

MASTER AGREEMENT

Between the

**BOARD OF EDUCATION OF THE SCHOOL
DISTRICT OF THE CITY OF BATTLE CREEK**

And the

**BATTLE CREEK PARAPROFESSIONAL
ASSOCIATION, MEA/NEA**



July 1, 2006 to June 30, 2008

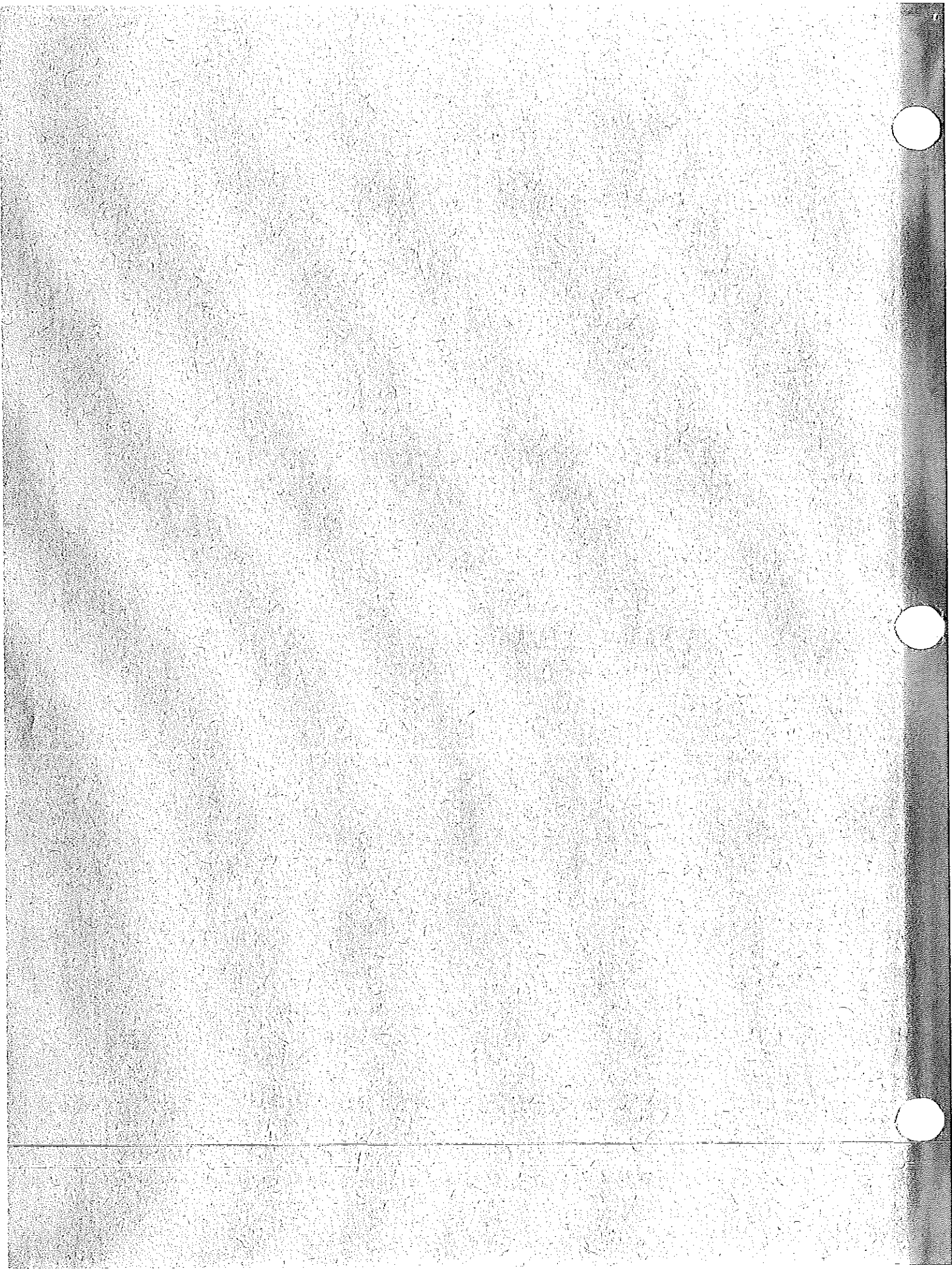
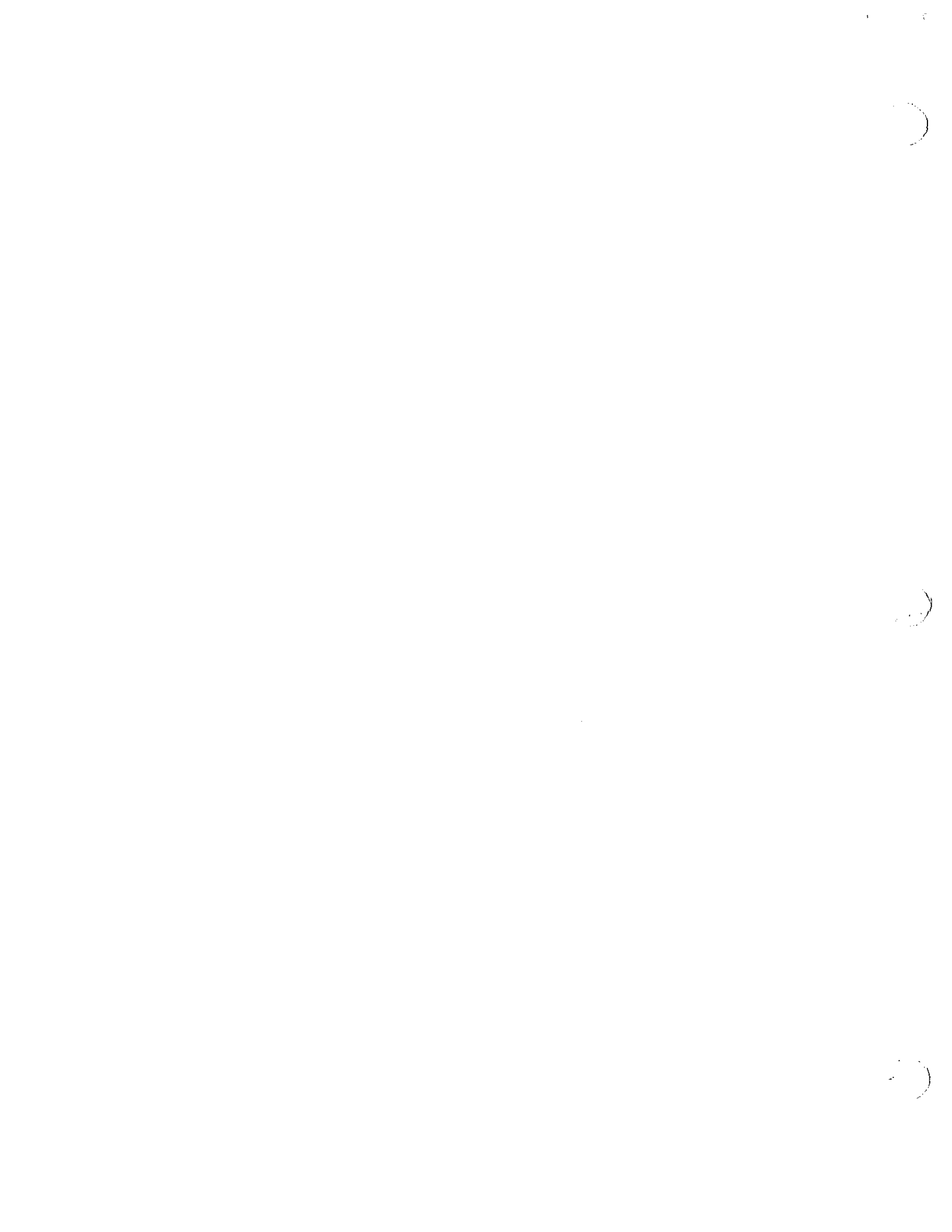


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**Article I
RECOGNITION**

The Board hereby recognizes the Battle Creek Paraprofessional Association, MEA/NEA as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, as amended, for all full time and regularly employed part-time special education paraprofessionals who are assigned to teachers of the emotionally impaired (EI), educable mentally impaired (EMI), vision (VI) and hearing impaired (HI) and in-school suspension paraprofessionals (ISS), instructional reading paraprofessionals at high school, Title I instructional paraprofessionals, bilingual instructional paraprofessionals, ECE paraprofessionals, adult education paraprofessionals, but excluding all regular and part-time transportation personnel Indian Education support persons, Outdoor Education Center camping paraprofessionals, hostesses, noon hour supervisors, special education attendants, all students employed by Battle Creek Public Schools, supervisors such as certified classroom teachers, physical therapists, occupational therapists, nurses, administrators and other supervisors, ECE Transportation Assistants and all other employees of Battle Creek Public Schools.

When used in this Agreement the term "employees" shall be deemed to refer to all employees included in the above described bargaining unit.

**Article II
CONFERENCE COMMITTEE**

- A. A Conference Committee representing the Association and the Board shall meet at least bi-monthly during the duration of this Agreement unless mutually waived, for the purpose of reviewing the administration of the Agreement and resolving problems or concerns that may result from this Agreement.
- B. The Committee shall be composed of the Association President and two (2) other members of the Association selected by the Association and three (3) members selected by the Board.
- C. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
- D. Should such a meeting result in a mutually acceptable amendment to this agreement, then the amendment shall be subject to approval by the Board or designee and the Association.

Article III
MANAGEMENT RIGHTS CLAUSE

- A. The Employer, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.
- B. The Association recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers or authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer.
- C. The Board has the right to adopt rules, regulations and policies pertaining to Employees that the Board deems necessary. The exercise of these powers, rights, authority, duties and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and express terms of this agreement.
- D. No provision of this Agreement shall be construed as limiting or restricting the Board's rights regarding those matters which are designated as management rights and prohibited subjects of bargaining under the Public Employment Relations Act, as amended.

Article IV
ASSOCIATION RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, as amended, and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The parties further agree that there shall be no discrimination against any employee by reason of membership in the Association or participation in the lawful activities therein.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities.
- C. Bulletin board space conveniently located, and the use of telephone communications for local calls to be used on a reasonable basis, shall be made available to the Association and its members. The Association may

use the school mails for the distribution of materials related to school business. Should there be any determination that such usage requires U.S. postage; the Association agrees to pay such cost or discontinue usage until an alternate plan can be negotiated.

- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. At the beginning of each school year the Association shall be credited with six (6) days to be used by employees who are officers or agents of the Association.

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| Article V AGENCY SHOP |
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- A. All employees as a condition of continued employment shall either:
 - 1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year; or
 - 2. If not a member of the Association in good standing within thirty (30) days from the date of his/her employment date, shall join the Association or pay a service fee determined by the Association. The paraprofessional may authorize payroll deduction for such dues or fee. In the event that the paraprofessional shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477, MSA 17.277(7), and at the request of the Association, deduct the service fee from the paraprofessional's wages and remit the same to the Association. The procedure for involuntary deduction shall be as follows:
 - a. The Association shall notify the paraprofessional of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for wage deduction may be filed with the Board in the event compliance is not affected.

- b. If the paraprofessional fails to remit the service fee or authorize deduction for same, the Association may request the Board to make such deduction pursuant to Section 2. above.
 - c. The Board, upon receipt of request for involuntary deduction, shall provide the paraprofessional with an opportunity for a due process hearing limited to the question of whether or not the paraprofessional has remitted the service fee to the Association or authorized payroll deduction for same.
 3. Pursuant to Chicago Teachers Union vs. Hudson, 106 S ct 1066 (1986), the Association has established a "Policy Regarding Objections to Political-Ideological Expenditures." That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-Association members who are included in the bargaining unit. The remedies set forth in the Policy shall be exclusive, and unless and until such procedures (including any administrative or judicial review thereof) shall have been availed of and exhausted, no dispute, claim or complaint by an objecting support person concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.

Due to certain requirements established in recent court decisions, the Association represents that the amount of the fee charged to non-members, along with other required information, may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year. All paraprofessionals new to the District will be informed of this requirement when being offered employment in the District.

4. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding sections A through D of this Article of the collective agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action, subject however, to the following conditions:
 - a. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.
 - b. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
 - c. The Association has the right to choose the legal counsel to defend any said suit or action.
 - d. The Association shall have the right to compromise or settle any claim made against the Board under this section.
 - e. Neither the Association nor the MEA will seek to invalidate the hold harmless clause or claim that the language is unenforceable.
 5. All employees new to the District will be informed of this requirement when being offered employment in the District.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association Treasurer all Monies so deducted, accompanied by a list of employees from whom the deductions have been made.

- D. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
1. Credit Union
 2. Tax-sheltered Annuities
 3. Insurance Options available in the District
 4. United Way

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| <p>Article VI EMPLOYEE RIGHTS AND PROTECTION, DISCHARGE AND DISCIPLINE</p> |
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- A. Nothing contained here shall be construed to deny or restrict to any employee rights they may have under any applicable law or constitution.
- B. The private lives of employees are their own affairs unless their conduct should adversely affect their relationship with students or the discharge of their responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The parties to this contract agree that the goals of the district can best be reached through positive employee working relationships. It shall be the responsibility of the parties to conduct themselves in such a way as to maintain a businesslike manner of operation such as to avoid conflict or counter productive disruption of the educational environment.
- D. Any complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file. The employee may submit a written statement to be attached to and filed with the original complaint.
- E. No non-probationary employee shall be disciplined (including reprimands, suspension, or reductions in compensation) without just cause. Any such discipline shall be done in privacy. The employee shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis for this action.

- F. An employee who is to be discharged or given disciplinary action shall be allowed the right to association representation. Any employee who is given a discharge or disciplinary action shall receive written notice thereof which shall state the nature of the offense and the disciplinary action taken. A grievance which concerns a discharge or disciplinary action may be initiated at one step higher than the person issuing the discharge or discipline.
- G. The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the Association representative and the Employer will make available an area where he may do so before he is required to leave the property of the Employer. In emergency situations the Employer has the right to order the employee to immediately leave the Employer's property.
- H. An Association representative may be present with the employee when any discharge or disciplinary action is issued by the Employer representative. It is also agreed that the Employer representative will notify the Association of any disciplinary action that is taken against an employee.
- I. In imposing any discipline on a current charge, the Employer will not take into account any prior infraction which occurred more than two (2) years previously unless the prior infraction was misconduct or involved inappropriate behavior with a student or students.
- J. Assault and Battery: Assault and battery upon an employee is to be reported immediately to the supervisor or principal by the employee. Upon request of the employee, the Board will assist the employee with the reporting and follow through of the incident by law enforcement and judicial authorities.

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| Article VII WORKING CONDITIONS |
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- A. The Employer and Association recognize three (3) categories of employees. Bargaining unit work shall be performed only by employees in one of the four following categories:
 - 1. Regular assignment: An employee who is employed at least twenty-seven (27) hours per week.

2. Part-time: An employee who is employed less than twenty-seven (27) hours per week.
3. Probationary: A new employee assigned to a regular or part-time position for a probation period of up to ninety (90) work days. The Association shall represent probationary employees for the purpose of collective bargaining in respect to the rates of pay, wages, hours of employment, and other conditions of employment as set forth in this agreement except discharge and discipline.

B. Assignments Work Day and Hours:

1. Notification: The Board will make reasonable effort to notify paraprofessionals of their employment for the next school year no later than two (2) weeks before the end of the year.
2. Reporting to Assignments:
 - a. Instructional paraprofessionals other than those assigned to transportation duties shall report to their daily assignment fifteen (15) minutes prior to the arrival of students for instruction purposes. ECE paraprofessionals other than those assigned to transportation duties shall report to their daily assignment thirty (30) minutes prior to the beginning of instruction.
 - b. Report times for paraprofessionals shall be designated by the District subject to Section B. 2. a. above.
 - c. Should a paraprofessional's report time be changed appropriate adjustments in working hours and pay status will be made. The addition or deletion of bus riding responsibilities may be done without posting the position.
3. Change of Paraprofessional Assignments:
 - a. A paraprofessional's job responsibilities within the same building may change during the school year. This change of job responsibilities does not constitute or create a vacancy. It is understood that changes in job responsibilities as outlined in this paragraph will only be made if the affected paraprofessional(s) are qualified to perform the new job responsibilities.

- b. A paraprofessional's assignment may be moved to a different building during the school year without posting the assignment.

Paraprofessionals shall work in accordance with the calendar (See Appendix A or Appendix B).

C. School Cancellation:

1. Days when school is canceled for students because of conditions beyond the control of the District, such as storms, fires, epidemics or health conditions, paraprofessionals will not be required to work and shall suffer no loss of pay.
2. The parties agree state law and regulations require that after two (2) instructional days are lost due to such conditions, additional lost days must be made up. In such an event, the calendar(s) will be adjusted and the days made up in the following order:
 - a. Up to eight days will be added to the calendar immediately following the closing date for students with the final day's schedule being one-half (1/2) day for students and a full day for employees. These days will be considered as part of the regular year's pay.
 - b. Should additional "make-up" days be necessary, they shall be scheduled during the Spring Break. It is understood, however, that employees will be paid for these rescheduled days during the Spring Break.
 - c. Only days when school is closed for students and employees due to the above conditions will be rescheduled.

D. Lunch period: Paraprofessionals who as part of their regular work assignment eat with and/or supervise students during the support persons lunch period or who are on call shall be paid. Paraprofessionals who do not eat with and/or supervise students or who are not on call during the paraprofessional's lunch period shall have a minimum twenty (20) minute duty free unpaid lunch period as determined by District considering the student instructional schedules and assigned work duties.

E. Break: Paraprofessionals will receive a fifteen (15) minute break during each work period of approximately three (3) hours.

Article VIII
VACANCIES, TRANSFERS AND PROMOTIONS

A. Vacancies:

1. A vacancy shall be defined as a newly created position or a vacant position that is going to be filled. Posting notifications of vacancies shall be sent to the President of the Association in sufficient quantity for building distribution. The posting shall contain the following information.
 - a. Job title
 - b. Location
 - c. Starting date
 - d. Rate of pay
 - e. Hours worked
 - f. Minimum requirements
2. Interested employees may apply in writing to the Superintendent or designee, within the six (6) day posting period. The Employer shall notify the Association of vacancies occurring during the summer months (June, July, August) by sending notice of same to the President of the Association by e-mail.
3. Vacancies shall be filled with the most senior qualified applicant possessing the basic skills and ability to perform the essential job functions required by the assignment from within the affected classification. Should no employees from the affected classification apply, the vacancy shall then be filled with the most senior qualified applicant possessing the basic skills and ability to perform the essential job functions required by the assignment from other classifications.
4. Within fifteen (15) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Association.
5. When a vacancy occurs during the first semester, the District shall post and fill the vacancy subject to Section A.7. of this Article.

6. When a vacancy occurs during the second semester, the District may place a substitute in the vacancy until the end of the school year or the District may decide to post and fill the vacancy subject to Section A. 7. of this Article. The District shall notify the BCPA President in writing if the District places a substitute in such a vacancy.
7. Filling Vacancies When a Qualified Bargaining Unit Member is Laid Off: When a vacancy occurs and a qualified bargaining unit member is on the lay off recall list the District will recall a qualified laid off bargaining unit member to that vacant position per Article X – SENIORITY, LAYOFF AND RECALL, Section B. 4.
8. Annual Vacancy Filling Meeting: The Employer shall schedule a meeting in August of each year for displaced or laid off employees transitioning to a new assignment for the upcoming work year due to layoff or when other interested employees wish to bid on vacant positions that the Employer intends to fill at the start of a classification's upcoming work year. It is understood that the start of the ECE Classification's work year and the work year for the other Classifications is not the same (see appropriate work calendar).

Should no employee within the affected classification bid, the vacancy shall then be filled with the most senior qualified applicant from another classification. Qualified as used herein shall mean possession of the basic skills and physical ability to perform the essential job functions required by the assignment. Essential job functions for an assignment are outlined in the job description for that assignment. Any displaced or laid off employee who fails in bidding into a vacancy for the upcoming work year shall be placed by the Employer into any position for which they are qualified for the upcoming work year that remains vacant at the conclusion of the annual vacancy filling meeting. If no vacancy remains for which an employee is qualified the affected employee shall be placed on layoff. Such placement shall not be subject to the grievance procedure in the Collective Bargaining Agreement.

The Employer shall notify all employees, including laid off employees with recall rights, of the date, time and location of the vacancy filling meeting prior to June 1st.

Any employee whose assignment still exists, from the previous school year, shall remain in that assignment unless the employee successfully bids into a vacancy at the vacancy filling meeting, is laid off or is transferred to a different position.

An employee who transitions to a new assignment at the start of a classification's work year shall be given a thirty (30) work day trial in which to demonstrate the basic skills and physical ability to perform the essential job functions required by the assignment. The employer shall give the employee reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate the basic skills and physical ability to perform the essential job functions required by the assignment during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment, if it still exists; a vacant position, if the assignment does not exist; a position occupied by an employee with less seniority than the affected employee, if there is no vacant position or, if none of these options are available, on layoff. The employee need not complete the trial period if mutually agreed upon by the employee and his/her supervisor.

B. Transfers:

1. The parties agree that transfers should be voluntary to the extent possible, and that involuntary transfers should occur only when necessary.
2. Any employee asked by a supervisor to temporarily assume the duties of another employee within the district will be paid the regular rate for those duties. An employee's pay rate shall not be reduced as the result of any temporary change in duties.
3. In the event of transfer within a classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to demonstrate the basic skills and physical ability to perform the essential job functions required by the assignment. The employer shall give the transferred employee reasonable assistance to enable him/her to perform up to employer standards on the new job. If the employee is unable to demonstrate the required basic skills and physical ability to perform the essential job functions required by the assignment during the trial period or at the option of the affected employee, the employee shall be a) returned to his/her previous assignment, if it still exists; b) assigned to a vacant position, if the previous assignment does not exist; c) assigned to a position occupied by an employee with less seniority than the affected employee, if there is no vacant position; or, d) laid off if none of these options are available. The employee need not complete the trial period if mutually agreed upon by the employee and his/her supervisor.

C. Job Descriptions: All new job descriptions or changes to current job descriptions shall be developed jointly by the Board and the Association and shall include a minimum of:

1. Job title and brief description
2. Minimum requirements
3. Statement of tasks and responsibilities
4. Classification
5. To whom the employee is responsible and from whom the employee is to take direction.

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| Article IX LEAVES OF ABSENCE |
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A. General Conditions: All leave of absences are available to all bargaining unit members except as expressly provided in this Agreement. Paid leaves of absence available for crediting to a qualified employee shall be computed based on the number of bid hours of the assignment held by the employee and the employee's classification at the beginning of the affected employee's work year. If at all possible medical or dental appointments, including those related to workers' compensation injuries or illnesses, will be scheduled outside the employee's scheduled work time or by using an Employer approved alternative work schedule and/or make-up work opportunities to cover the required time away from work. When an employee is assigned in more than one (1) classification leave of absence eligibility and computation of available leave shall be based on the classification in which the majority of the affected employee's bid hours are located on the first work day of a fiscal year except as expressly provided in this Agreement.

1. Unpaid Leaves: Except as expressly provided in this Agreement, all leaves of absence shall be without pay. Fringe benefits (including, but not limited to, insurance coverage) shall not accumulate or remain in effect during any unpaid leave of absence, except as expressly provided in this Agreement. All accumulated leave time and benefits shall be frozen at the beginning of an unpaid leave of absence and shall be available upon return.
2. Paid Leaves: Seniority and all other benefits shall continue to accumulate or remain in effect during any paid leave of absence.

3. Early Return From Leave Other Than Sick or Disability Leave: There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence of more than ninety (90) days granted under this agreement unless the employee gives a written notice to the Employer of a desire to return to work ten (10) days prior to the employee's desired date of return to work. If such notice is given, the employee will be assigned to the position held when the leave began or such other substantially equivalent position on or soon as possible after the requested date of return subject to the provisions of this agreement pertaining to reduction of staff or layoff.
4. Return From Extended Leave Other Than Sick or Disability Leave as Planned: An employee returning from an extended leave of absence as planned shall be reinstated to the position held when the leave began providing it is still in existence, but in any event, to the same classification. At least ten (10) working days prior to the date an extended leave is scheduled to expire, an employee shall notify the Employer if the employee is unable to return to work on the planned date. In such case the employee must provide the Employer with sufficient reasons for not being able to return to work as planned in order for the Employer to consider extending the employee's leave.
5. Requests for Leave: Written requests for leave of absence shall be approved or denied within five (5) work days after they are received by the Employer. Leave requests which are not supported by required documentation will be denied, but may at the Employer's option be considered requests for leave under other applicable sections.

B. Unpaid Extended Illness or Disability Leave:

1. Requesting Extended Illness or Disability Leave: Upon written request with sufficient medical documentation of the employee's illness, an employee may be granted a personal leave of absence by the Employer, without pay increment or benefits, not to exceed one (1) year in duration. Requests shall be forwarded to the Personnel Manager and shall include the reason for the leave and the beginning and end dates of such leave.
2. Returning From Extended Illness or Disability Leave: After an extended illness, the Board may also request that the employee present medical documentation from a physician certifying that the employee is able to perform the essential functions of the employee's position with or without reasonable accommodation.

C. Unpaid Administrative Leave of Absence: The Employer may, within its sole discretion, authorize an employee to take an administrative leave of absence, without pay or benefits, where such leave would benefit the employee or Employer. Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee to the Personnel Manager via the employee's immediate supervisor. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of said leave.

D. Paid Bereavement Leave:

1. Up to three (3) days paid leave may be requested to attend to a death in the immediate family. Immediate family is defined as spouse, children, parent, brothers, sisters, grandchildren, mother-in-law and father-in-law of the employee.
2. Up to one (1) day paid leave may be requested to attend the funeral of a grandparent, uncle, or aunt of the employee.

E. Paid Sick Leave:

1. Crediting of Paid Sick Leave:

- a. Reporting at the Beginning of the Work Year: Each regular employee classified as an Instructional or Security paraprofessional who reports to work on the first workday of any K-12 school year shall be credited with up to ten (10) sick leave days prorated based upon the length of the employee's contract workday. Each employee classified as Instructional or Security paraprofessional may accumulate up to two hundred (200) days of paid sick leave.

Each regular employee classified as an ECE Paraprofessional who reports to work on the first workday of any ECE school year shall be credited with up to eight (8) sick leave days prorated based upon the length of the employee's contract workday. Each employee classified as ECE may accumulate up to twenty-five (25) days of paid sick leave.

An employee whose classification changes from Instructional or Security to ECE shall have any sick leave accumulation in excess of twenty-five (25) days that was accrued prior to becoming an ECE paraprofessional maintained in a separate personal sick leave account. Any accumulated days in the separate account shall be returned to the affected employee upon returning to work in the Instructional or Security classifications or shall be paid out upon retirement according to provisions of this Agreement.

- b. Reporting to Work or Hired After the Beginning of the Work Year: Each regular employee who reports to work or is hired after the beginning of the work year (K-12 or ECE), shall be credited with up to ten (10) days of paid sick leave prorated upon the classification of the employee, the portion of the work days that remains for the school year and the length of the employee's bid hours on a normal workday.
 - c. Increase or Decrease of an Employee's Daily Bid Hours During a Work Year: The number of sick hours credited to an employee whose bid hours increases or decreases during a work year shall be prorated based upon the length of the employee's daily bid hours in each portion of the employee's work year. If an employee is credited more or less sick leave hours than is due them as a result of this change in employment status the number of sick leave hours credited to the employee shall be adjusted no later than at the beginning of the next work year.
2. Requesting and Reporting Paid Sick Leave: Employees must daily report the need for sick leave to their supervisors as soon as possible and the Employer may as a condition of paying salary, require a completed disability claim form and FMLA medical certification. During any sick leave of more than five (5) consecutive work days, the employee must provide the supervisor with medical status updates as reasonably directed by the supervisor. Falsification of medical documentation or abuse of paid sick leave benefits are grounds for discipline, up to and including discharge.
 3. Granting Paid Sick Leave: An Instructional or Security paraprofessional employee's available paid sick leave shall be granted when requested by the employee in increments of one (1) hour and an ECE paraprofessional employee's available paid sick leave shall be granted in increments of one-half (1/2) day when:

- a. The employee is disabled from safely performing the essential functions of the employee's regular job or any other job offered by the Employer which the employee is otherwise qualified to perform, because of illness, injury, quarantine and/or pregnancy. Such leave shall be taken and exhausted concurrently with a leave under the Family and Medical Leave Act (see Section M). During any one (1) personal disability of twenty (20) or more workdays employees have the right to reserve up to ten (10) days of accumulated sick leave. These ten (10) days are not in addition to days allowed during a disability leave which qualifies as FMLA leave. ECE paraprofessional employees must exhaust all accumulated sick days in order to qualify for Employer paid long term disability insurance benefits.

An employee shall not be granted paid sick leave for minor ailments which would not affect the safety of the employee or of other persons or of property, except when, the employee is entitled to FMLA leave due to the "serious health condition" of the employee (see Section M.).

- b. It is established to the satisfaction of the Employer or, if the Employer is not satisfied, a qualified physician selected by the Employer that an employee has a medical necessity for physical therapy. Such therapy must be administered by a registered physical therapist. If at all possible the therapy will be scheduled outside the employee's scheduled work time or by using an Employer approved alternative work schedule or make-up work opportunities to cover the required time away from work.
- c. It is necessary for the employee to go to a medical doctor or dentist appointment during the employee's work hours.
- d. When there is an illness in the immediate family. Immediate family is defined as husband, wife and children of the employee.
- e. Up to five (5) days each fiscal year may be used when there are illnesses of a parent and/or person for whom the employee is the legal guardian.

4. Paid Sick Leave Bank: A sick leave bank designed to provide Instructional and Security paraprofessional employees with income protection when a long-term physical or mental condition which disables the employee from safely performing the essential functions of the employee's regular job or any other job offered by the Employer which the employee is otherwise qualified to perform has been established as follows:

- a. At the time of hire, each new employee shall contribute one (1) sick leave day to the sick leave bank at the time of hire.
- b. Employees will be eligible to apply for withdrawal of sick leave days from the bank when it is established pursuant to Section 4.(e) below that they have suffered a long-term physical or mental disability, and after the expiration of the greater of (1) the support person's accumulated sick leave or (2) a waiting period of sixty (60) work days during the calendar year.
- c. The maximum withdrawal for any one paraprofessional cannot exceed one-hundred-fifty (150) sick days in a two (2) year school calendar period. Also, the maximum withdrawal for a single disability shall not exceed one-hundred-fifty (150) sick days.
- d. When an employee returns to work following a disability, any additional days lost due to the same disability will be compensated without another waiting period unless a six month period has elapsed since the return to work once all available sick leave has been used. In addition, if a waiting period is interrupted due to a return to work and the employee is subsequently unable to continue working due to recurrence of the same disability, the waiting period will be considered uninterrupted once all available sick leave has been used.
- e. The Board is not liable and will not extend any sick leave days beyond the days that are available in the bank. In the event the bank drops below fifty (50) days, it will be replenished by deducting one (1) sick leave day from each employee.

If the employee has exhausted all sick days at the time of any assessment, the one (1) day will be deducted from sick leave at the beginning of the next fiscal year.

- f. An employee who anticipates a need to apply for withdrawal from the sick leave bank is to notify the Personnel Manager or the designee for information regarding the necessary application procedures.

Applicants shall provide sufficient medical documentation of disability to establish to the satisfaction of the Employer or a qualified physician selected by the Employer that, after taking into account all reasonable accommodations that could be made, an Employee is disabled from safely performing the essential functions of the employee's regular job and any other job offered by the Employer which the Employee is otherwise qualified to perform because of illness, injury, quarantine and/or pregnancy.

- g. Each application for withdrawal from the sick leave bank will be reviewed by a committee comprised of three (3) Association representatives appointed by the Association and three (3) representatives of the Board. In the event that a decision cannot be reached by the committee, the final decision regarding the granting of sick leave days will rest with the Board. Sick Leave Bank Committee decisions are not subject to the grievance procedure in the Agreement.
- h. "The Sick Leave Bank Review Committee" will be responsible for developing additional provisions or by-laws relative to the operation of the sick leave bank.
- i. ECE paraprofessionals are not eligible for Sick Leave Bank Benefits. The Board shall provide a Long Term Disability plan for ECE paraprofessionals with the following benefits.
- 66 2/3 percent of Maximum Eligible Salary
 - Maximum Monthly Benefit - \$2,500
 - Maximum Eligible Monthly Salary \$3,750
 - To Qualify for the Benefit an ECE Paraprofessional Must use Greater of Total Accumulated Paid Sick Leave or Satisfy a Waiting Period of 30 Calendar Days
 - No Cost of Living Adjustment
 - Mental/Nervous – Same as Illness
 - Alcohol/Drug – Same as Illness
 - Five percent Minimum Payout
 - Pre-existing Limits Waived
 - Family Social Security Offset
 - No Survivor Income

- After Benefit Starts, Automatic, Statutory or Cost of Living Increases in Income, do not Decrease the Benefit Amount
- No Educational Supplement
- For the first two years of the Benefit the ECE Paraprofessional Must be Disabled from Performing their Own Occupation Only.

It is understood that the above benefits may be modified by the insurance carrier.

F. Paid Personal Leave: Each fiscal year (benefit year) a regularly employed Instructional or Security paraprofessional employee is eligible to receive paid personal leave equivalent to the number of regularly assigned work hours in three (3) of the employee's workdays. An ECE paraprofessional employee is eligible to receive paid personal leave equivalent to the number of regularly assigned work hours in two and one-half (2 ½) of the employee's workdays. An employee's workday is defined as the number of regular work hours (bid hours) assigned to that employee effective the first work day on or after July 1 of any year. The reason(s) for requesting personal leave need not be stated except as noted below for emergency, illness and injury use. Any request must be made to the employee's immediate supervisor in writing on an approved form at least forty-eight (48) hours in advance of the date requested, unless an illness, injury or emergency exists which prevents giving the required written notice. Illness, injury and emergency use of paid personal time is conditional upon the employee providing advance notice to the immediate supervisor, if possible, and providing a written statement documenting that giving forty-eight (48) hours advance written notice was impossible.

Use of paid personal leave shall not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work.

The use of paid personal leave, which is not authorized in advance, shall not insulate an employee from disciplinary action.

Requests for use of paid personal leave may be denied if the absence of the employee would unreasonably interfere with the services to be performed.

Paid personal leave must be used in increments of one (1) hour and shall be paid at the employee's regular straight time hourly rate, exclusive of premium pay.

- G. Vacation Leave: Each paraprofessional will receive twelve (12) paid days per year which shall be used during days when school is not in session, i.e., conference days, winter and spring break, etc.
- H. Workers' Compensation Leave: Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Statute is eligible to be on Workers' Compensation leave.
- I. Military Leave:
1. Active Duty: Employees who enter the military service of the United States shall be granted leaves of absence and reinstatement of employment as required by applicable provisions Sections 4311-4312 of the Federal Uniform Services Employment and Reemployment Rights Act, 38 USC and the Michigan Public Employees Entering Armed Forces Act (MCL 35.351, et seq).
 2. Any regular employee who is a reservist or a member of the National Guard who is required to miss work to attend an "annual active duty for training" or to report for active duty in the event of a national or state emergency shall be compensated by the Employer for the difference between his regular pay and his military pay, for the time which would have been regularly worked, to a maximum of ten (10) days during any twelve (12) month period. Such payment shall be granted only upon advance notice to the Employer at least seven (7) days prior to the beginning of the month during which the employee's absence will occur. An employee who desires payment shall sign the military pay over to the Employer and the Employer shall make the employee whole.
- J. Paid Jury Duty Leave: A jury duty leave shall be granted to any employee who is obligated to serve as a juror in court. The employee shall receive full pay for the employee's regularly scheduled hours of work during such leave, provided the employee informs the Employer within three (3) working days after receiving a jury summons, and provided further that the employee pays over to the Employer all juror fees, excluding mileage, received by the employee. Any employee who is excused from jury service during regularly scheduled work hours shall report for work for the remainder of the day.
- K. Court Appearances: Employees will be granted time off without pay to testify or participate in a court case or administrative hearing. An employee who is required to testify in a case or hearing as part of their job duties or in which the Employer is a party and the employee is not an adverse party, shall be paid at the regular hourly rate for all regularly scheduled working time lost.

L. Unpaid Child Rearing Leave: An employee may be granted a leave of absence for child rearing purposes. Such leave is to commence not earlier than the date of the birth or adoption of the employee's child. The leave is to commence not later than one (1) year after the date of the birth or adoption of the employee's child. Such leave shall be granted without pay or benefit for a period not to exceed one (1) year beyond the date on which it became effective. Except in cases of emergency, the employee shall notify the Board at least thirty (30) days prior to the date the leave is to begin. The leave's start and return dates shall be included in the letter, along with a copy of the child's birth certificate and/or physician's statement.

M. Unpaid Family/Medical Leave:

1. Granting of FMLA Leave: A leave of absence of up to twelve (12) weeks during any twelve (12) month period shall be granted to any eligible employee in accordance with the Family and Medical Leave Act (FMLA) for the following purposes:

- a. The birth or placement for adoption or foster care of a child within one (1) year of the child's placement or birth;
- b. Because of a serious health condition of a employee's spouse, child or parent; or
- c. Because of the employee's own serious health condition.

2. FMLA Regulations: FMLA leave of absence shall be subject to and administered in accordance with the FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA - "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Employer reserves all rights granted to school districts under the FMLA, such as, but not limited to:

- a. The right to substitute all paid leave benefits for unpaid FMLA leave except a employee may choose to reserve up to ten (10) days of the employee's paid sick leave;
- b. To require medical verification of illness;
- c. To require a certificate of fitness as a condition for the employee's return to work;

- d. To require the twelve (12) weeks of FMLA leave to be aggregated in accordance with the FMLA for employees who are married; and
 - e. To allow the Employer to define the "twelve (12) month period" referred to in the FMLA as a twelve (12) month rolling period.
3. Eligibility for FMLA Leave: In order to be eligible for a FMLA leave of absence the employee must meet the eligibility requirements set forth in the FMLA and FMLA regulations one of which is to have worked one thousand two hundred fifty (1250) hours for the Employer during the previous twelve (12) consecutive months.
4. Health Benefits: In accordance with the FMLA, the Employer shall continue group health plan benefits during FMLA leave. This shall not be construed as a waiver of the Employer's right to recoup premium payments from employees where permitted by the FMLA or as an agreement to provide health plan benefits greater than would have been provided if the employee was not on FMLA leave.
- N. Unpaid Association Leave: A leave of absence may be granted upon application for the purpose of serving as an officer of the local, state, or national association. Such leave shall be for the duration of the term of office. Should the term of office be for more than two years, the employee may request an extension of leave for up to one year.

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| Article X SENIORITY, LAYOFF AND RECALL |
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A. Seniority:

- 1. An employee's seniority date shall be the employee's first working day within the calendar work year. If two (2) or more employees have the same first working day in the bargaining unit, the District shall rank them in order of seniority by using the last four (4) digits of each employee's Social Security number. The employee with the highest number shall be the most senior bargaining unit member among the affected group.
- 2. Effective July 1, 2008 seniority shall be accrued in one (1) seniority list as a K-12, ECE or ECDD paraprofessional employee as follows:

- a. One year of seniority is defined as the number of paid days in a paraprofessional employee's work year. Such days include workdays, days on paid leave as defined by this Agreement, days when Worker's Compensation benefits are received, days when an employee is on layoff for less than twenty-four (24) months and during the first one hundred fifty (150) days that an employee receives Employer paid LTD income.

Additional paid days worked outside the Paraprofessional's school calendar work year shall not be counted for seniority accumulation purposes. Seniority shall continue to accrue during layoffs of less than twenty-four (24) months.

- b. Seniority shall accrue in increments of one-tenth (.1) of a year. (For example if a Paraprofessional's paid days in a work year as defined in a. above were one hundred (100) days, the Paraprofessional would accrue one-tenth (.10) of a year of seniority for each ten (10) days paid. If, at the end of work year, the Paraprofessional receives ninety (90) paid days during a work year he/she would accrue nine tenths (.9) of one (1) year of seniority. If, at the end of work year, the Paraprofessional receives ninety (90) to ninety-four (94) paid days he/she would receive nine tenths (.9) of one (1) year of seniority. If, at the end of work year, the Paraprofessional receives ninety-five (95) to one hundred (100) paid days he/she would accrue one (1) year of seniority.
3. The Employer shall prepare, maintain and issue a seniority list on or about November 1 and May 1 of each year. A copy of the seniority list shall be furnished to the Association and to each bargaining unit member. In the event that two (2) or more bargaining unit members have the same seniority accumulation on the above dates the District shall rank them in order of seniority by using the last four (4) digits of each bargaining unit member's Social Security number. The paraprofessional with the highest number shall be the most senior employee among the affected group.
 4. Employees must notify the Personnel Office of any errors in their seniority date(s) within fifteen (15) calendar days of the list being issued. After fifteen (15) calendar days the list shall be considered official (with any mutually agreed to changes) by all parties until a subsequent list is issued.

5. Seniority shall be lost by an employee upon termination, resignation, retirement, layoff of more than twenty-four (24) months, upon completion of twelve (12) consecutive months of unpaid leave, or transfer to a non-bargaining unit position.
6. Paid leaves of absence in accordance with this contract shall not interrupt seniority accrual. Seniority does not accrue during unpaid leaves of absence except as noted below.
7. Seniority only accrues during unpaid leaves of absence when the employee is receiving Workers' Compensation insurance benefits or during the first one hundred fifty (150) working days that an employee is receiving Employer paid LTD insurance benefits.

B. Layoff and Recall:

1. Layoff occurs when one or more employees are put out of work due to a reduction in personnel.
2. No employee shall be laid off unless said employee shall have been notified in writing. During the work year reasonable effort will be made to give thirty (30) workdays notice and in no event shall notice be given less than ten (10) workdays before layoff. Persons on layoff shall continue to receive health insurance benefits for 90 days. Employees who wish to continue health insurance coverage beyond the usual 90 day period are eligible for COBRA benefits.
3. The Employer shall lay off the least senior employees by classification.
4. Recall From Layoff During the Work Year: During the employee work year laid off employees shall be recalled to vacant positions in reverse order of layoff, by classification. However, should there be no employees to be recalled within a classification, the most senior employee who is qualified in the other employee classifications shall be recalled. The Employer is not required to post or fill vacant positions per Article VIII of this Agreement when recalling laid off bargaining unit member employees. If an employee is recalled to a vacant position during a work year, the assignment shall be considered as a temporary placement and the position shall be considered vacant at the annual vacancy filling meeting unless subsequently filled through the posting process.

Qualifications as used herein shall mean possession of the basic skills and ability to perform the essential job functions required by the assignment as described in the job posting and successful completion of a trial period of thirty (30) workdays. Failure of the recalled employee to satisfactorily perform the essential job duties at the end of the thirty (30) workday trial period shall result in the affected employee being returned to layoff without further notice.

5. Should an employee on layoff refuse recall to a part-time position which has less hours and less insurance benefits than held at the time of layoff, the employee shall remain on the recall list and the Board shall not be required to recall that employee to another part time position for the remainder of the school year. Should an employee on layoff refuse recall to a vacant position having the insurance benefit level equal to or greater than the employee's benefit level at the time of layoff such refusal shall constitute termination of employment.
6. The Employer is not required to post vacant positions if they occur during the second semester until the end of that school year and the Employer may fill the vacant position with a non-bargaining unit substitute if no qualified employee is recalled from layoff.
7. Employees shall be held responsible for keeping the Employer notified as to their current mailing address in written form to the Human Resources Office.
8. Notification of employment opportunities and recall shall be sent by certified mail to the last known address of the employee. Failure of the employee to respond to the recall within ten (10) working days from date of mailing shall constitute termination of employment.
9. Unemployment Compensation:
 - a. In the event an employee receives unemployment compensation for a scheduled work day which was canceled due to conditions not within the control of School authorities, if the canceled day is rescheduled, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the employee been compensated for the rescheduled day at his/her regular rate of pay.

- b. In the event an employee receives unemployment compensation benefits for non-scheduled work day(s), such as a holiday break period or the summer break period for an employee who would not have worked in the summer, the employee's compensation for working the rescheduled day will be adjusted such that the compensation for the rescheduled day, plus the unemployment compensation for the canceled day, equals the compensation he/she would have earned had the employee been compensated for the rescheduled day at his/her regular rate of pay. This section is not intended to adjust compensation for unemployment received for regularly scheduled work days.

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| Article XI GRIEVANCE PROCEDURES |
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- A. Definition: A grievance is defined as a misapplication or misinterpretation of the Agreement or an action that violates the specific terms of this Agreement. The grievance shall cite the Article the grievance is based upon, describe the violation, and the appropriate remedy. Grievances not dealt with per the timelines in Section B. of this Article unless extended by the parties shall be considered withdrawn.

- B. Procedure:
 - 1. Level One:
 - a. The grievant(s) shall discuss the grievance with the building principal or appropriate administrator, within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
 - b. If the grievance is not resolved at the informal discussion level it may be presented in writing to the same administrator within five (5) working days of the above discussion. The administrator shall render a written decision to the grievant(s) within five (5) working days of receiving the grievance.

 - 2. Level Two:
 - a. If the Level One decision is not satisfactory, the grievance shall be presented to the Personnel Manager, within five (5) working days of receipt of the Level One written decision.

- b. The Personnel Manager shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days and respond in writing within five (5) working days following the meeting.

3. Level Three:

- a. If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or Superintendent's designee, within five (5) working days of receipt of the Level Two decision.
- b. The Superintendent or Superintendent's designee shall hold a meeting with the grievant(s) and the grievant's Association Representative within five (5) working days and respond in writing within five (5) working days following the meeting.

4. Level Four:

- a. If the Association is not satisfied with the Level Three discussion of the grievance by the Superintendent, or if no disposition has been made within the period above provided, the grievance may, at the option of the Association, be submitted to advisory arbitration before an arbitrator selected by the American Arbitration Association and in accord with its rules.
- b. The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to advisory arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.
- c. The arbitrator's decision shall be advisory only.
- d. The expenses of the arbitrator shall be born equally by the employer and the Association.

5. Level Five:

- a. The arbitrator's finding will be submitted to the Board of Education who will reject or implement the advisory decision. Formal Board action will be taken within thirty-five (35) calendar days of the date the Board received the arbitrator's finding.
- b. The Association may testify at the Board hearing if it chooses.

C. Rights to Representation: The grievant should be present at all grievance hearings. An Association representative(s) may be present and suffer no loss of pay at all meetings and hearings at any level of the Grievance Procedure. In no event shall any Employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. When an Employee is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

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| Article XII HOLIDAYS |
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For the duration of this contract agreement instructional and security paraprofessionals shall receive the following paid holidays. ECE paraprofessionals shall receive the paid holidays listed below for Thanksgiving.

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|--------------|----------|
| Labor Day | (1 Day) |
| Thanksgiving | (2 Days) |
| Winter Break | (5 Days) |
| New Years | (2 Days) |
| Good Friday | (1 Day) |
| Memorial Day | (1 Day) |

**Article XIII
COMPENSATION**

A. Salary:

| One (1) percent Increase 2006-07 | | One (1) percent Increase 2007-08 | |
|---|---------|---|---------|
| Probationary (90 work days) | \$ 9.77 | Probationary (90 work days) | \$ 9.86 |
| Step 1 | \$11.43 | Step 1 | \$11.55 |
| Step 2 | \$11.93 | Step 2 | \$12.05 |
| Step 3 | \$12.15 | Step 3 | \$12.27 |
| Step 4 | \$12.57 | Step 4 | \$12.70 |
| Step 5 | \$13.16 | Step 5 | \$13.29 |

B. Fringe Benefits:

1. Insurance and nontaxable options for Paraprofessionals: The Board shall provide, the following MESSA-PAK for a full twelve (12) month period for each full time K-12 employee and his/her entire family.

Effective July 1, 2006 all full time employees enrolled in MESSA PAK A shall contribute \$804 annually (an average of \$67 per month) toward the premium cost of health insurance. Effective July 1, 2008 the premium contribution shall be adjusted by fifty (50) percent of the increase or decrease in the 2008-2009 total premium.

Full time paraprofessionals not electing Plan A will select Plan B.

Any contribution amounts exceeding the Board's subsidy shall be payroll deducted.

PLAN A

- a. Health.....MESSA Choices II
The drug card co-payment will be \$10/\$20
- b. Dental.....Delta Dental Plan E007
- c. Vision.....VSP3
- d. Negotiated Life.....\$10,000

PLAN B

- a. Dental.....Delta Dental Plan E007
 - b. Vision.....VSP3
 - c. Negotiated Life.....\$15,000
 - d. A cash option of \$204 per month.
2. Part-time paraprofessionals are not eligible for the above PAK but shall be able to select one of the following:

PLAN 1

- a. Health.....MESSA Choices II pro-rated based on the portion of a full-time assignment worked.
The drug card co-payment will be \$10/\$20
- b. Dental.....Delta Dental Plan E007 (fully paid)
- c. Negotiated Life.....\$5,000 (fully paid)

PLAN 2

- a. Dental.....Delta Dental Plan E007 (fully paid)
- b. Negotiated Life.....\$10,000 (fully paid)
- c. A cash option of \$204 per month pro-rated based on the portion of a full time assignment worked for the school year.

The cash option received by the paraprofessional may be utilized to purchase a tax-deferred annuity. All costs relating to the implementation and administration of tax-deferred annuity benefits under the plan shall be borne by the Board. To purchase a tax-deferred annuity, the paraprofessional employee shall enter into a salary reduction agreement.

3. Insurance and nontaxable options for ECE Paraprofessionals: The Board shall provide, the following fringe benefits for a full twelve (12) month period for each full time ECE employee and his/her entire family.
- a. Health Insurance: Health insurance coverage for the full calendar year is provided through MEBS, a third party administrator. This insurance coverage is a partially self-funded, dual coverage, comprehensive major medical benefits plan that is comparable to Blue Cross and Blue Shield Master Medical with a \$10/\$20 prescription drug card rider. The annual deductible is \$100 per person and \$200 per family. Effective July 1, 2006 full time ECE employees enrolled in MEBS shall contribute \$744 annually (an average of \$62 per month) toward the premium cost of health insurance. Effective July 1, 2008 the premium contribution shall be adjusted by fifty (50) percent of the increase or decrease in the 2008-2009 total premium.
 - b. Dental Insurance: The dental insurance provided is an employer self-funded plan comparable to a SET/SEG 126-001 plan.
 - c. Life Insurance: The health insurance plan provides a \$3,000 death benefit for all covered employees.
 - d. Vision Insurance: The vision plan is the MEBS Three Star Vision Benefit Plan
 - e. Eligibility for Benefits: An employee who is regularly employed at least twenty-seven (27) hours per week is considered to be full-time. Regularly employed employees with less than twenty-seven (27) hours per week are considered part-time. Such part-time employees may receive the above fringe benefit package by remitting to the Employer a prorated payment of the insurance premiums through payroll deduction.
 - f. Tax Deferred Annuities: Employees who elect not to receive health insurance may elect to receive cash in lieu of health insurance in the amount of \$204 per month. Such an employee may elect to place this cash in a 403b tax sheltered annuity.

C. Longevity: Effective July 1, 2007 a longevity schedule shall be implemented as follows:

Fifteen (15) plus years of service within the bargaining unit – payment of \$150.

Bargaining unit members who qualify for the above stipend during any fiscal year will be issued the stipend on the last payroll date in June each year. The above amounts shall be reduced on a prorata basis if the employee is on unpaid leave or layoff during the current fiscal year for more than ninety (90) workdays.

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| <p style="text-align: center;">Article XIV RETIREMENT</p> |
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Any employee who separates from the employer for retirement purposes in accordance with the provisions of Michigan Laws relating to retirement systems for public school employees, shall be paid for unused sick leave up to forty-five (45) days if the paraprofessional has ten (10) years service in the district and up to ninety (90) days if the employee has fifteen (15) years or more in the district. All payments are to be made at the paraprofessional's current rate of pay, and based on the employee's regular work day.

An employee shall have a lump sum payment of accrued sick leave benefits deposited into a Special Pay Plan Account in the employee's name in either July or January following the employee's retirement. Employees who wish to use all or a portion of their accrued sick leave benefit to purchase universal buy-in credit, to pay for MIP buy-back costs owed to MPERS or to purchase some other retirement credit allowed by MPERS rules may do so by providing the Business Office with a billing statement from MPERS and written directions as to what portion of the employee's accrued sick leave benefit is to be sent to MPERS. The written directions and billing statement must be in the Business Office prior to November 1 or May 1 of any year

Any employee taking advantage of this provision must have completed all necessary paperwork to make retirement official including a letter of resignation for retirement purposes to the Board of Education and a request for the final salary affidavit on or before November 1 or May 1 of any year. The District shall issue and mail a check to MPERS, in the employee's name, prior to January 22 or June 22 of any year.

Article XV
MISCELLANEOUS

- A. This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the Association. This Agreement is subject to amendment, alteration or additions, only by a subsequent written agreement between, and executed by, the Board and the Association. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.
- B. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- C. Copies of this agreement shall be printed at the expense of the Board.
- D. Copies of the contract shall be provided for all employees and a copy shall be given to each new hire.
- E. Professional Development/Tuition:
1. Professional Development may be conducted at the time of district Professional Development for teachers. It is understood that those paraprofessionals required to attend Professional Development activities shall receive regular pay for the attendance.
 2. Paraprofessionals may be required or invited to attend other planned activities at times other than the District Professional Development.
 3. Bargaining unit members attending Professional Development on a voluntary basis, and as approved by the Administration, shall receive a \$42/day stipend based on seven (7) hours/day of training.

4. Effective July 1, 2007 in addition to the voluntary Professional Development described in 3. above and with the written approval of the building principal up to fifteen (15) hours of professional development activities paid at the bargaining unit member's current hourly rate of pay may be attended on non-student instruction days, after student instruction hours on student instruction days or on instruction days which the bargaining unit member is not scheduled to work due to flexing his/her yearly work schedule. Such professional development shall not be mandatory and timesheets must be submitted to the District for pay to be issued.
5. The Board agrees to reimburse an employee for tuition expenses for accredited classes successfully completed, providing the class has been approved in advance by the office of the Superintendent or designee.

ECE Paraprofessionals shall receive their regular pay for each hour of Professional Development training they attend that is required work hours to renew their CDA certification. The Employer must be informed prior to the ECE paraprofessional attending such training. It is understood that only time spent in training outside work hours qualifies for pay.

- F. Work Stoppages or Strikes: The Association and Board recognize that strikes and other forms of work stoppages by paraprofessionals are not in the best interest of the School District. The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any paraprofessional take part in any strike, slowdown of work, boycott, picketing or other interruption of activities in the school system.
- G. Negotiation Procedures: Both parties agree to enter into negotiations for a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of the Agreement.


H. Flexible Work Year:

With the approval of the building or work site supervisor, one (1) or two (2) work days which are scheduled on a student instruction day(s) may be moved to immediately prior to or immediately after the student instruction year in order for the bargaining unit member to perform activities preparing for the upcoming student instruction year or for activities after the final student instruction session for the school year. Leave forms and time sheets are not required.

Note: The above two (2) floating professional days and the two (2) non-mandatory work days shall be noted in the BCPA K-12 work calendar.

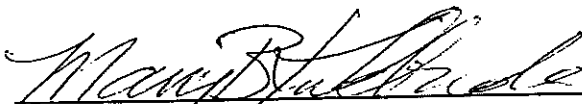
Article XVI
DURATION

This Agreement shall be effective July 1, 2006 and continue until the 30th day of June, 2008.



Larry Yarger, Assistant Superintendent
for Human Resources

August 5, 2008
Date



Mary Kirkbride, President
Battle Creek Paraprofessional Association

8-5-2008
Date

APPENDIX A - PARAPROFESSIONAL CALENDARS

| BCPA 2006-07 Calendar | | | | | | | | | |
|------------------------------|----------|----------|----------|----------|----------|-----------|-----------|----------|-------------------|
| Month | M | T | W | T | F | Work Days | Vacations | Holidays | Cumulative Totals |
| | | | | | | | | | |
| Aug | | | | | | | | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| | | | | | | | | | 0 |
| Sept | | | | | 0.5V | 0 | 0.5 | 0 | 0.5 |
| | <i>H</i> | 5(.5V) | 6 | 7 | 8 | 3.5 | 0.5 | 1 | 5.5 |
| | 11 | 12 | 13 | 14 | 15 | 5 | 0 | 0 | 10.5 |
| | 18 | 19 | 20 | 21 | 22 | 5 | 0 | 0 | 15.5 |
| | 25 | 26 | 27 | 28 | 29 | 5 | 0 | 0 | 20.5 |
| | | | | | | | | | |
| Oct | 2 | 3 | 4 | 5 | 6 | 5 | 0 | 0 | 25.5 |
| | 9 | 10 | 11 | 12 | 13 | 5 | 0 | 0 | 30.5 |
| | 16 | 17 | 18 | 19 | 20 | 5 | 0 | 0 | 35.5 |
| | 23 | 24 | 25 | 26 | 27 | 5 | 0 | 0 | 40.5 |
| | 30 | 31 | | | | 2 | 0 | 0 | 42.5 |
| | | | | | | | | | |
| Nov | | | 1 | 2 | 3 | 3 | 0 | 0 | 45.5 |
| | 6 | 7 | 8 | 9 | V | 4 | 1 | 0 | 50.5 |
| | 13 | 14 | 15 | 16 | 17 | 5 | 0 | 0 | 55.5 |
| | 20 | 21 | 22 | <i>H</i> | <i>H</i> | 3 | 0 | 2 | 60.5 |
| | 27 | 28 | 29 | 30 | | 4 | 0 | 0 | 64.5 |
| | | | | | | | | | |
| Dec | | | | | 1 | 1 | 0 | 0 | 65.5 |
| | 4 | 5 | 6 | 7 | 8 | 5 | 0 | 0 | 70.5 |
| | 11 | 12 | 13 | 14 | 15 | 5 | 0 | 0 | 75.5 |
| | 18 | 19 | 20 | 21 | V | 4 | 1 | 0 | 80.5 |
| | <i>H</i> | <i>H</i> | <i>H</i> | <i>H</i> | <i>H</i> | 0 | 0 | 5 | 85.5 |
| | | | | | | | | | |

| | | | | | | | | | | |
|---------------|--------------------|-----------|-----------|-----------|-----------|---------------|--------------|------------|-----------|--------------|
| Jan | | H | H | 3 | 4 | 5 | 3 | 0 | 2 | 90.5 |
| | | 8 | 9 | 10 | 11 | 12 | 5 | 0 | 0 | 95.5 |
| | | V | 16 | 17 | 18 | 19,5V | 3.5 | 1.5 | 0 | 100.5 |
| | | 22 | 23 | 24 | 25 | 26 | 5 | 0 | 0 | 105.5 |
| | | 29 | 30 | 31 | | | 3 | 0 | 0 | 108.5 |
| Feb | | | | | 1 | 2 | 2 | 0 | 0 | 110.5 |
| | | 5 | 6 | 7 | 8 | 9 | 5 | 0 | 0 | 115.5 |
| | | 12 | 13 | 14 | 15 | V | 4 | 1 | 0 | 120.5 |
| | | V | 20 | 21 | 22 | 23 | 4 | 1 | 0 | 125.5 |
| | | 26 | 27 | 28 | | | 3 | 0 | 0 | 128.5 |
| Mar | | | | | 1 | 2 | 2 | 0 | 0 | 130.5 |
| | | 5 | 6 | 7 | 8 | 9 | 5 | 0 | 0 | 135.5 |
| | | 12 | 13 | 14 | 15 | 16 | 5 | 0 | 0 | 140.5 |
| | | 19 | 20 | 21 | 22 | 23 | 5 | 0 | 0 | 145.5 |
| | | 26 | 27 | 28 | 29 | V | 4 | 1 | 0 | 150.5 |
| April | | V | V | V | V | H | 0 | 4 | 1 | 155.5 |
| | | 9 | 10 | 11 | 12 | 13 | 5 | 0 | 0 | 160.5 |
| | | 16 | 17 | 18 | 19 | 20 | 5 | 0 | 0 | 165.5 |
| | | 23 | 24 | 25 | 26 | 27 | 5 | 0 | 0 | 170.5 |
| | | 30 | | | | | 1 | 0 | 0 | 171.5 |
| May | | | 1 | 2 | 3 | 4 | 4 | 0 | 0 | 175.5 |
| | | 7 | 8 | 9 | 10 | 11 | 5 | 0 | 0 | 180.5 |
| | | 14 | 15 | 16 | 17 | 18 | 5 | 0 | 0 | 185.5 |
| | | 21 | 22 | 23 | 24 | 25 | 5 | 0 | 0 | 190.5 |
| | | H | 29 | 30 | 31 | 0 | 3 | 0 | 1 | 194.5 |
| June | | | | | | 1 | 1 | 0 | 0 | 195.5 |
| | | 4 | 5 | 6 | 7 | 8(.5V) | 4.5 | 0.5 | 0 | 200.5 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| TOTALS | | | | | | | 176.5 | 12 | 12 | 200.5 |
| | revised 7/27/06 | | | | | | | | | |

| Para Pro 2007-08 Calendar | | | | | | | | | |
|----------------------------------|----|-------|---------|----|----|-----------|-----------|----------|-------------------|
| Month | M | T | W | T | F | Work Days | Vacations | Holidays | Cumulative Totals |
| Aug | | | | | | | | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | | 0 | 0 |
| | 0 | 14** | | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | 0 | 0 | 0 | 0 | | 0 | 0 | 0 | 0 |
| Sept | | | | | 0 | 0 | 0 | 0 | 0 |
| | H | 4(.5) | 5 | 6 | 7 | 3.5 | 0.5 | 1 | 5 |
| | 10 | 11 | 12 | 13 | 14 | 5 | 0 | 0 | 10 |
| | 17 | 18 | 19 | 20 | 21 | 5 | 0 | 0 | 15 |
| | 24 | 25 | 26 | 27 | 28 | 5 | 0 | 0 | 20 |
| Oct | | | | | | | | | |
| | 1 | 2 | 3 | 4 | 5 | 5 | 0 | 0 | 25 |
| | 8 | 9 | 10 | 11 | 12 | 5 | 0 | 0 | 30 |
| | 15 | 16 | 17 | 18 | 19 | 5 | 0 | 0 | 35 |
| | 22 | 23 | 24 | 25 | 26 | 5 | 0 | 0 | 40 |
| | 29 | 30 | 31(.5V) | | | 2.5 | 0.5 | 0 | 43 |
| Nov | | | | 1 | 2 | 2 | 0 | 0 | 45 |
| | 5 | 6 | 7 | 8 | V | 4 | 1 | 0 | 50 |
| | 12 | 13 | 14 | 15 | 16 | 5 | 0 | 0 | 55 |
| | 19 | 20 | 21 | H | H | 3 | 0 | 2 | 60 |
| | 26 | 27 | 28 | 29 | 30 | 5 | 0 | 0 | 65 |
| Dec | | | | | | | | | |
| | 3 | 4 | 5 | 6 | 7 | 5 | 0 | 0 | 65 |
| | 10 | 11 | 12 | 13 | 14 | 5 | 0 | 0 | 70 |
| | 17 | 18 | 19 | 20 | H | 4 | 0 | 1 | 75 |
| | H | H | H | H | H | 0 | 0 | 5 | 80 |
| Jan | | H | 2 | 3 | 4 | 3 | 0 | 1 | 85 |
| | 7 | 8 | 9 | 10 | 11 | 5 | 0 | 0 | 89 |
| | 14 | 15 | 16 | 17 | 18 | 5 | 0 | 0 | 94 |
| | V | 22 | 23 | 24 | V | 3 | 2 | 0 | 99 |
| | 28 | 29 | 30 | 31 | | 4 | 0 | 0 | 104 |
| | | | | | | | | | 108 |

| | | | | | | | | | |
|---------------|----|----|------|------------|----|-------|----|----|-------|
| Feb | | | | | 1 | 1 | 0 | 0 | 109 |
| | 4 | 5 | 6 | 7 | 8 | 5 | 0 | 0 | 114 |
| | 11 | 12 | 13 | 14 (.5) | V | 3.5 | 1 | 0 | 118.5 |
| | V | 19 | 20 | 21 | 22 | 4 | 1 | 0 | 123.5 |
| | 25 | 26 | 27 | 28 | 29 | 5 | 0 | 0 | 128.5 |
| Mar | 3 | 4 | 5 | 6 | 7 | 5 | 0 | 0 | 133.5 |
| | 10 | 11 | 12 | 13 | 14 | 5 | 0 | 0 | 138.5 |
| | 17 | 18 | 19 | 20 | H | 4 | 0 | 1 | 143.5 |
| | 24 | 25 | 26 | 27 | 28 | 5 | 0 | 0 | 148.5 |
| | 31 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 149.5 |
| April | | 1 | 2 | 3 | V | 3 | 1 | 0 | 153.5 |
| | V | V | V | V | V | 0 | 5 | 0 | 158.5 |
| | 14 | 15 | 16 | 17 | 18 | 5 | 0 | 0 | 163.5 |
| | 21 | 22 | 23 | 24 | 25 | 5 | 0 | 0 | 168.5 |
| | 28 | 29 | 30 | | | 3 | 0 | 0 | 171.5 |
| May | | | | 1 | 2 | 2 | 0 | 0 | 173.5 |
| | 5 | 6 | 7 | 8 | 9 | 5 | 0 | 0 | 178.5 |
| | 12 | 13 | 14 | 15 | 16 | 5 | 0 | 0 | 183.5 |
| | 19 | 20 | 21 | 22 | 23 | 5 | 0 | 0 | 188.5 |
| | H | 27 | 28 | 29 | 30 | 4 | 0 | 1 | 193.5 |
| June | 2 | 3 | 4 | 5 | 6 | 5 | 0 | 0 | 198.5 |
| | 9 | 10 | 11** | 0 | 0 | 2 | 0 | 0 | 200.5 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 200.5 |
| TOTALS | | | | | | 176.5 | 12 | 12 | 200.5 |

Revised 7/25/07

Student Half Days - September 4, October 31, and February 14th

Non Student Days: November 9, January 21, January 25, February 15 -18 and April 4th

****Note**

Effective July 1, 2007 two (2) floating professional development days shall be indicated on the calendar (optional time sheet) for a total of 178.5 days.

The 2007-08 BCPA K-12 work calendar, shall have two (2) non-mandatory work days added. One (1) of the days shall be indicated on the work calendar prior to the start of the student instruction year and one (1) shall be indicated immediately after the end of the student instruction year.

- A. With the approval of the building or work site supervisor, one (1) or two (2) work days which are scheduled on a student instruction day(s) may be move to the above mentioned work days in order for the bargaining unit member to perform activities preparing for the upcoming or for activities after the final student instruction session for the school year.
- B. With the approval of the building or work site supervisor up to fifteen (15) hours of professional development activities paid at the bargaining unit member's current hourly rate of pay may be attended on non-student instruction days, after student instruction hours on student instruction days or on instruction days which the bargaining unit member is not scheduled to work due to flexing his/her yearly work schedule per paragraph (a) above. Such work shall not be mandatory and timesheets must be submitted.

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