

## **A G R E E M E N T**

It is mutually agreed as follows:

### **ARTICLE I**

#### **RECOGNITION**

The District recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining with respect to the rights of pay, wages, hours of employment and other conditions of employment for the entire term of this Agreement for all classroom paraprofessionals, including those involved in Title I programs, Special Education programs, other District programs, and media paraprofessionals, elementary service personnel, and child care givers, and excluding all other employees.

### **ARTICLE II**

#### **ASSOCIATION RIGHTS**

- A. Duly authorized Association representatives may be permitted to visit work locations provided they do not interfere with or interrupt work activities or normal operations. Any duly authorized Association representative must first secure permission from the Building Administrator and shall advise the Administrator of the reason for said visit.
- B. No paraprofessional will engage in Association activities during the paraprofessional's working hours that may interfere with her/his normal productivity. Permission based on the above considerations will come from the paraprofessional's immediate supervisor.
- C. The Association shall have the right to use the school building facilities under the same policies as other organizations in the District.
- D. The Association shall have the right to schedule Association membership meetings during the work day, provided the District and the Association mutually agree.
- E. Reasonable use of bulletin boards shall be made available to the Association and its members for notices and news of Association business.
- F. Use of inter-office mail service shall be made available to the Association and its members for Association business, provided that such use does not interfere with, or add to, normal schedules or operation.

- G. The Association shall have the right to use equipment such as computers, photocopying equipment and calculators, at reasonable times when such equipment is not otherwise in use after regular school hours. The Association shall be responsible for such equipment and pay for the actual costs of all labor and supplies associated with such use.
- H. The District and the Association mutually pledge themselves to continue to recognize the full constitutional and civil rights of all paraprofessionals. No religious or political activities in the personal life of an paraprofessional, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such paraprofessional. The provisions of the Agreement shall be applied without regard to race, color, national origin, sex, age, disability, height, weight, religion, or marital status.
- I. **Paraprofessionals Executive Board:** The District agrees to continue to meet with representatives of the Association as requested to discuss the interpretation and administration of the Agreement as it relates to day-to-day activities. Meetings shall be scheduled after school as needed for the Council to meet. These conferences are not meant to be an extension of the collective bargaining process; they are meant as informational meetings only. Minutes may be taken at such meetings and placed in a notebook for future reference.
- J. Whenever it is necessary for any officer or any other member of the Association to leave her/his work to handle a grievance, he/she shall be entitled to the necessary administrative leave required with the approval of the Building Principal or immediate supervisor with notification to the Human Resources Department.
- K. Paraprofessionals will be provided an annual Identification Card that will provide as a pass for the paraprofessionals and one other person to attend, at no charge, all District sponsored athletic events.
- L. The District agrees to provide copies of this Agreement, at the District's expense, to the Association or any individual member of the bargaining unit upon request.
- M. The Port Huron School Association of Paraprofessionals will furnish the District with the names of its officers and duly authorized Association representatives by no later than November 1 of each year and such changes as may occur from time to time in personnel so that the District may, at all times, be advised as to the authority of the individual representatives of the Association. The District shall not be required to deal with employees who are not duly authorized representatives.
- N. The paraprofessional is expected to carry out reasonable directions of his/her immediate supervisor that are not contrary to the terms of this Agreement nor will endanger the paraprofessional's health and well being.
- O. A paid leave of absence to attend professional meetings, at the request of the Association, shall be granted without deduction from accumulated leave time. All requests should be submitted prior to the actual date requested, not after the fact. Such requests shall include an authorization of the request by the Association. Leave days for Association purposes shall be at the expense of either the paraprofessional or the Association, except for a substitute, and shall be charged to the Association's fifteen (15) day allowance, of which ten (10) of the substitute days will be paid by the District and five (5) days of the substitute will be paid by the Association. A minimum charge of one-half (1/2) day will be used.

- P. Individual rights: Nothing contained within this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

### **ARTICLE III**

#### **FINANCIAL RESPONSIBILITY**

A. Agency Shop -

Each bargaining unit member shall, as a condition of employment, (1) upon completion of the probationary period as defined in this Agreement, join the Association, or (2) pay a service fee to the Association, pursuant to Federal Law. The service fee shall not exceed the amount of Association dues collected from Association members. The bargaining unit member may authorize payroll deduction for such fee in the same manner as provided elsewhere in this Article.

In the event that the bargaining unit member 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 bargaining unit member's wages and remit same to the Association.

B. Deductions for Dues Obligations -

1. Pursuant to *Chicago Teachers Union v. 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 hereto, applies only to non-union bargaining unit members. The remedies set forth in that 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 bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement.
2. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments, and contributions to the Association as established by the Association. Such authorization shall continue in effect from year to year unless revoked according to the procedure outlined in the MEA Constitution, Bylaws and Administrative Procedures.
3. Pursuant to this Article, the Employer shall payroll deduct from each paycheck the dues, assessments, contributions and/or service fees determined by the Association. The Association shall inform the Employer of the appropriate deduction for each bargaining unit member for each paycheck.
4. Amounts deducted as provided above shall be transmitted within thirty (30) calendar days of the respective payroll run date to the Association along with a list of the names, respective amounts

deducted for each bargaining unit member and, if the dues, assessments, contribution and/or service fee was determined wholly or in part by a percentage formula, the wage amount used to calculate the respective dues, assessment, contribution and/or service fee.

5. Within seven (7) calendar days of hire, the Employer shall inform the Association of the name and job title of each newly hired bargaining unit member. The Employer shall give each new hire the Association's form(s) for payroll authorization of dues, assessments, contribution and/or service fee deduction.
  6. Due to certain requirements established in court decisions, the parties acknowledge that the amount of the service 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 service fee by non-members shall be activated no earlier than thirty (30) days following the Association's notification to non-members of the service fee for that given school year.
- C. Any dispute arising as to the employee's obligations to the Association under the foregoing subsections may be presented as a grievance as indicated in the grievance procedures.
- D. The Association will indemnify, defend and hold the District harmless against any claims made and against any suit instituted against the District on account of any deductions of any payments to the foregoing and on account of any dispute concerning an employee's employment status by reason of any failure or refusal on the part of the employee to make any such payment.
- E. Bargaining unit members may request, in writing or by submission of a deduction authorization, that additional deductions be made from their pay for the following purposes:
1. United Foundation
  2. Credit Union
  3. Tax Deferred Annuity Program
  4. Dues or Service Fee
  5. United States Savings Bonds
  6. Health Insurance
  7. Dental
  8. Vision
  9. New deduction plans as determined by the District

**ARTICLE IV**  
**CLASSIFICATION AND SENIORITY**

A. Job Classification -

1. Paraprofessionals will be divided into five job classifications as follows:
  - a. Instructional paraprofessionals
  - b. Special Education paraprofessionals
  - c. Media paraprofessionals
  - d. Elementary Service Personnel
  - e. Child Care Givers

B. New and Probationary Paraprofessionals -

1. Each new paraprofessional shall serve a forty-five (45) working day probationary period during which time there shall be no responsibility on the part of the District for his/her continual employment. During such probationary period, the paraprofessional will be paid at the appropriate rate for her/his classification towards the 45-day probationary period. If a probationary paraprofessional cannot be returned to their previous year's building assignment and is assigned to a new building, up to 25-working days of the previous probationary assignment will count.
2. The District has the right to hire a returning paraprofessional at any rate within the confines of the Salary Schedule it deems commensurate with her/his experience or training. A returning paraprofessional shall start with no seniority. Returning paraprofessionals shall not be required to serve an additional probationary period. The District may adjust the rate of pay of the returning paraprofessional at the time it so deems the change is justified.
3. On occasion the District may employ non-classified personnel for part or full time work. The District will notify the Association of any such placements. These employees are intended to be temporary personnel only. Such paraprofessionals will not be hired during a lay-off period unless all laid-off paraprofessionals who are qualified refuse the assignment.

C. Seniority -

1. Seniority Date - The District agrees to establish for each paraprofessional a seniority date beginning the first day the paraprofessional began work in a regular position on a continuous basis.

2. In the event of more than one (1) employee having the same effective date of employment, the last four digits of the social security numbers will be used to determine placement on the seniority list. Such employees will be placed in order; the employee with the lowest social security number to be listed first on the seniority list. The employee with the lowest social security number will have the higher seniority. No part of a paraprofessional's social security number will be printed on the seniority list.
3. Seniority - Seniority will be lost for the following reasons:
  - a. If the paraprofessional quits
  - b. If the paraprofessional is discharged for just cause
  - c. If the paraprofessional fails to report for twenty-four (24) hours or more without notifying the Human Resources Department or his/her building principal not later than the start of his/her shift on the second day unless such absence is caused by a situation over which he/she has no control. Such absence will be explained upon his/her return.
  - d. In the event of a layoff, if the paraprofessional fails to return to work within five (5) days after being notified to report for work by certified mail with return receipt.
  - e. If the elapsed time of layoff period exceeds the seniority at the time of layoff up to a maximum of two (2) full years from date of actual layoff. A paraprofessional on layoff who substitutes 137 days in a school year shall not be considered on layoff for purposes of loss of seniority under this section.
  - f. Retirement
4. Seniority List - Paraprofessionals will be placed on the seniority list by classification according to their seniority date. A copy of an up to date seniority list shall be provided to the officers and members of the union by March 1 of each year and the President of the Association will be notified of all changes as they occur.
5. Employees on unpaid leave for less than one year will continue to accrue seniority. At the end of one year, he/she shall have his/her seniority credit frozen until returned from leave.

## **ARTICLE V**

### **LAYOFF AND RECALL**

- A. In the event it becomes necessary to make reductions in the number of paraprofessionals, the District will meet with the Port Huron School Association of Paraprofessionals to discuss the situation prior to such action. If an independent action of the School Board makes such reductions necessary, then the "meeting prior to such action" shall mean five (5) school days after the School Board action.
- B. The District shall provide paraprofessionals written notification of their employment status for the

upcoming school year.

C. Recall Procedure -

1. Assignment:

- a. Paraprofessionals will return to their previous year's assignments, if available, or to a new position for which they are qualified, if obtained through the bidding procedure.
- b. In the event a vacancy has not been filled through the bidding/posting process or by Trial Training Placement, as outlined below, a laid off paraprofessional will be recalled to the vacancy within his/her classification provided they meet the qualifications of the position. The qualifications for the position will be those qualifications listed on the job description or on the posting for the position. In the event the laid off paraprofessional is qualified for the position and refuses the assignment, the laid off paraprofessional may be terminated.

2. Bumping Procedure:

Paraprofessionals not in assignment and not placed through the bidding process in a new position, will bump the lowest senior paraprofessional within their classification, provided they meet the qualifications of the position. If there is more than one person on layoff with enough seniority to bump into a position, the most senior person in the layoff group will have the choice of any one of the lowest senior paraprofessional positions in the same classification for which the person is qualified. For example, if there are three paraprofessionals on layoff who are able to bump into a position, the most senior paraprofessionals on layoff may bump any one of the three lowest senior paraprofessional positions in the same classification if they are all qualified for the positions. This process will continue in order of seniority until all the persons on layoff are placed into positions. The qualifications for the position will be those qualifications listed on the job description or on the posting for the position.

3. Trial Training Placement:

- a. If a vacant position is not filled through the bidding or bumping procedure, the most senior paraprofessional on lay-off will be given a sixty (60) duty day on-the-job trial training placement to enable the paraprofessional to successfully meet the required qualifications. A paraprofessional on lay-off may refuse one trial placement to positions requiring posted qualifications they don't meet and retain their position on the Lay-Off List. When such a refusal occurs, then the next most senior person on the Lay-Off List shall be offered the trial placement. This procedure shall continue until the Lay-Off List is exhausted or the position is filled. If a paraprofessional refuses a second trial placement, the paraprofessional shall return to the bottom of the Lay-Off List and shall relinquish their unemployment compensation at the time of refusal.
- b. At the end of the sixty (60) duty day trial period, the supervising administrator shall evaluate the paraprofessional. A favorable evaluation shall be considered as meeting the listed qualifications and the paraprofessional shall be awarded the position.
- c. If at the end of the sixty (60) duty day trial placement, the paraprofessional is unable to meet

the qualifications, the paraprofessional will be placed on the Lay-Off List with the appropriate placement based on their seniority.

- D. If the laid-off paraprofessional works half of the number of working days in a month, he/she will receive health benefits for that month. If the paraprofessional works half the number of working days in the month to qualify for earned sick leave, then such days will be added to their bank as earned. A paraprofessional assigned to the same position for 20 working days or more, shall have the ability to use earned leave days and be eligible for holiday compensation as provided in Article IX.
- E. New paraprofessionals will not be hired until all senior paraprofessionals employed by the District during the previous year(s) have been offered an assignment(s) for which they are qualified, and all previously employed probationary paraprofessionals have been given consideration. In order to be given consideration, a paraprofessional shall contact the building principal or program director to determine if a meeting prior to the acceptance of a new position is necessary. Previously employed paraprofessionals who accept substitute assignments will be paid their regular rate of pay.
- F. All paraprofessionals on lay-off status are expected to substitute when called and will receive their regular rate of pay. In no event shall a paraprofessional on lay-off status be denied an opportunity to substitute.
- G. The District has the right in all cases to adjust remaining staff to meet existing needs.

## **ARTICLE VI**

### **VACANCIES AND TRANSFERS**

- A. The transferring of employees is the sole responsibility of the District. The Association President will be informed of any transfer of a member in a timely manner. Consideration will be given:
  - 1. To those paraprofessionals currently employed and who have indicated an interest in the position.
  - 2. To those paraprofessionals who meet job qualifications.
  - 3. To the paraprofessional's record of past performance.
- B. The District shall make every effort to reach conclusion on a posted vacancy within fifteen (15) working days after the posting is expired. Persons awarded a position who had substituted continuously in that position shall have their seniority established retroactively to the first day they substituted in that position. Only salary and seniority date will be considered retroactive considerations.

The District agrees to promptly post all vacancies in each building within the District. The vacancy posting shall include:

- 1. Title and category
- 2. Building location
- 3. Job Description
- 4. Special qualifications
- 5. Hours of work/work year



These shall be posted for five (5) working days. Paraprofessionals may apply during the posting period, in writing, to the Human Resources Department for the vacancy. Bid forms will be supplied by the District.

- C. The President of the Association shall receive, within five (5) working days in each instance, copies of all postings and notices of vacancies filled. The administration agrees to notify the Association not less than thirty (30) days prior to officially changing the written qualifications for any bargaining unit position. The Association shall have the opportunity to file written comments and recommendations regarding the proposed changes in qualifications prior to implementation of such changes for consideration by the Administration.
- D. A paraprofessional's seniority shall be the determining factor in making assignments when all other factors are equal (experience, education, qualifications, ability and compatibility).
- E. The District is not obligated to consider requests for transfer by probationary paraprofessionals during their probationary period. This does not apply to a request for a transfer that would be effective after completion of the probationary period.
- F. When an employee transfers, she/he must remain in that position for the remainder of the school year. This prohibition shall not apply when bidding on a position with a greater number of hours than their current position.
- G. Seniority paraprofessionals shall be given first consideration for summer school openings. Compensation shall be at the hourly rate of pay in effect at the end of the previous year. There will be no continuation of regular year contractual benefits.
- H. Prior to the conclusion of the school year, a bid meeting shall be held to fill known vacancies and subsequent vacancies for the upcoming school year. A bid meeting may be held after the beginning of the school year to fill vacancies that occur as a result of classroom adjustments. Such a bid meeting shall be held upon agreement of the Association and the District. The Association and the District shall mutually agree upon time and location of any bid meeting. All paraprofessionals are encouraged to attend.
- I. Bid Meeting Process -
  - 1. When a bid meeting is scheduled, the following procedures shall be followed:
    - a. Preliminary Information -
      - (1) Packets containing notice of meeting date, time, location, known vacancies, a job description for the vacancy, and the bid procedure description will be sent out no less than five business days before each bid meeting. These packets will be:
        - (a) Sent to each paraprofessional at their school
        - (b) Mailed to last known address of those paraprofessionals on leaves of absence, on layoff, and in programs that have concluded prior to the distribution of packets.
      - (2) Packets will include known positions as of five business days before meeting:
        - (a) Positions may become available after this date.

- (b) If a position becomes available after this date, every attempt will be made to post them on internet and make them available at HR.
  - (c) The final list of open positions will be available at the bid meeting site before meeting starts.
  - (d) All members are encouraged to attend the bid meeting as positions can become available at the last minute and during the bidding process.
- (3) An outline of the exact procedure to be used will be distributed with the bid packets.
  - (4) Human Resources will be available to answer questions from paraprofessionals at the bid meeting before the bid meeting starts. Human Resources will invite administrative representatives from the Department for Exceptional Children to the bid meeting to answer questions regarding paraprofessional positions.
  - (5) For bid meeting purposes only, paraprofessionals may bid multiple times for positions at a bid meeting.
  - (6) Paraprofessionals may bid in both the spring and the fall bid meeting. However, if a paraprofessional successfully bids at either bid meeting, the paraprofessional may not bid on vacancies that are posted during the following school year.
  - (7) For bidding purposes, “same” is defined as either a full-time position to a full-time position or a less than full-time position to a less than full-time position. A full-time position is six hours or more. A less than full-time position is less than six hours.
  - (8) The term “qualifications” includes but is not limited to certified and highly qualified status.
  - (9) Special situations and clarifications:
    - (a) A one-on-one paraprofessional who is assigned to a student who is moving to another school within the district has the choice of going with their student to the new school or bidding on another job.
    - (b) If there is a reduction in building paraprofessional assignments within a building that has more than one building paraprofessional, then the building paraprofessional from that building with the lowest district-wide seniority will be displaced. As a result of the displacement, normal contractual procedures will then be followed.
- b. Step One – Bidding within your classification -
    - (1) Open positions are first bid on by those within each classification. The bidding in each classification will start with known vacancies and be followed by vacancies within the classification created by the bidding. Both known vacancies and vacancies created by the bidding will be done in one classification before moving on to the next classification. The bids will be tentatively awarded based on qualifications and seniority.
    - (2) This is done for all classifications.
  - c. Step Two – Placement in vacancies within the same classification -

- (1) If there is a vacancy in a classification: If an employee from that classification is displaced; and the position is the same; the employee will be placed in the vacancy by order of seniority with the most senior displaced employee being placed first.
- d. Step Three – Bidding outside of classification -
- (1) After Step Two, vacancies may be bid on by those outside of a classification. The bidding in each classification will start with known vacancies and be followed by vacancies created by the bidding. Both known vacancies and vacancies created by the bidding will be done in one classification before moving on to the next classification. If a vacancy is created in a classification that has already been completed, the process will continue through those classifications that have not previously been completed before returning to a classification to fill a vacancy created by bidding done in this section. The bids will be tentatively awarded based on qualifications and seniority.
- e. Step Four – Placement within same classification for those who are displaced -
- (1) If there are employees without positions at the end of Step Three and there are vacant positions within their classification that are the same, these employees will be placed into the vacant positions. The employees will be placed into vacant positions by descending order of seniority beginning with the most senior displaced employee.
- f. Step Five – Bumping within the same classifications for those who are displaced -
- (1) If there are still employees without positions at the end of Step Four, these employees will bump into positions within their classifications if the positions are the same, the position is held by a less senior employee, and the employee without a position has the qualifications for the position. This process shall begin with the most senior displaced employee. The most senior displaced employee shall displace the least senior employee within the same position and classification if the least senior employee has less seniority than the displaced employee.
- g. Step Six – Out-of-Classification bumping for those who are displaced -
- (1) If there are still employees without positions at the end of Step Five, these employees will bump into out-of-classification positions if the positions are the same, held by a less senior employee, and the employee without a position has the qualifications for the position. This process shall begin with the most senior displaced employee. The most senior displaced employee shall displace the least senior employee if the least senior employee has less seniority than the displaced employee and the displaced employee has the qualifications for the position.
  - (2) Any employee who is involuntary displaced into another classification under Step Six will retain their original classification for bidding purposes.
- h. In the event vacancies become available during the school year (outside the bid meeting process), the process outlined in Article VI, B. above shall be used to fill said vacancies.

- i. In the event a position is temporary, pending verification of a permanent vacancy, the most senior laid-off available paraprofessional will be given first priority to fill the position.
- j. Miscellaneous -
  - (1) At the conclusion of the spring bid meeting, all unfilled positions, both full-time and less than full-time, shall be considered vacancies for the fall bid meeting.
  - (2) Bids are tentatively awarded based on qualifications and seniority.
  - (3) If two or more paraprofessionals are displaced resulting in layoff, the most senior paraprofessional shall bump the position of choice of those laid off within classification.

## **ARTICLE VII**

### **EVALUATION PROCEDURE**

- A. The evaluation procedure is designed to serve the dual purpose of reviewing the paraprofessional's performance as it relates to their specific job description and provide an excellent basis for self-evaluation.
- B. Upon written request to the Human Resources Department, paraprofessionals shall be allowed to review the total content of their own personnel files and may appeal objectionable items defined under existing laws.
- C. The Human Resources Department shall maintain a personnel record for each employee. Such record shall include a written evaluation to be completed at least once every two years. The evaluation form is attached to, but not made a part of the contract. The absence of a completed evaluation shall be considered as a satisfactory performance of the paraprofessional.
- D. A probationary paraprofessional will be evaluated at the end of the forty-five (45) working days by the person responsible for the paraprofessional's work. The paraprofessional will be given one (1) copy and the other copy will become part of her/his permanent record.
- E. Upon written request from any paraprofessional to the Director of Human Resources, the district has the discretion of appointing another person to evaluate the paraprofessional.
- F. The District will not make changes in the form without first consulting with the Paraprofessional Executive Board. All evaluation forms shall be signed by the paraprofessional indicating her/his receipt of the evaluation. The paraprofessional's signature on the evaluation does not indicate agreement with the evaluation.
- G. An objectionable evaluation may be answered by providing the administrator a written rebuttal within ten (10) days of the completed evaluation. The paraprofessional's rebuttal will become a part of the evaluation for that year.
- H. All adverse material, including complaints, letter of reprimand, and evaluations, shall be removed from the personnel files four (4) years after their issuance for the paraprofessionals.

## ARTICLE VIII

### LEAVE TIME PROCEDURES

#### A. Paid Leave Time Accumulation -

All instructional, special education, and media paraprofessionals will be granted one (1) day of leave time for each month worked subject to a maximum of ten (10) days in any one year for employees with less than seven (7) years of service. Child care givers will be granted one day of leave time for each month worked subject to a maximum of ten (10) days in any one year. Instructional, special education, and media Paraprofessionals with seven (7) or more years of service shall be granted one and one-half (1.5) days per month worked to a maximum of fifteen (15) days in one year. Effective July 1, 2009, Elementary Service Personnel shall receive ten (10) leave days per year. Leave shall be allowed for the following reasons, such time to be charged against leave time:

For each day of leave time allowed, the employee will be paid on the basis of the number of daily hours of work for that employee just prior to the absences and equivalent number of days deductions will be made from the leave bank. Leave shall be allowed for the following reasons, such time to be charged against leave time:

1. Personal illness or quarantine:
  - a. Before an employee may return to work after being ill five (5) duty days or more, she/he may be required to have a certificate of health from her/his physician.
  - b. In case an employee's record shows frequent absences due to recurring illness which appears to be the result of chronic illness, the Board of Education may require the employee to seek treatment from his/her physician.
2. Serious injury or serious illness in the immediate family which requires the presence of the employee with a limit of five (5) duty days allowed per occurrence. One day shall be allowed to arrange for the care of the family member in case of injury or illness. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother or sister.
3. Household Emergency - One (1) day. Limited to an emergency of such a nature that previous knowledge of the problem was lacking to the extent that arrangements to handle the problem could not be handled in advance of the emergency.
4. Deaths:
  - a. Death in the immediate family which requires the presence of the employee. Five (5) duty days allowed per occurrence. Immediate family is defined as anyone living in the household, and/or father, mother, spouse, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother and sister.

- b. Death in the non-immediate family, which requires the presence of the employee, with a limit of three (3) days allowed per occurrence. Non-immediate family is defined as grandparents, grandchildren, aunt, uncle, cousin, nephew, sister-in-law, brother-in-law and niece. If travel time is involved, time may be requested under 5 below.
- c. Death of a close personal friend, which requires the presence of the employee, with a limit of one (1) day allowed per occurrence.

5. Personal Business Day:

The District shall provide to paraprofessionals two (2) non-cumulative personal business days each school year. Use of such leave shall be charged to the paraprofessional's individual leave bank. The paraprofessional planning to use such a day shall notify his/her principal at least one day in advance through submitting a PH-43. In an emergency, the one (1) day advance notification will be waived, but notification and submission of the PH-43 must be carried out upon returning from the personal business day. This limitation may be waived by the Director for Human Resources.

The following are restrictions upon the use of the personal business day:

- a. The day may not be used for personal pleasure, recreational travel, sports events, Association activities, or to seek other employment.
- b. The day may not be used on a day immediately preceding or following a holiday or vacation period. This restriction will be waived if the personal business day is to be used for marriage of the paraprofessional or member of the paraprofessional's immediate family, moving or closing of a mortgage.
- c. In the event that the Superintendent or his/her designated representative declares an emergency situation in a building(s) causing, or resulting from student unrest necessitating that paraprofessionals be on duty, then personal business days will not be granted during the emergency. This restriction will be waived if the personal business day has been previously scheduled and cannot be changed. The paraprofessional shall consult with the building principal in these circumstances.

6. Workers' Compensation:

In any case where a school employee is absent from his/her employment by reason of an injury compensable under the Workers' Compensation Act, such an employee shall be paid the amount payable to her/him under the existing leave policy, less the amount of compensation payable to such employee under said Act.

The number of days deductible from such employee's leave time bank, computed on the basis of the amount of compensation paid her/him under the Act, as measured by her/his regular salary daily rate, shall not be deducted from the leave time bank. In cases where the amount of compensation paid equals more than a half-day, but less than a whole day, the whole day shall be allowed.

7. Jury Duty:

If an employee is called for jury duty, a leave of absence with pay, not chargeable against the employee's leave time allowance, shall be granted if such employee cannot be excused from jury duty or if such jury duty cannot be postponed until the employee is not working. Upon receipt of the notice that the employee is being chosen for the jury panel, such employee shall immediately contact the Human Resources Department. The District shall pay the employee the difference between the jury fee received and the employee's current pay so that the employee receives full current salary less deductions from the two sources.

B. Unpaid Leave Time -

1. Leave of Absence shall be granted for the following reasons:

- a. Military Services - Employees granted a leave for this reason shall be given full credit on the Seniority List.
- b. A non-paid leave for up to one (1) year shall be granted at the employee's request. Such leave may be renewed for periods of up to one (1) year at the discretion of the District. Persons on leave shall not seek or engage in other employment other than elected or appointed public office unless permission is granted by the Superintendent or his/her designee due to unusual, emergency, or extenuating circumstances.
- c. Illness for physical and/or mental disability for up to one (1) year after paid leave time is exhausted.
- d. Maternity Leave - Request for a maternity leave of absence by a paraprofessional shall be made at least six (6) weeks, or as soon as the pregnancy is determined, prior to the expected birth of the child. Medical certification of the pregnancy is required; this certification must include a statement indicating the paraprofessional is physically capable of performing assigned duties and that such duties would not be injurious to the health of the paraprofessional and the unborn child.

A maternity leave shall begin on a date mutually agreed upon by the paraprofessional, her physician and the District. In cases where the performance of the paraprofessional is adversely affected by the pregnancy, the District shall establish an earlier beginning date for the leave than was previously agreed upon. The maternity leave following the birth of the child may be for up to one (1) year. A paraprofessional who indicates, in writing, prior to the birth of the child, an interest in returning to duty within sixty (60) calendar days following the birth of the child shall be assured that her position will be available to her upon her return within, but not exceeding, the sixty (60) calendar days. A paraprofessional wishing to have the maternity leave extended beyond the sixty (60) calendar days, up to a year, will be able to return to a comparable position when available.

2. Personal Leave - A leave of absence without pay of up to thirty (30) duty days may be granted in unusual or emergency situations if approved by the Superintendent or his/her designee.
3. Written requests for an unpaid leave of absence must be submitted on a Form PH-43 to the Human

Resources Department and will contain the reasons for the request, the effective date, and a copy of orders, if I.a., above, or a medical statement from a physician, if I.c., I.d., above. The requirement of a signed statement from a physician may be waived, if the non-paid medical leave is for four (4) duty days or less. The District reserves the right to make this decision based on the individual circumstances involved.

4. Re-appointment after a leave of absence:

- a. Satisfactory evidence of physical and mental health must be filed with the Human Resources Department, as directed, before the employee is returned to duty.
- b. Re-assignment shall be made after a leave of absence to the first comparable position that becomes available for which the employee is qualified. If the assignment is not accepted, then the employee shall be offered the next comparable position that becomes available for which the employee is qualified. If this assignment is not accepted, then the employee shall be deemed terminated from the District.
- c. A seniority paraprofessional, on an unpaid leave of absence for the period of eight (8) weeks or less, shall return to the position held prior to the start of the leave.

5. If, while on an authorized leave of absence, the employee engages in other employment, the leave of absence will be immediately terminated. If such leave is for physical or mental reasons, and other employment would be recommended as therapeutic by the employee's attending physician, such employment may be authorized.

6. Forced leave of absence:

- a. The Board of Education may require an employee to submit to a physical and/or psychiatric examination at any time. The Board of Education reserves the right to designate the physician or physicians administering such examinations, provided, however, the Board of Education will pay the examining physician's fee.
- b. The Board of Education may, without the employee's request, give the employee a one year's leave of absence without pay except for accrued sick leave upon the written recommendation of a school-designated psychiatrist. This is subject to renewal at the discretion of the Board of Education.

C. Maximum Cumulative Leave -

At the end of each fiscal year, any unused portion of the leave time shall become cumulative and may be used at some subsequent time for the reasons mentioned in this section. For the duration of the contract, the maximum cumulative leave time for instructional, special education, and media paraprofessionals shall be seventy (70) days for employees with less than seven (7) years of service. Employees with seven (7) or more years of service may accumulate leave time to a maximum of ninety (90) days. For the duration of the contract, the maximum cumulative leave time for child care givers shall be one hundred (100) days.



D. Sick Leave Bank -

A leave bank will be established for paraprofessionals with a contribution from each paraprofessional of one (1) day per year. A paraprofessional may choose to donate any or all of his/her unused sick leave to the sick leave bank upon retirement or termination of employment with the district. The leave bank will be administered by the Executive Committee which cannot grant more than ten (10) days per individual request per school year. The liability for reimbursement of the leave bank shall rest with the Association. All new hires will donate their first sick leave day earned to the sick leave bank. Once an employee has donated to the sick leave bank, he/she is then eligible to draw from the bank. The specific guidelines for the sick leave bank are in Exhibit E as an attachment to this agreement.

**ARTICLE IX**

**COMPENSATION**

A. Lunch and Rest Periods -

All full-time paraprofessionals will have an unpaid and uninterrupted lunch period of not less than one-half hour. All full-time paraprofessionals will be provided a fifteen (15) minute relief time in the morning and in the afternoon. In certain situations, upon authorization of the building principal and the Human Resources Department, paraprofessionals will be able to work over the lunch period and be paid. Said pay will be at the regular rate of pay.

B. Paid Holidays -

Effective July 1, 2009

The District will pay instructional, special education, and media paraprofessionals for the following unworked holidays under the limitations and provisions set forth in this agreement:

1. a. The employee is not a temporary employee as of the day of the holiday, and
- b. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday scheduled for him/her.

2. The holidays are:

Labor Day  
Thanksgiving Day  
Friday following Thanksgiving Day  
Christmas Eve Day  
Christmas Day  
New Year's Day  
Good Friday  
Memorial Day

Elementary Service Personnel shall receive the following paid holidays:

Thanksgiving Day  
Christmas Day

3. Employees who have been laid off in a reduction in work force during the work week prior to or during the work week in which the holiday falls shall receive pay for such holiday.
4. Employees who are receiving pay in the form of paid leave time during the work week, in which the holiday falls, shall receive pay for such holiday instead of being charged with paid leave time for that day.
5. In applying this procedure, when any of the above enumerated holidays fall on Sunday and the day following is observed as the holiday by the State or Federal Government, it shall be paid as such holiday.

C. Health Plan -

1. The District agrees to contribute during the life of the contract for the instructional, special education, and media paraprofessionals, the payment equal to single subscriber for MESSA Choices I with Rx \$10/20. As an option to the above, the District agrees to contribute full family coverage SET, Inc. Vision Insurance (designed similar to VSP 1 Bronze specifications or the equivalent coverage) and full family coverage Delta Dental Plan A or the equivalent. No cash payments will be made to any employee in lieu of such contribution by the District.

The District's contribution will be the following:

Single subscriber	Full amount of premium
Two-person	Fifty percent (50%) of premium
Full family	Fifty percent (50%) of premium

The employee shall contribute by payroll deduction the difference to make up the full cost of the monthly premium if electing two-person or full-family coverage.

The District agrees to contribute during the life of the contract for the child care givers, the payment equal to full family subscriber for MESSA Choices I with Rx \$10/20 or comparable plan.

Elementary Service Personnel may purchase dental insurance via payroll deduction, unless prohibited by the dental insurance company.

The Rx is \$10/20.

The District shall reimburse any bargaining unit member for the actual cost of a name brand prescription in excess of \$20 in the following circumstances; the member's physician has determined that the name brand drug is medically necessary where an equivalent generic drug exists, the member's physician has followed the BC/BS required procedures to obtain approval of the name brand drug and BC/BS has denied approval of a waiver of the generic drug requirement.

In such circumstances the member shall have the right to obtain the name brand drug and the District shall reimburse the member for the cost of the name brand drug in excess of \$20.

Beginning with the 1998-99 school year, the District agrees to contribute for the Elementary Service Personnel full family coverage SET, Inc. Vision Insurance or comparable coverage.

2. There will be no interruption of coverage for those employees already enrolled. For those newly enrolling, coverage shall go into effect after the waiting period prescribed by such "Services".
3. An employee desiring coverage as to the foregoing shall apply to the Human Resources Department for same on a form which the District will furnish for that purpose, it being understood that failure on her/his part to do so will relieve the District from any responsibility for lack of coverage resulting therefrom. An employee desiring coverage in addition to, or not included in, the coverage to be furnished pursuant hereto, may arrange for a payroll deduction to cover the cost thereof. The District will make such payroll deductions to cover such costs, but the District shall not be responsible for lack of proper coverage resulting from errors or inability to make an authorized deduction.
4. Coordination of Benefits: The District shall not be required to pay the premium to provide such coverage where the employee is otherwise covered for such benefit whether by the District or any other employer. With respect to dental insurance, the District will make available to the paraprofessionals the opportunity for internal and external sub-grouping as it relates to other dental coverage carried by the District or another employer.
5. To be eligible for inclusion under this plan, new employees must make application to the Human Resources Department within thirty (30) days after employment or at any open enrollment period prescribed by such "Services".
6. No contribution will be made during leaves of absences and layoffs and, upon termination of employment, all contributions shall cease.
7. The Agreement of the District to contribute toward the MESSA Choices I Health Insurance premium is applicable with respect to employees who are employed the school year. Pro-ration of hospitalization insurance premiums will be based on the following:
  - 22.5 hours per week - full payment by District
  - 16.0 hours per week to 22.49 hours per week - 75% paid by District
  - 11.5 hours per week to 15.99 hours per week - 50% paid by District
  - 11.49 hours per week down to 1.0 hours per week - 0% paid by District
8. The District shall not be responsible or liable for lack of proper coverage and protection, but its responsibility and liability shall be limited to the contributions required to be made hereunder and the remittance and payment of actual deductions made from salaries.

D. Life Insurance -

1. The District agrees to provide to all paraprofessionals during the life of this contract, fifteen

thousand dollars (\$15,000) of group term life insurance.

2. The carrier shall be selected by the District and the premiums thereon, less any dividends that may be payable on said policies, shall be paid by the District.

E. Inclement Weather Days -

1. When school is dismissed by the Superintendent of Schools for reasons caused by "Acts of God", including weather conditions, all regularly assigned paraprofessionals shall be entitled to a normal day's pay, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.
2. In the event that an "Act of God" or other disaster causes the cancellation of classes during the school day either in a building or entire District, the paraprofessionals affected may leave with the children without any deduction of salary or leave time, unless such lost classes resulted in a loss of District revenues or require make-up classes at some later date.

## ARTICLE X

### GRIEVANCE PROCEDURES

- A. The paraprofessional or the paraprofessional and the Association Representative, shall, within fifteen (15) duty days of the occurrence, discuss complaints with the immediate supervisor (administrator) before using the grievance process. If the complaint is not resolved in this oral discussion, then:
1. Step One - Each formal grievance shall be filed in writing and submitted to the paraprofessional's immediate supervisor who shall make a written determination of the grievance within five (5) working days of the date of the submission.
  2. Step Two - Appeal from the determination at Step One may be made by presenting the grievance in writing to the Superintendent, or his/her designee, within five (5) work days of the determination at Step Two. The Superintendent, or his/her designee, shall meet with the grievant and the Association representatives, within five (5) work days from the date of receipt of the appeal, and shall render a written determination within five (5) work days following the date of the meeting with the individual and the Association representatives.
  3. Step Three - If the grievant and/or Association does not file a written notice of non-acceptance of the Superintendent's, or his/her designee's, determination within ten (10) work days, that determination shall be deemed to have been accepted. If the grievant and/or the Association file a written notice within ten (10) work days that the determination at Step Three is not acceptable, (and if such grievance is arbitrable as herein provided), the Association may then submit such grievance to grievance arbitration.

It is agreed by both parties that the fees of the American Arbitration Association and the arbitrator will be paid by the losing party. Split decisions will result in both parties paying equal costs.

- B. Grievances resulting from actions of District administrators above the position of building principal

shall commence at Step 2.

1. If such a grievance occurs, there shall be no stoppage of work because of such grievance.
2. Time limits may be extended by mutual consent of the District and the paraprofessional.
3. If it is found by the administration staff or the Board that a paraprofessional has been unjustly discharged or suspended, the paraprofessional shall be reinstated without loss of pay.
4. No terms can be added to or subtracted from this Agreement, nor any provision thereof changed, by the grievance procedure. The application or interpretation of this Agreement (either as to the meaning of its terms or as to the justification of action taken under these terms) shall be subject to the grievance procedure.
5. The liability of the District arising out of a grievance shall be limited to not more than fifteen (15) working days prior to the date of submission of the grievance in Step One.
6. The paraprofessional has the right to request that she/he be represented at all steps and stages by an officer of the Association or a member of the grievance committee.
7. The Association, in any grievance proceedings, shall have the right to represent any paraprofessional upon the request of the paraprofessional. The Association shall be present at any formal grievance hearing whether representing the paraprofessional or not. The Association shall have the right to file and process a grievance.

## **ARTICLE XI**

### **DISCIPLINE**

- A. Constructive criticism shall be utilized to attempt to correct any deficiency when action is required. In cases of disciplinary action, the following progressive procedure shall be followed:
  1. First offense - Conference between paraprofessional and the immediate supervisor.
  2. Continuation - Verbal reprimand.
  3. Continuation - Written reprimand.
  4. Continuation - Disciplinary lay-off or discharge.
- B. Both parties mutually agree that with respect to discipline:
  1. All disciplinary action will be private.
  2. Every reasonable effort should be made mutually by the immediate supervisor and the paraprofessional to resolve the deficiency before a written reprimand is issued.

3. Discharge, demotion, suspension, or any other disciplinary action shall be made only for just cause and in accordance with the policies and provisions of this Agreement and expectations that exist within the paraprofessional's position.
4. A paraprofessional subjected to disciplinary action may request that a member of the Association be present for further discussion.
5. The District agrees that, in the event of disciplinary lay-off, the Association will be notified at the time such penalty is imposed.
6. Any written reprimand must be based on bona fide, verifiable charges which are clearly stated to the paraprofessional. When such charges are made, the paraprofessional has the right to respond to those charges in written form.
7. Reprimand for minor offenses may be issued by a paraprofessional's immediate supervisor. Disciplinary lay-offs shall be imposed only for major offenses, or for continual pattern of minor offenses that have been dealt with in accordance with progressive discipline, but not corrected, and shall not be imposed unless authorized by the Superintendent or his/her designee.
8. Any discipline, reprimand, or reduction in rank, compensation or advantage asserted by the District or any agent or representative thereof shall be subject to the grievance procedure hereinafter set forth.
9. It is important that complaints regarding unjust disciplinary lay-offs, discharges, or suspensions be handled promptly under the Grievance Procedure beginning at Step 3. Accordingly, grievances must be filed within fifteen (15) working days of the lay-off, discharge, or suspension. The District will review and render a decision on the case at Step 3 within five (5) working days of the receipt of the grievance.
10. In the event it is determined that a disciplinary lay-off, or discharge, of any paraprofessional was without cause, the paraprofessional shall be reinstated unconditionally without loss of seniority and given back-pay for the time lost, less any compensation the paraprofessional may have received for work performed. If a discharge is reduced to a disciplinary lay-off, compensation shall be paid for that portion only or the time lost in excess of such disciplinary lay-off as finally determined.
11. In imposing any disciplinary action on a current charge, the District will not take into account any infractions which occurred more than twenty-four (24) months previously.
12. It is understood that in cases of major offenses Steps 1 and 2 may be eliminated and Steps 3 and 4 may be combined.

## ARTICLE XII

### GENERAL AND MISCELLANEOUS

#### A. Management Rights -

1. The Board retains all the rights, powers and authority with which it was vested prior to certification of the Association, except as specifically limited by express provisions of this Agreement.
2. This Agreement constitutes the sole and entire existing Agreement between the parties and expresses all obligations of, and restrictions imposed on, the District and the Association except as provided by law.
3. This Agreement is subject to amendment, alterations, or addition, only by a subsequent written agreement between the parties. The waiver of any breach, term, or condition, of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

#### B. No Strike Clause -

The Association agrees that as long as this Agreement is in effect, neither the Association nor any of the employees covered by this Agreement shall engage in any strike, slowdown, stoppage of work, any disturbance on school property, or other interference with work or threat or inducement of the same, for any reason whatsoever. Any employee who violates any of the provisions of this Section, shall be subject to disciplinary action, including discharge. The District agrees that as long as this Agreement is in effect, there shall be no lockouts. The closing down of a school or a building shall not be considered a lockout.

#### C. Waiver Clause -

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 understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### D. Bargaining unit members will not transport children but may accompany another individual in the transportation of the children.

#### E. Bargaining unit members will not be responsible for the administration of first aid and/or medication

other than outlined in Procedural Memorandums 304 (2/03) and 319 (9/05), or such revisions of these which may occur as per law.

- F. The Employer shall provide reasonable assistance to bargaining unit members with respect to control and discipline of students. Bargaining unit members may use such physical force with students as is permitted by law and under such conditions as are permitted under law.
- G. District and the Association shall form a Health and Safety Committee to monitor, review and address problems and concerns related to employee on-the-job health and safety.

This committee shall be comprised of six (6) members: three bargaining unit members (one paraprofessional, one secretary and one transportation person) and three supervisors from the District.

- H. The District shall make available to bargaining unit members first aid kits, gloves, and appropriate training in the handling of blood, blood products and other bodily products and policies as required by MIOSHA and the Michigan Department of Public Health.

### **ARTICLE XIII**

#### **CALENDAR**

- A. The calendar for paraprofessionals will be predicated on actual student days. All paraprofessionals who are assigned will report at the request of the District.
- B. Paraprofessionals will work on Teacher Conference Days and on Teacher In-Service Days and Teacher Professional Staff Development Days. The building principal or supervisor, with the approval of the Human Resources Department, and input from the paraprofessionals Executive Board, shall direct the duties and activities of these days. Work on such days will be compensated at the paraprofessional's regular rate of pay.
- C. The Teacher Records Day scheduled at the end of the first semester shall be a duty day for paraprofessionals.
- D. No loss of available work time for 2006-2007 and 2007-2008 compared to time available in 2005-2006. An Implementation Committee from Paraprofessionals and administration will meet to discuss details.
- E. By August 15 of each school year, the District will notify each paraprofessional by first class mail as to the specific date of the first duty day for paraprofessionals.



**ARTICLE XIV**

**DURATION**

- A. This agreement shall be effective from September 1, 2008, and shall continue in full force and effect until midnight, August 31, 2010, and from year to year thereafter, unless prior to expiration date, either party shall notify the other in writing of its desire to bargain a successor agreement.
- B. It is further agreed that, following receipt of such notice of termination, the parties hereto shall, on written request, meet for the purpose of discussing the Agreement with respect to its renewal, modification or change upon termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives as of the day and year first above written.

PORT HURON AREA SCHOOL DISTRICT

PORT HURON SCHOOL ASSOCIATION OF  
PARAPROFESSIONALS

By \_\_\_\_\_  
President of Board

By \_\_\_\_\_  
President of Association

Date \_\_\_\_\_

Date \_\_\_\_\_

**“DISTRICT”**

**“ASSOCIATION”**

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Chief Negotiator

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

\_\_\_\_\_  
Team Member

**WAGE SCALE**

For the 2008-2009 school year, all wage schedules shall be increased by twenty cents (.20) across the board.

For the 2009-2010 school year, all wage schedules shall be increased by an additional ten cents (.10) across the board.

The 2008-2009 increases are fully retroactive.

An additional step (Step E) at the beginning of the fifteenth year.

<b><u>STEP</u></b>	<b><u>2007-08</u></b>	<b><u>2008-09</u></b>	<b><u>2009-10</u></b>
A	\$ 7.61	\$ 7.81	\$ 7.91
B (1)	10.25	10.45	10.55
(2)	9.91	10.11	10.21
C	11.23	11.43	11.53
D	12.43	12.63	12.73
E	12.63	12.83	12.93
Service Personnel	7.82	8.02	8.12
Child Care Giver (1)	9.29	9.49	9.59
Child Care Giver (2)	8.98	9.18	9.28

Upon verification of successfully meeting the highly qualified mandates of NCLB, the paraprofessional shall receive an additional twenty-five cents (.25) per hour retroactive to September 1, 2004, or the date of the qualification, whichever is later.

Grievant \_\_\_\_\_  
 Number \_\_\_\_\_

**PORT HURON AREA SCHOOL DISTRICT  
 RECORD OF GRIEVANCE PROCESSING**

<u>Step</u>	<u>Required Action</u>	<u>Initiator</u>	<u>Time Limitations</u>	<u>Date of Action</u>
1.	File Grievance	Grievant <sup>1</sup>	Within 15 days of alleged grievance <sup>2</sup>	_____
	Grievance Rec'd	Administrator <sup>3</sup>	Within 15 days of alleged grievance	_____
	Disposition made	Administrator	Within 5 days of receiving grievance	_____
	Disposition Rec'd	Grievant	Within 5 days of receiving grievance	_____
2.	Appeal Filed	Grievant <sup>1</sup>	Within 5 days of receipt receipt of disposition	_____
	Appeal Rec'd	Superintendent	Within 5 days of receipt of disposition	_____
	Hearing Held	Superintendent	Within 5 days of receipt of appeal	_____
	Disposition Made	Superintendent	Within 5 days of Hearing	_____
	Disposition Rec'd	Grievant	Within 5 days of Hearing	_____
C.	Notice of non-acceptance of Superintendent's	Grievant/ Association	Within 10 days of Superintendent's determination	_____
	Applied for arbitration	Association	Within 20 days of Notice of Appeal	_____

<sup>1</sup> And/or Association

<sup>2</sup> All days are school days

<sup>3</sup> Line Administrator/Building Principal

Grievant prepares three copies

1. Administrator

2. Association

3. Paraprofessional

NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT \_\_\_\_\_ BUILDING \_\_\_\_\_

STATEMENT OF GRIEVANCE: (Give date and details of alleged grievance: pertinent Article, Section, Paragraph and Page(s) of Master Agreement; and relief sought. Use all space needed. Additional sheets may be added. Statement should be signed and dated.)

RELIEF SOUGHT:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

Association Participating: \_\_\_\_\_

Association to be informed \_\_\_\_\_

Initials \_\_\_\_\_ Date \_\_\_\_\_

ADMINISTRATIVE DISPOSITION AND GRIEVANT AND/OR  
ASSOCIATION POSITION SHEET

NAME OF GRIEVANT \_\_\_\_\_

ASSIGNMENT: \_\_\_\_\_ BUILDING \_\_\_\_\_

DATE OF GRIEVANCE: \_\_\_\_\_

STATEMENT OF DISPOSITION OF: \_\_\_\_\_  
(Statement of Disposition to be signed and dated by Administrator)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Administrator

STATEMENT OF POSITION OF GRIEVANT AND/OR ASSOCIATION RELATIVE TO DISPOSITION:  
(To be signed and dated by Grievant and/or Association)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Grievant

**PORT HURON AREA SCHOOL DISTRICT  
EVALUATION FORM  
PORT HURON SCHOOL ASSOCIATION OF PARAPROFESSIONALS**

The following attributes of \_\_\_\_\_ are to be evaluated at least 75 days before the end of the school year. The purpose of this evaluation is to aid the individual's self-growth and effectiveness as a member of the paraprofessional staff of the school district.

Building \_\_\_\_\_ Classification \_\_\_\_\_ School Year \_\_\_\_\_

	Excel-lent	Above Average	Average	Below Average	Not Acceptable
<b>1. General attitude toward assignment</b> Has a constructive outlook.					
<b>2. Ability to work with others</b> Gets along well with associates and the general public.					
<b>3. Punctuality and dependability</b> Reports for work on time and stays at work until work is completed or until relief worker comes. Is dependable when working alone.					
<b>4. Accuracy and quality of work</b> Is accurate in assignments. Work is efficient and acceptable.					
<b>5. Public Relations</b> Understands and practices good public relations with co-workers, parents, and general public. Telephone conversations pleasant and business like.					
<b>6. Personal Appearance</b> Neat, well groomed, appropriately dressed.					
<b>7. Use of English</b> Uses well-chosen and correct words.					
<b>8. Poise</b> Self-possessed, emotionally well balanced.					
<b>9. Health</b> Possesses physical vigor and is free from nervous strain or physical handicap which might impair efficient performance.					
<b>10. Judgment and Common Sense</b> Uses good judgment in all matters requiring individual decisions.					
<b>11. Loyalty</b> Is loyal to the policies and programs of the Port Huron Area School District.					
<b>12. Initiative</b> Capable of self-direction and has the ability to accomplish work often unassigned					
<b>GENERAL RATING</b>					

**Purpose**

This evaluation is a means by which our supervisors are able to assist the paraprofessional in determining their strong and weak points. We hope this will be used as a guide for possible improvement.

Comments:

Immediate Supervisor \_\_\_\_\_

Position \_\_\_\_\_

My signature indicates that I have received a copy of this evaluation.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

Copies: Original - Personnel  
Second - Building Files  
Third - Employee

PORT HURON AREA SCHOOL DISTRICT

VACANCY BID FORM – NON-CERTIFIED BARGAINING UNIT MEMBERS

To the Department for Human Resources: I am interested in the following vacancy:

POSITION \_\_\_\_\_ BUILDING \_\_\_\_\_

YOUR NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PRESENT POSITION & BUILDING \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

SENIORITY DATE

For office use only

PH-8 (Stock #3451) 12/08



PORT HURON SCHOOL ASSOCIATION OF PARAPROFESSIONALS

SICK LEAVE BANK GUIDELINES

As referenced in Article VIII, D. Sick Leave Bank, the specific guidelines are as follows:

1. All paraprofessionals who have donated to the sick leave bank are eligible to use the sick leave bank.
2. The use of the sick leave bank is to be limited to members who are under a doctor's care and physically unable to perform their work duties.
3. Family illness, personal business, funeral days, or observance of religious holidays are not causes for acceptance to the sick leave bank.
4. Sick leave bank forms are available upon request from the Association president or designee. The completed form should be returned to the Association president.
5. Eligible members can make only one application per school year for days from the sick leave bank. Eligible members may request up to a maximum of ten (10) days per application. Leave days shall be granted based on the actual time worked (i.e. an eligible member working 3 hours per day shall receive up to 10 days at 3 hours per day). Submitted applications will be reviewed on a first come, first served basis.
6. If an eligible member has been granted leave days for two (2) consecutive school years, the member must wait one (1) school year before being eligible to apply for leave days from the sick leave bank.
7. All individual paid leave time must be used before requesting days from the sick leave bank. In no event shall sick leave bank days be granted to paraprofessionals with paid leave time available.
8. Sick leave days shall be granted with Workers' Compensation on a prorated basis at the request of the paraprofessional.
9. A sick leave bank medical form must be filled out by a physician and kept on file with the secretary of the Association for a period of three (3) years.
10. Upon receipt of a completed sick leave bank application, the sick leave bank committee shall review and verify eligibility within five (5) working days.

The sick leave bank is administered solely by the Association.