

MASTER AGREEMENT
BETWEEN
PORT HURON AREA SCHOOL DISTRICT
AND
PORT HURON SCHOOL
ASSOCIATION OF PARAPROFESSIONALS

2018/2019
2019/2020
2020/2021

Table of Contents

| | |
|------------------------------------|-----------|
| ARTICLE I | 1 |
| RECOGNITION..... | 1 |
| ARTICLE II | 1 |
| ASSOCIATION RIGHTS..... | 1 |
| ARTICLE III | 3 |
| CLASSIFICATION AND SENIORITY | 3 |
| ARTICLE IV | 5 |
| LAYOFF AND RECALL..... | 5 |
| ARTICLE V | 6 |
| VACANCIES AND TRANSFERS..... | 6 |
| ARTICLE VI | 8 |
| EVALUATION PROCEDURE | 8 |
| ARTICLE VII | 9 |
| LEAVE TIME PROCEDURES..... | 9 |
| ARTICLE VIII | 14 |
| COMPENSATION..... | 14 |
| ARTICLE IX | 17 |
| GRIEVANCE PROCEDURES | 17 |
| ARTICLE X | 19 |
| DISCIPLINE | 19 |
| ARTICLE XI | 20 |
| GENERAL AND MISCELLANEOUS..... | 20 |
| ARTICLE XII | 22 |
| CALENDAR | 22 |
| ARTICLE XIII | 24 |
| DURATION..... | 24 |
| EXHIBIT A | 25 |
| EXHIBIT B | 26 |
| EXHIBIT C..... | 29 |
| EXHIBIT D..... | 32 |
| EXHIBIT E | 33 |

A G R E E M E N T

It is mutually agreed as follows:

ARTICLE I

RECOGNITION

The District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to the rights of pay, wages, hours of employment and other conditions of employment for the entire term of this Agreement for all paraprofessionals and excluding all other employees.

ARTICLE II

ASSOCIATION RIGHTS

- A. Duly authorized Association representatives may be permitted to visit work locations provided they do not interfere with or interrupt work activities or normal operations. Any duly authorized Association representative must first secure permission from the Building Administrator and shall advise the Administrator of the reason for said visit.
- B. No paraprofessional will engage in Association activities during the paraprofessional's working hours that may interfere with her/his normal productivity. Permission based on the above considerations will come from the paraprofessional's immediate supervisor.
- C. The Association shall have the right to use the school building facilities under the same policies as other organizations in the District.
- D. The officers of the Association including building representative shall be allowed to use a private area in the building in order to take care of such matters that may require confidentiality. As each building may be different, the association representative should request the location of such private area prior to needing it through the building administrator.
- E. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association mutually agree.
- F. Reasonable use of bulletin boards shall be made available to the Association and its members for notices and news of Association business.
- G. Use of inter-office mail service shall be made available to the Association and its members for Association business, provided that such use does not interfere with, or add to, normal schedules or operation.

- H. The Association shall have the right to use equipment such as computers, photocopying equipment and calculators, at reasonable times when such equipment is not otherwise in use after regular school hours. The Association shall be responsible for such equipment and pay for the actual costs of all labor and supplies associated with such use.
- I. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all paraprofessionals. No religious or political activities in the personal life of a paraprofessional, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such paraprofessional. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- J. Paraprofessionals Executive Board: The District agrees to continue to meet with representatives of the Association as requested to discuss the interpretation and administration of the Agreement as it relates to day-to-day activities. Meetings shall be scheduled after school as needed for the Council to meet. These conferences are not meant to be an extension of the collective bargaining process; they are meant as informational meetings only. Minutes may be taken at such meetings and placed in a notebook for future reference.
- K. Whenever it is necessary for any officer or any other member of the Association to leave her/his work to handle a grievance, he/she shall be entitled to the necessary administrative leave required with the approval of the Building Principal or immediate supervisor with notification to the Human Resources Department.
- L. Paraprofessionals will be provided an annual Identification Card that will provide as a pass for the paraprofessionals and one other person to attend, at no charge, all District sponsored athletic events.
- M. The District agrees to provide copies of this Agreement, at the District's expense, to the Association or any individual member of the bargaining unit upon request.
- N. The Port Huron School Association of Paraprofessionals will furnish the District with the names of its officers and duly authorized Association representatives by no later than November 1 of each year and such changes as may occur from time to time in personnel so that the District may, at all times, be advised as to the authority of the individual representatives of the Association. The District shall not be required to deal with employees who are not duly authorized representatives.
- O. The paraprofessional is expected to carry out reasonable directions of his/her immediate supervisor that are not contrary to the terms of this Agreement nor will endanger the paraprofessional's health and well-being.

- P. A paid leave of absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. All requests should be submitted prior to the actual date requested, not after the fact. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the paraprofessional or the Association, except for a substitute, and shall be charged to the Association's fifteen (15) day allowance, of which ten (10) of the substitute days will be paid by the District and five (5) days of the substitute will be paid by the Association. A minimum charge of one-half (1/2) day will be used.
- Q. Individual rights: Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III

CLASSIFICATION AND SENIORITY

A. New and Probationary Paraprofessionals -

1. Each new paraprofessional shall serve a forty-five (45) working day probationary period during which time there shall be no responsibility on the part of the District for his/her continual employment. If a probationary paraprofessional cannot be returned to their previous year's building assignment and is assigned to a new building, 25-working days of the previous probationary assignment will count.
2. The District has the right to hire a returning paraprofessional at any rate within the confines of the Salary Schedule it deems commensurate with her/his experience or training. A returning paraprofessional shall start with no seniority. Returning paraprofessionals shall not be required to serve an additional probationary period. The District may adjust the rate of pay of the returning paraprofessional at the time it so deems the change is justified.
3. On occasion the District may employ non-classified personnel for part or full time work. The District will notify the Association of any such placements. These employees are intended to be temporary personnel only. Such paraprofessionals will not be hired during a lay-off period unless all laid-off paraprofessionals who are qualified refuse the assignment.

B. Seniority –

1. Seniority Date - The District agrees to establish for each paraprofessional a

seniority date beginning the first day the paraprofessional began work in a regular position on a continuous basis.

2. In the event of more than one (1) employee having the same effective date of employment, the last four digits of the social security numbers will be used to determine placement on the seniority list. Such employees will be placed in order; the employee with the lowest social security number to be listed first on the seniority list. The employee with the lowest social security number will have the higher seniority. No part of a paraprofessional's social security number will be printed on the seniority list.
3. Seniority - Seniority will be lost for the following reasons:
 - a. If the paraprofessional quits.
 - b. If the paraprofessional is discharged for just cause.
 - c. If the paraprofessional fails to report for twenty-four (24) hours or more without notifying the Human Resources Department or his/her building principal not later than the start of his/her shift on the second day unless such absence is caused by a situation over which he/she has no control. Such absence will be explained upon his/her return.
 - d. In the event of a layoff, if the paraprofessional fails to return to work within five (5) days after being notified to report for work by certified mail with return receipt.
 - e. If the elapsed time of layoff period exceeds the seniority at the time of layoff up to a maximum of two (2) full years from date of actual layoff. A paraprofessional on layoff who substitutes 137 days in a school year shall not be considered on layoff for purposes of loss of seniority under this section.
 - f. Retirement.
4. Seniority List - Paraprofessionals will be placed on the seniority list according to their seniority date. A copy of an up to date seniority list shall be provided to the officers and members of the union by November 1 of each year and the President of the Association will be notified of all changes as they occur.
5. Employees on unpaid leave for less than one year will continue to accrue seniority. At the end of one year, he/she shall have his/her seniority credit frozen until returned from leave.

ARTICLE IV

LAYOFF AND RECALL

- A. All allocations are determined by the District.
- B. All allocations and vacancies received by May 15th will be included in a list of staff needs. This list will include the position, location, hours and job descriptions outlining the qualifications and training required.
- C. The District will meet with the Association to review the list of staff needs in order to determine the placement of paraprofessionals.
 - 1. Positions will be staffed with paraprofessionals returning to their previous year's assignments, if available.
 - 2. Placement of displaced paraprofessionals in building. The highest senior paraprofessional will be placed in any building vacancy, if available. If none are available, may bump the least senior paraprofessional with similar hours, provided they meet the qualifications as determined by the District. Those paraprofessionals bumped out of a position will be added to the List of Displaced Paraprofessionals in seniority order.
 - 3. Placement of displaced paraprofessional district wide. The highest senior displaced paraprofessional will be placed into any district vacancy, if available. If none are available, may bump the least senior paraprofessional with similar hours, provided they meet the qualifications as determined by the District.
 - 4. Once a placement is offered (phone or email), the paraprofessional has three (3) business days to respond to the District, whether to accept the position. The displaced employee will provide accurate contact information to the District and may include the name and contact information for an alternate contact in case the employee is not available. If no response is received by the District within the three (3) business days, the paraprofessional will move to the bottom of the displaced list. Extensions may be made if a paraprofessional contact the Human Resources Department in advance.
- D. If any paraprofessional cannot be placed in a position as a result of the above process prior to the first workday of the next school year, she/he will be immediately placed on the Layoff List according to the paraprofessional's seniority ranking.
- E. The District will send assignment (placement, move with student, award of bid and layoff) letters to all paraprofessional and will include the position, location, hours and job description.

F. The District will provide each building Principal or Administrator and the Association with the Placement List which will indicate the paraprofessional's name, assignment, hours and times.

G. Recall of Paraprofessional from Layoff List

1. May be recalled into any unfilled positions that become available in order of seniority, provided they meet the qualifications. In the event the laid off paraprofessional is qualified for the position and refuses the assignment, the laid off paraprofessional may be terminated and shall relinquish their unemployment compensation at the time of refusal.
2. Once a placement is offered (phone or email), the paraprofessional has three (3) business days to respond to the District accepting the position. If no response is received by the District within three (3) business days the paraprofessional may be terminated and shall relinquish their unemployment compensation. The displaced employee will provide accurate contact information to the District and may include the name and contact information for an alternate contact in case the employee is not available.
3. As overload positions are allocated for the current school year, those on the layoff list will be placed in such positions based on seniority, provided they meet the qualifications.
4. Those paraprofessionals who are placed in an overload position are not prohibited from bidding on future positions as outlined in Article VI, I.

H. All paraprofessional on layoff status desiring to work as a substitute must be employed through PCMI or the District's designated third party contractor prior to working at the Port Huron Area School District.

I. The District has the right in all cases to adjust remaining staff to meet existing needs.

ARTICLE V

VACANCIES AND TRANSFERS

- A. The transferring of employees is the sole responsibility of the District. The President of the Association will be informed of any transfer of a member in a timely manner. Consideration will be given:
1. To those paraprofessionals currently employed and who have indicated an interest in the position (by bidding).
 2. To those paraprofessionals who meet job qualifications and training.

3. To the paraprofessional's record of past performance.

- B. The District shall make every effort to reach a conclusion on a posted vacancy within fifteen (15) working days after the posting has expired. Persons awarded a position who had substituted continuously in that position shall have their seniority established retroactively to the first day they substituted in that position.

The District agrees to promptly post all vacancies. The vacancy posting shall include:

1. Title and category
2. Building location
3. Special qualifications
4. Job Description
5. Hours of work/work year

These shall be posted for five (5) working days within the school system through written notice posted in each building and on the District's website.

Paraprofessionals may apply during the posting period, in writing, to the Human Resources Department for the vacancy. Bid forms will be supplied by the District.

In the period between school closing for the summer and the first paraprofessional work day prior to re-opening, the District shall publicize vacancies by posting on the District Website and an email to all paraprofessionals. Postings shall be for at least seven (7) calendar days.

- C. The President of the Association shall receive, within five (5) working days in each instance, copies of all postings and notices of vacancies filled.
- D. A paraprofessional's seniority shall be the determining factor in making assignments providing they meet the qualifications and/or training for the assignment.
- E. Any position which becomes vacant or is newly created (with the exception of overloads) will be posted in accordance with the provisions of this Agreement. After all such new positions are filled; any resulting vacancies will be posted in turn.
- F. As overload positions are allocated for the current school year, those on the layoff list will be placed in such positions based on seniority and qualifications. If no one remains on the layoff list, then position will be posted in accordance with the above procedure.
- G. If a posted position remains unfilled, qualified paraprofessionals on the Layoff List will be offered this position beginning with the most senior person on the

Layoff List provided they meet the qualifications of the position listed on the job description.

- H. The District is not obligated to consider requests for transfer by probationary paraprofessionals during their probationary period. This does not apply to a request for a transfer that would be effective after completion of the probationary period.
- I. Vacancies will be posted and awarded as they are identified, however in order to reduce disruption, transfers into awarded positions will take place at the end of the trimester for elementary school and the end of the semester for middle and high school unless the new position is an increase of 30 minutes or more per day. Exceptions to this transfer timeline may be considered for approval by the Superintendent or designee.
- J. When an employee transfers, she/he must remain in that position for the remainder of the school year. However, a paraprofessional may transfer once more if they are part-time transferring into a full-time (30 hours per week or more) position or vice versa.
- K. Seniority paraprofessionals shall be given first consideration for summer school openings. Compensation shall be at the hourly rate of pay in effect at the end of the previous year. There will be no continuation of regular year contractual benefits.

ARTICLE VI

EVALUATION PROCEDURE

- A. The evaluation procedure is designed to serve the dual purpose of reviewing the paraprofessional's performance as it relates to their specific job description and provide an excellent basis for self-evaluation.
- B. Upon written request to the Human Resources Department, paraprofessionals shall be allowed to review the total content of their own personnel files and may appeal objectionable items defined under existing laws.
- C. The Human Resources Department shall maintain a personnel record for each employee. Such record shall include a written evaluation to be completed at least once every two years. The evaluation form is attached to, but not made a part of the contract. The absence of a completed evaluation shall be considered as a satisfactory performance of the paraprofessional.
- D. A probationary paraprofessional will be evaluated at the end of the forty-five (45) working days and at the end of the first year of employment by the person responsible for the paraprofessional's work. The paraprofessional will be given one (1) copy and the other copy will become part of her/his permanent record.

- E. Upon written request from any paraprofessional to the Director for Human Resources, the district has the discretion of appointing another person to evaluate the paraprofessional.
- F. The District will not make changes in the form without first consulting with the Paraprofessional Executive Board. All evaluation forms shall be signed by the paraprofessional indicating her/his receipt of the evaluation. The paraprofessional's signature on the evaluation does not indicate agreement with the evaluation.
- G. An objectionable evaluation may be answered by providing the administrator a written rebuttal within ten (10) days of the completed evaluation. The paraprofessional's rebuttal will become a part of the evaluation for that year.

ARTICLE VII

LEAVE TIME PROCEDURES

A. Paid Leave Time Accumulation -

All current Paraprofessionals will be granted one (1) day for each month worked subject to a maximum of ten (10) days per year.

Paraprofessionals hired after December 31, 2013 will be granted one half (.5) days for each month worked subject to a maximum of five (5) days per year. After completing four (4) years of service paraprofessionals will be granted one (1) day for each month worked subject to a maximum of ten (10) days per year.

For each day of leave time allowed, the employee will be paid on the basis of the number of daily hours of work for that employee just prior to the absences and equivalent number of days deductions will be made from the leave bank. Leave shall be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness or quarantine:
 - a. Before an employee may return to work after being ill five (5) duty days or more, she/he may be required to have a certificate of health from her/his physician.
 - b. In case an employee's record shows frequent absences due to recurring illness which appears to be the result of chronic illness, the Board of Education may require the employee to seek treatment from his/her physician.

2. Serious injury or serious illness in the immediate family which requires the presence of the employee with a limit of five (5) duty days allowed per occurrence. One day shall be allowed to arrange for the care of the family member in case of injury or illness. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or sister.
3. Household Emergency - One (1) day. Limited to an emergency of such a nature that previous knowledge of the problem was lacking to the extent that arrangements to handle the problem could not be handled in advance of the emergency.
4. Deaths:
 - a. Death in the immediate family which requires the presence of the employee. Five (5) duty days allowed per occurrence. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother and sister.
 - b. Death in the non-immediate family, which requires the presence of the employee, with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, cousin, nephew, sister-in-law, brother-in-law and niece. If travel time is involved, time may be requested under 5 below.
 - c. Death of a close personal friend, which requires the presence of the employee, with a limit of one (1) day allowed per occurrence.

5. Personal Business Day:

The District shall provide to paraprofessionals two (2) non-cumulative personal business days each school year. Use of such leave shall be charged to the paraprofessional's individual leave bank. The paraprofessional planning to use such a day shall notify his/her principal in writing at least one day in advance and enter request into WillSub or other program designated by the District. In an emergency, the one (1) day advance notification will be waived, but written notification and entering into WillSub or other program designated by the District must be carried out upon returning from the personal business day. This limitation may be waived by the Director for Human Resources.

The following are restrictions upon the use of the personal business day:

- a. The day may not be used for Association activities or to seek other employment.

- b. The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the paraprofessional or member of the paraprofessional's immediate family, moving or closing of a mortgage.
- c. In the event that the Superintendent or his/her designated representative declares an emergency situation in a building(s) causing, or resulting from student unrest necessitating that paraprofessionals be on duty, then personal business days will not be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The paraprofessional shall consult with the building principal in these circumstances.

6. Workers' Compensation:

In any case where a school employee is absent from his/her employment by reason of an injury compensable under the Workers' Compensation Act, such an employee shall be paid the amount payable to her/him under the existing leave policy, less the amount of compensation payable to such employee under said Act.

The number of days deductible from such employee's leave time bank, computed on the basis of the amount of compensation paid her/him under the Act, as measured by her/his regular salary daily rate, shall not be deducted from the leave time bank. In cases where the amount of compensation paid equals more than a half-day, but less than a whole day, the whole day shall be allowed.

7. Jury Duty:

If an employee is called for jury duty, a leave of absence with pay, not chargeable against the employee's leave time allowance, shall be granted if such employee cannot be excused from jury duty or if such jury duty cannot be postponed until the employee is not working. Upon receipt of the notice that the employee is being chosen for the jury panel, such employee shall immediately contact the Human Resources Department. The District shall pay the employee the difference between the jury fee received and the employee's current pay so that the employee receives full current salary less deductions from the two sources.

B. Unpaid Leave Time -

1. Leave of Absence shall be granted for the following reasons:

- a. Military Services - Employees granted a leave for this reason shall be given full credit on the Seniority List.

- b. A non-paid leave for up to one (1) year shall be granted at the employee's request. Such leave may be renewed for periods of up to one (1) year at the discretion of the District. Persons on leave shall not seek or engage in other employment other than elected or appointed public office unless permission is granted by the Superintendent or his/her designee due to unusual, emergency, or extenuating circumstances.
- c. Illness for physical and/or mental disability for up to one (1) year after paid leave time is exhausted.
- d. Maternity Leave - Request for a maternity leave of absence by a paraprofessional shall be made at least six (6) weeks, or as soon as the pregnancy is determined, prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the paraprofessional is physically capable of performing assigned duties and that such duties would not be injurious to the health of the paraprofessional and the unborn child.

A maternity leave shall begin on a date mutually agreed upon by the paraprofessional, her physician and the District. In cases where the performance of the paraprofessional is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than was previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. A paraprofessional who indicates, in writing, prior to the birth of the child, an interest in returning to duty within sixty (60) calendar days following the birth of the child shall be assured that her position will be available to her upon her return within, but not exceeding, the sixty (60) calendar days. A paraprofessional wishing to have the maternity leave extended beyond the sixty (60) calendar days, up to a year, will be able to return to a comparable position when available.

- e. All of the above will be in accordance with FMLA and other applicable laws and regulations.
2. Personal Leave - A leave of absence without pay of up to thirty (30) duty days may be granted in unusual or emergency situations if approved by the Superintendent or his/her designee.
 3. Written requests for an unpaid leave of absence must be submitted in writing to the Human Resources Department and will contain the reasons for the request, the effective date, and a copy of orders, if 1.a., above, or a medical statement from a physician, if 1.c., 1.d., above. The requirement of a signed statement from a physician may be waived, if the non-paid medical leave is for four (4) duty days or less. The District reserves the right to make this decision based on the individual circumstances involved.

4. Re-appointment after a leave of absence:

- a. Satisfactory evidence of physical and mental health must be filed with the Human Resources Department, as directed, before the employee is returned to duty.
- b. Re-assignment shall be made after a leave of absence to the first comparable position that becomes available for which the employee is qualified. If the assignment is not accepted, then the employee shall be offered the next comparable position that becomes available for which the employee is qualified. If this assignment is not accepted, then the employee shall be deemed terminated from the District.
- c. A seniority paraprofessional, on an unpaid leave of absence for the period of eight (8) weeks or less, shall return to the position held prior to the start of the leave.

5. If, while on an authorized leave of absence, the employee engages in other employment, the leave of absence will be immediately terminated. .

6. Forced leave of absence:

- a. The Board of Education may require an employee to submit to a physical and/or psychiatric examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examinations, provided, however, the Board of Education will pay the examining physician's fee.
- b. The Board of Education may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school-designated psychiatrist. This is subject to renewal at the discretion of the Board of Education.

C. Maximum Cumulative Leave -

At the end of each fiscal year, any unused portion of the leave time shall become cumulative and may be used at some subsequent time for the reasons mentioned in this section. For the duration of the contract, the maximum cumulative leave time for paraprofessionals shall be ninety (90) days.

D. Sick Leave Bank -

A leave bank will be established for paraprofessionals with a contribution from each paraprofessional of one (1) day per year. A paraprofessional may choose to donate any or all of his/her unused sick leave to the sick leave bank upon

retirement or termination of employment with the district. The leave bank will be administered by the Executive Committee which cannot grant more than ten (10) days per individual request per school year. Exception to this limit will be considered on an individual basis. The liability for reimbursement of the leave bank shall rest with the Association. All new hires will donate their first sick leave day earned to the sick leave bank. Once an employee has donated to the sick leave bank, he/she is then eligible to draw from the bank.

The Association may determine a maximum number of hours for the Sick Leave Bank. When the maximum is reached the Association may discontinue employee contributions to the Bank for that school year. The Association shall notify the District in writing when this occurs. Deductions will resume the following year unless written notification is received by the District from the Association.

ARTICLE VIII

COMPENSATION

A. Lunch and Rest Periods -

All full-time paraprofessionals will have an unpaid and uninterrupted lunch period of not less than one-half hour. All full-time paraprofessionals will be provided a fifteen (15) minute relief time in the morning and in the afternoon. In certain situations, upon authorization of the building principal and the Human Resources Manager, paraprofessionals will be able to work over the lunch period and be paid. Said pay will be at the regular rate of pay.

B. Paid Holidays -

The District will pay paraprofessionals for the following un-worked holidays under the limitations and provisions set forth in this agreement:

1. The employee is not a temporary employee as of the day of the holiday, and

The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday scheduled for him/her.

2. The holidays are:

- Labor Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day
- New Year's Day

First Monday of Spring Break
Good Friday
Memorial Day

3. Employees who have been laid off in a reduction in work force during the work week prior to or during the work week in which the holiday falls shall receive pay for such holiday.
4. Employees who are receiving pay in the form of paid leave time during the work week, in which the holiday falls, shall receive pay for such holiday instead of being charged with paid leave time for that day.
5. In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.

C. Bargaining unit members may request, in writing or by submission of a deduction authorization, that additional deductions be made from their pay for the following purposes:

1. United Foundation
2. Credit Union
3. Tax Deferred Annuity Program
4. United States Savings Bonds
5. Health Insurance
6. Dental
7. Vision
8. New deduction plans as determined by the District

D. Health Plan –

Effective January 1, 2019, the District shall provide, subject to the limits described below, excluding all other optional riders: one or more available MESSA health insurance plans as mutually agreed to between the District and the Association.

1. The District agrees to pay no more of the annual costs as allowed by P.A. 152 of 2011 with a maximum amount payable by the District starting January 1, 2018 of \$6,262.32 single, \$8,528.40 two-person, and \$10,372.38 full family, of the total annual cost of a medical benefit plan, including premiums and payments into health savings accounts with the remainder being paid by the Employee. The maximum the district will pay will be adjusted each January 1st based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States Department of Labor, Bureau of Labor Statistics.

The above maximums (hard caps) are based on the premium rates for the MESSA choices ABC Plan 1 with deductibles of \$1,350/\$2,700 and related District HSA contributions and may be subject to change if the health insurance plan changes.

The District will partially fund a Health Savings Account (HSA) which will be administrated by Health Equity. Beginning January 1, 2018, the District will contribute toward the deductible \$1,050 for single subscriber and \$2,100 for two person and full family subscribers. These will be funded in two equal payments: half on January 2nd and half on July 1st.

The District will offer each of the MESSA plans with the option of no District HSA funding. All amounts over the above caps will continue to be paid back monthly by the employee through payroll deduction. In lieu of/or in addition to District prefunding of the HSA, employees may choose to contribute to their HSA accounts via payroll deductions according to IRS limitations.

As an option to the above, the District agrees to contribute full family coverage for Vision Insurance and full family Dental. No cash payments will be made to any employee in lieu for such contribution by the District.

2. Coordination of Benefits: The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit whether by the District or any other employer. With respect to dental insurance, the District will allow for the coordination of benefits.
3. To be eligible for inclusion under this plan, new employees must make application to the Human Resources Department within thirty (30) days after employment or at any open enrollment.
4. Proration of health care benefits will be based on the following:
 - 22.5 hours per week – District pays hard cap
 - 16.0 hours per week to 22.49 hours per week – District pays 75% of hard cap
 - 11.5 hours per week to 15.99 hours per week – District pays 50% of hard cap
 - 11.49 hours per week down to 1.0 hours per week - 0% paid by District
5. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

E. Life Insurance -

1. The District agrees to provide to all paraprofessionals during the life of this contract, twenty-five thousand dollars (\$25,000) of group term life insurance.
2. The carrier shall be selected by the District and the premiums thereon, less any dividends that may be payable on said policies, shall be paid by the District.

F. Inclement Weather Days -

1. When school is dismissed by the Superintendent of Schools for reasons caused by "Acts of God", including weather conditions, all regularly assigned paraprofessionals shall be entitled to a normal day's pay, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.
2. In the event that an "Act of God" or other disaster causes the cancellation of classes during the school day either in a building or entire District, the paraprofessionals affected may leave with the children without any deduction of salary or leave time, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.

ARTICLE IX

GRIEVANCE PROCEDURES

- A. The paraprofessional or the paraprofessional and the Association Representative, shall, within fifteen (15) duty days of the occurrence, discuss complaints with the immediate supervisor (administrator) before using the grievance process. If the complaint is not resolved in this oral discussion, then:
1. Step One - Each formal grievance shall be filed in writing and submitted to the paraprofessional's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of the submission.
 2. Step Two - Appeal from the determination at Step One may be made by presenting the grievance in writing to the Superintendent or his/her designee, within five (5) work days of the determination at Step Two. The Superintendent, or his/her designee, shall meet with the grievant and the Association representatives, within five (5) work days from the date of receipt of the appeal, and shall render a written determination within five (5) work days following the date of the meeting with the individual and the Association representatives.
 3. Step Three - If the grievant and/or Association does not file a written notice of non-acceptance of the Superintendent's, or his/her designee's, determination within ten (10) work days, that determination shall be deemed to have been

accepted. If the grievant and/or the Association file a written notice within ten (10) work days that the determination at Step Three is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.

4. The arbitrator's fee and expenses, the costs of any hearing room and the cost of a reporter shall be shared equally by both parties.
5. All other costs and expenses shall be borne by the party incurring them. The expenses and compensation of any witness or participant attending the arbitration proceeding shall be paid by the party calling such witness or requesting such participation.

B. Grievances resulting from actions of District administrators above the position of building principal shall commence at Step 2.

1. If such a grievance occurs, there shall be no stoppage of work because of such grievance.
2. Time limits may be extended by mutual consent of the District and the paraprofessional.
3. If it is found by the administration staff or the Board that a paraprofessional has been unjustly discharged or suspended, the paraprofessional shall be reinstated without loss of pay.
4. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
5. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance in Step One.
6. The paraprofessional has the right to request that she/he be represented at all steps and stages by an officer of the Association or a member of the grievance committee.
7. The Association, in any grievance proceedings, shall have the right to represent any paraprofessional upon the request of the paraprofessional. The Association shall be present at any formal grievance hearing whether representing the paraprofessional or not. The Association shall have the right to file and process a grievance.

ARTICLE X

DISCIPLINE

- A. Constructive criticism shall be utilized to attempt to correct any deficiency when action is required. In cases of disciplinary action, the following progressive procedure shall be followed:
1. First offense - Conference between paraprofessional and the immediate supervisor.
 2. Continuation - Verbal reprimand.
 3. Continuation - Written reprimand.
 4. Continuation - Disciplinary lay-off or discharge.
- B. Both parties mutually agree that with respect to discipline:
1. All disciplinary action will be private.
 2. Every reasonable effort should be made mutually by the immediate supervisor and the paraprofessional to resolve the deficiency before a written reprimand is issued.
 3. Discharge, demotion, suspension, or any other disciplinary action shall be made only for just cause and in accordance with the policies and provisions of this Agreement and expectations that exist within the paraprofessional's position.
 4. A paraprofessional subjected to disciplinary action may request that a member of the Association be present for further discussion.
 5. The District agrees that, in the event of disciplinary lay-off, the Association will be notified at the time such penalty is imposed.
 6. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the paraprofessional. When such charges are made, the paraprofessional has the right to respond to those charges in written form.
 7. Reprimand for minor offenses may be issued by a paraprofessional's immediate supervisor. Disciplinary lay-offs shall be imposed only for major offenses, or for continual pattern of minor offenses that have been dealt with in accordance with progressive discipline, but not corrected, and shall not be imposed unless authorized by the Superintendent or his/her designee.
 8. Any discipline, reprimand, or reduction in rank, compensation or advantage

asserted by the District or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.

9. It is important that complaints regarding unjust disciplinary lay-offs, discharges, or suspensions be handled promptly under the Grievance Procedure beginning at Step 3. Accordingly, grievances must be filed within fifteen (15) working days of the lay-off, discharge, or suspension. The District will review and render a decision on the case at Step 3 within five (5) working days of the receipt of the grievance.
10. In the event it is determined that a disciplinary lay-off, or discharge, of any paraprofessional was without cause, the paraprofessional shall be reinstated unconditionally without loss of seniority and given back-pay for the time lost, less any compensation the paraprofessional may have received for work performed. If a discharge is reduced to a disciplinary lay-off, compensation shall be paid for that portion only or the time lost in excess of such disciplinary lay-off as finally determined.
11. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months previously. This does not apply to serious offenses or those which are prohibited by law including School Code 380.1230b.
12. It is understood that in cases of major offenses Steps 1 and 2 may be eliminated and Steps 3 and 4 may be combined.

ARTICLE XI

GENERAL AND MISCELLANEOUS

A. Management Rights -

1. The Board retains all the rights, powers and authority with which it was vested prior to certification of the Association, except as specifically limited by express provisions of this Agreement.
2. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on, the District and the Association except as provided by law.
3. This Agreement is subject to amendment, alterations, or addition, only by a subsequent written agreement between the parties. The waiver of any breach, term, or condition, of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

B. No Strike Clause -

The Association agrees that as long as this Agreement is in effect, neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property, or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee, who violates any of the provisions of this Section, shall be subject to disciplinary action, including discharge. The District agrees that as long as this Agreement is in effect, there shall be no lockouts. The closing down of a school or a building shall not be considered a lockout.

C. Waiver Clause -

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the 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 the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, 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.

D. Bargaining unit members will not transport children but may accompany another individual in the transportation of the children.

E. The following guidelines will be followed for paraprofessionals who are assigned to duties that routinely require performance of "medical" procedures such as, but not limited to tracheostomy, suctioning, catheterization, diapering/toileting, or tube feeding:

- An additional person will be in the vicinity and available at all times the procedure is administered.
- The instructions from the student's doctor and specific parental permission statement will be kept on file by the District.
- No paraprofessional will be required to perform procedures until the paraprofessional has completed an adequate training program at the expense of the District, which includes supervised actual experience.
- The District will provide compensation at the paraprofessional's regular hourly rate of pay in the event that the training is held outside a regularly scheduled duty period.
- The District will provide annual refresher training to paraprofessionals assigned to this duty upon request.

- F. The Employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such physical force with students as is permitted by law and under such conditions as are permitted under law.
- G. District and the Association shall form a Health and Safety Committee to monitor, review and address problems and concerns related to employee on-the-job health and safety. They shall identify potential training and professional development which will assist paraprofessionals in the care of students that present specific health and safety challenges.

This committee shall be comprised of six (6) members: three bargaining unit members and three administrators from the District. This committee shall meet quarterly unless otherwise mutually agreed upon by the District and the Association.
- H. The District shall make available to bargaining unit members first aid kits, gloves, and appropriate training in the handling of blood, blood products and other bodily products and policies as required by MIOSHA and the Michigan Department of Public Health.
- I. Each paraprofessional shall work with the supervising administrator to identify a location to secure personal belongings. The space should be accessible to the paraprofessional throughout the day with minimal disruption to the learning environment.

ARTICLE XII

CALENDAR

- A. The calendar for paraprofessionals will be predicated on actual student days. All paraprofessionals who are assigned will report at the request of the District.
- B. Paraprofessionals will work their normal schedule on the second teacher work day of the school year, all Parent/Teacher Conference Days, mid-year Records Days and Teacher Professional Staff Development Days. Paraprofessionals will work during the school Open House and have compensatory time off as aligned with the teacher calendar. The building principal or supervisor shall direct the duties and activities of these days. Work on such days will be compensated at the paraprofessional's regular rate of pay.
- C. By the first Friday in August of each school year, the District will notify each paraprofessional by first class mail as to the specific date of the first duty day for paraprofessionals, including calendar, pay schedule, Professional Development information, and any other relevant information. This information may be provided via email if so requested by the paraprofessional.

ARTICLE XIII

DURATION

This agreement shall be effective from September 1, 2018, and shall continue in full force and effect until midnight, August 31, 2021, and from year to year thereafter, unless prior to expiration date, either party shall notify the other in writing of its desire to bargain a successor agreement.

It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL
DISTRICT

By *Aus Murphy*
President of Board

Date 11/13/2018

PORT HURON SCHOOL
ASSOCIATION OF PARAPROFESSIONALS

By *Rumda Conley*
President of Association

Date 11/26/2018

"DISTRICT"

Maac Erich
Chief Negotiator

Jabricia Wachtel
Team Member

Kate Petersen
Team Member

Team Member

Team Member

Team Member

"ASSOCIATION"

Rumda Conley
Chief Negotiator

Judith K. Grant
Team Member

Sharon D. Coe
Team Member

Team Member

Team Member

Team Member

EXHIBIT A**WAGE SCALE**

All step increases will take place at the beginning of the school year for the duration of this contract.

| STEP | | STEP | 2018-19 | STEP | 2019-20 | STEP | 2020-21 |
|------------------|---------|-------|---------|-------|---------|-------|---------|
| | Current | Years | New | Years | 1% | Years | 1% |
| A – Probationary | \$9.50 | 1 | \$10.00 | 1 | \$10.10 | 1 | \$10.20 |
| B - year 2-4 | \$10.46 | 2-4 | \$10.65 | 2-3 | \$10.76 | 2 | \$10.86 |
| C – year 5-9 | \$11.50 | 5-7 | \$11.65 | 4-6 | \$11.77 | 3-5 | \$11.88 |
| D – year 10-14 | \$12.50 | 8-9 | \$12.10 | 7-8 | \$12.22 | 6-7 | \$12.34 |
| E – year 15+ | \$13.50 | 10-11 | \$12.75 | 9-10 | \$12.88 | 8-9 | \$13.01 |
| F | | 12-14 | \$13.25 | 11-13 | \$13.38 | 10-12 | \$13.52 |
| G | | 15 | \$14.00 | 14 | \$14.14 | 13 | \$14.28 |

Adjustments to Base:

Paraprofessionals with an Associate Degree in a related field (as determined by the District) will receive \$0.15 added to the base hourly rate.

Paraprofessionals with a Bachelor Degree or higher in a related field (as determined by the District) will receive \$0.30 added to the base hourly rate.

Paraprofessionals assigned to special education or medical positions will receive \$0.15 added to the base hourly rate.

Paraprofessionals with 20 or more years of service will receive \$0.10 added to the base hourly rate.

EXHIBIT B

Grievant: _____

Number: _____

**PORT HURON AREA SCHOOL DISTRICT
RECORD OF GRIEVANCE PROCESSING**

| <u>Step</u> | <u>Required Action</u> | <u>Initiator</u> | <u>Time Limitations</u> | <u>Date of Action</u> |
|-------------|---|--------------------------|--|-----------------------|
| 1. | File grievance | Grievant (1) | Within 15 days of alleged grievance (2) | _____ |
| | Grievance received | Administrator (3) | Within 15 days of alleged grievance | _____ |
| | Disposition made | Administrator | Within 5 days of receiving grievance | _____ |
| | Disposition received | Grievant | Within 5 days of receiving grievance | _____ |
| 2. | Appeal Filed | Grievant (1) | Within 5 days of receipt of disposition | _____ |
| | Appeal received | Superintendent | Within 5 days of receipt of disposition | _____ |
| | Hearing held | Superintendent | Within 5 days of receipt of appeal | _____ |
| | Disposition made | Superintendent | Within 5 days of hearing | _____ |
| | Disposition received | Grievant | Within 5 days of hearing | _____ |
| 3. | Notice of non-acceptance of Superintendent's decision | Grievant | Within 10 days of Superintendent's determination | _____ |
| | Applied for arbitration | Grievant/ Association | Within 20 days of Notice of Appeal | _____ |

Grievant prepares three (3) copies:

- (1) And/or Association
- (2) All days are school days
- (3) Line Administrator/Building Principals

- 1. Administrator
- 2. Association
- 3. Paraprofessional

GRIEVANCE SHEET

NAME OF GRIEVANT _____

ASSIGNMENT: _____ BUILDING: _____

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance; pertinent Article, Section, Paragraph and page(s) of Professional Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

VIOLATION:

RELIEF SOUGHT:

Date

Signature of Grievant

Association Participating _____

Association to be informed _____

Initials _____

Date _____

ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR
ASSOCIATION POSITION SHEET

NAME OF GRIEVANT: _____

ASSIGNMENT BUILDING: _____

DATE OF GRIEVANCE: _____

STATEMENT OF DISPOSITION OF: _____

(Statement of Disposition to be signed and dated by Administrator)

Date _____ Signature of Administrator _____

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO
DISPOSITION:

(To be signed and dated by grievant and/or Association)

Date

Signature of Grievant

**PORT HURON AREA SCHOOL DISTRICT
EVALUATION FORM
PORT HURON AREA SCHOOL ASSOCIATION OF PARAPROFESSIONALS**

Name: _____ Job Assignment: _____
 Building: _____ Evaluator: _____

Purpose: This evaluation is a means by which our supervisors are able to assist the paraprofessionals in determining their strengths and areas of improvement. We hope this will be used as a guide for possible improvement.

Process: The evaluation is to be completed at the end of the 45 day probationary period and at the end of the first year of employment for a probationary paraprofessional. It is to be completed by the employee’s supervisor at least once every two years thereafter. The original will be placed in the employee’s personnel file and a copy given to the employee.

A conference will be held in which the supervisor and the employee discuss the contents of the evaluation form. If the employee disagrees with the evaluation, he/she may attach a written statement to the evaluation form.

If the employee is checked under “Needs Improvement” or “Does Not Meet Expectations” the supervisor must include an explanation of his/her concern, recommendations for improvement and the supervisor’s expectations. If the General Rating is “Needs Improvement” or “Does Not Meet Expectations” then the paraprofessional will be evaluated annually until the General Rating is “Meets Expectations” or “Exceeds Expectations”.

| | Exceeds Expectations | Meets Expectations | Needs Improvement | Does Not Meet Expectations | Not Applicable |
|--|----------------------|--------------------|-------------------|----------------------------|----------------|
| ABILITIES | | | | | |
| Accuracy and Quality of Work: Knowledgeable of the job requirements. Uses equipment and supplies effectively. Demonstrates neatness, thoroughness, effectiveness, and efficiency under pressure or in emergency conditions. | | | | | |
| Knowledge of Students and Their Needs: Understands the needs of the students served and demonstrates willingness to learn about the students. | | | | | |
| Communication Skills: | | | | | |

| | | | | | |
|---|--|--|--|--|--|
| Uses well-chosen and correct words both verbally and in writing. | | | | | |
| RELATIONSHIPS | | | | | |
| Relationship with Students: Displays self-control and responds appropriately to frustrating situations. Knowledge of school policy regarding discipline. Sets a good example for students. Treats students in a pleasant, respectful manner and always strives to help them. | | | | | |
| Ability to Work With Others: Gets along well with co-workers, administration, and the general public. | | | | | |
| Acceptance of Constructive Criticism: Willingness to accept constructive criticism. | | | | | |
| PERSONAL QUALITIES | | | | | |
| Professionalism: Presents a professional appearance to parents, students and staff. Adheres to the policies and procedures of the District. | | | | | |
| Judgment and Common Sense: Uses good judgment in all matters requiring individual decisions. | | | | | |
| Attendance/Punctuality: Reports for work on time. Is reliable and dependable. | | | | | |
| Initiative and Flexibility: Capable of self-direction and has the ability to accomplish work often unassigned. Shows desire for self-improvement and an ability to adapt to change. | | | | | |
| General Attitude Toward Assignment: Has a positive outlook and willingness to carry out work assignments. | | | | | |
| GENERAL RATING | | | | | |

General comments regarding areas of strength:

General comments regarding areas for improvement:

Immediate Supervisor Signature

Position

Date _____

My signature indicates that I have received a copy of this evaluation.

Note: The presence of the employee's signature should indicate that the evaluation has been received by the employee. The signature does not necessarily imply agreement with the evaluation.

Check if employee response is attached.

Employee Signature

Date

Copies:

Original - Personnel

Second - Building Files

Third - Employee

**PORT HURON AREA SCHOOL DISTRICT
VACANCY BID FORM – NON-CERTIFIED BARGAINING UNIT MEMBERS**

To the Department for Human Resources: I am interested in the following vacancy:

POSITION _____ BUILDING _____

YOUR NAME _____

ADDRESS _____ PHONE _____

CITY _____ ZIP CODE _____

PRESENT POSITION & BUILDING _____

SIGNATURE _____ DATE _____

SENIORITY DATE

For office use only

LETTER OF UNDERSTANDING

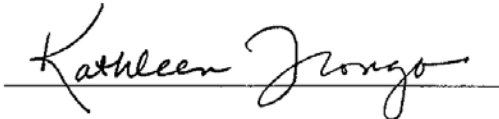
Port Huron School Association of Paraprofessionals/MEA

The Port Huron Area School District and the Port Huron School Association of Paraprofessionals/MEA agree to the following language:

Upon approval of the Port Huron Area School District Department of Human Resources, two (2) members of the Port Huron School Association of Paraprofessionals may exchange assignments within the District for a period of one (1) year. Upon approval of the District and the two (2) paraprofessionals, the transfer shall continue. At the commencement of the second year, the transfer shall be considered permanent. Upon the approval of the exchange by the District, the parties involved will not be allowed to bid at the fall bid meeting that year only.



For the District



For the Association

8/19/09

Date

8/19/09

Date