



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

18530 Prospect Street

Melvindale, Michigan 48122

**PARAPROFESSIONAL  
COLLECTIVE BARGAINING CONTRACT**

Between The

MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS

And

MELVINDALE-NORTHERN ALLEN PARK FEDERATION OF

PARAPROFESSIONALS LOCAL 4913,

MELVINDALE -NORTHERN

ALLEN PARK SCHOOL RELATED

PERSONNEL, AFT/AFL-CIO

2012-2013

2013-2014

AGREEMENT between the Board of Education of the Melvindale-Northern Allen Park Public Schools, hereinafter called the "Board" and the Melvindale-Northern Allen Park Federation of Paraprofessionals, Local 4913, of the Melvindale-Northern Allen Park Federation of Teachers and School Related Personnel, AFT/AFL-CIO, hereinafter called the "Federation".

## ARTICLE I

### RECOGNITION

**1.01** The Board recognizes that the Melvindale-Northern Allen Park Federation of Paraprofessionals, Local 4913, of the Melvindale-Northern Allen Park Federation of Teachers and School Related Personnel, AFT/AFL-CIO has been designated and selected by a majority of the employees of the above named employer in the unit described below as their representative for the purpose of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

**1.02** The unit shall be defined as:  
All full-time and regularly scheduled part-time paraprofessionals. Paraprofessionals are the Alternative Education Aides, Bilingual Aides, Disciplinary Aides, Special Education Aides, and Title 1 Aides as required by I.E.P. or state guidelines, excluding all other employees.

It is understood by the parties that Linda Previch shall be "grandfathered" as a unit member.

## ARTICLE II

### RIGHTS AND RESPONSIBILITIES

- 2.01 Bulletin Boards** - The District shall allow the Union to use space on a bulletin board in each building owned or leased by the district for posting notices of Union recreational and social affairs, Union elections or appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building administrator. No new boards will be provided. This unit may share boards with other units.
- 2.02 Wearing of Insignias** - Membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.
- 2.03 Use of Building Facilities** - After providing appropriate notice to the district, the Union shall have the right to use a designated area of a building owned or leased by the district for the purpose of conducting Union meetings at reasonable hours.
- 2.04 Required Meeting During Business Hours** - Employees who attend meetings, conferences, negotiations, hearings, etc. shall be paid if required by the District to attend such meetings during their regular work hours.
- 2.05** Union employees or officials shall be permitted to transact **Union business on school property**, after notifying the building administrator. It is understood that such business shall be during employee's preparation or unassigned time and in a place that shall not disrupt the normal operation of the school day.
- 2.06 Mailboxes** - In buildings owned or leased by the District, the District agrees to make available one union mailbox.
- 2.08 Union use of Equipment** - the Union may use equipment owned by the District when the cost and availability of the equipment is taken into consideration. The use of the equipment must be requested of and approved by the building administrator. All work will be done before or after working hours or at duty free times.
- 2.09 Representation when Meeting with Administrators** - A member shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the member's personnel file. When a request for such representation is made, no action shall be taken with respect to the member until such representative of the Union is present.
- 2.10** No person or persons, departments or divisions, responsible to the Board or the Union will discriminate against any member on the basis of race, creed, color, national origin, sex, marital status, handicap, family relationship, or membership in or association with the activities of the Union or any other employee organization.
- 2.11 In-service, Record Days, Conference Days** - Employees will be paid only for those days which are worked.
- 2.12 Personnel File** - The employee shall have the right to inspect any material placed in the employee's personnel file. Employees shall have the right to review their personnel file in the presence of the Superintendent or his designee upon written request and with a 3-day notice. The employee shall have the right to submit a written response to any materials in the file and have the response attached to the file copy.

- 2.13 Information Requests** - The Board will make, within a reasonable time, to the Federation upon request any information, statistics, and records which it has available or which may be obtained without undue difficulty; and which may be mutually agreed to be necessary to make intelligent decisions relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
- 2.14 Agenda and Minutes of the Board of Education Meetings** - Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas to the Union President.
- 2.15 Memos and Notices** - Whenever the District issues a memo or notice of a general nature, the memo notice shall be posted.
- 2.16 Teaching Direction and Work Related Requests** - It shall be the responsibility of the building administrator and/or classroom teacher to provide instruction, and supervision regarding duties.

## ARTICLE III

### DUES AND PAYROLL DEDUCTION

- 3.01** Upon filing with the Board of a written request authorizing payroll deduction, the employer will, pursuant to its terms, during the full term of this contract and any extension for renewal thereof, deduct Union membership dues levied in accordance with the constitution and By-Laws of the Union, from the pay of such employee. Check-off deduction will be deducted from the first pay of the employee in the first month immediately following execution and filing of the authorization for payroll deduction and from the first pay of each month thereafter. Deductions for a calendar month will be remitted to the Union financial officer whose written designation has been filed in the Central Office of the employer, on or before the 10<sup>th</sup> calendar day of the succeeding month. An employee will be free of check-off deductions beginning with the month immediately following the month in which he/she is no longer a member of the bargaining unit. The local Union will be notified by the board of the name of such employee following the end of each month in which the termination took place. Check-off deduction authorization will be irrevocable during the term of this contract.
- 3.02** The Union will determine the amount of the service fee in accordance with prevailing law. Presently, the law permits the Union to allocate its expenses as chargeable or non-chargeable based on their relationship to negotiation and enforcement of the collective bargaining agreement. The Union, alone, will determine the amount of the service fee to be deducted. The District may request, and receive, information explaining which fees or expenses the Union has determined to be chargeable to service fee payers.
- 3.03** A person who fails or refuses to either become a Union member, approve deduction of a service fee, or pay a service fee (Non-Payer) will be discharged in accordance with the process contained in this section.
- a. The union will notify the District of the name of any Non-Payer. The District will, within ten (10) workdays, provide such person a notice that they must comply with this section or be discharged and what action(s) are required to come into compliance. Such notice will require the Non-payer to comply within ten (10) workdays after service of the notice.
  - b. The Union will notify the District if the Non-Payer continues to fail or refuses to comply. The District will discharge the Non-Payer within ten (10) workdays thereafter.
  - c. This section may be enforced through an action in Circuit Court.
- 3.04** The Union agrees to indemnify and save the District harmless against any and all claims, suits and other forms of liability that may arise out of, or by reason of, action taken in reliance upon individual authorization furnished to the District or for the Union, or for the purpose of complying with any provisions of this Article.

## ARTICLE IV

### GRIEVANCE AND GRIEVANCE PROCEDURE

- 4.01** A grievance is defined as a violation of any portion of this contract. A grievance may be filed by the Union representative or an employee, or group thereof, whose name or names will be listed in any written grievance filed. The grievance procedure has time limits for each given step and at any time the time limits are violated in any step by either party the grievance will be deemed lost by the violating party. Time limits may be extended by mutual agreement between both parties.

The statement of grievance will state the facts of the grievance, identify all provisions of the contract violated, indicate the relief requested, and be signed by the Union and employee.

Any individual employee, at any time may present a grievance and have a grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Collective Bargaining contract. A copy of the grievance disposition will be given to the grievant and also to the Union.

- 4.02** **Step 1.** Within five (5) working days, (counted as days when the aggrieved person is actually on the job), following the act or condition, or discovery of the act or condition (Teacher Contract definition of discovery) which is a basis of a grievance, an employee must present the written grievance to his immediate supervisor. An employee may request the presence of a Steward, or in his absence, Chief Steward, at any stage of the Grievance Procedure. Within three (3) days after presentation of a grievance, the immediate supervisor will give their answer in writing to the employee and the Union a written explanation for reason of denial.

**Step 2.** Within five (5) working days of the written answer from the immediate supervisor, the Union may request, in writing, a meeting with the Superintendent or designee. The Superintendent or his designee will meet with the Union within seven (7) working days after receipt of the request and answer the grievance in writing within five (5) working days of the meeting, unless a longer time is mutually agreed upon by the Union and the Superintendent.

**Step 3.** An employee or the Union may request, in writing, a Board hearing upon receiving a written answer from the Superintendent only if the issue involves loss of contractual pay for disciplinary reasons; or disciplinary action that requires a Board hearing for contractual or statutory reasons. Within three (3) days of requesting a Board hearing, an employee or the Union may request mediation through the Michigan Employment Relations Commission with a copy of the request being served on the District. The resulting mediation session will be limited to one (1) session of no more than three (3) hours. The specific matter grieved will be the only matter discussed. The request for the Board hearing will be held in abeyance until such time as the mediation session has been held.

The Board meeting, if requested, will be held within thirty (30) days of receipt of such a request. The Board will deliver its answer in writing to the grievant within ten (10) days of the conclusion of the hearing.

- 4.03** The Board will not be required to pay wages for more than five (5) days prior to the day the grievance was filed in accordance with the grievance procedure.
- 4.04** Any grievance not advanced to the next step by the employee within the time limit in that step, or if no time limit is specified, within two (2) days, will be deemed abandoned. Time limits may be extended by the Board and the employee, in writing, and if so, the new time will prevail. If the Superintendent or the Board does not respond to a grievance within the time specified, the grievance will be granted.

## ARTICLE V

### SENIORITY, LAYOFF AND RECALL, GENERAL WORKING CONDITIONS

- 5.01 Probationary Period:** When an employee is awarded an open position, he will be granted a thirty (30) day trial period to determine his desire to remain in that position. If the Board determines that the employee is unable to satisfactorily perform the work and returns him to his former position, the Union may request that the Board submit its reasons in writing.
- 5.02 Definition of Seniority:**
- a. Bargaining Union Seniority - shall mean total consecutive years and months of service in any and all unit bargaining positions, since the last date of hire. During an approved leave of absence, seniority shall neither accumulate nor be diminished but shall be frozen.
- 5.03 Posting of Seniority:** Within one month following the commencement of the academic year, the District shall post a seniority list and furnish a copy to the Union President.
- 5.04 Termination of Seniority:** An employee shall be terminated and lose seniority if he:
- a. Quits
  - b. Is discharged
  - c. Is laid off for a period of two (2) years
  - d. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
  - e. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
  - f. Fails to return from an unauthorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
  - g. Is removed from the bargaining unit.
- 5.05 Discipline of Probationary Employee:** In the period of probation, the Superintendent or his designee, shall have the right to discipline, discharge or suspend the probationary employee and such action will not be subject to the grievance procedure. Provided, however, a conference with the Superintendent, or his designee, will be held upon the written request of the probationary employee filed in the Personnel Office within ten (10) days following the action of discipline, suspension or discharge.
- 5.06 Discipline of Senior Employee:** A senior employee shall not be suspended or discharged without cause.
- 5.07 Bumping, Layoff and Recall:** Employees shall be laid by seniority.
- An employee whose position has been eliminated may bump the least senior employee with the same number of scheduled hours or a less senior employee with the closest number of hours if a position with equivalent hours does not exist within their classification.
- 5.08** Employees on layoff may indicate in writing their desire to substitute for unit employees that have been absent ten (10) or more consecutive days.

## ARTICLE VI

### EMPLOYEE RESPONSIBILITY

**6.01 Address and Telephone Number**

It shall be the responsibility of each employee to notify the District of any change of address or telephone number. The employee's address and telephone number as it appears on the District's records shall be conclusive when used in connection with all notices to employee.

**6.02 Employee Qualifications**

It shall be the responsibility of each employee to meet the No Child Left Behind requirements as adopted by the State of Michigan.



## ARTICLE VII

### VACANCIES AND TRANSFERS

**7.01 Definition of Vacancy**

A vacancy is a position that arises by virtue of a newly created position, a resignation, a termination or an approved leave of absence exceeding six (6) consecutive weeks. If a vacancy occurs during the shortened days of the summer program, the position may be filled by the Superintendent or his designee on a temporary basis until the following school year.

**7.02 Posting of Vacancies**

Whenever the Superintendent or his designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for ten (10) calendar days on the staff bulletin board.

**7.03 Bidding on Vacancies**

Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District.

**7.04 Transfer Requests**

Vacancies which occur between June 1 and the first regular work day of the succeeding student academic year need not be posted; but employees who desire to transfer within a building or to a different building for the succeeding academic student school year shall file a request for transfer by June 1 and every effort will be made to place the employee, if a vacancy exists, according to his request. The Union will be notified of these vacancies. Transfer requests will be kept on file until the commencement of the academic student school year.

**7.05 Vacancies while Employees are on Layoff**

The provisions of Section 7.02, 7.03 and 7.04 of this Article shall not apply in the event there are employees on layoff.

**7.06 Temporary Filling of Vacancy**

The Superintendent or his designee may fill a substitute vacancy on a temporary basis for up to sixty (60) working days.

**7.07 Conflict Between Teacher and Assistant**

In the event a problem exists between an assistant and his teacher, every effort shall be made to resolve the problem informally with the assistant and the supervisor.

**7.08 Priority Consideration**

Bargaining unit employees shall be given priority consideration for work in other positions in the district before those positions are advertised to persons not employed by the District at the time the opening exists.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### 8.01 Paid Time Off

Employees shall be paid for the first two "weather" days each year (called by the administration). Each employee shall be granted:

- One personal day
- Three sick days
- Two paid holidays (Thanksgiving Day and Good Friday)

#### 8.02 Unpaid Leave

A leave of absence for up to one year shall be granted for the purpose of education, appointed or elected public or Union office, illness or care of a family member, or other legitimate reason. Such leave may be extended on an annual basis if requested by the employee and approved by the Board.

#### 8.03 Jury Duty

Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

## ARTICLE IX

### REIMBURSEMENT

#### 9.01 Mileage Allowance

Employees will be paid at the rate established by the District for approved use of their personal automobile on school business.

#### 9.02 Flu Shots

The Board will provide flu shots at Board expense on other than school time at a time and place determined by the Board. The Board of Education will pay for required health cards for all employees.

**ARTICLE X**

**SALARY**

**SALARY SCHEDULE**

ALTERNATIVE EDUCATION, BILINGUAL,  
SPECIAL EDUCATION, AND TITLE 1 AIDES

		2012-2014*
Step 1		9.41
Step 2		9.93
Step 3		10.53
Step 4		11.08

**DISCIPLINARY AIDES**

		2012-2014*
Step 1		12.97
Step 2		13.74
Step 3		14.49
Step 4		15.25

\*For both the 2012-2013 school year and the 2013-2014 school year, Paraprofessional aides not at the top of the pay scale will receive a step increase. Those Paraprofessional aides currently on Step 4 will receive an annual stipend of \$400.00 in the second (2<sup>nd</sup>) pay in October, 2012 and in the second (2<sup>nd</sup>) pay in October 2013.

**ARTICLE XI**

**FRINGE BENEFITS**

**11.01** Any member will be allowed to participate at their own expense in the school district's health care plan, at the school district's group rate.

**NOTE:**

1. To be eligible for the insurance stipend an employee shall be scheduled to work thirty (30) or more hours per week. (Stipend = \$50.00/month, plus \$10.00/month per year of service)
2. Other employees may participate in the health care plan at their own expense.

ARTICLE XII

DURATION OF CONTRACT

This agreement will be effective September 1, 2012 and will continue in force and effect until June 30, 2014, at midnight. At any time subsequent to March 1, 2014, either party may give written notice to the other of its desire to negotiate a new agreement for the following year. That nothing in this paragraph or elsewhere in this agreement will be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

IN WITNESS WHEREOF, the parties have hereunto executed this agreement by their duly authorized representatives.

Dated: June 18, 2012

MELVINDALE FEDERATION OF TEACHERS  
AND SCHOOL RELATED PERSONNEL,  
AFT, AFL-CIO, LOCAL 1051  
PARAPROFESSIONAL CHAPTER

By: Linda J. Previch  
Linda Previch, President

By: Ginger Roehr  
Ginger Roehr, AFT

BOARD OF EDUCATION  
MELVINDALE-NORTHERN ALLEN  
PARK SCHOOL DISTRICT

By: Harriet Bowerman  
Harriet Bowerman, President

By: Cora M. Kelly  
Cora M. Kelly, CEO/Supt.

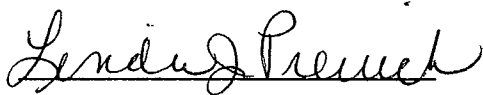
**LETTER OF AGREEMENT**  
**BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION**  
**AND**  
**MELNAP AFT PARAPROFESSIONAL LOCAL 4913 UNION**

On behalf of the Melvindale Northern Allen Park AFT Paraprofessional Local 4913 Union and Board of Education, this agreement signifies a one-time, non-precedent setting agreement between the parties as follows:

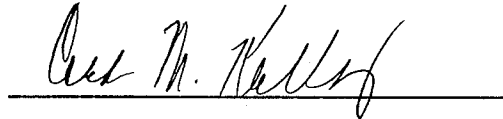
1. The following language shall be added to the collective bargaining agreement:

This entire agreement or specific provisions of the agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Accountability Act, 2011 PA 4.

2. The Union's agreeing to this does NOT signify its acceptance of PA 4's constitutionality and will not impede the Union from initiating or being a party to actions against PA 4.



Linda Previch, President



Cora M. Kelly, CEO/Superintendent

9/8/12

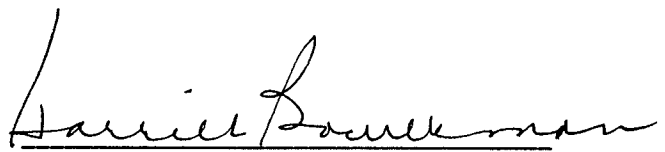
Date

8/24/2012

Date



Ginger Roehr, AFT Representative



Harriet Bowerman, President, MELNAP BOE

6/18/2012

Date

6/18/2012

Date

LETTER OF AGREEMENT

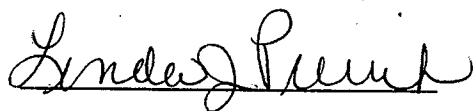
BETWEEN THE MELVINDALE NORTHERN ALLEN PARK BOARD OF EDUCATION

AND

MELNAP AFT PARAPROFESSIONAL LOCAL 4913 UNION

On behalf of the Melvindale Northern Allen Park AFT Paraprofessional Local 4913 Union and Board of Education, this agreement signifies a one-time, non-precedent setting agreement between the parties as follows:

"Should any provision of this Agreement be or become contrary to law such provision shall not be performed or enforced except to the extent allowable by law, and the Parties shall seek to negotiate a substitute provision to comply with the law while preserving the original intent of the provision. All other provisions of the Agreement shall continue in full force and effect."



Linda Previch, President

9/8/12

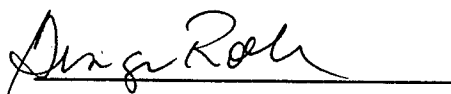
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Cora M. Kelly, CEO/Superintendent

8/24/2012

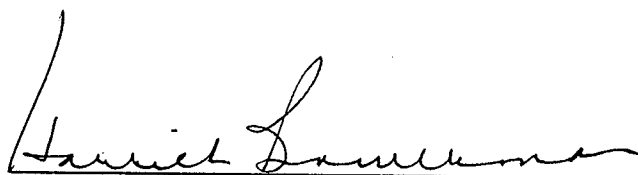
Date



Ginger Roehr, AFT Representative

6/18/2012

Date



Harriet Bowerman, President, MELNAP BOE

6/18/2012

Date