily the duties of the new assignment, she shall be returned to her previous assignment.

11.7 In the event a paraprofessional not currently employed in the unit is employed to fill a vacancy after the school year begins and a paraprofessional currently employed has applied for the position, it is understood his/her assignment to the position shall be temporary and the position be considered open to transfers once the current school year ends.

ARTICLE XII

REDUCTION IN PERSONNEL, LAYOFF, AM) RECALL

12.1 No paraprofessional shall be laid off pursuant to a reduction in the work force unless said paraprofessional shall have been notified of said layoff at least fifteen (15) calendar days prior to the effective date of the layoff. In the case of layoffs at the end of a school year to be effective the beginning of the following year, paraprofessionals shall be notified prior to the end of that current school year.

12.2 In the event of a reduction in work force, the Board shall first layoff probationary paraprofessionals, then the least senior employees. In no case, shall a new paraprofessional be employed by the Board while there are laid off employees unless laid off employees have been offered the vacant or newly created position.

12.3 Notices of recall shall be sent by registered mail (return receipt requested) to the last known address of the laid off paraprofessional as shown on the Board's records. The recall notice shall state the time and date on which the paraprofessional is to report back to work. It shall be the paraprofessional's responsibility to keep the Board notified as to his/her current mailing address. A recalled paraprofessional shall be given ten (10) calendar days from the time of mailing the recall notice to report for work. Paraprofessionals recalled to work are obligated to accept said work. A paraprofessional who declines recall to perform work within the bargaining unit or who fails to respond to the recall notice shall be terminated,

12.4 Employees whose positions have been eliminated due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals. Employees whose hours of work have been reduced due to reduction in program and/or work force shall have the right to continued employment over less senior paraprofessionals.

12.5 Laid off employees shall be recalled in reverse order of layoff. Any employee recalled to a job title different from that held at time of layoff shall serve the ninety (90) calendar day (excluding days when school is not in session) probationary period.

12.6 Paraprofessionals on layoff shall retain their seniority for purposes of recall for a time equal to their years of service, but in no instance for less than one (1) year. Any employee on layoff for more than that period, shall lose her seniority and further rights under this Agreement, and shall be considered terminated.

ARTICLE XIII

WOPK YEAR, WOPK WEEK, WOPK DAY

13.1 The normal work year for the paraprofessional shall be one hundred eighty-one (181) work days within the established school calendar for students as modified by other provisions of this Agreement. However, paraprofessionals may be discharged or laid off, their work hours, work days, or work weeks reduced, which may result in less than one hundred eighty-one (181) work days for some or all paraprofessionals, if there is one or more of the following conditions: (1) a decrease in the students enrolled in the school district or program, (2) a decrease in the revenue of the school district or funding of a program, (3) an increase in costs to the school district, or (4) the Board of Education deems it necessary to alter school curriculum or program(s).

13.2 The work week for all paraprofessionals shall be established by the Board. No paraprofessional will be required to work Saturdays or Sundays.

13.3 All paraprofessionals will be allowed one (1) fifteen (15) minute relief period within the regularly scheduled work day, if that work day is three (3) hours or more, as scheduled by the Board. If a paraprofessional's work day is more than five (5) hours, as scheduled by the Board, she shall receive two (2) fifteen (15) minute relief periods within her regularly scheduled work day. Said relief periods shall be paid. Relief periods may not be accumulated.

13.4 Overtime service shall be those hours worked in excess of forty (40) hours in a given week. Overtime will be assigned, on the basis of seniority, to those qualified paraprofessionals regularly working in a given building in which the Board determines the need for such service.

13.5 Nothing in this Agreement shall require the Board to keep schools open in the event of inclement weather or when otherwise prevented by an act of God. When the schools are closed to students, due to the above conditions, paraprofessionals shall not be required to report to their job assignments and shall suffer no loss of wages. If, however, during the term of this Agreement, the school calendar is altered and extended to make up scheduled instructional days lost due to inclement weather or act of God, paraprofessionals shall be paid for actual days worked.

13.6 All paraprofessionals shall work during In-service Days, Records Days, Parent-Teacher Conference Days, or other special events if requested to do so by the Board, in writing. The paraprofessional shall be paid his/her regular hourly wage rate for all hours worked.

13.7 The work day for all paraprofessionals shall be established by the Board. All paraprofessionals working three (3) hours or more per day shall be provided a duty-free, thirty (30) minute, unpaid lunch period as scheduled by the Board.

13.8 The work day of the paraprofessional shall not exceed thirty (30) minutes before the arrival time or thirty (30) minutes after the departure time established by the Board for the teachers in the building where assigned.

ARTICLE XIV

HOLIDAYS

14.1 Paraprofessionals shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each employee. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day. The following days will be considered paid holidays: Thanksgiving Day, the Day after Thanksgiving, Christmas Eve Day, Christmas Day, the Day following Christmas, New Year's Eve Day, New Year's Day, the Day following New Year's Day, Good Friday, Easter Monday, and Memorial Day.

14.2 All paraprofessionals shall earn one-half (1/2) day's vacation pay for each month, September through June, during which he/she works his/her regularly scheduled hours. Paid absences for reasons of personal business, jury duty, association business, and bereavement shall be excluded in the determination of one's earning the one-half (1/2) paid vacation day per month.

Earned vacation pay shall be for the regularly scheduled hours of the employee as calculated for holiday pay.

ARTICLE XV

UNPAID LEAVES

15.1 General Conditions

- A. Leaves of absence, without pay or benefits, shall be granted upon written request from a paraprofessional without loss or accumulation of seniority as outlined below.
- B. Requests for leaves of absence shall be sent to the Board office and include the reasons for the leave, notification of the beginning and ending dates of said leave, and citing the authorizing contract provision. Unless otherwise noted, such written request shall be submitted thirty (30) calendar days prior to the date the leave is scheduled to expire, the paraprofessional shall notify the Board of her intent to return to work.
- C. A paraprofessional returning from a leave of absence during the same school year during which the leave commenced, shall be assigned to the position she held immediately preceding the leave. A paraprofessional returning from a leave of absence the following school year or thereafter, shall be assigned to a comparable position.
- D. Seniority shall not accrue for any unpaid leave of absence. Paraprofessionals returning from leave shall receive credit for previous seniority, unless otherwise noted.
- E. No more than one leave of a given type may be requested in a one (1) year period.

15.2 Unpaid Leaves

- A. Military Leave - The re-employment rights of paraprofessionals leaving the district for military service shall be governed by applicable federal and state law.
- B. Parental leaves will be granted to an employee for child care.
- C. Extended Medical Leave - Extended medical leave for physical disability shall be granted after the exhaustion of sick leave, if any, for a period not to exceed one year, provided a physician's statement documenting the disability is supplied.
- D. Immediate Family Emergency Leave - An immediate family emergency leave shall be granted an eligible paraprofessional for a period not to exceed ninety (90) calendar days. An emergency shall be defined as an accident, injury, or illness resulting in physical disability for which no other arrangement for care may be made. The notice requirements of such leave shall be modified to one (1) calendar week prior to commencement and two (2) calendar weeks prior to intended date of return. These notice requirements may be waived by the Superintendent upon request. Immediate family shall include spouse, children, parents, and brother and sister of the paraprofessional. If the paraprofessional abides by the terms of the approved leave, return to the same work assignment is guaranteed. If the terms of the approved leave are violated, the paraprofessional shall be terminated.

f2. General Purpose Leave - A general purpose leave may be granted for a full semester or school year.

ARTICLE XVI

PAID LEAVE

16.1 General Conditions

A, The Board shall furnish each paraprofessional, on each paycheck during the year, a report of sick time used during the pay period and sick leave credit remaining.

B, Workers' Compensation - Any paraprofessional who is not able to report for duty up to seven (7) days in succession because of injuries resulting from any performance of duties shall not have her absence charged against accumulated sick leave provided:

1. That the injury occurred on school property and/or during an approved school activity;
2. That upon written request, the paraprofessional submits a medical statement relative to the injury;
3. That the injury occurs during the performance of her duties and not as the result of negligence or carelessness on the part of the paraprofessional.
4. And that the injury be verified by the building principal and the employer's clinic, if necessary.

C. In the case that a job-related injury extends beyond seven (7) working days and is compensable under the Michigan Worker's Compensation law, the difference between the paraprofessional's regular salary and the Workers' Compensation payment shall be paid the employee from the gross amount she is entitled to receive from the district, with the proportional deduction from the paraprofessional's accumulated sick leave.

D. The Board will inform the paraprofessional of on-the-job accident procedures to be followed if she is injured on the job.

16.2 Illness and Disability

A. All paraprofessionals shall be allowed leave for illness disability which shall accrue at the rate of one (1) day for every eighteen (18) days worked. A paraprofessional shall have only earned sick leave available for use. For example, after eighteen (18) days worked, the paraprofessional shall have one (1) day available, after thirty-six (36) days worked, two (2) days, etc. If the paraprofessional is absent in excess of earned sick leave, deduction shall be made from her wages. Sick leave days may be taken for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The paraprofessional may use all or any portion of his/her leave to recover from his/her own illness or disability. In cases of absence in excess of three (3) consecutive days, the Board may require the submission of a written physician's statement verifying the illness or disability before the use of such sick leave days will be approved.

2. **Immediate Family** - A **maximum** of five (5) sick leave days per year will be allowed in the case of an illness of a member of the immediate family when no other arrangements can be made. In this instance, "immediate family" shall be defined as a spouse, children, parents, parents-in-law, grandparents, or other relatives living in the same household with the paraprofessional.

- B. The Board agrees to provide paraprofessionals with fifteen (15) years of service, additional compensation upon retirement under the Michigan Public School Employees Retirement System. The affected paraprofessional shall be paid an amount equal to her accumulated total number of sick leave days at fifteen dollars (\$15) per day to a **maximum** of fifty-five (55) days.

16.3 The paraprofessional may use no more than two (2) days per year for personal business provided she is scheduled to work 27.5 hours per week or more on a regular basis. The paraprofessional scheduled to work less than this amount of time is authorized one (1) personal business day per year. Business days must normally be requested one calendar week in advance, except in an emergency situation.

Personal business days shall not be taken immediately preceding or following holidays or vacation periods, unused personal business days shall be added to a paraprofessional's sick leave accumulation.

16.4 Jury Duty

A paraprofessional who is called for jury duty or who is subpoenaed to testify during work hours in any judicial or administrative matter shall be paid his/her full compensation for such time and in turn will submit to the Board the check received for jury duty during regular working hours.

16.5 Reserve/National Guard

A paraprofessional who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between his/her Reserve pay and the regular pay he/she would receive from the Board during any period when the affected paraprofessional is on active duty for the Reserve or National Guard. Except in cases of national emergency, a **maximum** of two weeks per year shall be allowed. In a national emergency, the paraprofessional shall be granted unpaid leave.

16.6 Those paraprofessionals who work less than five days per week will be given the opportunity to make up unpaid sick days lost after their sick days are depleted, subject to the approval of the paraprofessional's supervisor.

16.7 Once per calendar year, the paraprofessional will be allowed a **maximum** of three (3) days, not chargeable to sick leave, per death in the immediate family. Immediate family will include spouse, parents, siblings, children, grandchildren, grandparents, fathers-in-law, mothers-in-law, sisters-in-law, and brothers-in-law.

ARTICLE XVII

INSURANCE PROTECTION

17.1 For those who work twenty-five (25) hours or more per week, the Board agrees to pay the following percent of the full premium for hospitalization coverage for the paraprofessional effective September, 1985:

- A. Employee only - 90%
- B. Employee and spouse - 80%
- C. Employee and children - 80%
- D. Employee, spouse, and children - 80%

The paraprofessional may choose from Blue Cross/Blue Shield MVF I with master medical and prescription rider, Blue Cross/Blue Shield MVF II with master medical and prescription rider, or MESSA Super Med II, with Blue Cross of Michigan as underwriter.

17.2 The Board shall provide, without cost to the paraprofessional, Washington National Group Term Life Insurance protection to be paid to the paraprofessional's designated beneficiary in the amount of twenty thousand dollars (\$20,000).

In the event of accidental death, the abovementioned insurance will pay double the specified amount.

Each paraprofessional shall have the option of purchasing an additional ten thousand dollar (\$10,000) term life insurance on the payroll deduction plan.

ARTICLE XVIII

WAGES

18.1 The movement on the salary schedule shall take place on the employee's anniversary date (i.e. hire date).

18.2 Wages - Paraprofessionals

Step	1986-87	1987-88	1988-89	1989-90
Prob.	\$5.06	\$5.36	\$5.68	\$6.02
1	5.68	6.02	6.38	6.76
2	5.98	6.34	6.72	7.12
3	6.24	6.61	7.01	7.43
4	6.55	6.94	7.36	7.80
5	6.88	7.29	7.73	8.19

18.3 Wages - Vocational Education Technical Aides

Step	1986-87	1987-88	1988-89	1989-90
Prob.	\$7.58	\$8.03	\$8.51	\$9.02
1	7.87	8.34	8.84	9.37

18.4 The Board agrees to allow the paraprofessional the option to be paid on a twelve month basis.

ARTICLE XIX

NEGOTIATION PROCEDURES

19.1 At least sixty (60) days prior to the expiration of this Agreement, the parties agree to open negotiations for a successor Agreement.

19.2 Selection of Negotiation Representatives

Neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the VBPA/MEA. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining subject only to such ultimate ratifications.

ARTICLE XX

DURATION OF AGREEMENT

20.1 This Agreement shall be effective as of September 1, 1986 and shall continue in effect until the 31st of August, 1990. All provisions of this contract shall be effective September 1, 1986 except as noted below:

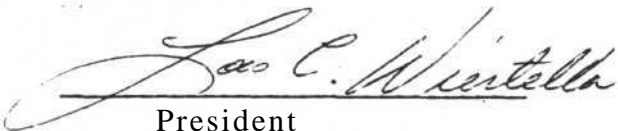
A. ARTICLE XIX, Wages - Retroactive wage adjustments shall be made only for paraprofessionals actively employed at anytime during the 1987-88 school year.

20.2 If, pursuant to negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period or periods by mutual written agreement of the parties.

20.3 Copies of this Agreement shall be printed, at the expense of the Board, and presented to all bargaining unit employees now employed, and hereafter employed. In addition, the Board shall provide the Association ten copies of the Agreement without charge. Upon employment, the paraprofessional shall be given a copy of the form authorizing check off for Association dues and service fees.

In witness whereof. . .

VAN BUREN PARAPROFESSIONALS
ASSOCIATION



President



Chairperson, Negotiating Team

BOARD OF EDUCATION
VAN BUREN PUBLIC SCHOOLS



President



Secretary

