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**LABOR AGREEMENT**

2003 – 2007

Between

**BENTON HARBOR AREA SCHOOLS**

and

**BENTON HARBOR PARAPROFESSIONAL**

**ASSOCIATION/MEA/NEA**

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## AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004, by and between the BENTON HARBOR AREA SCHOOLS, BERRIEN COUNTY, MICHIGAN, hereinafter referred to as the "Board" and the BENTON HARBOR PARAPROFESSIONAL ASSOCIATION/MEA/NEA hereinafter referred to as the "Association."

### WITNESSETH:

The general purposes of this Agreement are to set forth the wages, hours and working conditions which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interests of the Board, its employees and the Association. Recognizing that the well-being of the Board and the job security of the employees depend upon the Board's ability to continue to provide the proper facilities for those whom the Board serves, the Board and the Association, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## ARTICLE I - RECOGNITION

**SECTION 1: BARGAINING UNIT DESCRIPTION.** The Employer recognizes the Association as the sole and exclusive collective bargaining representative with respect to wages, hours and other conditions of employment for all of the Board's paraprofessional employees, proctor/monitors, and attendance workers of the Benton Harbor Area Schools, but excluding administrative employees, supervisor employees, maintenance employees, teachers, secretaries, summer attendance monitor, food service employees, hall supervisors, bus drivers, security, and all other employees.

**SECTION 2: PARAPROFESSIONAL DEFINED.** The term "paraprofessional" when used herein shall be deemed to mean those employees who are included in the bargaining unit as above described. and wherever the male pronoun is used it, shall be deemed to mean "male and/or female".

**SECTION 3: EMPLOYER RIGHTS.** The Association recognizes and agrees that, except as limited or abrogated by the terms and provisions of this Agreement or by law, all rights to manage the operations of the school district and to direct and supervise the employees who come within the jurisdiction of this Agreement are solely and exclusively vested in the Board.

**SECTION 4: NON-DISCRIMINATION.** The parties hereto recognize and agree that neither shall discriminate in dealing with employees or applicants for employment because of their race, color, creed, sex, age, height, weight, nationality, marital status, or political belief, as defined by the Michigan Civil Rights Act, as amended, nor shall either discriminate against any employee because of her membership or non-membership in the Association.

**SECTION 5: ASSOCIATION ACTIVITY.** The Association agrees that, except as specifically provided by the terms and provisions of this Agreement, employees shall not be permitted to engage in Association activity during their working hours.

## ARTICLE II - REPRESENTATION

**SECTION 1: ASSOCIATION REPRESENTATIVE, ELECTED.** The Board recognizes and agrees that the Association shall have the right to designate or elect an Association representative for each school building covered by this Agreement.

**SECTION 2: GRIEVANCE COMMITTEE MEMBERS.** The Association shall be represented by a grievance committee of not to exceed three (3) members.

**SECTION 3: GRIEVANCE COMMITTEEMAN LIMITATIONS.** It is expressly understood that, in no event, shall any Association representative leave his work for grievance purposes, as provided in the grievance procedure, without first notifying and obtaining the prior approval of his building principal and/or immediate supervisor.

**SECTION 4: BULLETIN BOARD USE.** The Association shall have the right to post notices of activities and matters relating to Association business on bulletin boards, one of which shall be provided at each educational site. All material to be posted shall contain nothing of a political or defamatory nature. A copy of all material posted shall be provided to the building principal at the time said material is posted. The Board shall have the right to withdraw the use of a bulletin board from the Association when the use thereof is contrary to these provisions.

**SECTION 5: MAIL SERVICE.** The Association shall have the right to make use of inter-school mails for the purpose of transporting communications relative to Association business and each building Association representative shall have the right to place such materials in the mailbox of each paraprofessional in his building; however, nothing of a political or derogatory nature shall be transmitted thereby. The association shall have the right to use e-mail and fax capabilities through the school's on-line connections.

**SECTION 6: SCHOOL FACILITIES, USE THEREOF.** Schoolrooms may be used by the Association for meetings and special programs, at no cost to the Association, provided,

- (a) Arrangements are made in advance with the building administrator.
- (b) Meetings are scheduled within the regular shift hours of the custodial staff.
- (c) Typewriters and other reproduction equipment may be used at actual cost.

**SECTION 7: INFORMATION.** The Board agrees to make available to the Association any and all information, which it makes available to the public, and that information which is related to or necessary for the proper processing of grievances or complaints. It is understood and agreed that nothing herein is intended to require the Board to compile information in any form not normally followed, nor to secure information in advance of the time such information is normally available to the Board.

**SECTION 8: ASSOCIATION SECURITY AND DUES CHECK-OFF.**

- (a) Employees covered by the Agreement at the time it becomes effective, and who are members of the Association at that time, shall be required as a condition of continued

employment to continue membership in the Association for the duration of this Agreement.

- (b) Employees covered by this Agreement who are not members of the Association at the time it becomes effective, except as provided by subparagraph (d), shall be required as a condition of continued employment to become members of the Association or pay to the Association each month a service charge in an amount equal to the regular monthly dues for the duration of this Agreement, on or before the thirtieth (30) day following such effective dates.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement, except as provided by sub-paragraph (d) shall be required as a condition of continued employment to become members of the Association or pay to the Association each month a service charge in an amount equal to the regular monthly dues, for the duration of this Agreement, on or before the thirtieth (30th) day following the beginning of their employment in the unit.
- (d) Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment, except that such employee shall be required, in lieu of paying the monthly Association dues uniformly required of all Association members, to pay sums equal to such dues uniformly required of Association members to one of the following:
  - (1) American Cancer Foundation;
  - (2) United Way;
  - (3) March of Dimes;
  - (4) NAACP;
  - (5) United Negro College Fund;
  - (6) Muscular Dystrophy;
  - (7) American Heart Association;
  - (8) Diabetes Foundation;
  - (9) Sickle Cell Anemia Foundation; or
  - (10) Other organizations mutually agreeable to the Employer and the Association.

The employee shall evidence such contribution by furnishing a copy of the receipt of the contribution to the Association.

- (e) Employees shall be deemed to be members of the Association within the meaning of this Section if they are not more than thirty (30) days in arrears in payment of membership dues. Employees shall be deemed to have complied with the requirements of this Section if they are not more than thirty (30) days in arrears in payment of the service charge.
- (f) Employees who fail to comply with the requirements of this Article shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer Association.



- (g) During the life of this Agreement, for those employees for whom properly executed payroll deduction authorization cards are delivered to the Employer, the Employer will deduct from their pay, the second pay period each month, for ten (10) months September through June, the applicable amount designated in writing to the Employer by the Secretary-Treasurer of the Association and shall remit any and all amounts so deducted to said Secretary-Treasurer of the Association along with a list of employees from whom the deductions were made. The Association agrees to indemnify and save the Employer 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 cards or by reason of the Employer's compliance with the provisions of this Section.

**SECTION 9: ASSOCIATION DAYS.** The Association shall be allowed twenty (20) days per fiscal year of leaves of absence with pay and without loss of benefits to those paraprofessionals elected or selected to represent the Association at meetings with the administration and to attend educational classes or conventions conducted by the NEA or MEA, unless otherwise mutually agreed upon between the Association and the Board. A written request for such leave shall be presented to the Assistant Superintendent for Human Resources/Labor Relations by the Association at least three (3) regularly scheduled working days prior to the anticipated absence. The Association shall reimburse the District for the cost of a substitute, if a substitute is employed.

**SECTION 10: PAYROLL DEDUCTIONS.** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittance for annuities, credit union, United Community Fund, MEA-PAC and the NEA Fund, or any other plans or programs jointly approved by the Association and the Board. The companies from which annuities may be obtained shall be from the Board approved published list.

**SECTION 11: LIMIT ON LIABILITY.** The Board or its agents shall not be liable in any way for any benefits or programs for which payroll deductions are made on behalf of a bargaining unit employee nor shall the Board guarantee or warrant, either expressed or implied, any benefits or programs for which said deductions are made.

### **ARTICLE III - GRIEVANCE PROCEDURE**

**SECTION 1: GRIEVANCE DEFINED.** A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement or the reasonableness of any rule related to wages, hours or working conditions.

**SECTION 2: FIRST STEP.** Within ten (10) working days after the occurrence of the event upon which a grievance is based or upon the reasonable ability to have knowledge of the occurrence, all grievances should first be discussed with the employee's immediate supervisor. If the matter is not resolved, and to be processed hereunder, a grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the Section of the contract which has allegedly been violated, must be signed by the employee who is filing the grievance and must be presented to the employee's immediate supervisor within ten (10) working days after receipt of the immediate supervisor's oral answer. The immediate supervisor

shall give a written answer to the aggrieved employee within ten (10) working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Board's copy of the grievance and sign same.

**SECTION 3: SECOND STEP.** If the grievance is not settled in writing in the First Step, and it is to be appealed to the Second Step, the appropriate Association representative for the area in which the grievance arose shall present the grievance to the Assistant Superintendent for Human Resources/Labor Relations, or designee, within ten (10) working days after receipt of the First Step answer. The Assistant Superintendent of Human Resources/Labor Relations may either conduct a hearing or render a decision without a hearing. The Assistant Superintendent for Human Resources/Labor Relations shall give the Association representative a written Second Step answer to the grievance within ten (10) working days after the grievance has been presented to him, or in the event a hearing is conducted, within ten (10) working days after the close of the hearing. If the grievance is settled at this step, the Board's copy of the answer will be signed by the Association representative.

**SECTION 4: THIRD STEP.** If the grievance has not been resolved in the foregoing Steps and the Association desires to carry it further, the Association shall, within ten (10) working days following receipt of the Second Step answer, advise the Superintendent in writing that such answer is unacceptable, the reason it is deemed to be unacceptable, and in such communication further advise the Superintendent that the matter is being submitted to the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within ten (10) working days after giving the Board the ten (10) working days notice above referred to. If the grievance has not been submitted to arbitration within said ten (10) working days period, it shall be considered as being withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change, or modify any provision of this Agreement but shall be limited solely to the interpretation and application of the specific provisions contained herein. However, nothing contained herein shall be construed to limit the authority of an arbitrator in his own judgment, to sustain, reverse or modify any alleged unjust discipline or discharge that may reach this stage of the grievance procedure. The decision of the arbitrator on an arbitrable matter within his jurisdiction shall be final and binding upon the parties hereto. The expenses, wages, and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Board and the Association. The expenses, wages, and fees of witnesses and representatives of the Board shall be borne by the Board, and the expenses, wages, and fees of witnesses and representatives of the Association shall be borne by the Association, in accordance with past practice.

**SECTION 5: TIME LIMITATIONS.** If a grievance which has not been settled at any Step of the grievance procedure is not appealed by the Association to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Association. If the grievance is not answered within the time limits specified for such answer at any Step of the grievance procedure, such grievance shall automatically be advanced to the next higher Step of the grievance procedure, except that nothing contained herein shall be construed in such a manner as to automatically refer a subject to the Third Step of the grievance procedure.

**SECTION 6: ASSOCIATION GRIEVANCES.** Grievances on behalf of the entire Association shall be filed by the chairperson of the Association's grievance committee and shall be processed starting at the Second Step of the grievance procedure within ten (10) working days of the occurrence of the event upon which it is based or should have had knowledge of the event upon which the complaint is based.

**SECTION 7: GRIEVANCE MEETINGS.** Meetings provided for in the Second Step of the grievance procedure shall not start later than 4:00 p.m. on the day for which they are scheduled, unless mutually agreed upon by the parties hereto.

**SECTION 8: GRIEVANCE COMMITTEE.** The Assistant Superintendent for Human Resources/Labor Relations shall be promptly informed in writing as to the membership of the Association's grievance committee and any changes therein.

**SECTION 9: WORKING DAYS DEFINED.** Whenever the words are used in the Agreement, "working days" shall be defined as those days on which the District's Administration Office is scheduled for work between Monday and Friday (both inclusive) excluding holidays recognized under this Agreement.

**SECTION 10: GRIEVANCE EXTENSION.** Any of the time limits specified in the grievance procedure may be extended if such extension is mutually agreed to in writing by the Association and the Board.

**SECTION 11: GRIEVANCE ISSUES.** The following subjects shall not be subject to the grievance procedure:

- (a) Discipline or termination of a probationary employee;
- (b) Dispute over a seniority date once the date has been posted fifteen (15) working days; and
- (c) An involuntary, non-disciplinary transfer.

**SECTION 12: HIGHER STEP GRIEVANCES.** Any grievance which originates because of action taken by a representative of the Board other than the employee's immediate supervisor shall begin at the Assistant Superintendent Human Resources/Labor Relations and Evaluation's level of the grievance procedure.

#### **ARTICLE IV - STRIKES AND LOCKOUTS**

**SECTION 1: ASSOCIATION SUPPORTED STRIKES.** The Association agrees that during the life of this Agreement neither the Association, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slowdown or strike. The Board agrees that during the same period there will be no lockouts.

**SECTION 2: INDIVIDUAL STRIKES.** Individual employees, or groups of employees, who instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined or discharged in the sole discretion of the Board.

## ARTICLE V - SENIORITY

**SECTION 1: SENIORITY DEFINED.** An employee's seniority shall be defined as his length of continuous service with the Board since his last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work as a regular employee at the instruction of the Board since which he has not resigned or been discharged. No time shall be deducted from an employee's seniority due to the absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, transfers, or for layoffs for lack of work or funds except as hereinafter provided.

**SECTION 2: PROBATIONARY PERIOD.** All employees shall be probationary employees until they have actually worked ninety (90) days as a regular employee. The purpose of the probationary period is to provide the Board with an opportunity to determine whether employees have the ability and other attributes which will qualify them for regular employee status. During the probationary period employees may be terminated in the sole discretion of the Board without regard to their relative length of service. However, the Board will give the employee the reason for his termination which shall not be subject to the grievance procedure. At the conclusion of an employee's probationary period, the employee's name shall be added to the seniority list as of his last hiring date.

**SECTION 3: SENIORITY LIST.** The Board will maintain an up-to-date list, a copy of which shall be posted in each building twice each year, by November 15 and March 15, and a copy will be sent to the Association President. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their most recent date of hire, starting with the employee with the greatest amount of seniority at the top of the list. If two or more employees who begin work after July 1, 2003 have the same last hiring date, their names shall appear on the seniority list in rank order as determined by a drawing conducted no later than October 1 of each school year. Such employees will be notified of the date, time and place of the drawing and be permitted to be in attendance, along with the President of the Association

**SECTION 4: SENIORITY TERMINATION.** An employee's seniority shall terminate:

- (a) If he quits or is discharged;
- (b) If following a layoff, he fails or refuses to notify the Board of his intention to return to work within seven (7) calendar days after written notice, sent by certified mail return receipt requested, of such recall, notice is sent to his last address on record with the Board and is returned as being undeliverable, or having notified the Board of his intent to return to work, fails to do so within fourteen (14) calendar days after such notice is sent, or upon the day established by the Board for his return, whichever is later;
- (c) If an employee is laid off for a continuous period of twenty-four (24) consecutive months;
- (d) If he is absent for three (3) consecutive work days without notifying the Employer prior to or within said three (3) days of a justifiable reason for such absence;

- (e) If he fails to request a leave of absence in writing, or does not return to work immediately following the termination of a leave of absence or vacation, unless, in the latter case, he presents evidence satisfactory to the Employer that it was impossible for him to return to work at the expiration of such leave or vacation.

**SECTION 5: POSITION ASSIGNMENTS/TRANSFERS.** Employees shall be notified, in writing, of their forthcoming schedule and assignments one week in advance. Employees who will be affected by a change in assignment/transfers during the school year, will be notified and consulted by their building principal as soon as practicable. The Superintendent of schools has the sole right to assign/transfer employees to positions for which they are qualified within the School District.

**SECTION 6: DUTY ASSIGNMENTS.** The assignment of various duties to non-certified employees within each school building shall be the responsibility of the building principal. The building principal shall inform the paraprofessional(s) of duties involved with the assignment.

**SECTION 7: VACANCIES.** In the Event the Board deems it necessary to fill a vacancy, the Board subscribes to the policy of filling vacancies from within its own employee staff. Therefore, whenever a permanent vacancy occurs or is anticipated, a notice thereof shall be posted on a bulletin board in each school building for five (5) school days before the position is filled, and at the time the notice is posted a copy thereof shall be sent to the Association President. Employees who desire to be considered for the vacancy shall submit their bids in writing to the Assistant Superintendent for Human Resources/Labor Relations. Permanent vacancies shall be filled by the applicant who in the judgment of the Board possesses the most experience, competency, qualifications and other relevant attributes to satisfactorily perform the job. Members of the bargaining unit who applied for vacancies shall be notified within ten (10) days after the job has been filled whether or not they received the position for which they applied. The Association President shall receive a copy of said communiqué. In the event a job is posted and not filled, the Association President, upon request, shall be furnished with the names of all bargaining unit members who bid on said position.

**SECTION 8: REDUCTION OF WORK FORCE.** When the size of the work force is reduced, temporary employees shall be laid off first. If further reduction occurs, probationary employees shall be laid off next, provided there are seniority employees who are qualified and able to satisfactorily perform the work of the laid-off employee with a reasonable break-in period. If further reduction occurs, seniority employees shall be reduced starting with the least senior employee and through the seniority list in inverse order, providing there are seniority paraprofessionals who are qualified and able to satisfactorily perform the work of the laid off employee with a reasonable break-in period. In the event there are no senior employees who are qualified and can satisfactorily perform the work of those scheduled for layoff with a reasonable break-in period, then the junior employee shall be retained and the senior employee shall be laid off. Other conditions for layoff are as follows:

- (a) If a paraprofessional's position is eliminated, she/he shall take the position of the least senior paraprofessional, provided she/he is qualified and can perform the work with a reasonable break-in period; and

- (b) The Board shall notify each paraprofessional at least ten (10) working days prior to layoff.

**SECTION 9: RECALLING EMPLOYEES FOLLOWING LAYOFF.** When recalling employees to work following layoff, the senior employee on layoff status who is qualified and has the present ability to satisfactorily perform the available work with the reasonable break-in period shall be recalled to such work. Available work shall be defined as any position in the bargaining unit which has been posted but not filled through the bidding process. If there are no employees on layoff status who are qualified and have the present ability to satisfactorily perform the available work with a reasonable break-in period, the senior laid off paraprofessional who is qualified and has the requisite ability to perform the work shall be the one recalled. If, under this section there are no laid off employees qualified for recall, then the Board shall be free to hire new employees who are qualified to perform such work. If an employee is given reasonable break-in as above provided, and demonstrates that with such break-in and training he is unable to satisfactorily perform such work, he shall then be returned to layoff status and shall be eligible for recall to work to which his qualifications and seniority entitles him.

**SECTION 10: SUBSTITUTE PAY.** If a bargaining unit employee is on lay-off and the District calls said laid-off employee in to substitute as a paraprofessional, said member shall be paid at his hourly rate of pay which would have been earned if the employee had not been laid-off but not be entitled to any other benefits unless the assignment exceeds twenty (20) consecutive work days (including partial days). The return of a bargaining unit member to work on a substitute basis shall not be considered a recall from layoff and does not constitute a break in the layoff for the purpose of Article V, Section 4(c).

**SECTION 11: ON THE JOB TRAINING.** If through lay-off, a bargaining unit member is placed into a type of position in which he has not served within the past two (2) years, said employee may request, in writing, through his immediate supervisor, training in said new position. If approved, said training shall be for a maximum of one (1) work day with the employee who is leaving said job.

**SECTION 12: QUALIFIED.** The district considers all currently employed paraprofessionals qualified until the provisions of the No Child Left Behind Act take effect. It is the responsibility of the paraprofessional to properly fill out any forms the district may require and submit verification of any tests or courses passed relevant to their NCLBA status.

## **ARTICLE VI - LEAVES OF ABSENCE**

**SECTION 1: LEAVE, PERSONAL.** A leave of absence for personal reasons of not to exceed one (1) year may be granted, without pay or benefits, and without loss of seniority, to an employee who has completed his probationary period with the Board since his last hiring date, provided, in the judgment of the Board, such employee can be spared from his work. A leave of absence will not be granted to seek or accept other employment. A request for leave of absence hereunder must be made in writing, on a form provided by the Board, with one (1) copy hereof given to the employee's building principal and another copy sent to the Human Resources/Labor Relations Office. Such request must be made and the approval thereof received by the employee prior to his absence in order for the employee to be on an approved leave of absence.

**SECTION 2: LEAVE, DISABILITY.** In the event a paraprofessional becomes temporarily disabled, the paraprofessional may use accumulated sick leave days. Upon expiration of all such sick leave or the expiration of leave covered by the Family and Medical Leave Act (FMLA), whichever occurs later, the paraprofessional shall be granted a disability leave of absence without pay or Board paid fringe benefits for a period not to exceed one (1) calendar year, provided certification from a medical doctor supports the necessity for such leave. Should a paraprofessional be able to reasonably anticipate the need for a temporary disability leave because of illness, injury, or pregnancy, such paraprofessional shall notify the Assistant Superintendent for Human Resources/Labor Relations one (1) month prior to the anticipated beginning of the disability leave of absence. If the paraprofessional desires to return to work prior to the scheduled expiration of the leave, the paraprofessional shall:

- (1) Submit in writing notice of intent to return to work to the Assistant Superintendent for Human Resources/Labor Relations four (4) weeks prior to the expected date of return, or a shorter period if approved by the Assistant Superintendent for Human Resources/Labor Relations; and
- (2) Provide a certificate from a medical doctor attesting to the fact that the paraprofessional's physical condition is such that said paraprofessional is able to perform the duties of the assignment for which he is qualified and certified.

In the event the work and or attendance of a paraprofessional is adversely affected due to a disability condition prior to the paraprofessional's voluntary taking of a leave of absence, the paraprofessional shall be required to take an involuntary disability leave of absence should the Board's medical doctor substantiate the need for such involuntary leave. In the event a paraprofessional fails to return to work upon the expiration of a disability leave, the paraprofessional shall be terminated and forfeit any further rights the paraprofessional may have had under this Agreement or individual contract. Paraprofessionals who desire to continue their health insurance while on a disability leave may do so at their own expense, subject to the conditions and terms of the insurance carrier.

**SECTION 3: LEAVE, MILITARY.** An employee who enters the military service by draft or enlistment, shall be granted a leave of absence without pay for that purpose, and at the conclusion of such leave shall be reinstated in accordance with all applicable provisions of the Selective Service and Training Act, and any other applicable laws then effective.

**SECTION 4: FAMILY AND MEDICAL LEAVE ACT.** Pursuant to the Family and Medical Leave Act of 1993, as amended, an eligible employee shall be entitled to an unpaid leave of absence, of up to twelve (12) weeks, during a twelve (12) month period, for one or more of the following:

- a. Birth, adoption, or foster care placement of an employee's child;
- b. Serious health condition of an employee's spouse, child, or parent;
- c. The employee's own serious health condition.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks per twelve (12) month period of time. The employee returning from a leave

under this act shall be returned to his/her previous position or equivalent position. All leaves shall be granted only in accordance with federal regulations.

To be eligible for a leave under this section, an employee must have been employed by the District for at least two semesters and have worked at least 1250 hours over the previous twelve (12) month period. An employee shall only be eligible for such leave once during any twelve (12) month period. An employee requesting leave under the Act must do so as soon as practical.

This Family and Medical Leave section is not intended to interfere with the use of any other leave provision within this Article.

**SECTION 5: LEAVE, RETURN FROM.** Upon return from an authorized leave of absence, during the school year, a paraprofessional shall be afforded the opportunity to accept the first vacancy for which he is qualified, seniority permitting. It is understood and agreed that an employee on a leave of absence shall have the right to a position for which he is qualified, seniority permitting, provided, said employee notifies the Assistant Superintendent for Human Resources/Labor Relations in writing at least four (4) weeks prior to the start of the school year. When an employee is granted a leave of absence pursuant to Sections 1 and 2 of this Article of less than thirty (30) working days, such employee may be entitled to return to the position he vacated for the leave.

## **ARTICLE VII - EMPLOYEE EVALUATIONS**

**SECTION 1: EVALUATION OF PERFORMANCE.** The building principal, assistant principal, or administrative supervisor, after consulting with the teacher(s) to whom the employee is assigned, will prepare a written evaluation of each employee, based upon personal observations and conferences with the employee at least once a year, on or before May 1. Probationary employees shall be evaluated at least twice during the school year by the principal/administrative supervisor after consulting with the teacher(s) to whom the employee is assigned. Prior to conducting an evaluation, the employee shall be given, by the Employer, a copy of an evaluation form, mutually agreed upon by the Employer and the Association, and made acquainted with the specific criteria and procedure to be used in the evaluation of the employee.

**SECTION 2: PERFORMANCE EVALUATION REPORT.** Copies of the written evaluation shall be submitted to the employee at the time of personal interview or within ten (10) days thereafter. One is to be signed indicating full knowledge of its content and returned to the Administration, the other to be retained by the employee. In the event the employee feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file.

**SECTION 3: COMPLAINTS/PERSONNEL FILE REVIEW.** Any complaint regarding an employee made to the Administration by any parent, student, or other person who is considered in evaluating said employee's performance will be called to his attention as soon after the complaint has been made as is practicable. Each employee will have the right, upon written request, to review the contents of his personnel file. A representative of the Association, may, at the employee's request, accompany the employee in such review. The review will be scheduled



with and made in the presence of the administrator responsible for the safekeeping of such file, or someone designated by him. Privileged information, such as confidential credentials and related personal references obtained at the time of initial employment are specifically exempted from such review. The administrator will remove such credentials or reports from the file prior to the review of the file by the employee.

**SECTION 4: PERSONNEL FILE INFORMATION.** Except as provided by law, the Board shall not divulge any material in a personnel file to a third party without notice to the bargaining unit member and Association before the date of the disclosure to the third party.

**SECTION 5: GRIEVANCE, CONDUCT COMPLAINT TYPE.** An employee, who has a complaint filed against him by an administrator, teacher, student, or parent, which is used in evaluating said employee, may file a grievance challenging the validity and use of said complaint.

## **ARTICLE VIII - DISCIPLINE OF EMPLOYEES**

**SECTION 1: RULES OF CONDUCT, COMPLIANCE THEREWITH.** Employees are required to comply with reasonable rules, regulations and directions from time-to-time adopted by the Board, or its representatives, which are not inconsistent with the provisions of this Agreement, provided that an employee may reasonably refuse to carry out an order which endangers his health or safety.

**SECTION 2: JUST CAUSE.** An employee who has completed his probationary period shall not be disciplined, reprimanded, or discharged without just cause. Any such action which is claimed to be unjust may be questioned through the grievance procedure. All information forming the basis for disciplinary action will be available to the employee and the Association upon request by the employee.

- (a) Filing a grievance with respect to disciplinary action shall serve as authorization to the Board to reveal and provide to all parties involved in the grievance procedure any and all information pertaining to said grievance. In accordance with this provision, the Association shall hold the Board harmless for the release of said information from any claimed liability by reason of such disclosure.
- (b) The Board and the Association subscribe to the Progressive Corrective Discipline Policy adopted by the Board in March, 1976, as amended.
- (c) Upon ratification of this Agreement, each member shall be provided a copy of the Progressive Corrective Discipline Code within ten (10) working days of completion of printing or within ten (10) working days after receipt of the Code by the District if the printing is done by an outside agency. Thereafter, each employee shall be provided a copy of the Code, if and when, amendments are adopted.
- (d) It is the expressed right of any employee who is being disciplined as defined by the Progressive Corrective Discipline Policy to have present a representative of the Association.

## ARTICLE IX - WAGES AND HOURS

**SECTION 1: WAGE SCHEDULE.** The wage schedule of employees covered by this Agreement are set forth in Appendix A which is attached hereto and by this reference becomes a part hereof for the duration of this Agreement.

**SECTION 2: WORKING DAY, PARAPROFESSIONAL.** The normal working day for a full-time paraprofessional shall be at least six (6) hours, excluding the employee's lunch period. Employees may be required to report before or remain after the student school hours in accordance with the necessary supervisory duties related to the employee's work responsibilities.

**SECTION 3: LUNCH/RELIEF TIME.** Paraprofessionals working at least four (4) hours per day shall receive a thirty (30) minute duty-free unpaid lunch period near the mid-point of the regular school day at a time specified by the employee's immediate supervisor. All employees will be provided one relief period of ten (10) minutes in the morning and one relief period of ten (10) minutes in the afternoon, at a time determined by the employee's principal or administrative supervisor.

**SECTION 4: OVERTIME.** Employees shall receive one and one-half times their regular hourly rate for any hours worked beyond forty (40) in a particular work week.

## ARTICLE X - PAID LEAVE

**SECTION 1: SICK LEAVE NOTIFICATION.** If an employee is ill or injured and will be unable to work, he is to notify the building principal or designee, by telephone (the number to call will be made available to all employees) at least one hour prior to the time he is expected to be at work. Such prior notification shall be excused where the facts demonstrate that such notice was not reasonably possible. In the event the Administration deems it necessary to provide a replacement for the employee, it will do so by arranging for a substitute or temporary transfer of another employee for the duration of the illness or injury. It shall be the responsibility of the employee to call the building principal, before the close of the students' school day, the day preceding his return in order that the substitute employee can be released, or the employee temporarily transferred can be notified where he is to report the following day. In the event the regular employee fails to call before the close of the students' school day, the regular employee will lose a full day's pay.

**SECTION 2: SICK LEAVE ACCUMULATION.** Day Paraprofessionals shall be eligible to accrue sick leave benefits on the basis of one (1) day of sick leave after each eighteen (18) day work period.\* Unused sick leave credits shall be accumulated from year to year up to a maximum of two hundred (200) days. \*To a maximum of ten (10) days per year.

Employees employed in the night school program who work a minimum of six (6) hours per week shall be granted two (2) days of sick leave per year. One (1) day of sick leave shall be credited at the end of the first semester and a second day shall be credited at the end of the second semester. Sick leave as provided for in this Section shall be cumulative from year to year. One semester worked shall be defined as a minimum of fifty (50) regularly scheduled work hours.

**SECTION 3: SICK LEAVE PAYMENTS.** Sick leave payments shall be made to eligible employees (to the extent of their accumulated credits) on the basis of not to exceed eight (8) hours per day, or forty (40) hours per week, at the regular straight time hourly rate of the employee at the time the necessary absence occurs. Sick leave may not be used in amounts of less than one-half day.

Whenever a sick leave payment is made to an employee, the amount thereof shall be deducted from his accumulated credited sick leave. An eligible employee may on a once-a-year basis elect to convert up to a maximum of ten (10) sick leave days into a year-end bonus at the rate of \$15 per day. To be eligible for such a bonus, an employee must maintain a balance of at least fifteen (15) accrued sick leave days in his/her account after the conversion of the sick days. Requests for bonus payments shall be given to the Employer in writing and be signed by the employee no later than December 1 each calendar year. Payment of the bonus shall be made during December.

**SECTION 4: WORKER'S COMPENSATION.** Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Act, shall be entitled to use accumulated sick leave in one-half (½) day increments to make up the difference between the allowance under the Worker's Compensation Act and his regular weekly income for the duration of the illness, until said sick leave is exhausted. Said use of sick leave supplement shall not exceed the total equivalent of what he would have received in daily pay based on his normal work day.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an Employee is on Worker's Compensation. Provided, however, the Employer shall continue the Employee's health insurance benefits until such time as the Employee's supplemental period and/or accumulated sick leave is exhausted.

**SECTION 5: SICK LEAVE ELIGIBILITY.** To be eligible for sick leave payments, the employee: (1) must have worked at least twenty (20) days; (2) must be unable to report for work due to his own personal illness or disability, or the illness of the employee's current spouse or unemancipated children; and (3) must have notified the proper authorities as provided in Section I of this Article.

**SECTION 6: MEDICAL CERTIFICATE.** When an employee has been absent from work due to his illness or injury, the Board may require that the employee present a statement from a physician attesting to the fact that the employee is physically able to assume the duties of work the employee normally performs.

**SECTION 7: FUNERAL LEAVE.** All employees, who at the time have completed their probationary period, shall receive time off with pay at their regular straight time hourly rate for each day necessarily lost during their normal work week not exceeding three (3) days due to each death in their immediate family. This payment shall not be deducted from an employee's accumulated sick leave credits, nor shall payment be made for any such three (3) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as the employee's current spouse, children, grandparents, parents, parents-in-law, brothers and sisters, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and

grandchildren. To be eligible for such pay, the employee must attend the funeral. If the Board requests proof of death, the employee must present the same in order to receive the pay herein referred to. Five (5) additional days of leave of absence may be taken provided the employee has sufficient unused sick leave credits accumulated.

**SECTION 8: PERSONAL BUSINESS DAYS.** Employees shall be allowed two (2) personal business leave days each year which shall be deducted from sick leave, provided:

- (a) The paraprofessional has completed six (6) months of continuous service with the District.
- (b) The request for time off is submitted in writing on a form provided by the Board to the building principal, who shall forward it to the Assistant Superintendent for Human Resources/Labor Relations for his/her approval. At the time the request is submitted, the employee shall inform the building principal of the requested days(s) off. The request must state the reason why the leave is necessary and must be filed in advance of the desired time so that it reaches the Assistant Superintendent for Human Resources/Labor Relations at least five (5) school days before the intended day of absence in order for the request to receive consideration, and if approved the necessary arrangements can be made. Emergency requests will be given consideration and, if approved, they will be granted as soon as possible.
- (c) A business leave may be taken only when a dire business necessity arises and it is imperative that the employee's presence is required away from school property and such business matters cannot be arranged outside the employee's normal school day. Except in emergency situations as determined by the Superintendent, such business leave will not be permitted on the last school day prior to or the first school day following a recess period, or during parent conference days or student record days.

## **ARTICLE XI - INSURANCE**

**SECTION 1: HEALTH INSURANCE.** For the life of this Agreement, the Board shall make available to all employees scheduled to work twenty-five (25) or more regular hours per week, a portion of the published premium rate in effect toward the purchase of MESSA Super Care I protection for a full twelve (12) month period for the employee and his eligible dependents defined by MESSA and its underwriter. Prescription drug coverage shall be under MESSA's \$5 generic/\$10 brand name co-payment rider and \$100 individual/\$200 family annual deductible. As of May 15, 1997, all new employees to the bargaining unit shall contribute 10% of the monthly premium cost of health insurance if selected. Any such employees shall have his/her contribution "frozen" at the 2003-04 level until such time as eligible employees hired before May 15, 1997 have their contribution reach and/or exceed the contribution levels of the employees hired on or after May 15, 1997. At that time, all eligible employees shall contribute the same amount for the level of coverage they have chosen.

Upon ratification of this agreement, eligible bargaining unit employees electing the health insurance option will contribute the following amounts toward the premium cost of health insurance:

Single Subscriber:	\$40 per month
2-Person:	\$90 per month
Full Family:	\$100 per month

Such contribution shall be payroll deducted from wages by the District.

The employee monthly contribution will increase or decrease at the same percentage increase or decrease as any MESSA health insurance premium increase or decrease.

The Board shall provide a pre-tax premium payment plan to allow employees to pay contributions for health coverage with pre-tax dollars upon written authorization by the employee.

Should a less costly health insurance program be offered by MESSA during the life of this Agreement, the eligible employee may elect to choose such less costly program. If a less costly program is chosen, the amount of the employee's monthly contribution (if any) will be renegotiated.

The Board will pay the full amount for one month of health care premiums each year for eligible paraprofessionals participating in the health care insurance program. District administration will determine, at its discretion, what month employee premium contributions will be waived or how this will otherwise be handled each year, which may include requiring payroll deduction of an amount equivalent to 11 months of contributions spread out over the annual period that each paraprofessional is scheduled to receive pay from Benton Harbor Area Schools.

**SECTION 2: INSURANCE OPTIONS.** Where more than one member of the same family, i.e., husband, wife, or unmarried children are employed by the Board and are eligible employees, the Board may specify whether both or all shall enroll as individuals, or whether one shall enroll for full Family Coverage and list the other or others, provided that all such members of the family shall have, at all times, the coverage to which they are entitled by virtue of the employment status of any members of the family. In the event an employee's spouse is employed by someone other than the Board, and his employer provides comparable health insurance paid for by that employer, the Board shall be relieved of any liability for the purchase of health insurance for said employee. It is further agreed that the Board will provide for those not choosing any of the above, a maximum contribution of ninety dollars (\$90.00) per month toward the purchase of:

- (1) Long Term Disability;
- (2) Accidental Death and Dismemberment;
- (3) \$10/\$20 Hospital Supplement;
- (4) Additional Life Insurance;
- (5) Additional Dependent Life Insurance;
- (6) Loss of Time (Income Protection);
- (7) Other policies available under MESSA Super Care 1; or
- (8) MEA Annuities to the extent allowed by tax rules and laws. It shall be the responsibility of the employee to inform the Administration of his desire for coverage or of any changes in family status that may affect the insurance.

**SECTION 3: DENTAL INSURANCE.** For the life of this Agreement, the Board shall provide without cost to the employee, dental insurance coverage under Delta Plan C0/1, Co-Pay 50/50/50, for the employee and his eligible dependents for all employees regularly scheduled to work twenty-five (25) or more hours per week.

**SECTION 4: VISION CARE.** For the life of this Agreement, the Board shall provide without cost to the employee, MESSA Vision Service Plan 2, including internal and external coordination of benefits for all employees regularly scheduled to work twenty-five (25) or more hours per week.

**SECTION 5: LIFE INSURANCE.** The Board shall provide without cost to all employees regularly scheduled to work twenty-five (25) or more hours per week, a total of \$5,000 Term Life Insurance with \$5,000 Accidental Death and Dismemberment for each employee.

**SECTION 6: MESSA-PAK.** If the cost is less, the Board may elect to package the health, life, dental and vision insurance into a MESSA-PAK.

**SECTION 7. INSURABILITY STANDARDS.** It is the responsibility of the employee to meet the insurability requirements of the insurance carrier and to properly fill out all necessary forms that the insurance carrier may require. Failure of an employee to fill out the necessary insurance forms required by the carrier or to meet the carrier's insurability standards shall not be the responsibility of the Board.

## ARTICLE XII - GENERAL

**SECTION 1: INCLEMENT WEATHER.** In the event school is closed because of inclement weather, or for any other reason deemed necessary by the Board and teachers are not required to report for duty, paraprofessionals shall not be required to report for work and shall receive pay for the first two (2) days. In the event inclement weather/emergency days are permitted by the State in excess of two (2) days, no employee shall suffer any loss in wages and shall be paid as if she/he had worked. The remainder shall be without pay. In the event instructional days are added to the school calendar to make up for inclement weather days, paraprofessionals shall be expected to work and shall receive their normal rate of pay for same.

**SECTION 2: HOLIDAYS.** The following shall be recognized as holiday time off with pay: Friday before Labor Day\*, Labor Day\*, Thanksgiving Day, Day after Thanksgiving Day, Christmas Day (2 days at Christmas), New Year (2 days at New Year), President's Day, Good Friday, Memorial Day and Martin Luther King, Jr.'s Birthday.

Employees will be paid their regular straight time hourly rate for the number of hours they regularly work on a regular school day for the above holidays. In no event, however, will an employee be paid for more than eight (8) hours for any one holiday. To qualify for holiday pay, the employee must work the last school day before and the first school day after the holiday unless such employee is excused by the Assistant Superintendent Human Resources/Labor Relations.

\* Only recognized as holiday if the first student attendance day for the school year occurs prior to the day.

**SECTION 3: JURY/WITNESS DUTY:** An employee who is summoned and reports for jury duty, as prescribed by applicable law, for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Board, shall be paid the difference between what he receives from the court as daily jury duty fees and what he would have earned from the Board on that day on the basis of the hours for which he was scheduled at his regular hourly rate of pay. An employee who is subpoenaed as a witness during his regularly scheduled work hours and is not a plaintiff or defendant in the litigation shall be granted up to five (5) days per year with pay and benefits. Witness leave shall not be used in a case involving legal action brought against the Board by the Association or any member thereof.

- (a) In order to receive the payment above referred to, an employee must give the Board prior notice that he has been summoned for jury duty or witness duty and must furnish satisfactory evidence that he reported for or performed such duty on the days for which he claims such payment.
- (b) The Board's obligation to pay an employee for jury duty as provided herein is limited to a maximum of thirty (30) days in any calendar year.

**SECTION 4: SUPPLEMENTAL AGREEMENTS.** The provisions herein contained and the Appendix attached hereto, constitute the entire Agreement between the parties. It is expressly understood that nothing contained herein shall be construed to prohibit the parties hereto from entering into supplemental agreements if they mutually desire to do so.

**SECTION 5: ENTIRE AGREEMENT.** This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

**SECTION 6: PROFESSIONAL DEVELOPMENT.** Paraprofessionals shall be provided inservice education on those days when the entire teaching staff is scheduled for inservice programs. Paraprofessionals will be required to attend unless excused by the Assistant Superintendent of Human Resources. Paraprofessionals will be compensated at their regular hourly rate of pay for attendance. The planning of the inservice topics shall be the responsibility of the Board with cooperation and help from the Association in arranging the programs.

**SECTION 7. COMPLIANCE WITH FEDERAL LAW.** No provision in this Agreement shall be construed to prevent or prohibit the Board or District from taking required actions under the No Child Left Behind Act (NCLBA) concerning school improvement, school corrective action or school restructuring. Any timelines, notification or other provisions of this Agreement shall be subordinate to and adjusted by the NCLBA and its implementing regulations in order to meet the required actions and deadlines of the NCLBA.

**SECTION 8: SAVINGS CLAUSE.** If, during the life of the Agreement, any of the provisions contained herein are held to be invalid by operation of the law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall not be applicable, performed, or enforced, except to the extent permitted by law. All other provisions of this Agreement shall not be affected thereby, and the parties agree to meet for the purpose of negotiations and agreement on substitute language for the voided provision(s).

**SECTION 9: MILEAGE.** Employees who are required to use their personal vehicles for school business shall, upon monthly presentation of documented mileage, be reimbursed by the Board at the then established IRS rate.

**SECTION 10: HEALTH EXAMINATIONS.** Any health examination which is required for initial employment, or which is periodically required to maintain employment, shall be at Board expense. The Board retains the right to select the physician who shall perform such examinations.

**SECTION 11: EXTRA DUTY PAY.** In the event a paraprofessional's regular supervising teacher is entitled to additional compensation for the assignment of additional students due to the unavailability of a substitute teacher, and such assignment to the paraprofessional's regular teacher adds five (5) or more students normally assigned to another teacher, the paraprofessional shall receive an additional three (\$3.00) dollars per hour pay for each hour or fraction thereof that the paraprofessional is required to work with the additional students.

Both parties are in agreement that when the classroom teacher is on a leave of absence a certified substitute should be secured. However, in the event that a bargaining unit member is required to assume the classroom teacher's responsibility for a half (1 /2) day or more, he shall receive a prorated stipend based upon the Board adopted teacher substitute rate for all time with such responsibility.

**SECTION 12: ALCOHOL AND DRUG POLICY.**

In an effort to improve safety and health, including elimination of the presence and influence of illegal substances and alcohol from the workplace, all bargaining unit members who possess alcohol or drugs on the job site, except for medication prescribed by the employee's physician or over the counter medication, and employees under the influence of alcohol and/or drugs during working hours shall be subject to disciplinary action, up to and including discharge, in accordance with the rules and regulations as established by the Employer.

All bargaining unit members shall be subject to ongoing drug and alcohol screening tests. These chemical tests may be at random or may be implemented individually based upon the Employer's reasonable suspicion that an employee is under the influence of drugs and/or alcohol during working hours. All random testing shall be done on a designated group or on a bargaining unit wide basis. All drug and/or alcohol screening tests shall be conducted by a physician or health care professional. Such testing shall be in accordance with accepted standards of conduct within the medical industry. In the event a preliminary test is positive for the presence of drugs and/or alcohol, a confirming test by an alternating scientific method shall be conducted. In the event the confirming test is positive, or in the event an employee refuses to submit to the drug and/or alcohol screening test, the following disciplinary action shall result:

- (a) An employee who tests positive on the drug and/or alcohol screening tests, shall, on the first occurrence, be offered the opportunity to enter a rehabilitation or counseling program. The Employer shall compile a list of acceptable rehabilitation and counseling programs. The program selected, which shall be a bonafide rehabilitation or counseling program, shall be done by the individual employee and his counselor/physician. The cost



of such program may be offset by the appropriate insurance program. If the employee enters and successfully completes such a program, his employment status shall not be affected and he shall be returned to a vacant position for which he is qualified.

- (b) An employee who tests positive on the drug and/or alcohol screening test, shall, on the second offense, be discharged from employment with the Benton Harbor Area Schools. Provided however, the Board of Education shall retain the right to impose a lesser form of discipline, if in its sole judgment, such action is warranted.
- (c) An employee who refuses to submit to a drug and/or alcohol screening test when requested by the Employer, or who fails to successfully complete a rehabilitation or counseling program begun under this policy, shall be discharged from employment with the Benton Harbor Area Schools.
- (d) All testing shall be done privately. Testing shall be done, if applicable, during the individual's normal work hours. All testing shall be conducted in the absence of students. The results of the test shall remain confidential and shall be provided to the individual(s) involved.
- (e) The parties agree that it is the intent of the District to have a unified drug/alcohol testing policy for all employees. Therefore, in the event a drug/alcohol testing policy is negotiated with another bargaining unit which is not in conformity with this Section, the Union may request to re-open negotiations concerning this Section.

**SECTION 13: STUDENT SUPERVISION.** Except in the event of an emergency, no paraprofessional shall be responsible for students without direct supervision by a certificated teacher or administrator. A paraprofessional may be assigned student supervision which may include, but be not limited to, supervision during the teacher's lunch period and/or recess periods, per past practice.

**SECTION 14: ADMINISTERING MEDICATION.** For those medications that need to be administered in school, there shall be a written school policy, developed by the Employer, that sets the parameters for when the school will provide for the administration of medication, both prescription and non-prescription, to students and for self-administration of medications by students in the school setting. A copy of the policy shall be available in every school. Prior to any personnel administering medication(s) to a student, written authorization signed by a licensed physician and the student's parent(s)/guardian(s) shall be received by the Employer and filed in the CA-60's for students in grades PreK-8 or the medical file for students in grades 9-12. Any employee who is to administer medication to a student shall receive prior training from a health care professional on the administration of medication. The training shall be provided by the Employer, at its expense, and all training time shall be considered as work time.

**SECTION 15: PROPERTY DAMAGE REIMBURSEMENT.** The Board will reimburse paraprofessionals for any damages or destruction of clothing or personal property, excluding vehicles, up to one-hundred (\$ 100.00) Dollars, not due to negligence on the part of a paraprofessional, which is not covered by other insurance in connection with any incident arising out of and in connection with one's professional employment.

**SECTION 16: MUTUAL CONCERNS COMMITTEE:** The parties have established a Mutual Concerns Committee so as to ensure adequate and timely communication between the parties regarding the day-to-day implementation of District policies and procedures.

Meetings of the Mutual Concerns Committee shall take place as needed. The Association shall be represented by two (2) members of its choosing and the District shall be represented by two (2) members of its choosing.

Both the Association and Administration shall submit to each other topics they desire to address in such meetings at least forty-eight (48) hours in advance. However, it is understood by both parties that issues of an emergency nature may also be addressed during such meetings.

**SECTION 17: GENDER.** It is agreed that in this lease the word "he" shall be used as synonymous with the words "she", "it" and "they", and the word "his" synonymous with the words "her", "its", and "their".

### **ARTICLE XIII – EMPLOYEE RIGHTS**

**SECTION 1: EMPLOYEE ASSAULT.** In the event a paraprofessional is physically assaulted by a student or any person who is not employed by the Board which arises out of and in the course of his/her employment, it shall be promptly reported to his/her immediate supervisor and the Assistant Superintendent for Human Resources/Labor Relations. The Board will provide legal counsel to advise the paraprofessional of his/her rights and obligations with respect to such assault and shall render the necessary assistance to the employee in connection with the handling of the incident with the law enforcement and judicial authorities.

**SECTION 2: CIVIL ACTION.** In the event the paraprofessional is the subject of a civil action filed by someone other than an employee of the Board which arose out of and in the course of his/her employment, the Board will provide legal counsel and render the necessary assistance to the employee in his/her defense, provided the employee's conduct was justified based on what a reasonable and prudent person would do in like or similar circumstances. In the event the provisions of the Section are met, the employee shall be paid for the time necessarily spent in the resolution of such a matter.

### **ARTICLE XIV - DURATION OF AGREEMENT**

THIS AGREEMENT shall become effective as of May 11, 2004, and shall continue in full force and effect until 12:01 a.m. on the 30th day of June, 2007 and for one (1) year thereafter unless either party shall notify the other in writing at least ninety (90) calendar days prior to the expiration of any subsequent automatic renewal of its intent to amend, modify, or terminate this Agreement.

THIS AGREEMENT was executed this \_\_\_\_\_ day of \_\_\_\_\_, 2004, in Benton Harbor, Michigan.

Agreed by:

**BENTON HARBOR  
PARAPROFESSIONAL ASSOCIATION/  
MEA/NEA**

**BENTON HARBOR AREA SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, President

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

APPENDIX A

SECTION 1: WAGE SCHEDULE.

(a)

PARAPROFESSIONALS  
Effective July 1, 2003 to June 30, 2004

Years of Experience	High School Graduate	Two or More Years of College
0	7.62	8.35
1	8.35	9.05
2	8.95	9.73
3	9.63	10.24
4	10.38	10.82

(b) The wage rates for 2004-2005, 2005-2006 and 2006-2007 will be negotiated by the parties.

**SECTION 2. INCREMENTAL MOVEMENT.** For the purpose of achieving a fall increment, an employee shall work a minimum of six (6) months during a school year.

**SECTION 3. OUTSIDE WORK EXPERIENCE.** The Board may allow up to five (5) years of outside work-related experience for an employee being initially placed on the wage schedule.

**SECTION 4. CONTINUED EDUCATION.** Employees who are currently employed and for those employees who have been previously employed who do not have a high school diploma and who have a satisfactory performance record, shall continue to be employed provided they are currently working on obtaining their high school diploma, their job performance continues to be satisfactory, and they meet the requirements of any applicable State and/or Federal legislation, regulations or guidelines in effect related to the position in question.

**SECTION 5. TRAINING/CERTIFICATION FEES.** The Board shall assume all costs of training and certification fees for pre-school paraprofessionals to meet State requirements. Training shall be made available to all paraprofessionals who wish to voluntarily participate in the training and those participating in such training shall suffer no loss in pay if the training occurs during his/her regularly scheduled hours.

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Two or More Years of College

	Step 0	Step 1	Step 2	Step 3	Step 4
First Semester 2005-06	8.43	9.14	9.83	10.34	10.93
Second Semester 2005-06	8.51	9.23	9.93	10.44	11.04
First Semester 2006-07	8.60	9.32	10.03	10.54	11.15
Second Semester 2006-07	8.69	9.41	10.13	10.65	11.23

**Paraprofessionals**

**High School Graduate**

	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>First Semester 2005-06</b>	7.70	8.43	9.04	9.73	10.48
<b>Second Semester 2005-06</b>	7.78	8.51	9.13	9.83	10.59
<b>First Semester 2006-07</b>	7.86	8.60	9.22	9.93	10.70
<b>Second Semester 2006-07</b>	7.94	8.69	9.31	10.03	10.81

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**Two or More Years of College**

	<b>Step 0</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>
<b>First Semester 2005-06</b>	8.43	9.14	9.83	10.34	10.93
<b>Second Semester 2005-06</b>	8.51	9.23	9.93	10.44	11.04
<b>First Semester 2006-07</b>	8.60	9.32	10.03	10.54	11.15
<b>Second Semester 2006-07</b>	8.69	9.41	10.13	10.65	11.23

**APPENDIX B**  
**GRIEVANCE REPORT FORM**

Grievance # \_\_\_\_\_ Benton Harbor Schools Distribution

1. Superintendent or Designee
2. Supervisor
3. Association
4. Grievant

Submit to Supervisor \_\_\_\_\_

Building	Assignment	Name of Grievant	Date Filed
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**STEP 1**

A. Date of cause grievance occurred. \_\_\_\_\_

B. 1. Article & Section or Policy Violated: \_\_\_\_\_

2. Statement of Grievance: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Relief Sought. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

C. Date of Oral Discussion: \_\_\_\_\_

D. Disposition of Supervisor: \_\_\_\_\_

Signature of Supervisor \_\_\_\_\_

E. Disposition of Grievant &/or Assoc.: \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_

If additional space is needed in reporting Section B of step 1, attach additional sheets.

**STEP 2**

A. Date received by Assistant Superintendent for Human Resources/Labor Relations \_\_\_\_\_

B. Disposition of Assistant Superintendent for Human Resources/Labor Relations: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition of Grievant &/or Assoc.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_



## LETTER OF UNDERSTANDING

The Board and the Association share a common interest in seeing that all of the members of the paraprofessional staff who must obtain "highly qualified" status under the No Child Left Behind Act of 2001 ("the NCLBA") do so. In order to aid paraprofessionals in obtaining "highly qualified" status, the Board shall make available one-fourth (1/4) of five percent (5%) of the Title I funds that it is required to set aside to be used for reimbursement to paraprofessionals for expenditures in the following ways:

1. Reimbursement of up to a total of \$1,000 towards the tuition cost for up to twelve (12) hours of course work per school year (July 1 – June 30) per eligible paraprofessional which will lead to satisfying the requirements for becoming "highly qualified" under the NCLBA. In order to be eligible for reimbursement:
  - a. The paraprofessional must receive pre-approval for the course from the Superintendent or designee.
  - b. The paraprofessional must receive a grade of C or higher in the course.
  - c. The paraprofessional must apply for reimbursement in writing not more than 45 days after completion of the course. A copy of the receipt for tuition and the transcript showing successful completion or a letter from the instructor certifying successful completion must accompany the application.
2. Reimbursement for the cost of preparatory courses and materials for the Michigan state paraprofessional exam which are approved in advance by the Superintendent or designee.
3. Reimbursement for the application fee for taking the Michigan state paraprofessional exam. The Board's obligation to provide reimbursement is limited to the initial time the paraprofessional takes the exam and if necessary the time the paraprofessional actually obtains a passing score on the exam.

By \_\_\_\_\_  
Nora Jefferson, Assistant Superintendent  
Human Resources/Labor Relations

By \_\_\_\_\_  
Its President  
Benton Harbor Education Association/  
MEA/NEA

## INDEX

[To be generated when contract language is finalized]

**BENTON HARBOR AREA SCHOOLS  
BOARD OF EDUCATION**

[To be updated]

## **STATEMENT OF ASSURANCES**

It is the policy of the Benton Harbor Area Schools not to discriminate on the basis of race, religion, national origin, sex, age, marital status, height, weight, or disability in its employment practice as well as in its educational program, activities, and services. The Board reaffirms its policy to comply with Title VI, The Age Act of 1975, The Americans with Disabilities Act of 1990, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Elliott-Larsen Civil Rights Act, and all other applicable federal and state laws and regulations prohibiting discrimination.

## **NOTICE TO APPLICANTS WITH DISABILITIES**

The employer will make reasonable accommodations for employees with disabilities. However, any person seeking such accommodation must do so within 182 days of the time he/she becomes aware of that need.

## **BENTON HARBOR AREA SCHOOLS**

777 Riverview Dr. Suite B  
Benton Harbor, Michigan 49023-1107  
(616) 927-0600

# Your Rights

Under The

## Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for a covered

employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

### Reasons For Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

### Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

### Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Unlawful Acts By Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

### For Additional Information:

Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor.