

**AGREEMENT**

**between the**

**TRENTON BOARD OF EDUCATION**

**and the**

**MICHIGAN EDUCATION ASSOCIATION / TPASA**

**2012-2013**

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THIS AGREEMENT entered into this 16<sup>th</sup> day of January 2013, by and between the Trenton Paraprofessionals and Associated Staff Association-MEA/NEA, hereinafter called the "TPASA-MEA/NEA" or "Association," and the Board of Education of the Trenton Public Schools, hereinafter called the "Employer."

#### **PREAMBLE**

WHEREAS, the Association recognizes that the Employer, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Employer recognizes the work of paraprofessionals is important, and

WHEREAS, the laws of the State of Michigan authorize public Employees and public employers to enter into a collective negotiations agreement concerning rates of pay, wages, hours of employment, and other conditions of employment of such public Employees; and

WHEREAS, following extensive professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and of the Association concerning such matters; and

WHEREAS, the Employer and the Association desire to incorporate such understanding into a written collective negotiations agreement in the belief that such action is in the best interest of the residents of the Trenton Public Schools System, the students attending the school therein, and the Employees represented by the Association.

NOW, THEREFORE, in consideration of the following mutual covenants, the Association and the Employer hereby agree as follows:

## **ARTICLE 1**

### **Recognition**

#### **A. Bargaining Unit Defined**

The Trenton Public School Board of Education hereby recognizes the Trenton Paraprofessionals and Associated Staff Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et. Seq.; MSA 17.455(1) et. Seq.; (PERA), for all full-time and regular part-time paraprofessionals and aides (including probationary paraprofessionals and aides); excluding supervisors, confidentials, substitutes, and all other employees and aides already represented by a labor organization.

**ARTICLE 2**  
**Agency Shop**

- A. Any present or future employee who is covered by this agreement and is not an Association member and who does not make application for membership, shall, as a condition of employment, pay to the Association each month a service charge as a contribution toward the administration of this Agreement in an amount not in excess of the regular monthly dues; provided, however, that any employee whose regular schedule is twenty (20) hours or less per week shall pay an adjusted Association dues amount based on formulas spelled out in the Michigan Education Association Constitution.
- B. Employees who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after the receipt or written notice to the Employer from the Association. The Treasurer of the Association will notify the Business Office in writing of any dues changes, and adjusted amounts.
- ~~C. Employees may have their monthly membership dues deducted from their earnings by signing the "Authorization for Check off of Dues" form, or may pay the same directly to the Association. All deductions shall be authorized voluntarily in writing by individual employees, and deductions shall cease when the Association notifies the School District Business Office in writing.~~

**The School District and the Association recognize that the enforcement of Public Act 53 of 2012 has currently been enjoined by order of the United States District Court for the Eastern District of Michigan. The parties agree that, as a result of that Court Order, the dues deduction provisions of their collective bargaining agreement shall remain in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.**

- C. The Association and Employees will save and hold harmless the School District for any and all liability, cost and legal fees that may arise as a result of the application of this article.

## **ARTICLE 3**

### **Negotiations Procedures**

- A. In the year of termination of this Agreement, either party may submit a letter indicating a desire to arrange a meeting for purposes of discussing negotiations. Such a meeting shall be arranged for a mutually satisfactory time and place and shall be held no later than 60 days in advance of the termination date.
  
- B. In any negotiation, neither party shall have any control over the selection of the negotiating or bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

## **ARTICLE 4**

### **Training**

- A. When, at the Employer's discretion, additional training would be needed by an employee in the execution of his/her job duties, the Employer will pay for such training. Examples of training referenced here are First Aid and CPR. In addition, the Employer may provide employees with instruction or instructional materials for such purpose.
  
- B. The Administration will comply with laws that require the Employer to pay for training and/or testing. In complying with such laws, Administration reserves the right to select the method by which training and/or testing is delivered. The Employer's obligation to pay for such training and/or testing shall be limited to one occurrence unless contrary to said law.

## **ARTICLE 5**

### **Management Rights**

- A. The Union recognizes the right of the School District to hire, promote, transfer, suspend or otherwise discipline or discharge any employee, subject to the right of the employee concerned to lodge a grievance in the manner and to the extent herein provided. It is further understood and agreed that any of the powers and authority given to the School District by the Michigan Constitution or State Statute prior to the signing of this or any other agreement are retained by the School District, excepting those specifically approved, declared or granted by this Agreement.



**ARTICLE 6**  
**Employee's Rights**

- A. An Employee shall be entitled to all rights he/she may have under the Michigan General School Laws, the Michigan Public Employment Relations Act, the laws of the State of Michigan and the United States, the Constitutions of Michigan and the United States and other applicable rules and regulations.
  
- B. Employees shall have the right to rely on the Employer's maintaining reasonable programs for the prevention of and correction of hazardous conditions that may occur in the schools in order to protect the health, welfare, and safety of Employees.
  
- C. An Employee shall at all times be entitled to request the building Association representative or a member of the Local Association employed by the Board of Education to be present when he/she is being reprimanded, warned, or disciplined. No regular employee shall be disciplined or discharged, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

At no time shall an administrator conduct a conference with an Employee, the results of which shall be a letter of reprimand, warning, or disciplinary action which will be filed in said Employee's personnel file without first informing said Employee of the nature of the conference and allowing said Employee the right to request the building representative or a member of the Local Association, employed by the Board of Education, to be present at the conference.

- D. An Employee has the right to refuse to contribute time, which would constitute a deviation from the regular hours of their workday.

## **ARTICLE 6 - Employees' Rights**

Continued

- E. The Employee shall be entitled to full rights of citizenship. Employees shall be protected by the Employer in the exercise of said rights to be free from and without fear of discrimination or discipline in their professional employment with the Employer. The Employer agrees to continue its policies of encouraging respect for the private and personal life of Employees.
- F. The Employer and the Association agree that there shall be no reprisals of any kind as a result of the negotiations of this Agreement and the activities connected therewith.
- G. The provisions of this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, or disability.
- H. The Employer shall be required to provide the TPASA President with new or changing information pertaining to all employee qualifications and position requirements.
- I. The Employer shall make available in each school a lounge and/or work study room for the Employees. Separate lavatory facilities for women and men, exclusively for Employees' use, shall be made available in each school building.
- J. The Employer agrees to continue to provide and maintain adequate off-street parking facilities for the Employees.

## **ARTICLE 7**

### **Vacancies, Promotions and Transfers**

- A. Whenever a new job or vacancy covered by this agreement, as determined by the Board of Education, occurs in the School District, the Board shall publicize the same by posting such job or vacancy in each building for seven (7) calendar days. A copy thereof shall be sent to the President of the Association. An employee applying for a vacancy shall be notified of his or her standing in acquiring said position within ten (10) working days after the closing of the vacancy. The school district reserves the right to consider applicants that are not part of the bargaining unit.

Said posting shall contain the following information:

Type of work, location of work, starting date, rate of pay, hours to be worked, classification, and minimum requirements as reflected in the job description.

The employee may at any time during the first thirty (30) calendar days in the new classification, opt for a return to the classification from which he/she was transferred. The employee shall be subject to a sixty (60) calendar days evaluation period in the new classification, during which the Board shall have the exclusive right to return the employee to his/her former classification.

- B. Any employee may apply for such vacancy. In filling such vacancy, the most qualified applicant will be placed in the position. In determining qualifications, the factors of ability, initiative, seniority, skill, training, experience and work record will be considered.

Whenever an employee transfers to a different position, or new classification, the employee shall remain in that capacity for a period of sixty (60) calendar days before being eligible to transfer to another school or classification. The foregoing sentence does not apply to an employee placed in a new position as a result of being recalled from layoff.

## ARTICLE 8

### Lay-off and Recall

*The lay-off and recall procedure shall take precedence over the provisions of Article 7.*

#### A. Lay-off Procedure

Employees will be laid-off according to seniority within the classification (set forth on the wage schedule), provided the School District determines that the greater seniority employee possesses the necessary qualifications to perform the available work. An employee who refuses a position under this procedure shall be considered a quit.

Employees to be laid-off for an indefinite period of time will have at least a ten (10) working days notice of lay-off. The Local Union President will be notified with a list from the Employer of the employees being laid-off on the same date the notices are issued to the employees.

A laid-off bargaining unit member shall, upon application at his/her option, be included on the substitute list.

#### B. Recall Procedure

When the work force is increased after a lay-off, employees will be recalled in reverse order of lay-off (i.e. according to seniority within a classification) provided the School District determines that the greater seniority employees possess the necessary qualifications to perform the available work.

**ARTICLE 8 - Lay-off and Recall**

Continued

Notice of recall shall be sent to the employee at his/her last known address by certified mail. If an employee fails to report for work within ten (10) working days from the date of mailing of notice of recall he/she shall be considered a quit.

Seniority of an employee who is laid-off and re-employed from the seniority list shall be restored to the status as of the date he/she left the service of the Employer.

**ARTICLE 9**  
**SCHOOL CLOSURE / DISMISSAL**

**A. School Closing**

When an act of God, or an Employer directive, forces the closing of a school the bargaining unit members shall be excused from reporting to duty without loss of pay. This shall be limited to three (3) school days per school year.

**B. School Cancellation After Opening**

If school is canceled after employees have reported for work or after students have reported, employees may be dismissed at the discretion of the building administration with no loss of pay.

## ARTICLE 10

### GRIEVANCE PROCEDURE

#### A. Definition

A grievance is defined as a claim or complaint by the Association or an employee within the unit for which the Association acts as the exclusive bargaining representative which involves the interpretation, meaning, or application of any of the provisions of this agreement. A claim involving members from more than one building shall be filed by the Association and shall commence at Step III of the grievance procedure, provided however, on any claim or complaint that specifically relates to an individual employee's compensation, assignment, hours of employment, and/or working conditions, the time limitations of the grievance procedure shall be tolled until said employees shall have completed Step I of the grievance procedure.

#### B. Step I

When an employee(s) becomes aware of a grievance, said employee(s) shall meet with the building administrator in an informal conference. An employee may be accompanied by Association representation at the informal conference with prior notification to the appropriate administrator as to who will be attending. If an informal conference fails to resolve the problem, the grievant(s) may file a formal grievance.

#### C. Step II

The grievance shall be reduced to writing, signed, and presented in person to the building administrator. The building administrator will attempt to adjust the grievance and will submit the answer in writing to the aggrieved within five (5) work days, with a copy thereof to the Association. An employee may be accompanied by the Association representative or a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. If an employee does not file a grievance in writing with the building administrator within twenty (20) school days after the occurrence, then the grievance shall be considered as waived.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Continued

### **D. Step III**

If the building administrator fails to resolve the grievance, or if the Association initiates the grievance, it may be presented in writing to the Director of Human Resources. The Director of Human Resources will attempt to adjust the grievance and will submit the answer in writing to the aggrieved within five (5) work days, with a copy thereof to the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Association, or by a member of the Local Association employed by the Employer, if the employee so desires, to present the formal grievance. Once said grievance reaches Step II, the Superintendent and/or Director of Human Resources may discuss the grievance with the Association.

### **E. Step IV**

If the Director of Human Resources fails to resolve the grievance, it may be presented in writing to the Office of the Superintendent. The Superintendent will attempt to adjust the grievance and will submit the answer in writing to the aggrieved within eight (8) work days with a copy thereof to the Director of Human Resources, the building administrator and the Secretary of the Association. An employee may be accompanied and/or represented by the Association, or by a member of the Local Association employed by the Employer, if the employee desires, to present the formal grievance.

F. Conferences may be requested by the employee at any of the steps in the grievance procedure. An employee may be accompanied and/or represented at the conference by the representation permitted at the step in the Grievance Procedure.



## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Continued

### **G. Step V**

In the event the Association is not satisfied with the decision of the Employer, the grievance may be submitted to arbitration by the Association delivering written notice of its desire to arbitrate to the Employer and the American Arbitration Association within twenty (20) work days after the aggrieved receipt of the Step IV decision of the Employer. The arbitrator shall be selected and the arbitration shall be conducted under the rules of the American Arbitration Association. The fees and expenses of the arbitration shall be shared equally by the Employer and the Association. The arbitrator shall not invade the province of the courts to render opinions on the legality of any of the provisions of the contract, but, rather, the arbitrator shall confine the decision to the sole question of whether or not there has been a violation of this contract. The arbitrator shall give no opinion with respect to any matter left by this Agreement or by the law to the discretion of the Board. The Arbitrator's decision on any issue properly before him/her shall be final and binding on the Employer and the Association and any employee involved.

Whenever a grievance submitted to arbitration has as a proposed remedy retroactive pay and/or assignment, the Employer and the Association shall select an arbitrator who shall conduct the hearing within ninety (90) working days from the date of submission of the grievance to arbitration.

H. Failure on the part of employees or appropriate representatives to appeal a decision within ten (10) work days from date of receipt of answer at any step of the procedure will be considered a withdrawal of the grievance or shall be considered settled on the basis of the decision last made and shall not be eligible for further appeal. To extend the time limits of this article, a letter of intent to continue the grievance at the next step must be filed within the time limits of this paragraph by the aggrieved and in any event the aggrieved must proceed with the next step within a period not to exceed thirty (30) days.

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

Continued

- I. If the employer fails to provide a written answer to the grievance within the time limits specified at Steps II, III and IV the grievance is then considered resolved in favor of the Employee/Association.
- J. Any individual employee at any time may present grievances and have the grievances adjusted, without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement. The Association will be given an opportunity to have an Association representative present at such hearings and adjustments.
- K. The Employer and the Association will encourage its members not to participate in coercion or reprisals against any persons relative to the grievance procedure.
- L. Forms for submitting grievances will be provided by the Association. The reply forms will be provided by the Employer.
- M. All documents, communications and recorded dealings with a grievance shall be filed separately from the personnel files of the aggrieved or any of the participants as otherwise indicated herein to the contrary.
- N. During the pendency of any proceedings and until a determination has been reached, all proceedings shall be considered private, and any preliminary disposition will not be made public without the agreement of all parties.
- O. The time limits provided in this Article shall be strictly observed and may be extended by written agreement of the parties as set forth in Article 10, Paragraph H.
- P. In the event the grievance is filed after June 1<sup>st</sup> of any year and strict adherence to the time limits may result in hardship to any party, the administrative staff will use their best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

**ARTICLE 11**  
**EMPLOYEE EVALUATION**

- A. New employees will be placed on a ninety (90) school days probationary period. During this ninety (90) school day period, the new employee will be evaluated as to his/her progress on the job. It is understood that employees are subject to a probationary period of ninety (90) school days of regular employment; during which time the Employer shall have the sole right to discharge, discipline, transfer, demote or layoff said employees at-will, without regard to the provisions of this Agreement, and no grievance shall arise therefrom. If the employee proves to be successful as determined by the employer's evaluation after ninety (90) school days, he/she will be added to the seniority list. His/her seniority date shall be from the date of hire as a probationary employee. A school day means a day students are in session even if the employee is not scheduled to work.
- B. An annual written evaluation of the regular employee's work performance will be provided by his/her immediate supervisor prior to May 15. The evaluation process shall provide an opportunity for the supervisor and the employee to exchange views and offer constructive suggestions for improving procedures in delivering quality educational services. If no evaluation is completed by May 15, the employee is presumed to be performing satisfactorily.
- C. All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Copies of the evaluation shall be submitted to the employee within ten (10) school days after the formal evaluation. The employee then has the option, within ten (10) school days, to submit a rebuttal. This response shall be attached to the formal evaluation; however, the results of the evaluation are not eligible for the grievance procedure.

**ARTICLE 12**  
**UNION RIGHTS**

- A. The employer agrees to furnish to the Association upon request all available public information concerning the financial resources of the district and other public information including but not limited to preliminary budgets and directory of employees.
- B. A copy of the agenda of each regular or special meeting of the Board shall be sent to the president of the Association prior to said meeting.
- C. The Association and its members may, upon request to the office of the Business Manager, use the school buildings and facilities for meetings in accordance with Employer policies.
- D. The Association may use the employees' school mailboxes for communications. The Association shall have use of the internal delivery system of the employer without cost.
- E. The Association shall have the right to post notices of activities and matters of Association concern at designated bulletin boards in each building or facility to which employees may be assigned.
- F. The Association may use employer owned photocopiers and fax machines at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Requests from the Association to use other equipment shall be considered on an individual basis by the employer.

## **ARTICLE 12 – UNION RIGHTS**

Continued

G. A bank of eighteen (18) hours for each school year will be provided by the employer for representatives designated by the union to receive release time without loss of pay or benefits to perform union business. The term “union business” shall not be construed to include participation in any demonstrations involving contract disputes in any school district or for contract management of grievances or negotiations with the employer. To access this leave, the union president will provide prior written notice to the Director of Human Resources and to the employee’s Supervisor.

**ARTICLE 13**  
**PROTECTION OF EMPLOYEES**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom, on school property, and/or during school sponsored activities. Whenever it is established that a particular pupil requires the attention of counselors, social workers, law enforcement personnel, physicians, or other professional persons, the Board, through its administrative and special services staffs, will take necessary steps to aid the Employee. It shall be the responsibility of the Employee to report unusual and serious discipline matters to the proper administrators. It shall be the responsibility of the administrative staff to provide the necessary support to an Employee confronted with a serious disciplinary problem and to facilitate the processing of pupil referrals. The administrative staff shall be responsible for reporting the referral procedures to Employees in each building.
- B. Any case of assault upon an Employee, his/her person or property during a working situation shall be promptly reported to the building principal. The administrative staff will render assistance to the Employee, upon request, by notifying necessary law enforcement officials, a designated member of the Employee's family, medical assistance and Superintendent. The Superintendent may render such additional assistance, as he/she may deem proper under the conditions consistent with Board policy.
- C. The Board further agrees that in those cases of loss or damage of personal property of an Employee through no acts of carelessness or negligence of said Employee and occasioned by an act initiated by a student during the work day, the administrative staff will forward a letter to the parent of said student, reporting the incident and requesting that the damage sustained by the Employee be reported to the parent's insurance carrier.

## **ARTICLE 13 – PROTECTION OF EMPLOYEES**

Continued

- D. Time lost by an Employee in court appearances or official conferences with his/her attorney for the purpose of taking depositions in connection with any assault upon the Employee by a parent or student resulting from the working situation shall not be charged against the Employee.
  
- E. The Employee shall have at his/her option the right to seek redress from the assailant.

**ARTICLE 14**  
**WORK CONDITIONS**

**A. Work Day**

The work day shall be no more than eight (8) hours each day with a one-half (1/2) hour unpaid duty-free lunch period and two (2) paid fifteen minute relief breaks. Employees working five (5) or more hours but less than eight (8) hours each day may be entitled to a one-half (1/2) hour unpaid duty-free lunch period and one (1) paid fifteen minute relief break. Employees working more than three (3) but less than five (5) consecutive hours shall be entitled to one (1) paid fifteen minute relief break. Relief breaks shall be taken at appropriate times mutually agreed upon by the employee and supervisor/administrator.

**B. Call-Ins**

A minimum of two (2) hours shall be credited to an employee requested to work an unscheduled call-in even if less time is worked by the employee. This provision does not apply to additional time worked prior to or following the employee's regular work schedule.

**C. In-Service**

Bargaining unit members may be offered in-service training opportunities at the discretion of the Employer. Such training opportunities shall be fully paid by the Employer, and each employee shall be given his/her regular rate of pay for the hours of the in-service.

**D. Short-term Vacancies/Extra Help**

The Administrator/Supervisor shall make reasonable effort to give priority in filling short-term vacancies of higher pay or additional hours to regular employees based on qualification and within the building/program. However, when in the Employer's belief a "move up" opportunity would be disruptive to Special Education students, the Employer will not be obligated to provide a "move up" opportunity.



## **ARTICLE 14 – WORK CONDITIONS**

### **Continued**

On occasion, it may be necessary for Administration to employ non-unit employees for temporary extra help. Such circumstances shall be limited to a total of twenty (20) work days unless it is mutually agreed in writing by the Association to extend such time.

- E. At least one (1) week prior to the opening of school, a tentative job assignment list shall be distributed to all paraprofessionals via District email.

**ARTICLE 15**  
**HOLIDAYS**

A. Holidays

All paraprofessionals will be paid for days worked according to the approved school calendar. In addition, the paraprofessional will be paid five (5) holidays as follows:

- Thanksgiving Day
- The day after Thanksgiving
- Christmas Day
- Good Friday
- Memorial Day

B. All regular employees scheduled to work during the pay period in which a holiday falls, will be paid for the above holidays when they occur during the normal school year. To be eligible for Holiday pay, employees must work their regular shift on the scheduled work day previous to and the scheduled work day following the holiday, unless they are on paid personal sick leave, not paid family illness. When using a paid personal sick leave day prior to or immediately following a paid holiday, the employee may be required to submit proof of illness upon request from his/her supervisor. Prior to the supervisor making such a request, the supervisor will consult with the Director of Human Resources.

**ARTICLE 16**  
**SICK AND PERSONAL DAYS**

- A. Employees shall be provided five (5) personal leave days per school year with administrative approval. One (1) of these five (5) days shall be with pay and the remaining four (4) days shall be without pay.
- B. All paraprofessionals absent from duty due to personal or family illness shall be allowed full pay for a total of two (2) days per school year. "Family" is strictly limited to spouse, children (21 years of age or younger), and parents.
- C. Employees may not engage in supplemental employment while utilizing "sick or personal leave" days. Furthermore, sick and personal leave days may not be used for vacations or recreational activities, or to extend non-work periods.
- D. *For employees not eligible for "late arrivals and early departures" referenced in Paragraph "F",*

At the conclusion of the school year, an employee holding seven (7) of his or her combined "sick or personal leave" days (referenced in Paragraphs "A" & "B") will receive a bonus payment equal to six (6) days' wages. At the conclusion of the school year, an employee holding six (6) of his or her combined "sick or personal leave" days will receive a bonus payment equal to four (4) days' wages. At the conclusion of the school year, an employee holding five (5) of his or her combined "sick or personal leave" days will receive a bonus payment equal to two (2) days' wages.

*For employees eligible for "late arrivals and early departures" referenced in Paragraph "F",*

At the conclusion of the school year, an employee holding both seven (7) of his or her combined "sick or personal leave" days (referenced in Paragraphs "A" & "B") and at least one (1) of his or her "late arrivals or early departures" days (referenced in Paragraph "F") will receive a bonus payment equal to six (6) days' wages. At the conclusion of the school

## ARTICLE 16 - SICK AND PERSONAL DAYS

Continued

year, an employee holding both six (6) of his or her combined “sick or personal leave” days and at least one (1) of his or her “late arrivals or early departures” days will receive a bonus payment equal to four (4) days’ wages. At the conclusion of the school year, an employee holding both five (5) of his or her combined “sick or personal leave” days and at least one (1) of his or her “late arrivals or early departures” days will receive a bonus payment equal to two (2) days’ wages.

All bonus payments are subject to applicable taxes, and payment shall be made no later than the second payroll following the completion of the school year. To be eligible for this “bonus payment”, an employee must be a returning employee at the start of the school year or in the case of a new employee, the new employee must be hired prior to October 1<sup>st</sup> of the school year for which the bonus is earned and paid.

- E. Employees are not entitled to pay for unused combined “sick or personal leave” days upon retirement or when leaving the employment of Trenton Public Schools for any reason other than eligibility for the bonus payment referenced above.
- F. Employees working six or more hours per day will, with prior Administrative approval, be permitted to arrive late or leave early up to three (3) times per school year. It is understood that these absences are both unpaid and intended for appointments that could not be arranged outside of the employee’s regular work hours. These “late arrivals” and “early departures” shall be limited to no more than three (3) hours each and will not count toward the employees “Sick and Personal Days” noted above. If Administration determines it is necessary to fill the vacancy created as a result of this provision, the Administrator shall not be restricted by the provisions of Article 14 (D).
- G. Any member of the bargaining unit whose absences from work exceed the combined number of days set forth in Paragraphs A and B above will receive progressive disciplinary action as follows:

## ARTICLE 16 - SICK AND PERSONAL DAYS

Continued

First instance of exceeding the combined number of days:	Verbal Warning
Second instance of exceeding the combined number of days:	Written Warning
Third instance of exceeding the combined number of days:	Written Reprimand
Fourth instance of exceeding the combined number of days:	One (1) work day suspension without pay
Fifth instance of exceeding the combined number of days:	Three (3) work day suspension without pay
Sixth instance of exceeding the combined number of days	Discharge

If an employee's illness causes consecutive work days of absence, it will be counted as one (1) instance for purposes of this "progressive discipline" Section [Paragraph G], provided that, upon his or her return to work, the employee presents medical documentation acceptable to the School District, which substantiates the illness and the employee's need to have been absent from work for the days in question. This paragraph shall not be construed in a manner which extends the amount of time an employee may be on a leave of absence under Article 17 of this contract.

In the event that the employee receives no discipline as a result of this Section for a period of two (2) full school years, the most recent disciplinary action received by the employee under this Section will be disregarded and all documentation of that disciplinary action will be removed from the employee's personnel file.

H. All employees of the bargaining unit, in the case of death in the immediate family (parent, spouse, sister, brother, child, mother-in-law, father-in-law, son-in-law, or daughter-in-law) qualify for up to three (3) consecutive days of paid absence when the need for bereavement leave coincides with a regular work day(s); and, in the case of death of an "extended family

**ARTICLE 16 - SICK AND PERSONAL DAYS**

Continued

member” (grandparent, aunt, uncle, niece, nephew, or cousin) may qualify for up to one (1) day of paid absence when the funeral coincides with a regular work day. For absences related to an “extended family member”, the employee will be required to submit documentation from the funeral home indicating the employee’s attendance at the funeral home/funeral service on the day of the absence with the times noted.

**ARTICLE 17**  
**UNPAID LEAVES OF ABSENCE**

- A. Unless otherwise required by law, a leave of absence is an absence from work without pay, authorized in advance, and for a period of time in excess of five (5) consecutive work days.

To be eligible for a leave of absence, an employee must have completed one (1) year of service with the School District. Employees on an unpaid leave of absence may not engage in supplemental employment. An unpaid leave of absence will normally not exceed twelve (12) work weeks. The School District may, in its discretion, grant additional leave such that the total amount of leave does not exceed one (1) year.

Requests for leaves of absence must be in writing and submitted to the Director of Human Resources not less than (30) days before the date the leave is to begin. If such notice is not practicable, the notice is to be provided as soon as practicable.

During a leave of absence, an employee shall retain his or her seniority, but shall not accumulate additional seniority during the leave.

- B. The following types of Leaves of Absence are recognized:

**Personal Leaves**

Unless otherwise required by law, leaves of absence for personal reasons are available on such terms and conditions as are recommended to the Board of Education by the Superintendent.

**Medical Leaves**

Leaves of absence may be granted when an employee is unable to work due to personal illness or disability, regardless of whether such illness or disability is work-related. Leaves resulting from an employee's own serious health condition

## **ARTICLE 17 – UNPAID LEAVES OF ABSENCE**

Continued

must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform one or more of the essential functions of his or her position. The employer reserves the right to require the employee to obtain the opinion of a second health care provider selected by the employer. The employer will bear the cost and shall be the recipient of the opinion of the second health care provider.

At the expiration of a medical leave, there must be a physician's certification confirming his or her fitness to return to work.

### **Family and Medical Leave Act of 1993**

Any leave addressed above that qualifies as a leave under the Family and Medical Leave Act (FMLA) of 1993 shall run concurrently with the leave to which the employee is entitled under the FMLA. In accordance with the FMLA, an eligible employee will receive an FMLA leave if the leave is for one or more of the following:

1. Because of the birth of a child of the employee, and in order to care for such child;
2. Because of the placement of a child with the employee for adoption or foster care;
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
4. The employee is unable to perform the essential job functions because of a serious health condition.



## **ARTICLE 17 – UNPAID LEAVES OF ABSENCE**

Continued

An eligible employee is an employee who has been employed by the School District for at least twelve (12) months and has worked at least 1,250 hours in the twelve (12) month period immediately preceding the leave.

Such unpaid leaves of absences are counted against an employee's annual FMLA leave entitlement. Under FMLA, an employee is eligible for a total of twelve (12) weeks of leave in a twelve (12) month period. This twelve (12) month period is measured from July 1 to June 30.

Personal leaves to care for an employee's spouse or parent must be supported by medical certification from a health care provider stating the date the serious health condition commenced, the probable duration of the condition, the appropriate medical facts and that the employee is needed to care for the person. The employer reserves the right to require the employee to obtain the opinion of a second health care provider selected by the employer. The employer will bear the cost and shall be the recipient of the opinion of the second health care provider.

When a leave noted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment.

### **Military Leaves**

Leaves for active military service or reserve training will be granted in accordance with the applicable law.

### **Judicial Leave**

If an employee of the bargaining unit is requested to serve on a jury panel, the employee will be paid the difference between the employee's regular daily pay and the pay received for the performance of the jury obligation.

## **ARTICLE 17 – UNPAID LEAVES OF ABSENCE**

Continued

Any monies paid by the Federal, State or County governments for meals and travel expenses incurred by the employee in performance of the jury obligation are to be retained by the employee and are not a factor in determining the pay difference.

- C. The School District may fill positions and/or vacancies which result from leaves of absence with substitute or temporary employees without regard to the 20-work day limitation contained in Article 14, Paragraph D.

**ARTICLE 18**  
**SENIORITY**

A. Seniority shall be defined as the length of service within the district. Accumulation of seniority shall begin from the bargaining unit member's first working day as a full-time or part-time employee. When ranking the employees in seniority order, if two or more employees have the same seniority date, they shall be ranked by the last four digits of their respective social security numbers, the one with the higher number being given higher seniority rank.

B. Seniority List

The Employer shall prepare and maintain the seniority list. The initial seniority list shall be prepared within thirty (30) workdays after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

It shall be the responsibility of each employee to notify the Employer of any change of name, address, and telephone number. This information, as it appears in the Employer's records, shall be conclusive when used in connection with layoffs, recalls or other notices to employees.

C. Seniority Lost

Seniority shall be broken and/or employees removed from the seniority list for the following reasons:

1. If employee resigns or retires.
2. If employee is discharged and the discharge is not reversed.
3. If employee is laid off for a period of eighteen (18) months.
4. If employee fails to return to a comparable position within ten (10) working days of written notice of recall from layoff. Written notice shall mean certified mail.

## **ARTICLE 18 – SENIORITY**

Continued

5. If employee is absent without notification to the employer more than two (2) working days, unless the employee can provide an explanation which is acceptable to the Superintendent.
6. If employee fails to return from a leave of absence, vacation, or sick leave at the designated time, unless the employee can provide an explanation which is acceptable to the Superintendent.

## **ARTICLE 19**

### **403(b)**

- A. Both the Board and the Association recognize the importance of each employee pursuing an active retirement savings program. To that end, the Board agrees to make available a 403(b) plan with all of the administrative services necessary to participate. The parties recognize that the legal requirements surrounding 403(b) plans continue to evolve and, it is the intent of the parties to comply with all legal requirements at all times. The parties further agree to continue utilizing "The Standard" as the investment provider.

**ARTICLE 20**  
**MISCELLANEOUS PROVISIONS**

- A. If any provisions of this Agreement shall be found contrary to law, then such provisions shall not be deemed valid except to the extent permitted by law, but all other provisions shall continue to full force and effect.
  
- B. Ten (10) copies of this Agreement shall be printed at the expense of the Employer and presented to the Union. An electronic version of this Agreement will be maintained for viewing on the District's website under the "Transparency Reporting" section. Finally, the Employer will provide the Union President with an editable electronic version (in Microsoft Word).
  
- C. Each employee of the bargaining unit will elect direct deposit for payment of his/her wages.

**ARTICLE 21**  
**NO STRIKE CLAUSE**

- A. The Association specifically agrees to bind its members to recognizing the intent and letter of Act 379 of the Public Acts of 1965 which specifically prohibits any strike by public employees.
- B. As provided in the Michigan Public Employment Relations Act, the employer shall not lock out any employee.

**ARTICLE 22**  
**Professional Compensation**

A. Salary Schedule

The salary schedule herein presented shall be effective for the period **July 1, 2012 through June 30, 2013:**

- a. Paraprofessionals who perform work in a different classification covered by this agreement will be paid at that classification's rate.
  
- b. Employees required in the course of their work to drive personal automobiles from one school building to another shall be reimbursed for business mileage as follows:

\$0.43 per mile                      Effective July 1, 2008

This employee compensation is not eligible for retroactive adjustments. The same allowance shall be given for use of personal cars for field trips or other business of the district. The Employer shall provide excess liability insurance protection for Employees when their personal automobiles are used as provided in this section.



**ARTICLE 22 – PROFESSIONAL COMPENSATION**  
Continued

<b>Salary Rate Increase/(Decrease)</b>	<b>Base</b>	<b>0%</b>
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Classifications:

<b>SCHOOL YEAR</b>	<b>7/1/11 – 6/30/12</b>	<b>7/1/12 – 6/30/13</b>
<b>I.</b>		
<b>Monitor</b>		
Probationary	<b>\$8.90</b>	<b>\$8.90</b>
90 day rate	<b>\$10.45</b>	<b>\$10.45</b>
One Year rate	<b>\$12.08</b>	<b>\$12.08</b>
<b>II.</b>		
<b>Classroom</b>		
Probationary	<b>\$9.64</b>	<b>\$9.64</b>
90 day rate	<b>\$10.80</b>	<b>\$10.80</b>
One Year rate	<b>\$12.47</b>	<b>\$12.47</b>

**SALARY SCHEDULE FOR EMPLOYEES HIRED ON AND AFTER 2/1/2010**

<b>SCHOOL YEAR</b>	<b>2/1/11 – 6/30/12</b>	<b>7/1/12 – 6/30/13</b>
<b>I.</b>		
<b>Monitor</b>		
Probationary	<b>\$8.90</b>	<b>\$8.90</b>
90 day rate	<b>\$9.70</b>	<b>\$9.70</b>
One Year rate	<b>\$10.50</b>	<b>\$10.50</b>
Two Year rate	<b>\$12.08</b>	<b>\$12.08</b>
<b>II.</b>		
<b>Classroom</b>		
Probationary	<b>\$9.64</b>	<b>\$9.64</b>
90 day rate	<b>\$10.35</b>	<b>\$10.35</b>
One Year rate	<b>\$11.06</b>	<b>\$11.06</b>
Two Year rate	<b>\$12.47</b>	<b>\$12.47</b>

**Monitor Positions:** Lunch monitor, hall monitor, bus monitor, K-Care monitor, H.I. monitor, special education monitor

**Classroom Positions:** Building paraprofessional, time-out, attendance, media, latchkey, special education classroom aides, “follow that child” aides

**DURATION OF AGREEMENT**

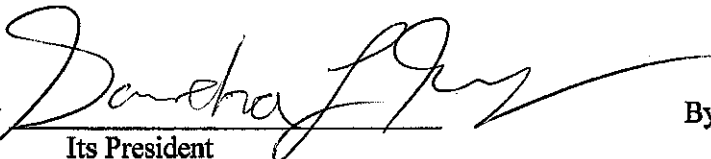
This Agreement incorporates the entire understanding of the parties on all issues, which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

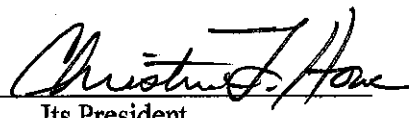
This Agreement shall remain in effect from date of ratification, and shall continue into effect through the 31<sup>st</sup> day of August, 2013.

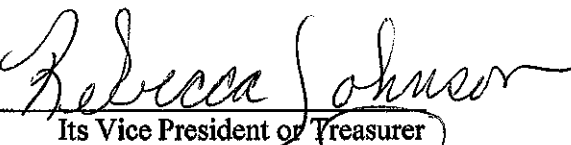
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives the day and year first above written.

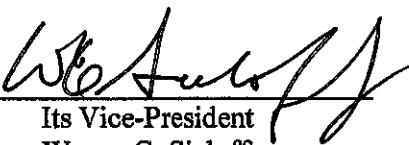
**TRENTON PARAPROFESSIONALS  
AND ASSOCIATED STAFF  
ASSOCIATION MEA/NEA**

**BOARD OF EDUCATION OF  
TRENTON PUBLIC SCHOOLS**


By   
Its President  
Sandra Salyer

By   
Its President  
Christine F. Howe

By   
Its Vice President or Treasurer

By   
Its Vice-President  
Wayne G. Sieloff

By   
Its Uniserv Director  
Eli Grier

By   
Its Superintendent  
Rodney R. Wakeham

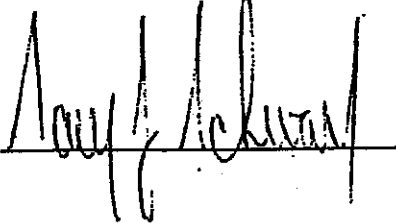
**Letter of Understanding**

IT IS HEREBY AGREED between the Trenton Public Schools ("the School District") and the Trenton Paraprofessionals and Associated Staff Association-MEA/NEA ("the Association" or "TPASA-MEA/NEA") as follows:

The parties agree that the current contract does not address the issue of "filling long-term vacancies" and, therefore; does not limit the School District in this regard other than by those provisions expressly contained in the current contract.

The parties now agree that when a long-term vacancy occurs in the District, the employer pledges to inform the Union of the need, and to solicit input from the Union before offering the assignment to an individual who may or may not be part of this bargaining unit. Proper consideration will be given to bargaining unit members who have in the past successfully subbed in the same or a similar position. The parties recognize that in filling long-term vacancies, other provisions of the collective bargaining agreement may be applicable. The Association acknowledges and reaffirms both the School District's right to determine the qualifications for such a vacancy and its right to select the most qualified person.

THE SCHOOL DISTRICT

By: 

Its: DIRECTOR, H.R.

Date: 4/2/07

THE ASSOCIATION

By: 

Its: President

Date: 4-2-07