

# **BEDFORD PARAPROFESSIONAL ASSOCIATION (MEA/NEA) AND BEDFORD PUBLIC SCHOOLS**

## **ARTICLE 1 - AGREEMENT**

This agreement entered into this first day of July 2010, by and between the Board of Education of the Bedford Public Schools, hereinafter called the “Board” and the Bedford Paraprofessional Association MEA/NEA (Michigan Education Association/National Education Association), hereinafter called the “Association”.

This agreement shall not prevent 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. Furthermore the act does not confer a right to bargain that would infringe on the exercise of powers under the local government and school District fiscal accountability act. Any provisions required therein are prohibited subjects of bargaining under the act. *[This new provision is mandated to be included in all new collective bargaining agreements. It is irrelevant as to whether the Union or the District agreed or disagreed to its inclusion. See MCL 423.215, et al]*

## **ARTICLE 2 - WITNESSETH**

Whereas, the Board has a statutory obligation pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the recognized organization as the representative of its paraprofessional personnel with respect to hours, wages, terms, and conditions of employment.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 3 – RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Act 379, Public Acts of 1965, for all personnel engaged in paraprofessional work as set forth in the Michigan Employment Relations Commission (MERC) Case No. R96 F-87.
- B. All personnel represented by the Association in the above-defined bargaining unit shall, unless otherwise indicated, hereinafter be referred to as “paraprofessionals” and reference to female personnel shall include male personnel.
- C. The Board agrees not to negotiate with any paraprofessional’s organization other than the Association for the duration of this agreement.

## **ARTICLE 4 - EMPLOYEE'S RIGHTS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that every paraprofessional shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for their mutual aid and protection. As duly elected body exercising governmental power under cover of law of the State of Michigan the Board undertakes and agrees that it will not directly or indirectly discourage, deprive, coerce any paraprofessional in the enjoyment of any rights conferred by said Act 379 or other laws of Michigan or the Constitution of Michigan and the United States. That it will not discriminate against any paraprofessional with respect to hours, wages, any terms or conditions of employment by reason of her/his membership in the Association, her/his participation in any activities of the Association, or collective professional negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- B. The Board agrees to deduct the Association dues once each pay for 18 pay periods beginning in the third pay of the school year and ending in June, from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the treasurer of the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the treasurer by the first of the succeeding month, after such deductions are made. This authorization shall be irrevocable during the term of this agreement. In the event the paraprofessional does not authorize payroll deduction or make payment directly to the Association, the Board shall notify such paraprofessional of termination of her/his employment ten (10) working days hence unless she/he complies with the terms of this agreement.

The Association will hold the Board harmless from all cost resulting from this action.

### **Authorization for Payroll Deductions**

Employee previously authorized the deduction of dues from earnings, an amount established by the Association as annual dues. The amount deducted shall occur through payroll deduction.

- C. The Board specifically recognizes the right of its paraprofessionals appropriately to invoke the assistance of the Michigan Employment Relations Commission (MERC) or mediator for such public agency or an arbitrator appointed pursuant to the provision of this agreement.
- D. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings under the same policies as other organizations in the District.

- E. Reasonable use of the inter-school mail, school typewriters, computers, and school duplicating machines shall be made available to the Association and its members for notices and news of Association business. The Association shall pay for the cost of all materials and supplies incident to such use.
- F. Stationery and stamps are not provided to the paraprofessionals for use in conducting personal business.
- G. School telephone use will be allowed only in emergency situations. Paraprofessionals will be required to place all long distance calls, pursuant to their building procedure.
- H. The private and personal life of any paraprofessional is not within the appropriate attention or concern of the Board except as it impinges upon her/his ability to do her/his job.
- I. Duly authorized representatives of the Association and their respective affiliates, during non-work time, shall be permitted to transact official Association business on school property, provided this shall not interfere with or interrupt normal school operations in the opinion of the building principal/designee.
- J. The Board agrees to make available, upon request of the elected officers of the Association or their designees, public information about the School District.
- K. The representatives of the Association and the Administration, upon mutual consent, will meet to discuss matters of mutual concern.
- L. The employer shall provide:
  - 1. Secured space for each bargaining unit member to store personal articles.
  - 2. Adequate storage space in each classroom for instructional materials.
  - 3. Adequate supplies and materials required in daily responsibilities.
- M. The Association will be given six (6) days to be used for Association business purposes, only upon mutual agreement. Request for any of these days shall be made to the Director of Human Resources and Labor Relations at least three (3) working days in advance. Up to three (3) members, designated by the President, shall be released with no loss of pay, to attend any single event.

## **ARTICLE 5 - BOARD'S RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the school District, hereby retains and reserves unto itself, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the school code and the laws of the state, the constitution of the State of Michigan and/or include, by way of illustration and not by way of limitation, the rights to:

1. Manage and control its business, its equipment, and its operations and direct the working forces and affairs of the entire school system within the boundaries of the school District of Bedford;
  2. Continue its rights, policies and practices of assignment and direction of its personnel, determine the number of personnel, and schedule all the foregoing;
  3. Direct the working force, including the right to establish and/or eliminate positions, to hire, evaluate, promote, suspend, and discharge employees, transfer employees, assign work or duties to employees, determine the size of the work force, and to lay off employees;
  4. Determine the services, supplies, and equipment necessary to continue its operation and to determine all methods and means of distributing the above and establishing standards of operation, the means, methods, and processes of carrying on the work;
  5. Determine the qualifications of employees;
  6. Adopt rules and regulations;
  7. Determine the location or relocation of its facilities, including the establishment or relocation's of new schools, buildings, departments, division or sub-divisions thereof and the relocation or closing of offices, departments, divisions or sub-divisions, buildings, or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations;
  9. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
- B. It is further recognized that the Board, in meeting such responsibility and exercising its powers and rights, acts through its administrative staff.
- C. The listing of specific management rights in this agreement is not intended to be nor shall be restrictive of or a waiver of any rights of management not listed and specifically surrendered herein whether or not such rights have been exercised by the Board in the past.
- D. The Board shall continue to have the exclusive right to establish, modify, or change any conditions except those covered by provision of this Master Agreement.

## **ARTICLE 6 - RESPONSIBILITY**

Paraprofessionals shall be directly responsible to their immediate superior, her/his assistant, and all administrators so designated by the Superintendent of Education or the Director of Human Resources and Labor Relations.

## **ARTICLE 7 - RESIGNATION/RETIREMENT**

Any paraprofessional resigning or retiring shall file a written resignation/retirement with the Human Resources Office at least ten (10) working days prior to the effective date. Upon retirement, or resignation, after fifteen (15) years of service, employees covered by this

Agreement shall receive thirty (\$30) per day for each unused accumulated sick day, up to sixty (60) days. Beginning July 1, 2011, employees shall receive thirty-five dollars (\$35) per day for each unused accumulated sick day, up to sixty (60) days. Beginning July 1, 2012, upon retirement, or resignation, after twelve (12) years of service, employees covered by the Agreement shall receive forty dollars (\$40) per day for each unused accumulated sick day, up to sixty (60) days.

## **ARTICLE 8 - SENIORITY**

Seniority means a paraprofessional's length of service with the Bedford Public School System from her/his first date of hire as a paraprofessional. All prior service as a paraprofessional to the Bedford Public Schools shall be retroactive and included as current seniority in this Agreement.

- A. Seniority shall be granted to all employees covered by this Master Agreement. An up-to-date seniority list shall be provided to the President of the Association annually, by the Board no later than thirty (30) calendar days after the start of school. Said seniority list shall include first day of work, current assignment, and number of hours worked. The President shall have super seniority for purposes of layoff and recall.
- B. An employee shall be terminated and lose her/his seniority within all classifications if:
  - 1. The employee quits;
  - 2. The employee is discharged for any reason and not reinstated through the grievance procedure;
  - 3. The employee fails to report for work on the first regularly scheduled work day in which the employee is scheduled to report back to work, following a leave of absence, or fails to secure an approved extension of a leave of absence, mitigating circumstances will be considered by the Board; or
  - 4. The employee is employed elsewhere during a leave of absence without the knowledge of the employer;
  - 5. The employee falsifies personnel records, medical history, criminal record, or falsifies the reason for a leave of absence.

## **ARTICLE 9 - LAYOFF AND RECALL**

- A. In the event of a necessary reduction in work force, the Board shall first lay off probationary bargaining unit members, then the least senior bargaining unit members. In no case shall a new employee be employed by the Board while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position.
- B. Layoff shall begin with:
  - 1. Probationary employees;
  - 2. Employees with the least amount of service (seniority).
  - 3. The Board's decision to reduce staff or close facilities during student vacation periods is not to be affected by the layoff clause;

4. Any paraprofessional facing layoff during the regular school year shall be given a twenty working days' notice in writing except in the case of strikes by other employee groups and other factors beyond the control of the Board.
5. A laid-off bargaining unit member shall, upon application and at her/his option, be granted priority status on the substitute list according to her/his seniority. Laid-off bargaining unit members may continue their fringe benefits by paying the monthly subscriber group rate premium for such benefits to the Board.
6. Where practicable, when a vacancy occurs, the District will strive to make hours available to existing paraprofessionals.

C. Recall

1. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Any bargaining unit member who has served more than thirty (30) working days in a position, or who within a reasonable amount of time could be trained to perform the work, shall be deemed qualified for any position in the bargaining unit. Any bargaining unit member being recalled to a Title I position must meet the qualifications of the No Child Left Behind Act.
2. A paraprofessional who has been laid off will be notified of recall to work by certified mail. In the event a paraprofessional fails to make herself/himself available for work at the end of five (5) working days, she/he will lose her/his seniority rights.
3. Bargaining unit members recalled to work are obligated to take said work. A bargaining unit member who declines recall to work for which she/he is qualified shall forfeit her/his seniority rights.
4. In no event will student workers displace bargaining unit members.

## **ARTICLE 10 - CHANGES IN EMPLOYEE POLICIES**

Any changes in employee policies not directly affecting wages, hours, or conditions of employment as stated in this Agreement will be handled in the following manner:

- A. Where feasible, discussion between the Director of Human Resources and Labor Relations and the President of the Association regarding proposed changes in employee policies.
- B. Notification of any changes in employee policies affecting paraprofessionals will be sent to the Association President.

## **ARTICLE 11 - LEAVE OF ABSENCE**

- A. A leave of absence without pay or benefits up to one (1) year in duration may be granted upon written request from a bargaining unit member. Requests for leaves must be made by application ten (10) days prior to the inception, unless an emergency situation exists. The request for a leave of absence shall include the reason

for the leave along with the notification of the beginning and ending dates of said leave. It is understood that a leave of absence will not be granted for another employer or seeking work elsewhere. It is further understood that seniority will continue to accrue for a period up to one year of the leave.

It shall be the responsibility of the employee to notify the Board of Education of his or her intention to return to work upon completion of the leave. Notice shall be given by the employee, to the Board of Education not less than twenty (20) days prior to the date the leave is to expire. Failure to give such notice, absent good cause, shall be deemed an abandonment of employment with the District shall be terminated forthwith.

B. Unpaid Leaves of Absence may be taken for the following purposes:

1. General Leave of Absence – An employee requesting a leave of absence can make application for a general leave of absence for a period of one (1) year.
2. Military Leave – A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military service in any branch of the Armed Services of the United States, including the National Guard or Reserve unit. Such leave shall be treated as all other leaves by the school District, and the District shall comply with all Federal and State regulations concerning veteran's referencing.
3. Child Care Leave – Any employee in this bargaining unit may request a leave of absence of up to one (1) calendar year for child care purposes. Application shall be made at least thirty (30) days prior to the anticipated commencement of such leave. The application shall include sufficient information to allow the District to determine that the child care leave is justified, the anticipated date of commencement of the leave and the anticipated date of return. Approval of the Board must be obtained prior to the commencement of the leave.
4. Disability Leave – Any employee who can anticipate a prolonged disability shall be eligible for an unpaid leave of absence for up to one (1) year. Such leave shall be subject to extension for an additional period of one (1) year, upon approval of the Board of Education.
5. Family and Medical Leave Act – It is the policy of the School District to comply with the provisions of the Family and Medical Leave Act of 1993. Under the Act, employees are entitled to up to twelve (12) weeks of unpaid leave of absence for certain family and medical reasons, if the employee has worked for at least one (1) year and has worked at least 1,250 hours over the past twelve (12) months.
6. In the event that paid leave is available to the employee, the employee may be required to substitute paid leave for the unpaid leave, in certain circumstances.
7. Notice of the leave and medical certification should be given at least thirty (30) days prior to the taking of the leave, where the circumstances are foreseeable. Where the leave is not foreseeable, notice should be given as soon as practicable under the circumstances. Medical treatment should be scheduled so as not to unduly disrupt the employer's operation subject to the approval of the health care provider.

8. The employee will be returned to his/her respective original position, or an equivalent position, upon return from a leave.
- C. Educational – A leave of absence shall be granted for up to one (1) year's duration for the purpose of permitting the bargaining unit member to continue his/her education. Upon return from the leave, the bargaining unit member shall be reinstated to the same position he/she held when the leave began, if available or a comparable position. A bargaining unit member returning from a leave of absence shall be placed at the experience pay level he/she had before the leave. During the leave, seniority shall be frozen.
- D. A bargaining unit member may be released early to attend educational classes, as long as such release does not interfere with the assigned responsibilities of the bargaining unit member.

## **ARTICLE 12 - JURY DUTY**

A member called for jury duty or subpoenaed as a witness to give testimony before any judicial tribunal agree that monies paid to the employee shall be given to the District; The District agrees to pay employee for the day(s) wages. The employee may keep any mileage reimbursement given.

## **ARTICLE 13 - GRIEVANCE PROCEDURE**

- A. Definitions:
  1. A "grievance" is an alleged violation of the specific and express terms of this Agreement.
  2. For the purpose of processing grievances, working days shall be defined as Monday through Friday, or any day, in which the employee is scheduled to work, excluding all paid holidays, and inclement weather days.
  3. The term "grievance" as defined above shall not apply to:
    - a. The termination of services of, or failure to re-employ, any probationary employee; or
    - b. Any matter for which there is recourse under state or federal statutes.
  4. The time elements in the steps may be shortened, extended, or waived upon written mutual agreement between the parties.
  5. Any employee or Association grievance which is not presented for disposition through the grievance procedure within twenty (20) working days of the occurrence of the conditions giving rise to the grievance, or within twenty (20) working days of the date that the employee and/or the Association, as the case may be, first became aware of the conditions giving rise to the grievance, unless the circumstances have made it impossible for the employee or the Association, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

6. Any grievance, which is not appealed within the specified time limits set forth in that step level of the grievance procedure, shall be considered to be settled on the basis of the decision rendered at the previous step level of the grievance procedure. If no decision is rendered within five (5) days of the discussion, or the decision is unsatisfactory to the grievant and the Association, the Association may appeal it to the next level in the grievance procedure.
- B. Written grievances, as required herein, shall contain the following:
1. It shall be signed by the grievant or grievants except an Association grievance shall be signed by the Association representative.
  2. It shall be specific.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It shall cite the Article, Section, or Subsections of this Agreement alleged to have been violated.
  5. It shall contain the date of the alleged violation.
  6. It shall specify the relief requested.
- C. Level One (1)  
An employee alleging a violation of the express provisions of this Agreement shall, within twenty (20) working days of its alleged occurrence, orally discuss the grievance with the Building Principal in an attempt to resolve same. If no resolution is obtained within three (3) working days of the discussion, the employee shall reduce the grievance to writing and proceed within five (5) working days of said discussion to Level Two of the grievance procedure.
- D. Level Two (2)  
A copy of the written grievance shall be filed with the Director of Human Resources and Labor Relations or his/her designee, as specified in Level One. Within ten (10) working days of receipt of the grievance, the Director of Human Resources and Labor Relations or his/her designee shall arrange a meeting with the grievant and/or the designated Association representative, at the option of the grievant, to discuss the grievance. Within ten (10) days of the meeting, the designated Supervisor shall render his/her decision in writing, transmitting a copy of the same to the grievant and the Association representative. If no decision is rendered within such time period, the grievance shall be considered as denied.
- E. Level Three (3)  
If the grievance is not settled at Level Two, either party may request the services of a mediator from the Michigan Employment Relations Commission within the ten (10) working days of the date an answer was due in Level Two. Mediation shall not exceed twenty (20) working days from the date of the first mediation session.

F. Level Four (4)

If the grievance is still unsettled, the Association may, within thirty (30) working days after Level Three is completed, and by written notice to the other party, request arbitration.

1. A request for a list of arbitrators will be made to the American Arbitration Association by the Association. The parties will be bound by the rules and procedures of the American Arbitration Association in the selection of the arbitrator.

The arbitrator so selected will hear the matter promptly and will issue his/her decision not later than thirty-five (35) days from the date of the close of the hearings. The arbitrator's decision will be in writing and will set forth his/her findings of facts, reasoning, and conclusions on the issue submitted. The decision of the arbitrator shall be final and binding on the employee, Association, and employer. The parties shall share the fees and expenses of the arbitrator equally. Each party shall be responsible for the expenses of witnesses that they may call.

2. It shall be the function of the arbitrator, and he/she shall only be empowered to make a decision in cases of alleged violation of the specific Articles and Sections of this Agreement. His/her powers shall be limited by the following:
  - a. The arbitrator shall have no power to establish salary scales.
  - b. The arbitrator shall have no power to change any practice, policy, or rules of the employer, or to substitute his/her judgment for that of the employer, unless such rights or practices were relinquished by the employer in this Agreement.
  - c. The arbitrator shall be limited to deciding whether the employer has violated the express terms of this Agreement; and the arbitrator shall not employ obligations and conditions binding upon the employer from this Agreement, unless specified within this Agreement. It is understood that any matter not specifically set forth herein remains within the reserved rights of the employer.
  - d. In rendering decisions, the arbitrator shall give due consideration to the responsibility of management and the Association, and shall so construe the Agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
  - e. In the event that a case is appealed to the arbitrator, on which the arbitrator has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
  - f. The arbitrator shall have no power to interpret state or federal law.
  - g. The arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement, or any written amendments hereof, or to specify the terms of a new Agreement, or to substitute his/her discretion for that of the parties hereto.

- G. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- H. It shall be the general practice of all parties to process grievances during times, which do not interfere with or cause interruption of the employee's working day. Release time shall be granted only upon mutual consent of the aggrieved person, the Association, and the employer.
- I. A grievance may be withdrawn at any level but that same grievance may not be filed a second time.
- J. Any withholding of services or work stoppage encouraged, authorized, or supported by the Association, while grievance procedures are in process, shall constitute the basis of immediate discontinuation of any pending grievance(s).
- K. Grievances must arise and be filed in a timely manner during the term of this Agreement in order for the grievance to be subject to the arbitration process.

**ARTICLE 14 - ASSIGNMENTS, VACANCIES AND TRANSFERS**

**SEE Conditional Letter of Agreement signed May 9, 2011**

**Appendix "A"**

~~A. All bargaining unit members shall be provided their assignment for the upcoming school year no later than August 1st. This will include location, hours per day, days per year, and grade level for inclusion. Should the same position no longer be available or if that position has been eliminated or reduced by thirty (30) minutes or more per day the employee may choose one of the following options:~~

- ~~1. The employee may bump into another position in the paraprofessional unit, provided the paraprofessional has greater seniority than the individual being bumped, and provided the employee has the necessary qualifications and ability to perform the job. Any bargaining unit member that bumps into a Title I position must meet the qualifications of the No Child Left Behind Act. The parties recognize that there may be certain elements of a position where additional training is required. If additional training is needed the Board will provide such training, or~~
- ~~2. Apply for a vacancy.~~

~~B. All vacancies and newly created positions on the paraprofessional staff will be posted by the Personnel Office (at the personnel office and in a specified location in each school building) and copies sent to the Association President and to all members at home during the summer. This includes any position of more than four (4) weeks duration regardless of the number of hours worked. When substitutes are hired to fill paraprofessional positions of ten (10) days or more, the District shall notify the Association President within three (3) working days of the substitute's hire date.~~

~~C. When an opening for a paraprofessional position becomes available and is posted, the following shall apply:~~

- ~~1. All paraprofessionals applying within the posted period will be granted an interview. All paraprofessionals are encouraged to train and prepare for vacancies.~~
- ~~2. The position will be filled by the most qualified senior internal candidate. If two or more internal candidates are equally qualified, the most senior candidate will be offered the position. If no internal candidate(s) is available, the most qualified external candidate will be offered the position. If the implementation of this provision becomes problematic for either party, both parties agree to renegotiate this issue only.~~
- ~~3. All interview committees shall include at least one member of the Association appointed by the president.~~
- ~~4. It is in the interest of both parties to recognize that the affected position begins as quickly as possible after the interviews.~~

~~D. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) school days from the date of distribution during the school year and within ten (10) calendar days from the date of distribution during the non school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Association President or designee may submit an application on the employee's behalf during the five (5) or ten (10) day posting period.~~

~~E. Notification of all appointments shall be sent to the President of the Association by the Assistant Superintendent of Human Resources following the appointment.~~

~~F. The parties recognize the importance of providing training to new paraprofessionals or existing paraprofessionals who accept different positions within the District.~~

~~The Board agrees that when a paraprofessional transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. After the transfer, the new paraprofessional will be given the opportunity to train with a paraprofessional knowledgeable of the position requirements. Additional training will be addressed whenever necessary.~~

~~G. Once a position is filled, the parties agree that the hours shall not differ from the hours posted for a period of thirty (30) calendar days. At that time, if the position is increased by thirty (30) minutes or more, the Association President shall be notified of the change and the job will be reposted according to the contract.~~

~~H. It is understood that employees with five (5) or more years of building seniority, if displaced, may elect to stay within the school building that they have been assigned. Seniority permitting, displaced employee may exercise their seniority by bumping the least senior person with equivalent hours in the building.~~

## **ARTICLE 15 - DISMISSAL, SUSPENSION, AND DISCIPLINARY ACTION PROCEDURES**

A. Both parties to this Agreement recognize that communication is critical to good employer/employee relations and an efficient work place. Except in the case of serious misconduct, verbal communication should always be considered the initial step in the disciplinary process. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

1. Written warning by an appropriate administrator;
2. Written reprimand by an appropriate administrator;
3. Suspension with pay pending a "Just Cause" hearing (in cases where such a hearing is necessary);
4. Suspension without pay;
5. Dismissal.

The parties recognize that some infractions may be so serious as to warrant skipping one or more steps in the process.

B. Dismissal, suspension, and/or any other disciplinary action shall be only for just and stated causes with the employees having the right to defend themselves against any and all charges. Written notification of dismissal, suspension, or other disciplinary action shall be sent to the employee within five (5) working days. The employee, at his/her option, may notify the Union. Among the causes which may be deemed sufficient for dismissal, suspension, demotion, or other disciplinary action are the following:

1. Unauthorized or excessive absence from work;
2. Commitment or conviction of any criminal act;
3. Conduct unbecoming any employee in the public service;
4. Disorderly or immoral conduct;
5. Incapacity due to mental or physical disability;
6. Incompetency or inefficiency;
7. Insubordination;
8. Bringing alcohol/drugs into or consuming intoxicants on any school property or reporting for work under the influence of intoxicating beverage in any degree whatsoever;
9. Neglect of duty;
10. Negligence or willful damage to public property, waste, or misappropriation of public supplies or equipment;
11. Violation of any lawful regulation;
12. Deliberate falsification of records and reports;
13. Violation of the District's smoking policy.

- C. All dismissals shall be without pay. No suspension shall be effective for a period of more than ten (10) working days without prior approval of the Director of Human Resources and Labor Relations.
- D. An employee may be dismissed, suspended, or disciplined pending investigation and discussion, and if the dismissal, suspension, or disciplinary action is found to be without justification, the employee shall be reinstated with full back pay, except where an arbitrator determines that a lesser award is appropriate, including litigation of damages.
- E. If the dismissal or suspension is sustained under the procedures outlined in the grievance procedure, the employee shall be deemed dismissed as of the date of dismissal or suspension.
- F. Any suspended employee shall leave the premises and shall remain away until such dismissal or suspension is lifted or cleared.
- G. In any case of dismissal, suspension, or disciplinary actions, the employee, if he/she so desires, may request an investigation. This request must be written and presented within five (5) working days from the date of dismissal, suspension, or disciplinary action. Appeal from discharge or suspension must be heard within five (5) working days and a decision reached within fifteen (15) working days from the date of discharge or suspension. If no decision has been rendered within fifteen (15) working days, the case shall then be taken up as provided in the grievance procedure.
- H. A bargaining unit member will have the right to review the contents of all personnel records of the District (written/electronic) pertaining to said bargaining unit member originating after initial employment, and to have a representative of the Union accompany him/her in such review. The District shall also have the right to have a representative present during such review. Letters of reprimand shall not be placed in the individual employee's file before a hearing attended by the employee and supervisor. A Union representative may be present if requested by the employee. Each file shall contain a record of review.
- I. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the District. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised of said possibility.
- J. After 3 years, at the request of the bargaining unit member, the Director of Human Resources and Labor Relations may agree to note on adverse material that it may not be used in considering other disciplinary acts.
- K. Any case of assault upon a bargaining unit member and/or a bargaining unit member's property shall be promptly reported to the Employer. The Employer shall promptly

render all necessary assistance to the bargaining unit member, when possible, to prevent injury and loss of property. The District agrees, in the case of a physical assault upon a paraprofessional, the paraprofessional will be able to utilize school business days instead of sick days until Worker's Compensation becomes applicable.

**ARTICLE 16 - TRAINING**

- A. The Board agrees to reimburse expenses as provided in current District guidelines for any paraprofessional wishing to attend a workshop and/or convention which are approved by her/his immediate supervisor.
- B. Any paraprofessional wishing to take courses in the Bedford Public Schools Adult Education and Community Education programs to improve job skills may do so free of charge provided his/her request for approval of such courses is approved by the Director of Human Resources and Labor Relations prior to taking the course. Any paraprofessional wishing to take college courses to improve job skills must submit a request for approval of the courses to the Director of Human Resources and Labor Relations to the commencement of such course. Reimbursement for college tuition is covered in Article 17 and if approved, the course and corresponding textbook, will be paid for by the Board upon completion according to the grade as follows:

A, B, or 100%	100% of primary textbook
C, 75%	75% of primary textbook
Below C, 0%	0% of primary textbook

Payment will be made as soon as possible upon submission of the official grade report and book receipt by the paraprofessional to the Director of Human Resources and Labor Relations and after the Board of Education approves the request for payment for the previously approved courses, which was successfully completed, pursuant to the grade earned. College tuition will be reimbursed as covered in Article 17.

Pass/Fail or Satisfactory/Unsatisfactory courses will be reimbursed at 100% for a Pass or Satisfactory and 0% for a Fail or Unsatisfactory.

- C. Administration or the Personnel Department may request a paraprofessional to enroll in a course for the purpose of improving a job related skill which Administration and/or Personnel deems an essential function of the job which the paraprofessional holds. Such course and books will be paid for by the Board of Education at 100% and must be successfully completed (defined as the receipt of grade A, B, C, Pass or Satisfactory if an ungraded course) within six (6) months, where possible, of the date that the paraprofessional was requested by his/her supervising administrator or the Personnel Office to take the course. If the paraprofessional fails to take or successfully complete the requested course, or fails to improve the job related skill, which was deemed essential to the job, the Board may take action it deems appropriate.

- D. All bargaining unit members shall be provided with at least two (2) in-service training opportunities. The District will provide mandated training in basic CPR and First Aid to all bargaining unit members. Additional training shall be provided as determined by the District and as required by statute and/or individual IEP mandate, and as time allows for members (and one additional individual for substituting purposes) whose students are medically fragile. Such training opportunities shall be fully paid by the employer, and each employee shall be given her/his regular rate of pay for the hours of the in-service. The District will strive to make all in-service training relevant to the duties of paraprofessionals. All paraprofessionals will be notified in writing in regards to these in-services in a timely manner. Such training days must be scheduled in conjunction with teacher professional development days.
- E. Any paraprofessional who provides support services to a student whose program is guided by an IEP/504 is encouraged to provide input in writing to the teacher of record, which may or may not be included at the IEP/504 meeting, to ensure the student is receiving the most appropriate instruction.

#### **ARTICLE 17 - EDUCATION ENHANCEMENT REQUEST**

Members wishing to enroll in classes to enhance their daily paraprofessional instruction on the job performance, may upon approval of the Director of Human Resources and Labor Relations Superintendent of Instructional and Student Services or designee, enroll in Community College/College/University level courses. Approved enrollment, per school year, will be a maximum of six (6) semester hours. Paraprofessional employees will be reimbursed at the rate of fifty dollars (\$50.00) per semester hour. An official updated transcript must be submitted to Personnel in advance for proper verification. Course work will only be reimbursed for paraprofessional instructional aides that receive a grade of C or above or pass on a pass/fail system.

#### **ARTICLE 18 - EVALUATION**

- A. Performance evaluations will be completed annually and delivered to each member by May 1 of each school year. Evaluations may include in writing comments from teachers, administrators or personnel directly involved with the member that support the evaluation and will be available for the member to be given a copy.
1. The evaluation shall be in writing.
  2. The evaluation must be discussed with the paraprofessional before it is submitted to the Superintendent or his/her designee.
  3. After consultation with the evaluator, the paraprofessional will have the right to add remarks, statements or other information pertinent to the report. Such remarks shall be attached to the original performance report.
  4. If the evaluator believes an employee is doing unacceptable work, the reasons, therefore, shall be set forth in specific terms, and shall identify the specific ways in which the employee is to improve when applicable.

5. In the absence of a written annual evaluation, the paraprofessional's work will be judged satisfactory.
  6. The Building Principal and the Director of Human Resources and Labor Relations will review all evaluations by May 1.
- B. A general job description will be developed for the paraprofessional position after the ratification of this agreement. Such job description shall be developed jointly by the Board's and Union's negotiations teams, with equal representation from both. The job descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members hired by the Board. The job descriptions will include at a minimum:
1. Job title and description,
  2. Minimum requirements,
  3. A specific statement of required tasks and responsibilities. Job descriptions shall be attached to and considered a part of this agreement, and will be used for evaluation purposes.
- C. Performance Evaluation – Paraprofessionals with 1-4 years seniority, that receive an overall yearly performance evaluation, that exceeds the job expectation standard, will receive one hundred fifty (\$150) dollars performance stipend to be paid by June 30 of that completed school year.

## **ARTICLE 19 - PERSONAL BUSINESS DAYS**

The parties agree there may be personal conditions or circumstances, which may require a paraprofessional's absence. The Board agrees to grant a maximum of three (3) days per school year with pay to be used under the following conditions:

- A. This leave shall be used only in situations of urgency, for the purpose of conducting business which cannot be transacted on the weekend, after working hours, or during vacation periods.
- B. At least three (3) calendar days notification (via in person, e-mail or phone call) to the immediate supervisor (except in a case of emergency) will be provided by the BPA member when using Personal Business Days. The BPA member is solely responsible for inputting their absence into the attendance system on a timely basis for payroll purposes. In the case of emergency, the paraprofessional shall apply as soon as possible. No personal leave day that has been previously approved shall be denied due to inclement weather or an Act of God.
- C. No less than one half (1/2) personal business day may be used at any one time. At the beginning of the school year, any unused personal business days from the previous school year shall be added to each paraprofessional's sick leave balance.
- D. Members of the bargaining unit shall receive three (3) paid inclement weather days and shall not be required to report for work when school is canceled or delayed (for the period of the delay) due to inclement weather or an Act of God. In case of additional inclement weather or Act of God days, employees will have the option of using personal business

days for inclement weather days. Employees will be paid their regular rate of pay and scheduled hours per day for inclement weather or Act of God days when school is cancelled.

## **ARTICLE 20 - SICK LEAVE**

- A. In the first payroll following October 1, each bargaining unit member shall be credited with ten (10) days of paid sick leave (to be pro rated to a one day per month basis, for the year of hire, if the employee is hired after October 15<sup>th</sup> and after the 15<sup>th</sup> day of the month through the rest of that school year.) To be credited at the number of hours the bargaining unit member is working. The unused portion of which shall accumulate from year to year without limitation. The Board shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.
- B. Sick leave is only allowed for personal illness or immediate family. No sick leave pay shall be denied due to inclement weather or an Act of God provided the sick leave is scheduled at least twenty-four (24) hours prior to the time of the cancellation. If the implementation of this provision becomes problematic for either party, both parties agree to renegotiate this issue only.

**Funeral Leave** - A maximum of five (5) days for a death in the immediate family. Immediate family shall be interpreted as father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, spouse, child, grandchild, son-in-law, daughter-in-law. Step relatives within the definition of the immediate family shall include stepmother, stepfather, stepsister, stepbrother, stepchild, and step-grandchild. A maximum of three (3) days for the death of a grandparent, legal guardian, resident dependent of the immediate household, step-in-law (father, mother, brother, sister, son, daughter). Maximum of one (1) day for the death of a niece, nephew, aunt, or uncle. If travel time is necessary, the Director of Human Resources and Labor Relations shall determine the length of reasonable travel time allowed. A request for such leave shall be made within three (3) working days of appropriate notification of the death. In the event extended travel is required the employee may opt to extend their bereavement by utilizing personal or sick days, this must be approved by the Director of Human Resources and Labor Relations.

## **ARTICLE 21 - MISCELLANEOUS**

- A. Health/Smoking – Smoking or the chewing of a tobacco product on Bedford Public School property, and/or in Bedford Public Schools’ vehicles, on a structure or real estate owned, leased, or otherwise controlled by the Bedford School District, shall not be permitted at any time.
- B. Travel Reimbursement – Members of the Bedford Paraprofessional Association that required in the course of their work or District business to drive personal automobiles shall receive a car allowance. The Internal Revenue Service Standards shall set all

travel/mileage reimbursement. They will be adjusted annually on January 1, in accordance with Internal Revenue Service Standards. Travel/mileage reimbursement must be approved and determined in advance by their immediate supervisor.

- C. Student Assistance – Medically Fragile Students – Bargaining unit members will be provided information regarding appropriate contact(s) in order to provide care, instruction, or assistance to the medically fragile student. First aid training will be provided to the Bedford Paraprofessional Association Member.
- D. Cutting of Hours – If the school District reduces paraprofessional hours, the Association shall be allowed to present a plan to the District for consideration.
- E. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- F. The employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas.
- G. If the health aide is available, no bargaining unit member shall be required to dispense or administer medication, or perform diapering, toileting, medically related procedures or personal hygiene procedures, or nursing care. In the event the number of health aides are reduced or eliminated, both parties agree to meet and confer to address this provision.
- H. A bargaining unit member shall be ultimately responsible to the principal.
- I. Paraprofessionals shall not be expected to perform personal work for teachers, administrators, or others without the paraprofessionals consent.
- J. Paraprofessionals assigned to an inclusion student for the day shall be reassigned on that day when the student is absent to such other duties that will allow the paraprofessional to earn her/his daily rate of pay and equal hours. In the matter of prolonged absence, the matter shall be referred to the Director of Human Resources and Labor Relations for adjustment of assignment.
- K. When a situation arises in a building when a paraprofessional substitute is needed, additional time should be offered to available members in the building when practicable.
- L. The District will provide necessary materials, equipment and training in accordance to the guidelines of the Michigan Department of Education for the handling of blood-borne pathogens.
- M. Both parties recognize that it is not desirable for an unqualified paraprofessional to substitute alone in the classroom. However, if circumstances warrant, at the request of an administrator, when a qualified paraprofessional substitutes for a certified teacher, he/she

will be compensated at the substitute teacher rate of pay in minimal increments of one (1) hour.

- N. Reasonable travel time shall be allowed for each paraprofessional to move between scheduled classes.
- O. All employees shall have the following provided to them on a monthly basis: current balances of sick and personal business hours.
- P. Copies of this Agreement shall be placed on the District intranet upon ratification.

## **ARTICLE 22 - PERFECT ATTENDANCE BONUS**

Any paraprofessional having no absence chargeable against their earned sick leave days and having taken no time off without pay shall receive a bonus of one hundred dollars (\$100) for the period of July 1 to December 31 and for the period of January 1 to June 30.

Bereavement days noted under sick leave are not counted against perfect attendance. Act of God/Inclement weather days are not counted against perfect attendance. Personal business days are not counted against perfect attendance. A perfect attendance bonus will be paid on or before July 1, following the current school year.

## **ARTICLE 23 - PAID HOLIDAYS**

Association members shall receive as paid holidays the following:

- a. Thanksgiving Day
- b. Christmas Day
- c. Martin Luther King Day
- d. Good Friday
- e. New Year's Day

Should the holiday fall on a Saturday or Sunday, the holiday will be paid based on the District work calendar.

## **ARTICLE 24 - INSURANCE**

Insurance coverage shall be offered at the employees' expense provided the District selected carrier regulations will offer coverage for single, two (2) person, or full family. Employee paid health insurance costs will be made in full by the first (1st) of the month to the District. Upon no receipt of the employee's insurance in a timely manner, the insurance will be canceled.

Employees may purchase Super Care 1, Blue Cross Insurance, and MESSA Choices II through payroll deduction. VSP2 shall be provided for each paraprofessional, as soon as possible, paid for by the District as so.

**ARTICLE 25 - WAGES**

2010-2011	\$11.05
2011-2012	\$11.05
2012-2013	Economic re-opener.

The Board agrees to pay a Seniority Stipend:

1 - 4 years	(\$150.00 merit pay and \$100 attendance stipend continued)	
5 - 9 years	\$50.00 per month	(10 month pay)
10 - 14 years	\$75.00 per month	(10 month pay)
15+ years	\$100.00 per month	(10 month pay)

Seniority stipend now replaces previous merit pay and perfect attendance bonuses for those paraprofessionals in their fifth (5<sup>th</sup>) year (based on their date of hire) and above. When the next level up is achieved, the paraprofessional will be paid accordingly, starting on their anniversary date, if worked more than one-half (1/2) of the month.

**ARTICLE 26 - REGULAR PARAPROFESSIONAL EMPLOYEES**

Shall be defined as those who have served a probationary period of ninety (90) calendar days.

**ARTICLE 27 - PROBATIONARY EMPLOYEES**

Shall be defined as a new employee who shall work under the provisions of this Agreement, but shall be employed on a ninety (90) calendar day trial basis, during which period he/she may be terminated without recourse, provided, however, that the employer may not discharge for the purpose of evading this Agreement or discriminating against Union members. Based on ALL calendar days (Sunday through Saturday with no exceptions) on a 365 day calendar.) After ninety (90) calendar days, the employee shall be placed on the regular Instructional Paraprofessional seniority list.

Probationary employees who are absent on scheduled work days, or who serve their probationary period at a time in which their job is not operative, shall work additional full work days equal to the number of days that the employee was absent, or equal to the number of days that their job was not operative, and such employees shall not have completed their probationary period until the additional days have been worked.

**ARTICLE 28 - SEVERABILITY**

The agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of these parties in written and signed amendment to the Agreement. Should any provision of this Agreement be found contrary to law, the parties shall

meet within ten (10) working days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

**ARTICLE 29 - ENTIRE AGREEMENT**

This contract constitutes the sole and entire existing contract between the parties. It supersedes and cancels all prior contracts, all prior practices, whether oral or written, and expresses all obligations of, and restrictions imposed upon, the Board and the District.

This Agreement is effective from July 1, 2010 through June 30, 2013, notwithstanding there will be an economic re-opener in year (2012-13) three as to wages **plus** each side is limited to a maximum of three (3) language proposals.

\_\_\_\_\_  
President of Bedford Paraprofessional  
Association

\_\_\_\_\_  
President of Bedford Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

*(Originals on file with Union and HR/LR)*

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**Conditional Letter of Agreement**

**Between**

**Bedford Paraprofessional Association**

**And Bedford Public Schools**

**(May 9, 2011)**

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**This agreement expires June 30, 2012**

**ARTICLE 14 - ASSIGNMENTS, VACANCIES AND TRANSFERS**

- A. By the first week in August, Bedford Public Schools will determine the level of paraprofessional support in all schools. A meeting will be held at least one (1) week prior to the first day teachers report in August for the purpose of bidding on positions. This meeting will not be compensated and attendance is voluntary.
1. All paraprofessional positions will be posted for bid.
  2. The District will send a letter to the address on record to all members informing them of the date and time of the meeting and will include a seniority list and all posted positions. This letter will be sent to the employees' address on file no later than three (3) weeks prior to the meeting date.
  3. All such postings will include: Grade level (K-2, 3-5, 6-8, or High School) building, hours per day, time of day (AM or PM), start and end dates, classification (i.e. inclusion, at-risk or Title I), qualifications, and general needs of the position, (ASD, bathroom assistance, lifting, etc.)
  4. Members will bid by seniority for all posted positions.
  5. Members may bid on more than one posting (split positions) provided the posted hours do not exceed 6.5 hours daily, and the times do not conflict. Travel time between buildings will not be compensated unless the District creates such a split.
  6. Members who are unable to attend the meeting must submit a proxy bid, via e-mail, fax or letter 24 hours prior to the bid meeting, to the Director of Human Resources and Labor Relations, with a copy being sent to the union president, indicating their bid. If no proxy is received before the meeting begins, the member will be placed in any vacant remaining position by seniority and qualifications.
  7. Each building administrator will meet with each paraprofessional (preferably as a group of paraprofessionals or in order of seniority) that has bid to work in their respective building to confirm their position.
  8. Members cannot be reassigned once the bid meeting takes place unless they voluntarily agree with the building administrator to such a move. Such move shall not cause a loss in hours.
- B. Once the bidding process is complete, all vacancies and newly created positions on the paraprofessional staff will be electronically posted by the Office of Human Resources and Labor Relations to the District e-mail of the bargaining unit member and copies sent to the Association President. This includes any position of more than four (4) weeks duration regardless of the number of hours worked. When substitutes are hired to fill

paraprofessional positions of ten (10) days or more, the District shall notify the Association President within three (3) working days of the substitute's hire date.

- C. When an opening for a paraprofessional position becomes available and it is posted, all of the following shall apply:
1. The position will be filled by the most senior internal candidate.
  2. All paraprofessionals applying for a Title I position shall be qualified by the guidelines of NCLB Act or equivalent. If the implementation of this provision becomes problematic for either party, both parties agree to renegotiate this issue only.
  3. It is in the interest of both parties to recognize that the employee awarded the position shall be moved into said position within five (5) business days, unless extraordinary circumstances are shared with the union president.

- D. (NEW) Formerly A.1.

Should a paraprofessional's same position no longer be available or if that position has been eliminated or reduced by thirty (30) minutes or more per day the employee may choose one of the following options within five (5) business days of being notified:

1. Voluntarily agree to the reduction in hours, **OR**
2. The employee may bump into another position in the paraprofessional unit, provided the paraprofessional has greater seniority than the individual being bumped, and the employee has the necessary qualifications and ability to perform the job.
  - a. Any bargaining unit member that bumps into a Title I position must meet the qualifications of the No Child Left Behind Act. The parties recognize that there may be certain elements of a position where additional training is required. If additional training is needed the Board will provide such training.

- E. No vacancy shall be filled, except on a temporary basis in case of emergency, until such vacancy shall have been posted at least five (5) school days from the date of distribution during the school year and within ten (10) calendar days from the date of distribution during the non-school months. In the event an employee is absent during the posting period, and desires to apply for the vacancy, the Association President or designee may submit an application on the employee's behalf during the five (5) or ten (10) day posting period.

- F. Notification of all appointments shall be sent to the President of the Association by the Director of Human Resources and Labor Relations following the appointment.

- G. The parties recognize the importance of providing training to new paraprofessionals or existing paraprofessionals who accept different positions within the District.

The Board agrees that when a paraprofessional transfers to a new position, the supervising administrators will work cooperatively to ensure a smooth transition. After the transfer, the new paraprofessional will be given the opportunity to train with a paraprofessional knowledgeable of the position requirements. Additional training will be addressed whenever necessary.

- H. Once a position is filled, the parties agree that the hours shall not differ from the hours posted for a period of thirty (30) calendar days. At that time, if the position is increased by thirty (30) minutes or more, the Association President shall be notified of the change and the job will be reposted according to the contract.
- I. It is understood that employees with five (5) or more years of building seniority, if bumped or their position is eliminated or if there is a reduction in hours of more than thirty (30) minutes per day, the employee may elect to stay within the school building that they have been assigned, seniority permitting. In the alternative the employee may bump a less senior person in the paraprofessional unit with equivalent hours, provided the employee has the necessary qualifications and ability to perform the job.

Conditions of LOA:

If the implementation of any article or provision contained in the LOA becomes problematic for either party, both parties agree to meet and confer to address the issue(s) and find a suitable resolution or draft another LOA.

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**END**