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6/30/93

AGREEMENT

BETWEEN

TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND TRAVERSE BAY AREA INTERMEDIATE SCHOOL DISTRICT
SUPPORT PERSONNEL ASSOCIATION, MEA/NEA

1991-93

Traverse Bay Area Intermediate School District

SECTION 1

AGREEMENT, PURPOSE, RECOGNITION

1.1 This agreement entered into on the 1st day of July, 1991, between the Traverse Bay Area Intermediate School District (hereinafter referred to as the "Employer") and Traverse Bay Area Intermediate School District Educational Support Personnel Association, MEA/NEA (hereinafter referred to as the "Association").

Note: The headings and exhibits used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

PURPOSE AND INTENT

1.2 The general purpose of this Agreement is to set forth the wages, hours, and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Association.

RECOGNITION

1.3 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

"All teacher assistants and paraprofessionals employed by the Traverse Bay Area Intermediate School District, but excluding supervisors and all other employees."

1.4 All personnel represented by the TBAISDESPA in the above defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as "Bargaining Unit Member", or "employees".

MANAGEMENT RIGHTS

- 2.1 The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and responsibilities, including but not limited to the right to:
- a. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its employees;
 - b. Hire all employees, and subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion, to promote and transfer such employees, determine their assignments and hours to be worked;
 - c. Determine the size of the work force, positions of employment and job descriptions and whether to expand or reduce the work force and/or create or eliminate positions of employment;
 - d. Establish, continue or revise policies and/or rules and regulations regarding the conduct of employees in the work place, and the procedures for administering and accounting for employees' attendance;
 - e. Establish, modify, change or cancel any work, business or school schedules, hours or days;
 - f. Determine the services, supplies and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method and processes of performing and/or accomplishing the work to be done;
 - g. Determine the number and location and relocation of its facilities, including the establishment or relocation of new schools, buildings, departments or divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
 - h. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.
- 2.2 The exercise of the foregoing powers, right, authority, duties and responsibilities by the Employer, the adoption

of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

- 2.3 Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to school districts.
- 2.4 The Employer shall have the right to hire substitute employees to fill positions caused by absences of regular employees but not to use substitutes to replace, displace or reduce hours of regular employees.
- 2.5 "The Board of Education shall have the right to subcontract bargaining unit work if economic conditions dictate or skills or equipment are not available."
- "The Board agrees that before it subcontracts out bargaining unit work, it shall discuss the matter with the Association."

ASSOCIATION RIGHTS

- 3.1 The Board agrees to make available to the Association in response to Association requests information relating to financial resources of the District and other information necessary for collective bargaining purposes with the Employer and the processing of grievances.
- 3.2 The Association shall have the right to use school facilities for meetings upon proper facility authorization by the building supervisor when such use will not interfere with previously scheduled activities; and school office equipment when not otherwise in use shall be made available for Association use.
- 3.3 The Association shall be provided with bulletin board space in each building as arranged by the building supervisor or the immediate supervisor.
- 3.4 Authorized representatives of the Association shall have the right to transact official Association business on school property during off duty time. The Association representative may request authorization from the building supervisor to transact the Association business at other times.
- 3.5 The Association may use regular inter district mail service to communicate with the Employer.

SECTION 4

PAYROLL DEDUCTION

- 4.1 Bargaining unit members who are not a member of the Association in good standing or who do not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a representative benefit fee to the Association pursuant to the Association "policy regarding objections to political ideology expenditures" and the administration procedures adopted to that policy. A representative benefit fee shall not exceed the amount of the Association dues collected from the Association members. The bargaining unit member may pay such fee directly to the Association or authorize payment through payroll deduction as herein provided. In the event that the bargaining unit member shall not pay such representation benefit fee directly to the Association or authorized through payroll deduction the Employer shall, upon completion of the procedures contained in paragraph 4.5 and pursuant to MCLA 308.477; MSA 17.1277(7) and at the request of the Association deduct the representative benefit fee from the bargaining unit member's wages and remit same to the Association.
- 4.2 In the event that the Board is prohibited by legal decision to deduct the service fee from a bargaining unit member who does not authorize the deduction of the representation benefit fee, the Employer, at the request of the Association, shall terminate the employment of such bargaining unit member upon completion of the procedure contained in paragraph 4.6. The parties expressly agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.
- 4.3 The Association shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason of action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of the agency shop agreement herein contained. In the event this save harmless clause is determined to be invalid for any reason, all mandatory deduction of dues or any proceeding to terminate shall be suspended immediately. As a matter of contract, the Association agrees to reimburse the Board for any and all expenses and liabilities incurred as specified in the first sentence of this paragraph.
- 4.4 The Association has established a "policy regarding objections to political ideology expenditures". The policy (a copy of which shall be provided each non-member bargaining unit member by the Association) and the administrative procedures (including the timetable for payment) pursuant thereto applies only to non-association

bargaining unit members. The remedies set forth in such policies shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of the Section shall be subject to the grievance procedures set forth in this Agreement or any other administrative or judicial procedure.

- 4.5 The Association, in all cases of mandatory fee deduction pursuant to MCLA 408.477; MSA 17.277(7), shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorize the deduction for same, the Association may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with opportunity for a due process hearing limited to the question of whether or not the bargaining unit member has remitted the service fee to the Association or authorized payroll deduction for same. If neither has occurred, mandatory deduction shall occur subject to 4.3.
- 4.6 In the event, as provided in subsection 4.1 and 4.2 above, the Association requests the Board to terminate the employment of a bargaining unit member for violating this agreement, the Association shall notify the bargaining unit member of noncompliance by certified mail, return receipt requested. Said notice shall detail the noncompliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge may be filed with the Employer in the event the compliance is not effected. If the bargaining unit member in question denies that he/she has failed to pay the service fee, then he/she may request and shall receive a hearing before the Employer limited to the question of whether he/she has failed to pay the service fee. If the employee has failed to pay, he/she shall be terminated within two (2) weeks after the conclusion of the hearing.
- 4.7 Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or nonpayment of the representation fee by non-members shall be activated thirty (30) days following the

Association's notification to non-members of the fee for the given school year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.

- 4.8 The Board agrees to provide the service mentioned above without charge to the Association.
- a. When deductions begin -- Check-off deductions under all properly executed authorization for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter, provided that the employee has earnings that month.
 - b. Remittance of dues to financial officer -- A list of the names and the amount of dues deducted will be remitted to the designated officer within a reasonable period of time after collection.
 - c. Any additions or deletions shall be communicated to the Association.

4.9 Payments and Deductions

- a. Salary payments will be made as in the past.
- b. Mandatory Deductions
 1. Withholding tax - Federal, State, Local (if applicable)
 2. Social Security
 3. Retirement (if authorized)
- c. Voluntary Deductions
 1. Association dues
 2. Insurance benefits
 3. United Way
 4. Employee's Credit Union
 5. Approved I.R.S. Tax Deferred Plans

SECTION 5

GRIEVANCE PROCEDURE

- 5.1 A grievance shall be defined as an alleged violation of a specific Article or section of this Agreement.
- a. Written grievances as required herein, shall contain the following:
 1. It shall be signed by the grievant or grievants.
 2. It shall be specific.

3. It shall contain a synopsis of the facts giving rise to the alleged violation.
4. It shall cite the section or subsection of this contract alleged to have been violated.
5. It shall contain the date of the alleged violation.
6. It shall specify the relief requested.

Any grievance not in accordance with the above shall be subject to rejection by management.

- b. The use of the term "days" unless otherwise specified shall mean days when school is in session. In the event school is not in session due to holidays or vacations or during the summer months, "days" shall mean Monday through Friday excluding legal holidays.

5.2 (Level One) An employee alleging a violation of the expressed provisions of this contract shall within ten (10) working days of its alleged occurrence, reduce the grievance to writing and orally discuss it with his/her immediate supervisor in an attempt to resolve same. If it is not resolved, the Association Representative shall submit the written grievance to the immediate supervisor who shall, within three (3) working days of the submission, render his/her decision in writing, transmitting a copy of same to the grievant and the Association.

If no resolution is obtained within three (3) days of submission, the Association shall proceed within five (5) working days of said answer to Level Two.

(Level Two) A copy of the written grievance shall be filed with the Superintendent or his/her designee. The Superintendent or his/her designee shall within five (5) days of receipt of the grievance arrange a meeting with the grievant and the designated Association representative to discuss the grievance. Within ten (10) working days of the discussion, the Superintendent or his/her designee shall render his decision in writing, transmitting a copy of the same to the grievant and the Association.

5.3 (Level Three)

- a. If the grievance remains unresolved within fifteen (15) working days following the conclusion of the meeting with the Superintendent or his/her designee, the grievant and the Association Grievance Committee may refer the matter for arbitration to the American

Arbitration Association, in writing, and request the appointment of an arbitrator to hear the grievance, who shall be selected in accordance with the rules of the American Arbitration Association. The decision of the arbitrator shall be final and conclusive, and binding upon the Association, its members, the employee or employees involved, and the Board.

- b. Level Three is limited to those grievances which violate specific part of the contract involving suspension, discharge or a reduction in salary.
- c. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.
- d. The arbitrator shall have no power to interpret state or federal law.
- e. The arbitrator shall have no power to establish salary scales or change any salary rate.
- f. The fees and expenses of the arbitrator shall be shared equally by the Board and the ESP. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
- g. The arbitrator shall have no power to change any policy or rule of the Board, nor to substitute his/her judgment for that of the Board as to the reasonableness of said policy or rule, except for policies and rules which are found to be in conflict with the terms of this agreement.

5.4 General

- a. The time limits established by this grievance procedure shall be strictly construed; provided however, the parties to this Agreement reserve the right to mutually extend or alter said time limits in writing. Any grievance not advanced to the next step of the grievance procedure within the time limits specified shall be deemed abandoned.
- b. In the event the Board's representative fails to respond to a grievance within the time limits specified, said grievance shall be deemed denied and subject to advancement to the next step of the grievance procedure.
- c. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement and timely filed, may be processed as herein provided until resolution.

SECTION 6

DISCIPLINE, DISCHARGE AND SUSPENSION

- 6.1 Notice of Discharge or Suspension. The Employer agrees to promptly notify in writing the employee and his/her Association Representative of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- 6.2 The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Association Representative. Upon request the Employer will make available a room for their meeting. Upon written request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the Association Representative.
- 6.3 Appeal of Discharge or Suspension. Should the discharged or suspended employee and/or the Association Representative consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.
- 6.4 Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously.
- 6.5 Employees of the bargaining unit shall not be disciplined, discharged or suspended except for just cause.

SECTION 7

PROBATIONARY PERIOD

- 7.1 All new employees shall be probationary employees until they have worked sixty (60) calendar days for the Employer. The purpose of the probationary period is to give the Employer an adequate opportunity to observe the performance of the new employee and thus determine whether such employee has the ability and other attributes which will qualify him/her for regular employee status. At the end of each thirty (30) day period the new employee will be evaluated by his/her teacher and/or program supervisor. Areas of strength will be designated and areas of deficiency defined, with correlating recommendations for change. Each evaluation must be read and signed by the employee acknowledging having read the evaluation. Prior to the end of the probationary period, if performance does not signify ability to perform job duties, the employee may be terminated. A copy of such evaluation will be placed in the personnel file.
- 7.2 During the probationary period, the employee shall have no seniority status and may be laid off or terminated at

the sole discretion of the Employer without recourse to the grievance procedure with the exception that termination for Union activity may be subject to the grievance procedure.

- 7.3 Upon satisfactorily completing the probationary period the employee's name shall appear on the seniority list as of his/her most recent date of hire.
- 7.4 The probationary period specified in 7.1 shall continue to completion into the new school year when the position does not change during the summer months. If the position changes for a new employee during the summer months (i.e. TMI Assistant to E.I. Assistant) a new sixty (60) day probationary period will commence in the fall. If an employee changes from one classification (i.e. Assistant to Parapro) to another, a new sixty (60) day probationary period will be required. An employee that had previously successfully completed a probationary period in the other classification shall have the right to return to the previous classification for a period of five (5) days (See 9.1) or if a position is still available within twenty (20) days of the beginning of the probationary period. Thereafter, the employee must successfully complete the probationary period in the new classification or lose reemployment rights.

SECTION 8

SENIORITY

- 8.1 Seniority shall be defined as an employee's length of continuous service with the Employer since his/her last hiring date. "Last hiring date" shall mean the first date the employee reported for work at the instruction of the employer after the last time an employee either quit or was discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, sick or accident leaves, or periods when school is not in session. Seniority status at the time of layoff shall be maintained for a period not to exceed eighteen (18) months. (Seniority list shall be continued to be computed as in the past.)
- 8.2 Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.
- 8.3 The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the unit entitled to seniority.
- 8.4 The employer will provide the Association President with three (3) up-to-date seniority lists on September 30, and March 30 of each year. Separate seniority lists will be maintained by classification. Each employee will have the right to challenge the accuracy of the seniority

reported for him/her for a period of thirty (30) days after posting. Upon request from the Association after November 15 of each school year, the Board will provide one more updated seniority list in each school year it being understood the second list shall not be grieved.

- 8.5 The Association President and a Vice-President representing the classification other than the President shall head the seniority list of the unit during their term of office for the purpose of layoff.
- 8.6 An employee shall lose his/her seniority for the following reasons:
- a. He/she quits.
 - b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
 - c. He/she is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions may be made. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority, and his/her employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure.
 - d. If he/she does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made as determined by the Superintendent or his/her designee.
 - e. Return from sick leave and leaves of absence will be the same as "c" above.
- 8.7 If at the time seniority is being applied to determine employee rights the employee seniority date shall be adjusted to the current time and if two or more employees have the same seniority date then a drawing shall be held to break the tie.
- 8.8 For all purposes seniority in classification shall be defined as (1) Teacher Assistants, and (2) Paraprofessionals.
- 8.9 Classification seniority shall be the continuous service in a particular classification and shall accrue to an employee as specified in 8.1. Employees moving from one classification to another shall retain seniority accrued in any other classification but may not transfer classification seniority to another classification.

The date of transfer to a new classification shall be the date of hire for that classification and ties shall be determined in accordance with 8.7.

- 9.1 A vacancy shall be defined as a position previously held by a bargaining unit member or a newly-created bargaining unit position.
- 9.2 Management shall have the right to fill vacancies and transfer employees within the bargaining unit. Management agrees, however, to post known permanent vacancies with the job description and qualifications necessary for at least five (5) working days if during the school year or five (5) business days if during the time when school is not in session before permanently filling the position. If a vacancy shall occur from and after August 15 to the commencement of the school year, then the posting of notices shall be for at least (24) hours. In addition to the posting, notice of vacancies shall be available by phone message which can be accessed for application by recorded message. Follow up shall be in writing and delivered to the Personnel Office within an additional twenty-four (24) hours of the original posting.
- 9.3 Qualified applicants may apply in writing for the position during the posting period as indicated on the posting.
- 9.4 The right of determination of employee transfer and to fill posted vacancies is vested with the Board or its designated representatives. The parties recognize that transfers may be necessary.
1. When the Board transfers an employee or fills a posted vacancy, it shall take into consideration the preferences of the employee, instructional requirements, and best interests of the pupils and the school system, the qualifications of the employee and seniority.
 2. Any proposed transfer shall be discussed with the employee affected prior to the consummation of the transfer - no involuntary transfer of an employee from his/her present assignment to another classroom assignment shall be made for arbitrary or capricious reasons.
 3. Assuming equal qualifications of applicants as defined in Section 10.6, preference will be given first to those applicants within the classification, then to those on layoff from that classification, then to bargaining unit members, then to all others.
 4. If an employee is to be involuntarily transferred or if the most senior person is not selected for a posted vacant position, he/she shall have the right, upon written request, to a hearing with the administrator of the educational unit.

- 9.5 All employees shall, as of the last month of the school year, fill out and return to the Employer a letter of intent to be furnished by the Employer which shall state the employee intends to return to employment or intends to leave employment. Those who sign the letter of intent not to return shall have their positions posted in accordance with paragraph 9.2 above. Those employees who fail to return the letter of intent will also be subject to having their positions posted in accordance with paragraph 9.2 above.
- 9.6 Management reserves the right to transfer employees from one position to another within the same classification to best fill the needs of the system as a whole. Said transfers shall be permitted without the necessity of posting contained in this Article.
- 9.7 Transfer of Employees - If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

SECTION 10

LAYOFF AND RECALL

- 10.1 The word "layoff" means a reduction in the work force due to a decrease of work, reduction of funds or a decision by administration to terminate a position.
- 10.2 In the event it becomes necessary for a layoff, the Employer will meet with the proper Association Representatives at least ten (10) calendar days prior to the effective date of layoff. At such meeting the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles, work locations and classifications.
- 10.3 When a layoff takes place, employees not entered on the seniority list shall be laid off first. Thereafter, qualified employees having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior qualified employee on the seniority list being laid off first.
- 10.4 Employees to be laid off will receive at least seven (7) calendar days' advance notice of the layoff.
- 10.5 When the working force is increased after a layoff, employees will be recalled according to seniority and qualification, with the most senior employee on layoff being recalled first provided he/she is qualified and able to do the work. Notice of recall shall be sent to

the employee at his/her last known address by registered or certified mail. If an employee fails to report for work within five (5) days upon receipt of notice of recall, he/she shall be considered a quit. The five (5) day period may be waived by mutual agreement between the Association and the Assistant Superintendent for Personnel.

- 10.6 Qualified shall be defined by the Employer as contained in the written job description.

SECTION 11 WORK DAY, WORK WEEK AND WORK YEAR

- 11.1 The work day shall be up to eight (8) hours. Within the workday, the specific starting and quitting time will vary with the program to which the individuals are assigned. Tech Center Paraprofessionals will be provided a thirty (30) minute unpaid duty free lunch period within the workday. Assistants will be provided two (2) breaks per day not to exceed fifteen (15) minutes each in duration, generally one in the morning and one in the afternoon. The Employer agrees to provide an authorized space for breaks in each building or work area.
- 11.2 Full time bargaining unit members will be employed for a full day when their teacher remains on duty for the full day even though students are present only during one-half of the day.
- 11.3 Where students are not present at all during the school day, neither assistants or paraprofessionals shall be required to report for work nor shall they be paid for those days unless they are specifically requested to be present by their designated administrator.
- 11.4 In order to qualify as a full-time employee the employee must be assigned at least twenty-five (25) hours or more per week for a period of not less than one hundred and sixty four (164) days per year. All other shall be considered part-time.
- 11.5 Bargaining unit members will fill out timesheets to report extra hours worked per day which must be turned into the payroll office every two (2) weeks. Prior to turning in the timesheets, the bargaining unit member must have the designated supervisor verify the exact number of hours of extra pay for each pay period.
- 11.6 Over time will be paid at the rate of one and one-half (1 1/2) times the regular hourly rate of pay for all hours worked in excess of forty (40) hours per week. All over time will be authorized by the designated supervisor.

SECTION 12

EMPLOYEE INFORMATION

- 12.1 The Employer will provide, prior to the start of the school year, to each bargaining unit member written information as to his/her rate of pay, sick days, personal leave days, and assignment.
- 12.2 Each bargaining unit member shall be notified annually, in writing, as to who his/her immediate supervisor is. If his/her immediate supervisor changes, then each affected bargaining unit member will be notified immediately of the name of his/her new immediate supervisor.

SECTION 13

INSERVICE, ADD EDUCATIONAL CONFERENCE

- 13.1 The Board of Education will reimburse the bargaining unit member for the cost of all inservice training required by the Employer.
- 13.2 Bargaining unit members may request attendance at conferences, workshops or to attend courses offered for college credit from their immediate supervisor. The administration may in its sole discretion approve attendance requested and determine the amount of monies to be reimbursed to the employee for the cost of attending such classes. Granting or refusal of attendance and/or compensation shall not be grievable.
- 13.3 Bargaining unit members may be allowed to attend any courses or classes offered by the Employer outside the employee's regular work day at no tuition cost to the employee if previously approved by the supervisor.
- 13.4 The parties shall arrange periodic (approximately monthly) meetings to discuss matters of interest in administering this contract.

SECTION 14

COPIES OF MASTER AGREEMENT

- 14.1 Copies of the Master Agreement will be printed at the expense of the Employer and will be made available to all members of the bargaining unit.
- 14.2 The Association shall be allowed up to twenty-five (25) copies of the Master Agreement for its use.

SECTION 15

PERSONNEL FILE

- 15.1 Employees will have the right to examine the content of their personnel files and may be accompanied by an Association representative.

- 15.2 Written evaluations placed in the file hereafter may have written comments attached to them by the employee as per Section 16.
- 15.3 Any complaint made against an employee by any parent, student or employee and administrators from the constituent school districts, will be promptly called to the attention of the employee if allegations of said complaint have been verified as accurate.
- 15.4 Each employee may review the contents of his/her personnel file within a reasonable period of time after making such a written request. Confidential materials, pre-employment letters of recommendation and materials received from educational institutions and previous employers may be removed from the personnel file and may not be subject to disclosure to the employee.
- 15.5 The contents of an employee's personnel file may be used in making recommendations pertaining to employment outside the school district.

SECTION 16

EVALUATION

- 16.1 Each bargaining unit member will be evaluated at least once every school year by those assigned to evaluate them. In the case of assistants, it will be by the teacher and/or the supervisor. In the case of paraprofessionals, it will be by the teacher and/or the designated administrator or his/her designee. All evaluations will be completed on or before May 1 of each school year.
- 16.2 The evaluation in the case of paraprofessionals will be based upon the job description which shall be written and agreed upon at the beginning of each school year between the paraprofessional and the teacher and the designated administrator. Teacher assistants will be evaluated upon their job performance, based upon the job description, and ability to work well with the teacher.
- 16.3 Each evaluation shall be in writing and shall delineate the areas of strength and deficiencies with correlating recommendations for change. The bargaining unit member and evaluator will review it together and sign and date it. The signature shall indicate only that the matter has been reviewed and is understood by the person being evaluated. A copy of the evaluation will be placed in the personnel file. If the bargaining unit member disagrees with the evaluation, he/she may attach a statement to the evaluation indicating areas of disagreement. If an employee receives two (2) unsatisfactory evaluations within a three (3) year period, it shall be considered grounds for reasonable cause for dismissal.

16.4 All bargaining unit members will receive a copy of each written evaluation at the time of the review.

SECTION 17 RESIGNATION

17.1 All bargaining unit members shall give at least seven (7) calendar days written notice of resignation to his or her immediate supervisor with a copy of said written resignation to the Personnel Office.

17.2 The seven (7) calendar day restriction may be waived with the permission of the immediate supervisor for good cause or an emergency situation.

SECTION 18 EMERGENCY SCHOOL CLOSING

18.1 When school is closed or opening of school is delayed due to severe storms, fires, epidemics or health conditions as defined by city, county or state health authorities the following shall occur: When school is delayed, the bargaining unit members shall report to work at their normal starting time. When school is cancelled, bargaining unit members need not report for work and they shall receive their normal daily wage, however, the Employer may reschedule the day without additional compensation.

SECTION 19 SICK LEAVE

19.1 Bargaining unit members shall earn one (1) day per month for every month they are employed to use as paid sick leave. Sick leave shall cease to accumulate during such periods of time when an employee is on an unpaid leave of absence, laid off or otherwise not working for at least a majority of the month.

19.2 Sick leave will be taken only for the following reasons and will be compensated for under the following conditions: for a service connected disability other than that for which the employee receives worker's compensation Insurance benefits for lost time, an illness of which an employee cannot perform normally and safely at work.

19.3 The maximum accumulation of sick leave for teacher assistants will be forty (40) days and the maximum accumulation for paraprofessionals will be (60) days. In the second year of this contract, the maximum accumulation of sick leave for teacher assistants will be (50) days and for paraprofessionals sixty (60) days. In the third year of this contract, all bargaining unit members can accumulate sick leave up to a maximum of sixty (60) days.

19.4 Up to five (5) sick leave days per year may be used without loss of pay for immediate family illness (immediate family is defined as spouse or child).

19.5 All previously existing sick leave banks are abrogated by the terms of this Agreement.

SECTION 20 FUNERAL LEAVE

An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren and any person residing in the home established as a bonafide resident. In addition to the above, an employee may be allowed one (1) working day with pay to attend the funeral of an aunt or uncle with the approval of the employer.

SECTION 21 PERSONAL LEAVE

Association members shall be granted one (1) personal leave day per year.

SECTION 22 JURY DUTY

22.1 Any employee who serves on jury duty will be paid his/her regular daily rate of pay for each day of jury duty. The employee shall return the jury check received by the employee to the Employer minus any mileage and expenses for each day of jury duty.

22.2 Any employee who serves as a subpoenaed witness by the Employer or as a result of the employees employment status, but not involving the Union in any way, will be paid his/her regular daily rate of pay for each day as a subpoenaed witness. The employee shall return the subpoenaed witness fee received by the employee to the Employer minus any mileage and expenses for each day as a witness.

SECTION 23 HOLIDAY PAY

Five (5) Paid Holidays: Association members will receive one (1) days pay for Thanksgiving, the day following Thanksgiving, Christmas, New Year's Day and Memorial Day commensurate with the number of hours normally worked on that day. The July 4th holiday will be paid for those employees who are working an extended program. The employee must work the last employment date before and the first employment date after the fourth of July to qualify.

SECTION 24 UNPAID LEAVE OF ABSENCE

24.1 Leaves of absence for periods not to exceed one (1) year may be granted, in writing for:

- a. Serving in any elected or appointed position, public or union.
- b. Child care leave where the employee is the parent primarily charged with the care, welfare and upbringing of a child.
- c. Illness leave (physical or mental), prenatal.
- d. Prolonged illness in immediate family.
- e. Educational leave.
- f. Any other reason at the sole discretion of the Superintendent.

24.2 An employee shall not accrue seniority while on an unpaid leave of absence except an employee on a leave of absence for paragraph c or d above may accrue seniority up to six (6) months, thereafter, seniority will be frozen. Upon return from a leave of absence, the employee shall be returned to his/her former position if open or a similar position unless the employee would otherwise be subject to layoff had he/she remained employed by the District.

While on unpaid leave other benefits will not be paid nor shall any accrue, however, those previously earned (i.e., sick days) shall be restored to the employee upon reemployment. Any employee on unpaid leave shall have any benefit which may be continued at his/her request paid for in advance by depositing the appropriate fees with the business office. If an employee is working part of the month, the prorated difference between the employer and employee contribution shall be by payroll deduction, unless other arrangements are previously made.

24.3 Short term unpaid leave days (if requested by the employee and which may be approved at the discretion of the Employer) of less than ten (10) days in any one school year shall not be covered by this section of contract.

24.4 The District agrees that it shall conform with the applicable State and Federal statutes governing the reemployment rights of employees called into the active service of any branch of the Armed Forces of the United States.

SECTION 25 ASSOCIATION BUSINESS

25.1 At the beginning of each contract year the Association shall be credited with ten (10) days per year to be used

by members of the bargaining unit. Use of such Association days shall be at the discretion of the Association. Not more than three (3) members of the bargaining unit may use an Association day on the same date except by mutual agreement of both the Association and the Employer.

- 25.2 The Association agrees to notify the Personnel Office a minimum of two (2) work days prior to any such leave.

SECTION 26 NEGOTIATION PROCEDURES AND MISCELLANEOUS CLAUSES

- 26.1 In any negotiations described in this Section, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party. It is further recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Education of the School District and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all the necessary power and authority to make proposals, consider proposals, and to make concessions in the course of negotiations or bargaining, subject to final ratification.
- 26.2 The Board agrees to furnish to the Association, in response to reasonable requests, the information necessary for collective bargaining, to process grievances and to administer this Agreement.
- 26.3
- a. In the event that any of the provisions of this Agreement shall become invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereto.
 - b. It is further provided that in the event any provisions are so invalidated, this contract shall be reopened for the express purpose of renegotiating such invalidated or unenforceable provisions.
- 26.4 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and Association, for the life of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not

specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

26.5

NO STRIKE CLAUSE

The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone, or engage in any strike, work stoppage, refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of this Agreement he will not lock out the employees except for a violation of the provisions of this section. Further, the Employer shall have the right to take whatever disciplinary action it may deem necessary toward any employee for taking part in any violation of this section with no recourse to the grievance procedure.

26.6 This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

26.7 The parties recognize that assistants and para-professionals work in close conjunction with their supervising teachers and as such some of the duties between the two overlap. Further, it is recognized that the teacher assistants will not replace teachers on a regular basis, but may be utilized in their assistant capacity to perform certain functions permitted by law in the absence of the teacher. Further, it is recognized that paraprofessionals who are annually authorized/certified may, on occasion, be utilized as substitutes for teachers.

SECTION 27

WORKER'S COMPENSATION

27.1 The Employer shall cover all employees by the applicable Worker's Compensation Insurance.

27.2 Forms to report accidents shall be available in each room.

SECTION 28

INSURANCE

28.1 All insurance carriers and programs will be selected by the Board. In so doing, the Board agrees that coverage for association members will be equivalent to that provided for health, dental and vision to administrative and classified personnel.

Effective July 1, 1992 and throughout the life of this contract, the Board will pay 90% of the premiums (health, dental, vision) applicable as outlined hereafter. The employee shall pay the first 10% of the applicable premium. The foregoing contribution applies both to teacher assistants and paraprofessionals and whether entitled to single subscriber or full family rates.

For purposes of calculating the employees 10% co-pay, rates will be equivalent to those realized by Professional Association Members under the MESSA Super Care 1 Pak Plan for health, dental and vision.

(Full time employees are classified as one hundred sixty four (164) day employees, who work 25 hours per week.)

28.2 The Employer shall pay up to single subscriber monthly rates toward hospitalization insurance for teacher assistants on a twelve-month basis whether they work during the summer months or not. Paraprofessionals shall receive up to full family hospitalization insurance on a twelve month basis whether they work during the summer months.

28.3 The Employer will provide full family dental insurance for each teacher assistant and paraprofessional on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a better plan by another Employer.

28.4 The Employer will provide a full family vision plan for each teacher assistant and paraprofessional on a twelve month basis whether they work during the summer or not and who is not otherwise covered by a better plan by another Employer.

28.5 As an alternative to the above provisions, the Board will pay 90% of the single subscriber rate per month it would have paid for health insurance as described in 28.2 towards benefit options available to other employees of the Employer.

28.6 The responsibility for enrollment in the program rests with the employee.

- 28.7 The Board Team agrees to work with a Committee consisting of two persons designated by the Superintendent and two E.S.P. members in effort to formulate a Cafeteria Plan. The plan will be designed to accommodate benefit needs of E.S.P. members at a cost equivalent to that which would be spent under the co-pay plan described above, to be considered for application July 1, 1992.

SECTION 29 JOB CLASSIFICATIONS

- 29.1 Bargaining unit employees shall be assigned to one of the following classifications:
1. Teacher Assistants
 2. Paraprofessionals
- 29.2 Classifications are provided to indicate salary schedule placement as related to job responsibilities and requirements.

SECTION 30 SALARY SCHEDULES AND RELATED MATTERS

- 30.1 Paraprofessionals Wage Schedule:

1990-91 - No adjustment from 1989-90

1991-92 - Current paraprofessional staff will be compensated according to a salary schedule adjusted for years of service (0-7 step schedule plus three longevity steps) and degree status. See appendix A. A copy listing names of current employees to match the number sequence on Appendix A will be provided to the association president, MEA Uniserv Office #15, and also will be maintained in the Personnel Office.

New employees hired after December 1, 1991 will be employed at the following hourly rate:

\$8.24 - No degree

\$8.44 - Associate degree or above

1992-93 - Each paraprofessional will receive a 5% increase applied to their 1991-92 hourly wage.

a. Longevity

In addition to the foregoing 5% increase applied to the hourly rate, those employees that qualify, shall receive a longevity payment according to the following schedule:

8 full years or more and less than 10	15¢ per hour
10 full years or more and less than 12	20¢ per hour
12 full years or more	25¢ per hour

The employer will interpret the above foregoing language by agreeing that those paraprofessionals that complete eight (8), ten (10) or twelve (12) full years of employment (181 to 230 work days constitutes a year of employment between anniversary dates) will have their pay adjusted for longevity (it is agreed that the annual adjustment of current practice of payment of hourly rates will continue) retroactive to the anniversary date on the next succeeding January 1 or July 1, whichever occurs first after the completion of the eight (8), ten (10) or twelve (12) full years.

New employees hired during the 1992-93 school year will be employed at the following hourly rate:

- \$8.65 - No degree
- \$8.85 - Associate degree or above

30.2 Teacher Assistants Wage Schedule:

1990-91 - All employees employed during 1990-91 and currently employed will receive a six hundred dollar (\$600.00) signing bonus for full-time service. Three hundred dollars (\$300.00) for half-time service.

1991-92

<u>Probation</u>	<u>First Year</u>	<u>Second Year</u>
\$7.29	\$7.76	\$8.22

1992-93

<u>Probation</u>	<u>First Year</u>	<u>Second Year</u>
\$7.73	\$8.23	\$8.71

a. Longevity

In addition to the foregoing hourly rates, those employees that qualify shall receive a longevity payment according to the following schedule:

8 full years or more and less than 10	15¢ per hour
10 full years or more and less than 12	20¢ per hour
12 full years or more	25¢ per hour

The employer will interpret the above foregoing language by agreeing that those teacher assistants that complete eight (8), ten (10) or twelve (12) full years of

employment (181 to 230 work days constitutes a year of employment between anniversary dates) will have their pay adjusted for longevity (it is agreed that the annual adjustment of current practice of payment of hourly rates will continue) retroactive to the anniversary date on the next succeeding January 1 or July 1, whichever occurs first after the completion of the eight (8), ten (10) or twelve (12) full years.

- 30.3 Any health tests, x-rays or examinations required for employees by the employer shall be at the Board's expense.
- 30.4 Any person using his/her personal vehicle for authorized school district business shall be reimbursed at the IRS allowable rate.
- 30.5 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned, less any wages that he/she would have not ordinarily earned in the interim.
- 30.6 Retirement will be at the age established by Federal and/or State regulations. The pension provisions now in effect for employees covered by this Agreement shall be continued.
- The Board will pay the 5% contribution to the Michigan Public School Employee Retirement System.
- 30.7 For those teacher assistants required to swim or be in the pool, the Employer will upon proof of payment of one bathing suit for the term of this Agreement pay up to twenty-five dollars (\$25.00).
- 30.8 Paraprofessionals who earn a degree will receive a 20¢ per hour wage adjustment effective with the commencement of the next succeeding semester. Written verification from the institution awarding the degree must be provided to the Personnel Office ten (10) days prior to the commencement of the semester.
- 30.9 Association members will be offered the choice of selecting 21 or 26 pays in spreading their annual wage. A decision regarding the foregoing selection must be made ten (10) days prior to the commencement of the school year. The decision shall be irrevocable for that ensuing year.

This Agreement shall commence the 1st day of July, 1991
and terminate as of the 30th day of June, 1993.

APPENDIX A

PARAPROFESSIONALS

	1991-92 BASE	1992-93 BASE
1.	8.76	9.20
2.	8.93	9.38
3.	8.93	9.38
4.	8.97	9.42
5.	8.97	9.42
6.	8.97	9.42
7.	8.97	9.42
8.	8.97	9.42
9.	8.97	9.42
10.	8.97	9.42
11.	9.03	9.48
12.	9.07	9.52
13.	9.14	9.60
14.	9.18	9.64
15.	9.18	9.64
16.	9.28	9.74
17.	9.28	9.74
18.	10.02	10.52
19.	10.30	10.80
20.	10.35	10.86
21.	10.83	11.36
22.	11.68	12.25
23.	11.78	12.36



