

AGREEMENT

between

**ELKTON-PIGEON-BAY PORT LAKER SCHOOLS
BOARD OF EDUCATION**

and

**ELKTON-PIGEON-BAY PORT LAKER SCHOOLS
PARAPROFESSIONAL ASSOCIATION**

2011-2014

ARTICLE I - RECOGNITION

- A. The Board recognizes the Association as the exclusive bargaining representative for all members of the unit, which includes all regularly employed full and part-time paraprofessionals.
- B. Full-time paraprofessionals are those employees who are regularly scheduled to work thirty (30) hours or more per week.
- C. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an emergency manager appointed under the local government and school district fiscal accountability act to reject, modify, or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act. This provision is intended to satisfy this requirement.

ARTICLE II - RIGHTS OF THE ASSOCIATION

- A. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission.
- B. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards and in morning memos.
- C. The Association may use the District's interschool mail service and mailboxes for communication to its members, provided distribution of the Association mail does not require the District to expend additional money or allocate personnel time to perform such service.
- D. Upon written request of the Association, the Board shall provide a copy of the adopted budget.

ARTICLE III - HOURS OF WORK

- A. When school is in session, the normal work day and year for all paraprofessionals shall be according to job specifications.

Lunch period may be adjusted for the convenience of the building, and under any circumstances will be no less than thirty (30) consecutive minutes for full-time paraprofessionals. All employees shall have a paid working lunch period when scheduled to work five (5) or more hours.

- B. Full-time paraprofessionals will be provided a fifteen (15) minute relief period for each half shift of three and one-half (3 1/2) or more hours.
- C. If a paraprofessional works more than forty (40) hours in any one week, the employee may with mutual agreement with the superintendent, receive either comp time at the rate of time and one-half (1½) for all hours over forty (40) hours or the appropriate compensation. Extra hours shall be divided and rotated as equally as possible according to seniority within the building and among employees who regularly perform such work. Comp time requires building administrator approval and must be used at the earliest opportunity possible.

ARTICLE IV - VACANCIES AND PROMOTIONS

Whenever a vacancy is created in the bargaining unit, administration shall utilize the following procedure:

- A. The Board shall notify the employees of any vacancies by posting notice of vacancies and/or newly created positions as soon as possible.
- B. The administration shall give first consideration to those employees in the bargaining unit who are presently employed and are fully qualified to perform such duties for vacancies and newly created positions. However, when dealing with state or federal government funds, the Board shall in no way be restricted by any of the provisions of this Agreement in terms of selection of employees and/or the type and/or method of the work to be performed. The final decision on filling all vacancies rests with the District and is not subject to the grievance procedure.
- C. Any and all applications for vacancies or newly created positions must be made in writing. Employees not selected may inquire as to the reasons therefore.
- D. At the time of employment each employee shall be given a copy of this Agreement.

ARTICLE V - SENIORITY

- A. All new employees shall serve a probationary period of one (1) year from date of hire. Days of work missed will serve to extend the probationary period. The purpose of the probationary period is to enable the Board to decide whether or not these employees shall be permitted to obtain seniority, and to therefore be covered by the provisions of this agreement other than wages. Any matter involving probationary paraprofessionals is not subject to the grievance procedure.
- B. Upon completion of the probationary period, the employee's seniority date shall be retroactive to his/her date of hire as a member of this unit. The last four digits of the social security numbers will be used in the event of a tie (same first day worked) for those employees hired after July 1, 2007, with the larger number identifying higher seniority.
- C. Seniority shall be defined as the length of continuous uninterrupted service within the bargaining unit. Time spent on unpaid leave of absence or layoff shall not be construed to interrupt service for purposes of seniority but seniority shall not accrue during such periods.

Paraprofessionals shall be laid off and offered recall according to seniority in conformance with Article V, B. Paraprofessionals laid off are to be offered re-employment -- Those having the most seniority shall be recalled first, providing they are qualified and can do the available work. Recall rights are limited to a period of two (2) years from the effective date of layoff.

ARTICLE VI - RESIGNATION

- A. Any paraprofessional desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.

- B. Any paraprofessional who discontinues services without said letter of resignation shall be automatically recorded as being dismissed.

ARTICLE VII - LEAVES OF ABSENCE

- A. Personal Leave: Leave of absence without pay may be granted by the Board for good cause for a period of thirty (30) days. These leaves may be renewed or extended by mutual agreement of the Board and the Association. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer.)
- B. Sickness: Unpaid leaves of absence for sickness or injury of any employee will be granted upon receipt of notice from the doctor by the Board and may be for indefinite duration, not to exceed more than one (1) year. However, most leaves will be for a fixed period with the obligation on the employee to report any change of condition or request a continuation. Seniority shall not accumulate during such leaves. Employees requesting leave continuation within the reasonable limits shall be required to present a supporting doctor's statement. An employee returning from such leave shall be required to present a doctor's written release.
- C. Paid Sick Leave: Employees shall receive ten (10) sick days per year with an accumulation to one hundred (100) days. Any days in excess of ninety (90) days at the end of the year will be paid off at the rate of \$15.00 per day.

All requests for partial day sick leave require the approval of the building principal. The employee must call in and provide a doctor's slip when requested. For absences of five (5) consecutive work days or more the employee must automatically bring in a doctor's slip. Part-time employees shall receive a pro rata share. Sick days may not be used in Workers Compensation cases.

Upon retirement from the District and acceptance into the Michigan Public School Employees Retirement System, unused sick days will be bought back at the rate of \$15.00 per day for those employees with at least ten (10) years of service to the District.

Sick days may be used for illness or disability of the employee (including pregnancy related disability). Up to ten (10) days per year may be used for the illness or disability of the employees child, spouse, parent or other family members approved by the Superintendent. In extenuating circumstances, the Superintendent may authorize additional days beyond ten (10) days or authorize days for other family members.

Sick leave will be recorded as hours. One day equals employee's scheduled daily work hours.

- D. An employee who leaves the employment of the District, except on leave of absence or layoff, shall forfeit all unused sick leave days. Days so forfeited shall not be restored if the employee shall later re-enter the employment of the District.
- E. Employees covered by this Agreement may request from their principal two (2) paid days for use as personal business days. These days may not be used before and/or after any holiday and/or vacation period unless permission for such leave is requested because of unique circumstances by the employee and granted by the superintendent.

The purpose of these days is to transact business which cannot be done at any other time, and the request is subject to the approval of the principal. Personal leave will be recorded as hours. One day equals employee's scheduled daily work hours. Unused personal business days will be transferred to the employees sick leave balance.

- F. Emergency Leave: Emergency leaves will require the approval of the building principal.
 - 1. Death Leave: Absence due to death in the immediate family for a period not to exceed three (3) working days, and sick leave will be charged.
 - 2. Immediate family shall be: Father, mother, brother, sister, wife, husband, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, aunt, and uncle.
- G. Unpaid leaves-of absence for purposes of primary care of an immediate family member (See section F above) may be granted by the Board for periods of up to one (1) year. Requests for such leaves must be made at least thirty (30) calendar days prior to the requested effective date of the leave.
- H. Unpaid leaves of absence, for any health related reason, require the exhaustion of all available personal and sick leave accumulation.

ARTICLE VIII - GRIEVANCES

A grievance shall mean a complaint by a paraprofessional in the bargaining unit where there has been a violation, misinterpretation, or an inequitable application of a specific provision of this Agreement.

- A. A paraprofessional who feels that he/she has a grievance shall first take the matter up verbally with the principal or designated administrative representative within five (5) working days following the date the grievant became aware of the act or condition which the employee feels is the basis for the grievance.
- B. If the matter is not resolved, the paraprofessional shall reduce the grievance to writing, specifying the section of the contract the employee alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the principal within ten (10) working days following the date the paraprofessional became aware of the act or condition which the employee feels is the basis for the grievance.
- C. Within three (3) working days of the receipt of the written grievance, the administration will attempt to arrange a conference. If the administration fails to answer within three (3) working days, the grievance may be submitted to the Superintendent within an additional three (3) working days.
- D. The Superintendent shall answer the grievance within ten (10) calendar days of receipt of the appeal. If the Superintendent's answer does not settle the grievance, the employee may within five (5) working days of the receipt of the Superintendent's answer appeal the grievance to the Board of Education for a final answer.

ARTICLE IX - DISCIPLINE

- A. No paraprofessional who has completed the probationary period shall be disciplined or discharged without just cause. Any such grievance actions shall be subject to the grievance procedure.
- B. There shall be no reprisal of any kind taken against any party of interest or an Association representative by reason of participation in any of the procedures of this agreement.

ARTICLE X

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

ARTICLE XI - CLASSIFICATION AND COMPENSATION

Wage Scale shall be as follows:		11 -12 Paraprofessionals
Step I	Less than three (3) full years of service	\$8.52
Step II	Three (3) full years of service, but less than five (5) full years	\$11.19
Step III	Five (5) full years of service, but less than ten (10) full years	\$11.95
Step IV	Ten (10) full years of service, but less than fifteen (15) full years	\$12.53
Step V	Fifteen (15) full years of service	\$13.09

* Rates subject to wage reopener for 2011-2013 AND 2012-2014.

- A. Movement on the salary scale will take place on the employee's anniversary date.
- B. Paraprofessional pay will be converted to salary based upon the hourly rate times the number of scheduled days in the work year, plus pay for seven (7) holidays. A paraprofessional may have pay divided equally by 22 or 26 pays. This choice is to be indicated by paraprofessional through the Business Office each June.
- C. Longevity: Employees with over twenty (20) years of service in the Laker School District as of June 30th each year shall receive a One Hundred Fifty (\$150.00) Dollar longevity payment no later than June 30 of each school year. This amount will be prorated in the event of a long term unpaid leave of absence during that year.
- D. Paraprofessionals scheduled to work less than forty (40) hours per week who sub for another paraprofessional, will receive their normal rate of pay for any additional hours worked up to forty (40) hours per week.

ARTICLE XII - HOLIDAY PAY

In order to be eligible for holiday pay, an employee must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, and the employee must complete one (1) year of service to qualify for holiday pay. Any employee on sick leave the day before or day after a holiday shall be eligible for holiday pay. The following days shall be considered paid holidays by the Board: Labor Day, Thanksgiving, Thanksgiving Friday, Christmas, New Year's Day, Good Friday, and Memorial Day.

ARTICLE XIII - FRINGE BENEFITS

Premium payment for all fringe benefits will be pro-rated for all employees working less than six (6) but at least four (4) hours per day.

A. Each paraprofessional shall be provided with \$30,000 in group term life insurance, Set Ultradent Dental Insurance and in one of the following:

1. Single SET Basic III Ultra Vision
2. Full Family SET Vision Plan I, with a frame allowance of \$90

The District reserves the right to change insurance companies provided similar coverages to those in place on July 1, 2007 are maintained.

B. Each paraprofessional will participate in the Laker Section 125 Cafeteria Plan, which will offer the following options:

Option 1: Continue enrollment in Life, Dental, and Vision Plans as outlined in Section A.

Option 2: Waive Life, Dental, and Vision coverages and will be paid \$1,020 per year toward hospitalization insurance.

Those who choose to take health insurance, as provided by the Board of Education for administrators, will have a Section 125 Premium Conversion payroll deduction from their paychecks which equals the premium for that health insurance coverage for the year. The employee may select single subscriber, two-person, or full family coverage, providing the gross pay of that employee is greater than the health insurance Section 125 Premium Conversion deduction. If gross pay is not sufficient, the employee must pay the school District by cash or check as notified by Central Office.

Option 3: The Board agrees to pay \$240 annually in cash under a qualified section 125 plan which can be retained as such or can be applied toward an annuity of the employee's choice that is available through the business office for those paraprofessionals not subscribing to Board-paid dental insurance

- C. For all school employees hired before July 1, 2011, the school district shall provide any paraprofessional responsible for playground duty with either a winter coat or one pair of snow boots every other year.
- D. First aid training will be provided to employees when directed by building supervisors.
- E. Fringe benefit coverage will terminate with the exhaustion of all leave available for any illness or disability leave of absence plus twelve (12) weeks of unpaid time off.
- f. In the event the law changes in such a manner as to require employees to pay a portion of their health insurance premiums, such amounts will be deducted as a condition of this agreement. If the vision benefit is self-funded, the cost to be deducted will be determined by following the state regulations.

ARTICLE XIV - SCHEDULED WORK DAYS

Full-time full-year paraprofessionals will be scheduled to work the same number of days as the students attend school. Where prepreparation time or year end activites warrant, a paraprofessional may request in writing to the Superintendent, one (1) additional work day prior to the start of school and one day after school ends. Such requests must have the concurrence of principal as to the need and approval of the Superintendent. Additional days may be authorized by the Superintendent.

Paraprofessionals will receive their regular pay for days which are canceled but shall work on any rescheduled days with no additional compensation. If the paraprofessional does not work the scheduled make up day, pay will be docked.

ARTICLE XV - EVALUATION

Each paraprofessional shall be evaluated one time per year by the building principal or the principal's designee.

ARTICLE XVI - DURATION OF AGREEMENT

- A. This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2014.
- B. At least sixty (60) days prior to the expiration date of the Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of paraprofessionals employed by the Board.
- C. The parties further agree to meet during the normal school year upon the call of either party to discuss any and all problems concerning wages, hours, and working conditions that arise during the year.

D. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of this _____ day of _____, _____.

**ELKTON-PIGEON-BAY PORT LAKER
BOARD OF EDUCATION**

President

Secretary

**ELKTON-PIGEON-BAY PORT LAKER
ASSN OF PARAPROFESSIONALS**

Chairperson, Negotiations Committee

Representative, Negotiations Committee