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6/30/96



**AFSCME
LOCAL #142 - CHAPTER A
Affiliated with Council #25, AFL-CIO
(Paraprofessionals)**

AGREEMENT

between the

ALLEN PARK BOARD OF EDUCATION

and the

**AMERICAN FEDERATION OF STATE
COUNTY AND MUNICIPAL EMPLOYEES**

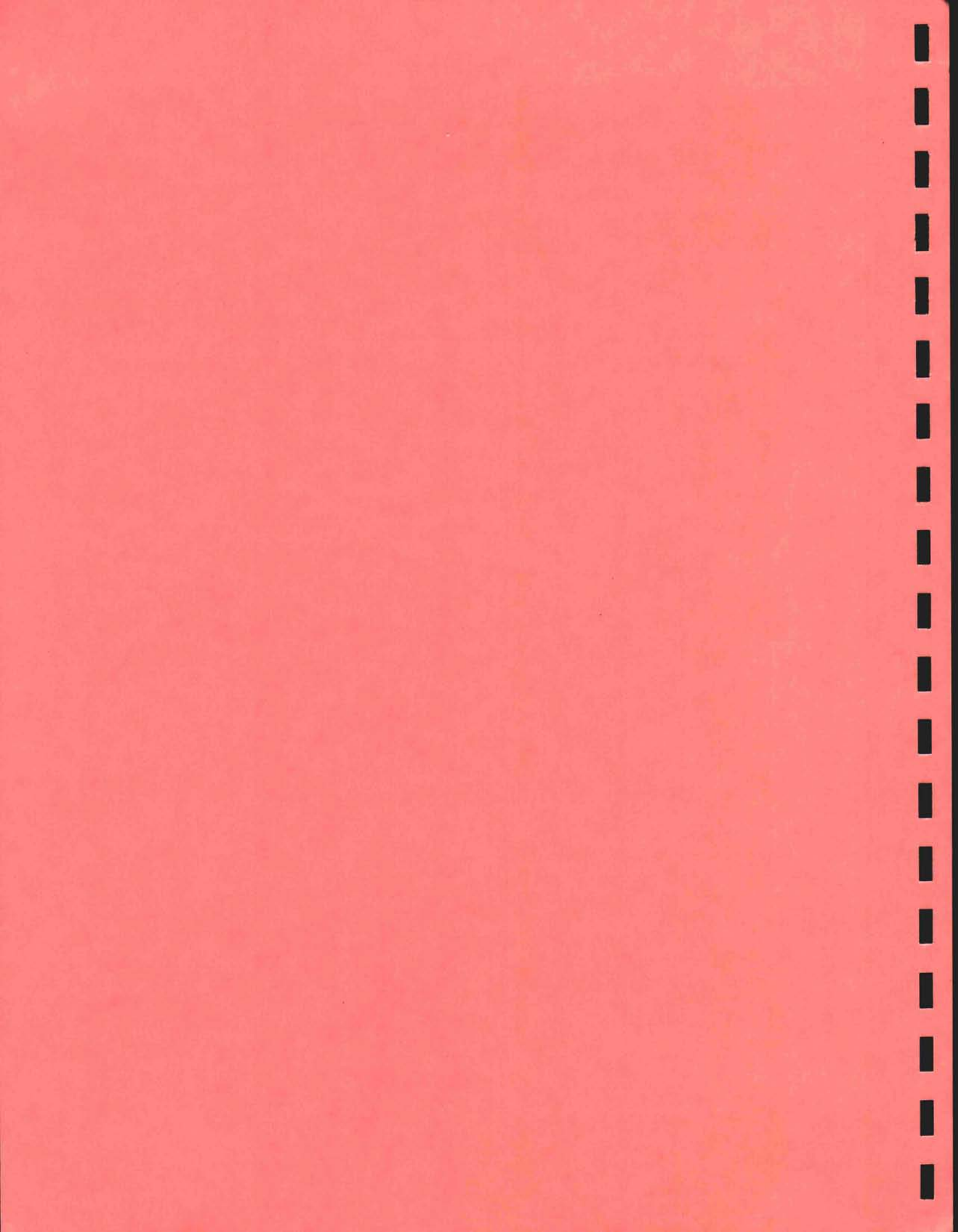
1993-1996

**ALLEN PARK PUBLIC SCHOOLS
Allen Park, Michigan**



Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Allen Park Public Schools



ALLEN PARK PUBLIC SCHOOLS
Para-Professional Personnel Local #142, Chapter A

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AGREEMENT

This agreement made and concluded in the City of Allen Park this 10th day of January by and between the Allen Park Board of Education, Party of the first part, hereinafter called the "Employer" and Local 142, Chapter A, Para-professional Employees, American Federation of State, County, and Municipal Employees, A.F.L.C.I.O., Council #25, Party of the second part, hereinafter called the "Union".

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

RIGHTS OF THE BOARD

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other Laws or regulations.

Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the Board shall continue to vest exclusively in and be exercised exclusively by the Board. Such rights shall include, by way of illustration and not by way of limitation, the right to:

- A. Manage and control its business, its equipment, and its operation.
- B. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
- C. Direct the working forces, including the right to hire, promote, discipline, transfer and determine the size of the work force.
- D. Determine the services, supplies, and equipment necessary to continue its operations.

- E. Adopt reasonable rules and regulations.
- F. Determine the qualifications of employees, including health conditions.
- G. Determine overall goals and objectives as well as the policies affecting the education programs.
- H. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
- I. Determine the size of the management organization, its functions, authority, amount of supervision, and the table organization.
- J. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.

ARTICLE I
Recognition

Section 1.

Pursuant to authority vested in the Michigan Labor Mediation Board, IT IS HEREBY CERTIFIED that Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO has been designated and selected by a majority of the employees of the above-named Employer, in the unit described below, as their representative for the purpose of collective bargaining and that pursuant to Section 26 and 27 of Act No. 176 of the Public Acts of 1939 as amended or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

Section 2.

Unit: All Para-Professional employees, Elementary, Secondary, Special Education Aides, Media Center Technicians, Computer Lab Aides, excluding Administrators and all Aides hired under Federal ESEA Funds.

ARTICLE 2
Aid to Other Unions

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE 3
Union Security

Each employee, who on the effective date of this Agreement is a member of the Union and has authorized dues deductions, shall do so with the understanding that the deductions shall continue for the length of the contract.

Each employee hired on or after the execution of this Agreement, shall be bound by the same dues deduction requirements upon completion of thirty (30) days employment.

Any present or future employee who is not a Union member and who does not make application for membership before (30) days from the signing day of this contract, or completion of the thirty (30) days employment, shall as a condition of employment, pay to the Union each month a service charge as contribution toward the administration of this Agreement in an amount equal to the regular monthly dues. Employees who fail to comply with this requirement shall be discharged by the Employer.

ARTICLE 4
Check-Off Union Dues, Service Charge and Initiation Fees

Section 1.

Employees shall tender the initiation fee (if any) and monthly membership dues by signing the Authorization for Check-Off of Dues Form.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-Off of Dues hereinafter set forth, and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed the following "Authorization for Check-Off of Dues" form.

Section 2.

Employees shall have their initiation fee (if any) and monthly membership dues or service fee deducted from their earnings by signing the "Authorization for Check-Off of Dues" form.

Section 3.

Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessments or any other deduction not in accordance with this provision.

Section 4.

A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made hereafter only under Authorization for Check-Off of Dues forms which have been properly executed and are in effect.

Section 5.

Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is tendered to the Employer and shall be deducted from the second (2nd) pay of the month and each month thereafter.

Section 6.

The Union will provide to the Employer an additional Authorization for Check-Off of Dues forms under which Union membership dues are to be deducted.

Section 7.

Deductions for all calendar months worked shall be remitted to the designated financial officer of the Union Local as soon as possible after the tenth (10) day of the following month. The Employer shall furnish the designated financial officer of the Union Local, monthly, with a list of those for whom the Union Dues have been deducted and this list shall be kept current.

Section 8.

The employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Union will protect and save harmless the Employer from any and all claims, demands, suits, and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Articles 3 and 4 of this Agreement.

ARTICLE 5
Representation

Section 1.

The School Board recognizes the Chapter Chairperson, Vice-Chairperson, Secretary, and Stewards.

Section 2.

The function of Chapter Chairperson is to review and negotiate grievances in the Second Step, to prepare grievances not settled at this point for further review in grievance procedures and to negotiate with Management on negotiable local problems. A Chapter Chairperson may also handle First Step grievances when called upon for help and represent employees at hearings in disciplinary cases.

Section 3.

The Management recognizes the privilege of the Chapter Chairperson or Steward of the Union to leave his work in the course of the performance of his function as such, but he shall arrange time with his Supervisor when he leaves and returns. This time shall be allowed without loss of pay.

Section 4.

The Chapter Chairperson will be provided the complete minutes and agenda of all regular and special Board meetings at the same time as such minutes are distributed to others.

Section 5.

The Chapter Chairperson or delegate elected or appointed to represent the local Union as its delegate to the International or Council Conventions shall be allowed to attend without loss of pay and with the prior approval of the administration.

ARTICLE 6
Stewards and Alternate Stewards

Section 1.

Employees shall be represented by one (1) Steward at the Secondary Level, one (1) Steward at the Elementary Level.

Section 2.

The Steward, during working hours, without loss of time or pay, may in accordance with the terms of this section, investigate and present grievances to the Employer, upon having advised their Superintendent of same. The Superintendent or his delegated authority will grant permission and provide sufficient time to the Steward to leave their work for these purposes. The privilege of the Steward leaving work

during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. The Steward will perform regularly assigned work at all times, except when necessary to leave work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a Special Conference.

Section 3.

In the absence of a Steward, the Chapter Chairperson shall name an alternate Steward for the period of absence. A written notification shall be sent to the Superintendent or designated assistant.

ARTICLE 7
Special Conferences

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer or designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council or representative of the International Union.

ARTICLE 8
Grievance

Section 1.

FIRST STAGE GRIEVANCE

Oral Discussion with Administrator

A grievance is an unsettled complaint by a bargaining unit employee or by the Union in its own behalf, concerning (1) any alleged violation of this Agreement; (2) any alleged violation of the non-teaching condition of employment established by the Board from time to time; or (3) any disciplinary action.

An employee, believing he or she has cause for grievance, shall have a right to call for his/her Steward to discuss the grievance. They may then discuss orally the grievance with the Administrator in charge.

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

Section 2.
FORMAL GRIEVANCE

Step One: In the event the matter is not resolved informally, or the aggrieved party has elected not to employ the informal procedure, the grievance shall be submitted in writing to the administrator within ten (10) working days from the time that the employee or the Union is aware or should have been aware of the incident over which the employee or the Union is aggrieved. The written grievance shall be signed by the aggrieved employee, if any.

Awareness shall not be construed to mean knowledge of the grievability of the incident, and shall be limited to knowledge that the incident has actually occurred.

- A. The grievance may be lodged and thereafter discussed with Administrator:
 - 1. by the aggrieved employee in person on his/her own behalf, or
 - 2. by the aggrieved employee accompanied by the Union Steward, or
 - 3. through the Union Steward if the aggrieved employee so requests, or
 - 4. by the Chapter Chairperson in the name of the Union.

- B. Within ten (10) working days after receiving the written grievance, the Administrator shall communicate his decision, in writing, to the Chairperson of the Union, the Union Steward, and to the aggrieved employee, if any.

Step Two: Within five (5) working days after receiving the decision of the Administrator, an appeal of the decision may be made to the Superintendent by the Employee in his/her own behalf or by the Union. The appeal shall be in writing and shall be accompanied by a copy of the decision of Step One.

- A. The Superintendent may confer on the grievance with a view to arriving at a mutually satisfactory adjustment. Participants at this step shall be given at least two (2) working days written notice to the conference.

- B. Within ten (10) working days after receiving the appeal, the Superintendent shall communicate his decision, in writing together with supporting reasons, to the Administrator, to the Chapter Chairperson, the Union Steward, and to the aggrieved employee, if any.

Step Three:

- A. If the grievance is still unsettled, the Union may, within thirty (30) working days after the written reply of the Superintendent or his designated representative, request arbitration by written notice to the Superintendent.
- B. The arbitration proceedings shall be conducted by an arbitrator to be selected by the District and the Union within ten (10) working days after notice has been given. If the parties fail to agree to an arbitrator, an arbitrator will be selected by the American Arbitration Association.
- C. The decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue his decision within thirty (30) calendar days after the conclusion of the testimony.

ARTICLE 9
Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at the regular rate.

ARTICLE 10
Discharge and Discipline

Section 1.

The Employer agrees upon the discharging or disciplining of an employee and/or employees it will be done on the basis of just cause. Further, management agrees to promptly notify, in writing, the concerned employee and the Steward in the district of the discharge or discipline.

Section 2.

The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the district, and the Employer will make available an area where they may do so, before the discharged or disciplined employee is required to leave the property of the Employer. Upon request, the Employer or the designated representative will discuss the discharge or discipline with the employee and the Steward.

Section 3.

APPEAL OF DISCHARGE AND DISCIPLINE

Should the discharged or disciplined employee or the Steward consider the discharge or discipline to be improper, a complaint shall be presented in writing through the Steward to the Employer within two (2) regularly scheduled working days of the discharge or discipline. The Employer will review the discharge or

discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Union, the matter shall be referred to the grievance procedure.

Section 4.

USE OF PAST RECORD

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously, nor impose discipline on an employee for deliberate errors or mistakes on the employment application after a period of three (3) years from the date of hire.

Section 5.

EMPLOYEE FILES

- A. No material relating to an employee's conduct, service, character, or personality shall be placed permanently in any file unless the employee has had the opportunity to read the material.
- B. The employee shall be given the opportunity to acknowledge that he/she has read such material by affixing his/her signature to the actual copy to be filed, with the understanding that such signature merely signifies that the employee has read the material to be filed, and does not necessarily indicate agreement with its contents.
- C. The employee shall have the right to place explanatory notes or letters in their file pertinent to any written or printed material and this shall be attached to the file copy.
- D. The employee shall be permitted to examine his/her file upon reasonable request.
- E. The employee, with the Steward, shall have the right to temporarily withdraw a copy of materials from his/her file provided a receipt is furnished.
- F. Material of a non-professional nature (i.e., letters from parents, newspaper clippings, records of phone calls, etc.) shall not be placed in any employee file without the employee's consent.
- G. All materials placed in the files must bear the date and have affixed the signature of the writer, or other proper identification as to source.
- H. There shall be no secret files in the system.
- I. All material that could be used against the employee's future employment, excluding annual evaluations over three (3) years old, will be removed.

- J. No material may be removed or destroyed without the consent of the employee.
- K. All employees shall be advised of the nature, purpose and location of all files that exist in the school system that may contain material pertinent to the employee's employment.
- L. All employees shall be informed of their right regarding the filing of materials and of their right to inspect them, effective immediately.
- M. Whenever an employee is summoned for an interview for the record which may lead to disciplinary action, he/she shall be previously notified of the reason for action, in writing, and shall be entitled to be accompanied by a representative of the Union who is employed in the system; and he/she shall be informed of this right.

ARTICLE II
Probationary Period, Evaluation, Seniority List,
Reduction of Work Force, and Promotions and Transfers

Section 1.

PROBATIONARY PERIOD

New employees hired into the unit from the outside shall be probationary for one hundred twenty (120) work days. Upon completion of the probationary period, the employees shall attain seniority status, and their names shall be entered on the seniority list with their seniority dating from the date of hire.

New employees, while in their probationary period, may be terminated without recourse to the grievance procedure. They shall be represented by the Union for all purposes under this Agreement during the probationary period, except that no protest may be entered against termination during said probationary period, unless for discrimination or Union Activities.

Section 2.

SENIORITY

The seniority of all employees on the list shall commence with the date of permanent hire by the Allen Park Public Schools. The unit shall be furnished with a list by November 1, setting forth, in order of their seniority, each employee's name, seniority number, effective hiring date and classification. When more than one employee is hired on the same date, seniority will be determined by alphabetical sequence according to name. A seniority list by group divisions will similarly be provided. The Union will be provided with a list of new hires, terminations and other changes as they occur.

Section 3.

Reduction in the work force shall be affected through the following procedure:

- A. Probationary employees will be immediately laid off.
- B. The necessary number of employees with the least seniority will be laid off.
- C. Any least senior employee so removed shall be able to exercise bumping rights into a job of the same number or more hours.
- D. Any laid off employee will be offered any job vacancy which he/she can perform prior to the employer accepting new hires.
- E. Reductions in the work force will be affected based on the following conditions:
 - 1. lack of work;
 - 2. economic or financial conditions of the school district.

Section 4.

RECALL

- A. Laid off employees shall be recalled in the inverse order of the layoff. The most senior employees shall be recalled to the first opening in the classification and group from which the employee was laid off or, if he had bumped down from his original position in the reduction of the work force being laid off, to such original position. Recall will be by written certified notice, return receipt requested, to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery.
- B. Advance Notice of Layoffs. Employees to be laid off shall receive a minimum two calendar weeks' notice. The Employer shall secure a receipt of said notice. This shall not apply in case of strikes and other work stoppages.

Section 5.

OFFICER'S SENIORITY

Notwithstanding their position on the seniority list, the Chapter Chairperson, Vice-Chairperson, Secretary, and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their seniority division that they can perform, and shall be recalled to work in the event of a layoff on the first open job in their seniority division which they can perform.

Section 6.

SENIORITY DETERMINED

If in the event two or more employees apply for the same position, seniority shall be the determining factor if past evaluation and qualifications are relatively equal.

Section 7.

Upon the signing of this Master Agreement, by both parties, it is understood that ten days prior to the opening of the school year, para-professionals will be notified of a date to meet to pick by seniority the posted jobs. Proxy votes will be allowed for employees unable to attend on job bidding day.

If the Administration determines a reduction in hours is necessary in a specific job title and assignment the affected employee may exercise his/her bumping rights in accordance with his/her seniority to another job title and assignment if said employee is qualified to perform the job and meet the requirements of the job per past practice.

ARTICLE 12

Job Descriptions and Classifications

Section 1.

When a new job is placed in the unit and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply and notify the Union. If the Union does not agree to the rate, the Union may submit the matter to a special conference for negotiating the proper rate.

Section 2.

Employees shall perform their duties as outlined in their job descriptions.

ARTICLE 13

Filling Vacancies

When a vacancy exists it shall be filled in accordance with the procedures outlined herein.

- A. When management declares a vacant position to exist, management shall then post such position on union and management bulletin boards for no less than seven (7) calendar days, whereas, those employees interested in filling such vacancy will sign their names on the bidding form and said employees will be allowed to exercise their seniority rights in bidding and obtaining such positions. Copies of bidding forms with those employees' names showing on such form will be given to the union chairperson or his/her designee immediately following the aforementioned seven (7) days posting bid.

- B. The senior employee who meets the requirements for the job, per the above, shall be assigned the open position if the evaluation of two years or less and qualifications are relatively equal.

If the employee is unsatisfactory for the job by way of a lack of qualifications or poor performance he/she will be returned to the job from which originally moved. This shall occur within the first thirty (30) days worked following assignment.

ARTICLE 14
Hours of Work and Overtime

Section 1.

The normal work week shall be Monday through Friday. The normal work day shall be no more than eight (8) hours each day with a one-half (1/2) hour paid lunch period and two (2) fifteen (15) minute relief breaks.

No employee shall have his or her hours reduced to create additional positions or to add to another employee with fewer hours.

Section 2.

Personnel working eight (8) or less hours per day shall have the following paid relief and lunch periods:

A. Relief periods:

0-3 hours	no break
4-6 hours	15 minute
over 6 hours	Two 10-minute periods

B. Lunch periods:

6 hours	20 minutes
over 6 hours	30 minutes

Section 3.
OVERTIME

- A. Time and one-half the employee's regular hourly rate of pay shall be paid for all work performed in excess of eight (8) hours in any work day or in excess of forty (40) hours in any work week.
- B. Para-professionals shall be paid time and a half their hourly rate for chaperoning any school event after the regular working hours.

- C. Time and one-half will be paid for all hours worked on Saturday.
- D. Double time will be paid for all work performed on Sundays and Holidays.

Section 4.
OVERTIME EQUALIZATION

Beginning with the highest seniority employee in the building and continuing down the list, overtime shall be divided as equally as possible among employees in their buildings.

Section 5.
CALL-IN-TIME

Employees called in outside their normal schedule shall be guaranteed at least two (2) hours at the applicable rate.

ARTICLE 15
Leave of Absence

Section 1.
SICK LEAVE

- A. Eleven (11) days shall be granted to all full-time employees (30 hours or more per week). These days shall be used for the purpose of employee illness or illness or injury in the immediate family (spouse and/or children, or household dependent).
- B. Part-time employees shall be granted the following non-cumulative sick days:

Those part-time employees working twenty (20) or more hours per week and less than thirty (30) hours per week: 9 non-cumulative sick days.

Those part-time employees working eleven (11) or more hours per week and less than twenty (20) hours per week: 5 non-cumulative sick days. These days shall be used for the purpose of employee illness or illness or injury in the immediate family (spouse and/or children, or household dependent).
- C. Those part-time employees working ten (10) or less than ten (10) hours per week: 1 non-cumulative sick day. This day shall be used for the purpose of employee illness or illness or injury in the immediate family (spouse and/or children, or household dependent).

Section 2.

FUNERAL LEAVES

- A. For all employees: death in the family shall be a separate item. Three (3) days shall be allowed as follows: Father, Mother, Brother, Sister, Husband, Wife, Son, Daughter, Grandparents, Grandchildren, Father-in-law and Mother-in-law.
- B. One (1) day shall be allowed in case of in-laws other than those specified in Section 2 (a) above, and distant relatives. One (1) additional day shall be granted when the funeral is held at a location of 300 miles or more from the limits of Allen Park School District.
- C. Funeral attendance is required by the employee in Sections 2 (b) above; the employer may require proper evidence of such attendance.

When unusual circumstances are involved, additional days may be added at the discretion of the Superintendent or his designated representative. These absences are not deducted from sick leave.

Section 3.

JURY DUTY

Any employee who is summoned for jury duty examination and investigation must notify the Personnel Office within twenty-four (24) hours of receipt of such notice. If an employee is summoned and reports for jury duty, the employee shall be paid the difference between the amount received as a juror and the normal day's pay for each day of jury duty that the employee would normally work.

Section 4.

- A. Upon the death of an employee, regardless of years of service, the beneficiary or estate shall be paid one-half the deceased's accumulated sick days at the deceased's current daily base rate.
- B. No para-professional employee shall lose time or wages as the result of inservice days or field trips.
- C. In the event an employee is unable to report for work due to an Act of God, the employee will not be charged with a sick day or a leave day, and shall receive the regular wage for that day. The employee that reports for work shall be granted a compensatory day to be determined by management.

Section 5.

PERSONAL BUSINESS

All employees shall be entitled to one (1) paid personal business day per school year.

Section 6.

LEAVE FOR UNION BUSINESS

A member of the Union elected as a delegate to attend the biennial International Union Convention shall be allowed time off without loss of time or pay to attend such Convention. The length of time shall not exceed one (1) week.

Section 7.

Employees will receive their regular compensation for Winter Recess Days when Allen Park Public Schools are closed.

ARTICLE 16
Leave of Absence without Pay

Section 1.

Leaves of absence without pay for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

- A. **Illness - Medical or mental disability.** Any employee whose personal illness or disability extends beyond the period compensated under Article 15 shall be granted a health leave, upon written request and a physician's recommendation, for the time period necessary for the employee to recover from the illness or disability, but in no event shall the leave extend a maximum of one (1) year without the approval of the Superintendent or his designee. Any health leave granted under this section shall be without pay, but the Employer shall continue to maintain, at no expense to the employee, the insurance coverages for a period of ninety (90) calendar days. Seniority shall continue to accumulate.

The Superintendent, or his designee, may at any time during the leave require an employee, at the District's expense, to be examined by a District appointed physician, psychologist or other professional to determine if the employee is disabled, mentally or physically, or ill to the extent he/she is unable to perform his/her normal daily duties and functions.

Any leave connected with illness must be substantiated by a physician's statement. Employees returning to work after a medical leave (physical or mental) shall present a written statement from a physician attesting the employee's ability to perform his/her work. The Board will reserve the right to its independent check-up by a medical hospital or a psychiatric clinic for clearance before permitting an employee to return to work. The cost of this check-up will be borne by the Board of Education. Employees on a medical leave (physical, mental or maternity) shall accumulate seniority while on leave.

- B. Serving in any elected or appointed position (public or Union).
- C. Serving in an appointed position with the Council or International Union.
- D. Prolonged illness in the immediate family.
- E. Education leaves.
- F. Veteran and Military leaves.
- G. For five days or less without pay and upon approval of the Superintendent or his designee.

Section 2.

Personnel leave without pay of up to five (5) days will be granted to Union Officers for Union business upon receipt of a minimum of one (1) week's notice.

ARTICLE 17

Vacations

Employees working thirty (30) hours or more per week shall be granted one-half (1/2) day per month vacation pay at their current daily rate. Vacation shall be paid at the end of the work year or upon termination of employment.

ARTICLE 18

Hours, Wages, and Holiday Pay

Section 1.

RELIEF AND LUNCH PERIODS

Personnel shall continue their relief and lunch periods as arranged with their immediate supervisor.

Section 2.

WAGE SCHEDULE

Employees shall be compensated in accordance with the wage schedule attached to this Agreement. The attached wage schedule shall be considered a part of this Agreement. All employee wages shall be computed on an hourly basis and time clocks shall be used to certify the hours worked.

Section 3.

HOLIDAYS

All employees shall be entitled to the following holidays without loss of pay: New Year's Day, Monday after Easter Sunday, Memorial Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

Should a paid holiday fall on a Saturday, the preceding Friday shall be the holiday; and should a paid holiday fall on a Sunday, the following Monday shall be the holiday.

ARTICLE 19

Hospital - Medical Coverage and Other Insurance Coverages

Section 1.

The Board agrees to pay premium cost up to and including full family MESSA Super Care I health care protection, or equivalent plan from another insurance carrier. This coverage shall be applied to all full-time employees who are employed thirty (30) or more hours per week. The employee shall not receive a health subsidy if they are already receiving these benefits through a spouse.

Section 2.

The employer agrees to pay the full premium for term-life insurance coverage which is \$25,000. This coverage shall be applied to all full-time employees who are employed thirty (30) hours or more per week, including a double indemnity clause if death occurs due to accidental cause.

Section 3.

The employer agrees to pay the total premium cost for full-time employees (30 hours or more per week) for a group accident and sickness insurance with the following provisions.

1. The weekly compensation shall be a straight 66 2/3% of the individual's salary.
2. The above compensation shall be available to the individual for a period not to exceed sixty-three (63) weeks and shall not commence until after the individual's sick days have been depleted.
3. This coverage shall begin July 1, 1982.

Section 4.

Each employee covered by life or sickness and accident insurance shall receive a certificate of coverage.

Section 5.

Beginning July 1, 1982, the Board shall provide full family coverage in the MESSA-Delta Dental Plan "E" with the 0-4 Orthodontic Rider, or an equivalent plan for employees working thirty (30) hours or more per week.

Section 6.

The Board agrees that employees should be reimbursed for theft, damage, and personal loss to the extent of not less than ten dollars (\$10) nor more than five hundred dollars (\$500), provided such loss is not covered by any other insurance and/or that negligence has not been involved, while in school or on official school business. Such loss must be verified to the employer in some satisfactory manner by the employee.

This section will be effective upon ratification by Local 142, Chapter A. No claims will be paid which occurred prior to this date.

ARTICLE 20
Miscellaneous

Section 1.

Bulletin boards will be provided in each building which the Union may use in posting notices pertinent to the business of the Union. A copy of all notices will be forwarded to the school administration prior to posting.

Section 2.

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.

Section 3.

No para-professional employee shall be required to work under unsafe or hazardous condition or to perform tasks which endanger their health, safety, or well-being.

Section 4.

No bargaining unit employee shall be required to work or transfer outside his/her bargaining unit.

Section 5.

The employer will not subcontract any bargaining unit work.

Section 6.

Each para-professional shall be evaluated once yearly by the Principal or his designee. The evaluation form shall become a part of the para-professional's permanent file. The employee may discuss the evaluation for further interpretation. If the evaluation is unsatisfactory, a meeting shall be arranged with the para-professional, the teacher in charge (when applicable and/or required) and the principal or his designee.

ARTICLE 21

Assistance in Assault Case and Liability Insurance

Section 1.

It shall be the responsibility of the administrator to report all cases of assault, however rare, suffered by employees in connection with their employment to the Superintendent, who in turn will notify the Board Attorney.

Section 2.

The Board Attorney shall inform the employee of his/her rights under the law and shall provide such information in a written document.

Section 3.

The services of the Board Attorney shall be made available to assist the employee whether he is acting as the plaintiff or defendant as follows:

- A. by obtaining from the police and from the principal relevant information concerning the offenders.
- B. by accompanying the employee in court appearances.
- C. by acting in other appropriate ways as liaison between the employee, the police and the courts.

Section 4.

This assistance is intended to apply only to the criminal aspect of any case arising from such assault.

Section 5.

Absences resulting from school-related assaults are not to be charged against sick leave and shall be paid for in full. Where, in the judgment of the Administration, verification of absence is necessary, such must be forthcoming.

ARTICLE 22

Pay Advance, Reimbursement, and Payroll Deduction

Section 1.

Employees will be reimbursed the mileage rate of twenty-five cents (25c) per mile if their car is used in the course of authorized school business.

Section 2.

Necessary chauffeur's licenses shall be paid by the School District.

Section 3.

School Board shall pay for any required licenses and their renewal every year.

Section 4.

The following deductions may be made by the authorization of the employee:

1. Hospitalization Insurance
2. Savings Bonds
3. Credit Union
4. Organizational Dues
5. United Foundation
6. P.E.O.P.L.E. Deductions

ARTICLE 23

No Strike Clause

Section 1.

STRIKES

There shall be no strikes of any kind by the Union, its officers, representatives and members during the term of this Agreement. At no time, however, shall employees be required to act as strike breakers or to go through picket lines. The Board agrees that there shall be no lock-out of its employees.

DEFINITION

The word "strike" shall be defined as a concerted failure to report for duty; the willful absence from one's position; the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment; for the purpose of inducing, influencing, or coercing a change in the conditions, or compensation, or the rights, privileges, or obligations of employment.

ARTICLE 24
Reservation of Rights

Section 1.

The Union agrees that all rights and privileges vested solely in the Board of Education by the laws of the State of Michigan, with the exception of those rights, privileges and conditions of employment expressly by implication or reference incorporated into this Agreement, shall be reserved exclusively to the Board of Education.

Section 2.

This agreement has been negotiated and executed and shall be controlled by all applicable Federal and State laws, including any amendments that may hereafter be made during the life of the Contract, and wherever the terms of this Contract are found to be in conflict with the provisions of the law, the parties hereto agree to proceed to renegotiate such conflicting provision or provisions, shall be void. All remaining provisions of this Agreement will remain intact.

ARTICLE 25
Salary Schedule

Year	Start	One Year or More
1993-94	7.82	8.87
1994-95	8.05	9.14
1995-96	8.29	9.41

Media Center Technicians/Computer Lab Aides

Year	Start	One Year or More
1993-94	8.21	9.31
1994-95	8.46	9.59
1995-96	8.71	9.88

The 1993-94 wage increases shall be paid retroactive, by separate check, beginning July 1, 1993, in a timely fashion.

Part-time employees working ten (10) or less than ten (10) hours per week shall receive a lump sum payment of twenty-five dollars (\$25.00) payable on the first regular payday of the 1993-94 school year, the first regular payday of the 1994-95 school year, and the first regular payday of the 1995-96 school year. Employees working more than ten (10) hours per week shall not receive a lump sum payment.

ARTICLE 26
Term of Agreement

Section 1.

This Contract shall take effect as of July 1, 1993, and shall remain in force and effect until June 30, 1996. Sixty (60) days prior to the termination thereof as herein provided, either party may initiate negotiations for renewal and modification or a new contract.

Section 2.

Upon receipt of notice to negotiate, both parties shall enter into collective bargaining for the purpose of arriving at a just settlement. Notice must be by registered mail return receipt requested.

Section 3.

The expiration date may be extended at termination by mutual consent of the parties.

IN WITNESS WHEREOF, the School Board has executed this Agreement by their duly authorized Representatives for this period.

Allen Park Public Schools
Para-Professional Employees
Chapter A, Local #142
Council #25, AFSCME

School Board of Allen Park
Public Schools

Jeannette M. Ysery
Chapter Chairperson

Robert D. Bruce
President

Charlotte A. Pizzinelli
Chapter Vice-Chairperson

C. David Bayne
Secretary

Angela Sammut
Chapter Secretary

Luz Vastanias
Negotiator

Negotiator

Lynn D. Cicholas
Negotiator

Council #25 Representative

The Parties agree to the following Letter of Agreement:

A joint committee of management and union representatives shall be established for the purposes of updating and developing new job descriptions. This committee shall meet at least once a month in order to complete their task within a six-month period.

Allen Park Public Schools
Para-Professional Employees
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