

**PARAPROFESSIONAL**

**AGREEMENT**

**BETWEEN**

**BANGOR PUBLIC SCHOOLS**

**AND**

**S. E. I. U.  
LOCAL 517M**

**JULY 1, 2011 - JUNE 30, 2013**

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## ARTICLE I

### PREAMBLE AND RECOGNITION

#### A. Preamble

This Collective Bargaining Agreement is entered into this 1<sup>st</sup> day of July, 2011, by and between the Bangor Public Schools, hereinafter referred to as the "BOARD", and the Local 517M, Service Employees International Union (SEIU), hereinafter referred to as the "Union".

The Board and the Union recognize their mutual obligations pursuant to Act 379 of the Public Acts of 1965 to negotiate collectively with respect to hours, wages, and terms and conditions of employment.

Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make proposals and agreements with regard to all negotiable subjects.

#### B. Recognition

1. The Board hereby recognizes the Union as the exclusive negotiation representative for all full and regular part-time paraprofessionals (scheduled four hours or more per day for the school year) in the following classifications/locations: kitchen, primary school, elementary school, middle school, high school, and the community education center.
2. All central office, supervisory, casual, temporary substitutes, and all other employees are excluded.
3. Any person employed in the position listed in B.1. above shall be referred in this Agreement as "EMPLOYEE(S)".

## ARTICLE II

### UNION AND MEMBER RIGHTS

#### A. Facilities/Equipment

The facilities and equipment of the District shall be available to the Union in accordance with Board Policy.

#### B. Freedom of Information

The Board agrees to furnish to the Union, in response to reasonable requests, all available information covered by the Freedom of Information Act.

#### C. Posting

The Union shall be allowed to post information regarding Union business on bulletin boards, currently in existence, within school buildings.

#### D. Files

Each employee shall have the right, by appointment, to review the contents of his/her his/her personnel file. The file and its contents are property of the Bangor Public Schools. The employee or his/her representative may not remove any item found in the file.

#### E. Disciplinary Action

1. For the purpose of this Agreement, discipline is the action taken by the Board, for cause, as a result of unsatisfactory behavior by an employee. The parties agree that discipline shall be applied in a progressive manner and shall be intended to correct behavior. However, infractions of a serious nature, as determined by the Board, may bypass the progressive model. Disciplinary steps may include verbal warning, written warning, unpaid suspension, and/or discharge .
2. The Board, if its representative(s) believe disciplinary action may take place, shall notify the employee(s) of their right to Union representation.
3. The Board agrees to provide the employee with written notification of the specific reasons for any discipline action taken that is to be made a part of the employee's personnel file.
4. An appeal regarding disciplinary action will be submitted to Step II of the grievance procedure within ten (10) calendar days from the date disciplinary action was meted out.
5. An employee shall be entitled to have present a representative of the Union during any meeting at which recorded disciplinary action is taken by the Employer. Said representative shall be obtained within twenty-four (24) hours. In any event, said meeting may occur within one week.

F. Agreement Copies

The Board shall reproduce this Agreement, and provide all employees with a copy of the Agreement. An additional five (5) copies will be provided to the Union.

ARTICLE III

UNION DUES

A. Voluntary

Each employee who is a member of the union, or who has applied for membership, may voluntarily sign and deliver to the Board an assignment authorizing the deduction of Union dues, the amount of which shall be established by the Union. Pursuant to such authorization, the Board shall deduct such dues from the employee's paycheck each month (September through June). The monthly sum deducted as dues shall be remitted once per month to the Union accompanied by a list of employees from whom the deductions have been made.

B. Required

This section is applicable only for those persons hired into positions represented by the Union on or after the date of this Agreement being signed by both the Union and the Board.

1. In accordance with the terms of this Article, each member of the bargaining unit within sixty (60) days of employment shall join the Union or pay a Service Fee to the Union.
2. Employees, joining the Union, shall pay dues or a Service Fee to the Union in accordance with its policies and procedures.
3. Employees, not joining the Union, shall pay a Service Fee to the Union as determined in accordance with the Union Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in the policy shall be exclusive, and, unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred. Said Service Fee shall not exceed the amount of the Union dues collected from Union members.
4. In the event that the bargaining unit member shall not pay the Service Fee (called for in B.2. above) directly to the Union or authorize payment through payroll deduction, the Board shall, pursuant to MCLA 408.477, MSA 17.277 (7) and at the request of the Union, deduct the Service Fee from the bargaining unit member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Union or its designee no later than thirty (30) days following deduction.
5. The Union, in all cases of mandatory fee deductions, pursuant to MCLA 408.477, MSA 17.277 (7), as amended, shall notify the bargaining unit member of non-

compliance by certified mail, return receipt requested, or by personal service with proof thereof. Said notice shall detail the non-compliance, and shall further advise the bargaining unit member that a request for wage deduction may be filed with the Board in the event compliance is not effected. If the bargaining unit member fails to remit the service fee or authorized deduction for same, the Union may request the Board to make the deduction. The Board, upon receipt of the request for an involuntary deduction, shall provide the bargaining unit member with the opportunity for a due process hearing, which shall be limited to the question of whether the bargaining unit member has remitted the service fee to the Union or authorized payroll deduction for same. Should a court find that involuntary payroll deductions are illegal or improperly authorized hereunder, such practice shall immediately be discontinued.

6. Upon written authorization by a bargaining unit member or pursuant to paragraph B.4., the Board will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The Union will be responsible for producing an authorization form that will include a statement of dues and service fee charges. This form is to be distributed by the Union and signed by the bargaining unit member.

### C. Political Expenditures

1. The Union has established "POLICY REGARDING OBJECTIONS TO POLITICAL-IDEOLOGICAL EXPENDITURES", a copy of which shall be provided to each non-union bargaining unit member by the Union, along with the Administrative Procedures, including the timetable for payment pursuant thereto, applied only to non-union bargaining unit members. The remedy set forth in those policies shall be exclusive, and unless and until such procedures are exhausted, including any administrative or judicial review thereof, no dispute, claim or complaint by any objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
2. Upon written authorization by a bargaining unit member pursuant to paragraph C.1. above, the Board will deduct the appropriate amount of the Political Expenditures Fee from the bargaining unit member's wages. The deductions will be made in equal amounts, from the paychecks of the bargaining unit member, beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Union, and continuing through the last pay period in June of each year. Monies so deducted will be transmitted to the Union or its designee, no later than thirty (30) days following each deduction.
3. Nothing in this article shall be interpreted to require involuntary or passive deduction of employee contributions, to political action funds of the Union or its affiliates. Such deductions shall be made only with the full, free and written affirmative consent of the bargaining unit member, on file with the Board, in conformance with applicable law. The Union will reimburse the Board for administrative costs incurred in connection with making these deductions.



D. COPE

1. COMMITTEE ON POLITICAL EDUCATION (COPE): During the terms of this Agreement, the Board will honor an annual written authorization signed by any Employee for the deduction of voluntary COPE and/or SEIU Local 517M Political Action Committee contributions to the Union. Such written authorizations shall be on a form consistent with federal law and this Agreement and shall be in accordance with the standard form submitted to the Board by the Union.
2. The Union shall notify the Board, in writing, of the amount of voluntary COPE contributions to be remitted to the Union. The Board will cause such voluntary contributions to be remitted at the same time all other monthly remittances are forwarded to the Union, together with a written statement of the names of the Employees from whom deductions were made.
3. The Union shall reimburse to the Board the cost for the COPE deductions in the amount of \$.05 per form.

E. Hold Harmless

The Union agrees to indemnify and hold harmless the Board of Education and its agents for errors and/or omissions made as a result of information provided by the bargaining unit member and/or the Union that is necessary for the implementation of this Article of Agreement. Further, the Union shall hold the Board harmless for any and all claims, demands, suits, or other forms of liability by reason or action taken or not taken by the Board or its designated agents for the purpose of complying with the provisions of this Article. In the event that this hold harmless provision shall be rendered void by court decision or interpretation of a court of competent jurisdiction, the provisions of this Article shall be immediately suspended as it relates to agency fee payers.

## ARTICLE IV

### SENIORITY

#### A. Definition

Seniority shall be defined as the length of an employee's continuous service with the District since his/her last date of hire. Last date of hire shall be the date upon which the employee first reported for work, at the instruction of the Employer, in a position represented by the Union since which he/she has not quit, been discharged, nor been laid off more than eighteen months.

#### B. Probation

1. Employees shall be considered as probationary for the first sixty (60) workdays. Upon the notification by the Board to the Union, the probationary period will be extended an additional thirty (30) workdays.
2. There shall be no seniority for probationary employees.
3. Probationary employees may be disciplined or discharged without recourse to the grievance procedure.
4. Upon satisfactory completion of the probationary period, employees shall be entered on the seniority list effective on their most recent date of hire, in a position represented by the Union.

#### C. Loss of Seniority

An employee shall lose seniority if:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed.
3. He/she is absent for two (2) consecutive days, without notifying the Employer, and cannot justifiably excuse the lack of notice.
4. He/she does not return to work when recalled from lay-off, as set forth in the recall procedure.
5. Failure to return from a leave of absence at the end of the authorized period, without justifiable cause.
6. Retirement.

D. Notification

A seniority list shall be provided to the Union annually, and submitted no later than September 15<sup>th</sup> of each year.

E. Top Seniority

The Unit President and Chief Steward shall have by virtue of their union office, where contract administration duties are demonstrated, top seniority within the unit for the purpose of layoffs and recalls provided there are jobs they are qualified to perform.

F. Tie Breaker

In the event two (2) or more employees have the same date of hire, and immediately upon the employees completing probation, the Union will draw lots to determine placement on the seniority list. The drawer of the shortest lot will be placed below any drawer of a longer lot. The result of the drawing shall be conveyed to the Superintendent's secretary for purposes of the seniority listing.

G. Union Notification

The Board will notify, in writing, the local Union President the names and assignment of:

1. New Hires
2. Employees who have terminated employment.
3. Employees who have gone on approved leave of absence without pay for three (3) months.

## ARTICLE V

### BOARD RIGHTS

#### A. Laws and Authority

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Laws of the State of Michigan and of the Federal Government of the United State. Except as stated by this Agreement, all the rights, powers, and authority the Board had prior to this Agreement is retained by the Board.

#### B. Management and Control

It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are relinquished herein by the Board, shall continue to vest exclusively by the Board without prior negotiations with the Union, either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include, by way of illustration and not by way of limitation, the right to:

1. Manage and control its business, its equipment, and its operations, and to direct the working forces and affairs of the Employee.
2. Continue its rights, policies, and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify, or changes any work, business, school hours, or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees.
4. Adopt reasonable rules and regulations.
5. Determine the services, supplies, equipment, number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof, and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
6. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
7. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as provided for in this Agreement.
8. Determine the policy affecting the selection testing, or training of employees, providing that such selection shall be based upon lawful criteria.

9. The Board shall continue to have exclusive right to establish, modify, or change any condition except those covered by provisions of this Agreement.
10. The Board shall determine all methods and means to carry on the operation of the schools.
11. To exercise management and administrative control of the school system, and its properties and facilities.
12. To establish hiring procedures and qualifications.
13. To establish the school year, the work year, course of instruction, in-service training programs for employees and to require attendance at any workshop, conference, etc., by employees, including special programs during the workday.
14. The Board shall continue the right to determine and re-determine job descriptions.

C. Limits

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Laws of the State of Michigan and the Laws of the United States.

D. Administrative Staff

The Board, in carrying out its responsibilities, acts through its Administrative Staff.

## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Definitions

1. A grievance shall be defined as an alleged violation of any specific article(s) and section(s) of this Agreement, as claimed by an employee or group of employees who is/are directly affected by the alleged violation.
2. Any employee or group of employees making such claim shall be known as the grievant(s).
3. A day(s) as used in this article means weekday(s) (Monday through Friday) except the official state and national holidays.

#### B. Hearing Levels

##### 1. Level I – Oral

When a cause for claims occurs, and within five (5) days from the date on which the cause occurred, the affected employee(s), hereinafter referred to as the grievant, shall (only if he/she or they wish to pursue the matter as a grievance) request a meeting with his/her or their immediate Supervisor in an effort to resolve the matter. The Union may be notified by the grievant and a representative of the Union may be present with the grievant at such meeting. If the grievant(s) is/are not satisfied with the result(s) of the meeting, he/she/they shall (only if the grievant wishes to move the grievance to the next level) formalize the matter, in writing, as provided hereunder.

##### 2. Level II – Written – Immediate Supervisor

In the event the matter is not resolved in a conference between the grievant and the Immediate Supervisor, the matter shall be submitted, in writing, to the Immediate Supervisor. This submission shall be submitted within five (5) days of the meeting held as required in Level I.

The written grievance shall contain at least the following information:

- a. The name(s) of the grievant(s).
- b. The date of the cause giving rise to the alleged violation(s).
- c. The facts (time, date, place, who was involved and what happened) giving rise to the alleged violation(s).
- d. The article(s) and section(s) alleged to be violated.
- e. A statement by the grievant(s) as to how the facts indicate a violation of this Agreement.
- f. The relief requested.

Within five (5) days of the receipt of the written grievance, the Immediate Supervisor shall conduct a hearing with the grievant(s) to discuss the data stated on the written grievance. The Immediate Supervisor shall submit a written answer to

the grievant(s) within five (5) days after the conclusion of the meeting stated above. The written answer shall grant, deny, or offer a portion of the relief requested.

3. Level III – Written – Superintendent

In the event the grievant is not satisfied with the disposition of the grievance at Level II or if no disposition has been made within the required time allowance in Level II, the grievance may (shall, if the grievant wishes to pursue the grievance) be transmitted to the Superintendent or his/her designee. Within seven (7) days after the Superintendent or designee received the written grievance, the Superintendent or designee will conduct a meeting with the grievant(s) or its representative(s) to discuss and make an attempt to resolve the matter. The Superintendent or designee will, within ten (10) days after the conclusion of the meeting, render a written decision thereon.

4. Level IV – Arbitration/Mediation

In the event the grievant(s) is/are not satisfied with the disposition of the grievance at Level III and within ten (10) days from receiving the written answer from Level III, the grievant(s), with approval from the Union, may request arbitration/mediation. Only a dispute concerning discharge or suspension without pay for more than five (5) days may be submitted to an arbitrator. All other grievances may be submitted to mediation.

Arbitration:

- a. The Arbitrator will be selected from a list of arbitrators provided by the Michigan Employment Relations Commission.
- b. The Union and the Board will share the arbitrator's fee equally.
- c. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Any monetary awards of the arbitrator shall be limited to the actual losses of wages and fringe benefits subject to this contract claimed by the grievant(s), and no awards for punitive damages shall be prescribed. Both parties agree to be bound by the award of the arbitrator, and agree that judgment thereon may be entered in any court of competent jurisdiction.

Arbitration awards or grievance settlements will not be retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be earlier than the beginning of the school year in which the grievance was filed.

Mediation:

The Union shall request that a Mediator be assigned through the Michigan Employment Relations Commission. A mediation meeting shall be set up as soon as possible with all parties concerned. With the assistance of the State

Mediator, the parties shall attempt to reach a mutually satisfactory resolution to the grievance.

C. Additional Conditions

1. Time limits, as expressed in the levels stated above, may, by mutual written agreement between the grievant(s) and the Immediate Supervisor or Superintendent or designee, be extended. The request for a time extension must be made within the prescribed time limits found in the applicable level stated above.
2. Any grievance begun while this Agreement was in effect, including a mutually agreed upon extension of the Agreement which was placed in writing, may be processed through the procedure stated above. No grievance shall be filed for any cause that occurred prior to the effective date of this Agreement or after the termination date of this Agreement except for the articles and sections, if any, which were mutually agreed to be extended and only up to their termination date.
3. Any grievance which is not appealed to the next higher step of the procedure within the time limit specified, will be considered settled on the basis of the decision rendered at the last level utilized.



ARTICLE VII  
LAYOFFS AND RECALLS

A. Layoff

When the Board determines that a layoff is necessary, those employees with the least seniority shall be laid off first provided the higher seniority employees are \*qualified to perform the work. For purposes of layoff only, Food Service paraprofessionals shall be considered a separate classification from all other paraprofessionals. That is, if the Board determines that a layoff is necessary among the Food Service paraprofessionals, the least senior Food Service paraprofessional shall be laid off first, and shall not be allowed to “bump” into a non-Food Service position, and if the Board determines that a layoff is necessary among the non-Food Service paraprofessionals, the least senior non-Food Service paraprofessional shall be laid off first, and shall not be allowed to “bump” into a Food Service position.

Notice of possible layoff will be given to employees as early as possible. During the school year notice will be given two (2) weeks before a layoff occurs. During the summer, every attempt will be made to notify employees no later than the July School Board meeting.

B. Recall

In cases of recall, the employees shall be recalled in the reverse order of which they were laid off provided those being recalled are \*qualified to perform the work.

C. Vacancies

No new employee shall be hired into any classification in which there are seniority employees laid off provided those on layoff are \*qualified to perform the work.

D. Recall Notification

Notice of recall shall be sent by certified mail to the employee’s last known address. Recalled employees must report to work within ten (10) calendar days of the date the notice was sent or they shall be considered a voluntary quit.

E. Lay Off List

Laid off employees shall remain on the recall list for eighteen (18) months from the date they were laid off, or for a period equal to their total months of employment, whichever is less.

\* Qualified means: As determined by the Board.

## ARTICLE VIII

### VACANCIES, JOB OPENINGS AND TRANSFERS

#### A. Definitions

A vacancy shall be defined as an unfilled position that the Board intends to fill. Temporary vacancies of six (6) weeks (30 workdays) or less shall not be considered a vacancy, as defined by this Article, and shall not be subject to the conditions set forth.

#### B. Vacancies

When a vacancy exists among positions represented by the Union, the Board shall publicize the same by giving written notice of such vacancy to the president of the Union and provide the appropriate position on the bulletin board in each building for a period of seven (7) scheduled parapro working days and will not be permanently filled until the expiration thereof. A copy of the posting will be emailed to Office Parapro in all buildings. Said posting shall contain:

1. Type of work
2. Location of first day of work
3. Anticipated starting date
4. Rate of pay
5. Anticipated hours to be worked
6. Classification
7. Qualifications Required

#### C. Bid Slip

Anyone desiring to fill such vacancy must turn in to the Superintendent a bid slip within the specified posting time limits.

#### D. Applicants

Vacancies shall be filled with the most \*qualified applicant. In the event two or more applicants are equally \*qualified and the applicants are currently employed in positions represented by the Union, the Board will select the applicant with the greatest seniority as defined in Article IV. Likewise, if two applicants, one who is not employed by the Board in a position represented by the Union and one who is employed by the Board in a position represented by the Union, are determined to be equally \* qualified, the applicant who is employed in the position represented by the Union will be given the position.

E. Trial Period

The successful applicant will be given up to forty-five (45) days to prove he/she is able to satisfactorily perform the work. Written evaluation will be made after thirty (30) days and before forty-five (45) days, with a plan of improvement for problem areas. The administrator, Title I coordinator, and employee will work jointly to develop an evaluation instrument and procedure. Should an employee be unable to perform satisfactorily, he/she will be returned to their former classification without loss of seniority, or in the case of a new employee, be discharged.

F. Involuntary Transfers

The Board shall have the right to temporarily transfer employees for up to fifteen (15) workdays, unless, extended due to implementing the hiring process. After such period, the employee shall have the right to return to their position. In the event that the Board determines that a permanent transfer is necessary, the Board shall attempt to make the transfer utilizing employees voluntarily willing to transfer. In the event that no employee is willing to voluntarily transfer, the Board shall have the right to involuntarily transfer an employee to cover the need. In determining which employee is to be transferred, the Board shall endeavor to transfer the least senior employee in the affected classification, if possible.

\* Qualified means: As determined by the Board.

## ARTICLE IX

### LEAVE OF ABSENCE

#### A. Sick Leave Days

At the beginning of each school year, all paraprofessionals with at least one year of seniority will be credited with ten (10) days of sick leave time, (a sick leave day is equivalent to your average daily hours). Unused sick days may accumulate to a maximum of ninety (90) days. Employees with less than one year of seniority will be credited with one day each month up to ten (10) days.

##### 1. Sick Leave Uses

Employees may use available leave time as necessary for Doctor's appointments, to recover from a personal illness, injury, disability, or care of family members.

Employees with children/grandchildren enrolled in the District may use up to two (2) of their allowed sick days for personal business pertaining to their children/grandchildren who attend Bangor Public Schools (school programs, field trips, college visitations). Such days shall not count as a use of a sick day for the attendance bonus program (Article XI, Section G.)

- a. After three (3) consecutive sick days, management reserves the right to require a doctor's slip to return to work.
- b. Employees will not normally be allowed use a paid sick day either the day prior to a holiday or the day after a holiday. Any deviation from this policy must be approved by the Superintendent or designee.

##### 2. Personal Business

Two (2) days per year, (which are deducted from accumulated sick leave) may be used for personal business that the employee cannot conduct at any time outside working hours. Use of a personal day is subject to the following rules:

- a. An employee must notify his/her immediate supervisor at least three (3) days in advance of his/her intent to use a personal day, except in case of an emergency. The Supervisor will give the employee his/her response as soon as practicable, normally within two (2) working days from the date the employee submits the request.
- b. A personal business day may not be used to lengthen a holiday or vacation period. Nor may a personal business day be used to seek other employment or for recreational purposes, (e.g., hunting or sport events). Personal business days may be used the day before or after a holiday or vacation period provided written approval is received from the Superintendent.
- c. Except in the event of an emergency, no more than one (1) paraprofessional per building will be allowed to take a personal business day on any one workday.

##### 3. Unused Sick Leave Payment

Employees with at least 10 years of service shall be paid \$20.00 per day for each day accumulated up to 90 days, provided the employee's accumulation is at least 45 days at the time they leave employment with the District.

#### 4. Inclement Weather

Employees shall not be charged for use of a sick day or personal business day on days that school is closed due to inclement weather.

#### B. Bereavement Leave

In the event there is a death of a listed relative of an employee or his/her current spouse, such employee shall be allowed up to three (3) days (not deducted from accumulated sick leave), bereavement pay and up to five (5) days for the death of spouse or child. The employer shall pay the first three (3) days for a listed relative, and the first five days for spouse or child. Listed relatives are: grandparents; grandchildren; parents; brother; and sister. For nieces, nephews, aunts, uncles, cousins, and brothers-in-law and sisters-in-law not covered above, the employee may use one (1) bereavement day.

#### C. Use of Leave Time pursuant to this Article is subject to the following rules:

1. Employees must specify the reason for which they are requesting the use of leave time; in case of personal illness, requests should be made as far in advance as possible, but in no event later than one (1) hour prior to their scheduled starting time, providing someone is available to receive notice; in cases of illness or death in the immediate family, request must be made, except in emergency situations, twenty-four (24) hours or one (1) workday, whichever is greater, prior to commencement of the required leave. Requests must be made to the employee's direct supervisor.
2. Abuse of leave days (i.e., absence for other than a legitimate purpose as defined by this Article) is cause for discipline up to and including discharge.

#### D. Unpaid Leave

An employee whose personal illness extends beyond his/her accumulated sick leave shall be granted an unpaid leave of absence provided a physician requires it, and that it not exceeds the length of employment by the district. Unpaid leave also means that all other benefits cease. However, the employee may continue health insurance coverage, provided he/she pay the required premium each month in advance.

#### E. Notification

The Board agrees to inform each employee at least once a year of the total number of sick leave days they have accumulated.

#### F. Jury Duty

Paid leave shall be granted to an employee who is required to serve on a jury providing any pay, less expense for travel allowance, said employee receives for such service is tendered to the District. Further, if the employee is not selected to serve on a jury and is relieved of such obligation, the employee shall immediately report for work. Employees may be so assigned to appear upon being subpoenaed to testify as a court witness in a school related matter. Any witness fees, in such event, would be tendered to the District.

G. Returning from Leave

An employee returning from a leave will be returned to his/her previously held position or a substantially equivalent position for which he/she is qualified, providing he/she may only displace an employee with less seniority than himself/herself. If there are no employees that he/she is qualified to replace with lower seniority than the returning employee, he/she shall be placed on layoff.

H. Voluntary Quit

Any employee who fails to return from a leave of absence on the specific date shall be considered a voluntary quit and shall lose all rights to employment in the District.

I. Unpaid Leave

Employees who have at least three (3) years experience with the District may make a written application to the Superintendent for an unpaid leave of absence, not to exceed one (1) year. Unpaid leave also means that all other benefits cease. However, the employee may continue health insurance coverage, provided he/she pay the required premium each month in advance. Unpaid leave of absence may be granted for extended illness of the employee, or member of the employee's immediate family. Such leave may also be granted for military "duration of duty", educational, governmental and/or professional service and maternity. Application for such leaves shall set forth the following minimal information:

1. Name, date, applicant's signature.
2. Nature of request.
3. Reason for the request and any additional data or documentation the employee feels will bear on the merits of the requested leave of absence.
4. Dates applicant desires to commence and terminate leave of absence.

J. Family Medical Leave

Family Medical Leave Act qualifies those working a minimum of 1250 hours per year.

K. Union Leave

The Board agrees to grant up to forty (40) hours of Union leave per year. All such hours shall be without pay. Not more than two (2) employees may be granted Union

leave at one time. The leave may be used for attendance at conventions, workshops, schools, and other similar activities related to the representation of the employees covered by this Agreement. A request for Union leave shall be made in writing not less than two (2) working days prior to the leave.

## ARTICLE X

### HOLIDAYS

#### A. The Holidays

Each employee, who is not on probationary status, will be paid for his/her normal workday at his/her regular rate of pay for the following holidays:

1. Thanksgiving Day
2. Christmas Eve
3. Christmas Day
4. New Year's Day
5. Memorial Day
6. New Year's Eve

#### B. Eligibility

To be eligible for holiday pay, the employee must have worked his/her last regularly scheduled day before the holiday and the first regularly scheduled day after the holiday.



## ARTICLE XI

### MISCELLANEOUS

#### A. Act of God Days

Employees are not required by the Board to work on days when school is closed due to Acts of God. On days closed for Acts of God and counted for purposes of state aid, regular employees will receive their compensation for up to five (5) days.

#### B. Assignment

Each employee will be notified, in writing, prior to the school year of his/her assignment, duties, work hours and the identity of his/her immediate supervisor. In the event of an assignment change during the school year, the employee will be notified orally and in writing as soon as possible.

#### C. Mileage

In the event an employee is requested by his/her supervisor to use a personal automobile or truck for conducting Board business and he/she agrees to use his/her personal automobile or truck, he/she will be paid at the current mileage rate set by the Board. Traveling to any building or place while reporting to a regular assignment within the District shall not be considered Board business.

#### D. Injuries

An employee who is injured while on the job assignment must report promptly to the employee's immediate supervisor or office. At that time, an accident report must be completed (form filled out) and signed. In the event the injury is major and the employee cannot accomplish this requirement, it shall be completed as soon as possible.

#### E. Working Hours

Each employee shall be allowed one (1) unpaid lunch period of thirty (30) minutes each day.

- F. Each bargaining unit food service employee who has finished his/her probationary period and is qualified to satisfactorily perform the work required, when requested by the Board, shall be offered special assignment (banquets, fund raisers, etc.) on a rotation basis. It is understood that, for purposes of fairly allocating such available work only, a refusal to accept such assignment when offered shall be considered as if the employee accepted the same. Assignments shall begin with the employee with the most seniority.

The beginning date shall be as follows: 2004-2005 – The first Monday following approval by the Board and ratification by the Union; following years – at the beginning of the school year.

Any employee who is not interested in receiving an extra assignment may sign an annual waiver and therefore will not be requested to work a special assignment.

G. If an employee does not use any sick days during each half of the year, the employee will be compensated at the following rates:

Beginning of the school year through the end of the first semester:	\$50.00
Beginning of the second semester through the end of the school year:	\$50.00

## ARTICLE XII

### INSURANCE

#### A. Eligibility

To be eligible for the insurance benefits stated below, the employee must be employed and work for the Board at least one thousand (1,000) hours per year.

#### B. The Benefits

1. Annual Deductibles: \$250/employee  
\$500/family
2. Co-Pays: 80/20% general services  
\$1,000 limit on co-payment  
\$2,000 limit per family
3. Drug card co-pays: \$10 generic drugs  
\$20 brand drugs
4. Any premium cost, for benefits selected by the employee, which are beyond the health medical, the employee will pay via payroll deductions.
5. The Parties have agreed to change the insurance carrier/benefit levels to the MESSA Choices II plan as soon as practicable following ratification, with the following changes effective upon the implementation of the new insurance plan:
  - a. Deductibles: In-Network: \$200/\$400  
Out of Network: \$400/\$800
  - b. Office Visit/Urgent Care/ER Copay: \$20/\$25/\$50
  - c. Drug Card Co-pays: \$10/\$20

#### C. Method of Payment

Effective July 1, 2011 The Board shall pay an amount equal to the Single Subscriber rate for the benefits stated above. Effective August 1, 2011 the Board shall pay 90% of the Single Subscriber rate for the insurance plan in effect on that date and the employee shall pay 10%. Effective July 1, 2012 the Board shall pay 85% of the Single Subscriber rate and the employee shall pay 15%. Any cost above the Board's payment shall be paid by the employee via payroll deduction. In the event the employee will not be receiving a paycheck covering future premium(s) (such as summer months), the employee shall submit a plan for payment to the Board prior to the premium due date.

#### D. Effective Date

Each probationary employee who completes his/her probationary period shall have his/her insurance begin the first month following completion of the probationary period.

#### E. Rules and Regulations

The terms of insurance are subject to the rules and regulations of the underwriter.

ARTICLE XIII

WAGES

Step	Effective July 1, 2011	Effective July 1, 2012
1	\$9.77	\$9.77
2	\$9.97	\$9.97
3	\$10.16	\$10.16
4	\$10.37	\$10.37
5	\$10.58	\$10.58
6	\$11.00	\$11.00
7	\$11.33	\$11.33
8	\$11.67	\$11.67
9	\$11.90	\$11.90
10	\$12.14	\$12.14

1. Step increases shall be applied at the beginning of each school year.
2. If a person is assigned to a position that requires certification and that person has the required certification, he/she will be paid an additional \$0.50 per hour.
3. Kitchen leaders will be paid an additional \$0.35 per hour.
4. New hires may be placed on any Step on the wage scale provided he/she has related experience and/or certification for such position.

## ARTICLE XIV

### CONTINUITY OF OPERATIONS

- A. The Union agrees that it will not instigate, call, maintain, condone, or support in any matter a strike, slowdown, or other stoppage of work.
- B. In the event of any action in violation of the foregoing, the Union and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
  - 1. Promptly, no later than within twenty-four (24) hours, issue to the Board a signed statement to the effect that the work interruption is unauthorized by the Union.
  - 2. Within twenty-four (24) hours instruct all of the Union members to return to work at once.
  - 3. Refrain from giving any aid, encouragement, or support of any sort whatever to Union members to who are violating the provision of this Article.
- C. The Union will not directly or indirectly take reprisals against an employee(s) who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this Article.
- D. The Board will have the right to all remedies available at law for violation of this Article, including fines, discharge, and/or injunctive relief and/or damages against any person, group or organization violating this Article.

## ARTICLE XV

### EXTENT OF THIS AGREEMENT

#### A. Obligation

This Agreement shall constitute a binding obligation of the Employee, the Union, and the Board for the duration of this Agreement.

#### B. No Duty to Negotiate

Both parties have entered into and conducted extended and good faith negotiations in which each party has had the right and opportunity to make proposals and agreements with regard to all negotiable subjects.

The Board and the Union, for the life of this Agreement, voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to or covered by this Agreement or any subject or matter which was negotiated but no agreement was reached and any subject or matter that was not presented by either party.

#### C. Mutual Consent

This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the Board and the Union. Such, if any, modifications changes, additions, or deletions shall be in writing and signed by the Board and the Union as an amendment to this Agreement.

#### D. Contrary to Law

If any provisions of the Agreement or any application of the Agreement to any employee shall be found contrary to law, then such provision or application shall be deemed null and void, but all other provisions or applications shall continue in full force and effect; furthermore, the provisions of such law shall supersede, to the extent of the conflict, the provisions of this Agreement and govern the relation of the parties hereunder.

ARTICLE XVI

DURATION

A. Effective Date

This Agreement shall become effective on July 1, 2011.

B. Termination Date

This Agreement shall terminate at midnight on June 30, 2013.

Bangor Board of Education

By: [Signature]  
By: [Signature]  
Date: 9-13-11

SEIU 517M

By: [Signature]  
By: 9-12-11  
Date: Deb Reed