



# **GROSSE ILE TOWNSHIP SCHOOLS**

**Agreement between  
the**

**Grosse Ile Board of Education**

**and**

**Grosse Ile Paraprofessional Association**

**July 1, 2006 – June 30, 2008**

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# GROSSE ILE TOWNSHIP SCHOOLS

Grosse Ile, Michigan

## INTRODUCTION

The Grosse Ile Board of Education and the Grosse Ile Paraprofessional Association agree that the primary responsibility of both groups is the welfare of students in the Grosse Ile School system. This agreement is made to ensure that policies governing the working conditions of the paraprofessional workers and their relations with administrators and teachers help to create the positive environment essential for a quality education.

### ARTICLE 1

#### Recognition

Section 1.1 The Board hereby recognizes the Grosse Ile Paraprofessional Association/MEA/NEA as the exclusive bargaining representative for all paraprofessional personnel, including but not limited to: Title I/Classroom, Computer, Playground and Lunchroom, Library, Enrichment, Special Education, Inclusionary and Sub Call-in.

Section 1.2 The term "Paraprofessional Personnel" when used hereinafter shall refer to all paraprofessional employees represented by the GIPA/MEA/NEA exclusive of supervisory personnel (reference to female employees shall include male employees). A "Full-Time Employee" is defined as an employee whose normal work week is 30 hours or more per week.

### ARTICLE 2

#### Management Rights

Section 2.1 -- The Board retains the right in accordance with applicable laws and regulations (a) to direct employees of the school; (b) to hire, promote, transfer, assign and retain employees in position, and to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duties because of lack of performance or for other legitimate reasons; (d) to maintain the efficiency of the school operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever action may be necessary to carry out the functions of the Board in maintaining a good education program for the community of Grosse Ile. No action by the Board, in the performance of the rights and responsibilities, shall be in conflict with any of the terms of the Agreement.

**ARTICLE 3**  
**Association Rights**

Section 3.1 -- Both parties agree to meet upon reasonable request to discuss matters of common concern and mutually pledge to cooperate in arranging meetings, furnishing information and constructively considering and attempting to resolve such matters as may be relevant to student welfare, working conditions, and operations of the school.

Section 3.2 -- The Board agrees to furnish to the Association in response to reasonable request by the Association's president, any available financial information which is normally considered public, Board minutes and agenda.

Section 3.3 -- The Board agrees to make available at the request by the Association president the Board's Policy Manual.

Section 3.4 -- Officials of the Association shall be granted up to three (3) days pay upon written notice to the Superintendent by the Association President. These days may be used to conduct Association business or access Association training. In the event additional days are needed, additional days may be purchased by the Association at the current total daily substitute cost. Approval for additional days will be subject to the availability of substitutes.

Section 3.5 -- The Association is granted the right to use school facilities for Association business provided it does not interrupt the normal business of the District, and shall have the use of a bulletin board in each building.

Section 3.6 -- An appropriate mailbox shall be provided for each bargaining unit member at his/her work place.

Section 3.7 -- Duly authorized representatives of the state and national levels of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with nor interrupt normal school operation.

Section 3.8 -- Employees may be represented by Association representatives. The Association shall furnish to the employer, in writing, the names of Association representatives upon their election or appointment.

**ARTICLE 4**  
**Employee Rights**

Section 4.1 -- Pursuant to Michigan Employment Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any employee by reason of his/her membership in the Association.

Section 4.2 -- Notwithstanding their employment, employees shall be entitled to full rights of citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing such activities do not interfere with the employee's responsibilities and the acceptable performance of his/her duties.

Section 4.3 -- The provisions of this Agreement and the wages, hours, terms, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status or membership in or association with activities of any employee organization.

Section 4.4 -- No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Should any employee feel that action taken against him/her by the Board or by any agent representative thereof was not for just cause, he/she may resort to the procedure provided in the Agreement for the resolving of differences.

Section 4.5 -- Any case of assault upon an employee during a working situation shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such assault and shall render necessary assistance to the employee in connection with handling of the incident by law enforcement and judicial authorities.

## ARTICLE 5 Physical Evaluation

Section 5.1 -- A physical examination, when required, shall be given by the school designated physician at no cost to the bargaining unit member. The bargaining unit member may choose to receive his/her physical examination from a physician of his or her choice, in which case, the member shall pay the examination fee.

## ARTICLE 6 Employee Evaluation

Section 6.1 -- New employees will be placed on a 45 working day probationary period. During this 45-day period, the new employee will be trained for the job requirements and evaluated as to his/her progress on the job. If the employee proves to be successful after 45 working days, he/she will be added to the seniority list. His/her seniority date shall be the first day worked as a probationary employee in the bargaining unit.

Section 6.2 -- An annual written evaluation of the employee's work performance will be provided by his/her immediate supervisor prior to May 15. The objective of the evaluation is to promote individual growth and development. The evaluation process shall provide an opportunity for the supervisor and the employee to exchange views and offer constructive suggestions for improving procedures in delivering quality educational services.

Section 6.3 -- All observations of the work performance of an employee shall be conducted openly and in a professional manner. It is agreed that any written evaluation of an employee's performance shall be discussed with the employee and signed by the employee. Should the employee disagree with the conclusion drawn by the observer, the disagreement should be noted in writing and signed by the employee. The employee shall have the right to an Association representative present during any evaluation or complaint conference.

Section 6.4 -- Each employee upon request to the Superintendent or his/her designee shall have access to review his/her personnel file. Those records marked for confidential examination originating in agencies outside the school system shall be considered outside the scope of this article unless released by the outside agency.

**ARTICLE 7**  
**Working Hours and Conditions**

Section 7.1 – The building administrator will seek input from the paraprofessional in establishing the work hours and schedule including breaks and lunch periods.

Section 7.2 – Paraprofessionals working at least four (4) hours a day shall be provided one (1) paid break period per day lasting 15 minutes. Those professionals working seven (7) or more hours per day shall be provided two (2) paid breaks per day of fifteen (15) minutes each, in addition to an unpaid lunch period. All hours shall be continuous, excluding scheduled breaks and lunch periods. Employees shall be paid for all hours worked, including field trips, training sessions, meetings, if requested to attend, and any other duty time.

Section 7.3 (A) - Field trips – when principals request assistance on field trips, all time worked over the normal work day shall be paid to the bargaining unit member.

Section 7.3 (B) – If an employee requests to assist on a field trip, pay for such day shall be at their normal length of day.

Section 7.3 (C) - All paraprofessionals shall have an opportunity for a break when on extended day field trips with students.

Section 7.4 – Bargaining unit members shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety or well-being. When an unsafe or hazardous condition arises, the bargaining unit member shall immediately report it in writing to his/her immediate supervisor.

Section 7.5 – Special ed paraprofessionals – Special ed paraprofessionals shall be trained and given appropriate support to meet the needs of their specific assignments (students).

Section 7.6 – With prior administrative approval, tuition or other fees paid for classes, workshops, etc., relating to job performance and/or responsibilities shall be reimbursed.

Section 7.7 – The district agrees to provide fifteen (15) hours for specific professional development opportunities for all paraprofessionals within the bargaining unit. This training opportunity shall directly relate to appropriate support to meet the needs of specific paraprofessional job assignments. Additional professional development time must be approved by the principal. Compensation for these professional development hours will be dependant upon attendance.

For each school year, the Association and the administration shall jointly plan professional development opportunities and emergency policies for the bargaining unit. Paraprofessionals will be allowed to attend professional development training with the teachers they are assigned to where it is relevant to student and/or building safety.

Section 7.8 – All Title I/Federally funded paraprofessionals must meet the requirements of the Federal No Child Left Behind Act of 2001 no later than January 8, 2006. Failure to do so will result in the transfer of the paraprofessional to another job assignment according to seniority and qualifications. The affected paraprofessional will retain all rights provided in the contract regarding bumping, vacancies, transfer, and layoff or recall provided in the agreement. The position will be posted and filled by a person who meets the Federal requirements.

Section 7.9 – The District will pay the cost of initial Work Keys testing and the Work Keys preparatory class for any paraprofessional who chooses to take the test.

**ARTICLE 8**  
**Overtime Pay**

Section 8.1 -- All hours of overtime work an employee receives in one seven day period, beginning with Monday as the first day, shall be paid as follows: under 40 hours at regular rate, and over 40 hours at time and one-half the employee's regular hourly rate.

Section 8.2 -- Employees working more than one job at different rates will be paid at time and one-half for hours over a combined 40 hours work. The rate of the overtime will be determined by what job the overtime was charged.

Section 8.3 -- All overtime must be authorized by the immediate supervisor who shall maintain an overtime board and make every effort to use the overtime board providing all paraprofessionals an opportunity to work. The person with the highest seniority will be called, if qualified.

**ARTICLE 9**  
**Absenteeism**

Section 9.1 -- All employees shall notify their immediate supervisor in sufficient time to have their place filled so that the regular operations of schools will not be disrupted. It is the employee's responsibility to see that such notification is made, such notification to be at least one (1) hour before his/her shift begins. Following such notification, it shall be the supervisor's responsibility to provide for the substitute.

**ARTICLE 10**  
**Substitutes**

Section 10.1 -- When an employee is off work for any reason, it shall be the responsibility of the principal or administrator to determine if a substitute is needed.

Section 10.2 -- When a regular employee substitutes on a job outside the bargaining unit with a higher hourly rate, the employee will be paid at their current hourly rate.

**ARTICLE 11**  
**Holidays**

Section 11.1 -- All paraprofessionals will be paid for days worked according to the approved school calendar. If school is called off for any reason on a date school is scheduled, according to the approved calendar, the paraprofessional will be paid. In addition, the paraprofessional will be paid ten holidays as follows:

Labor Day	Good Friday
Thanksgiving Day	Easter Monday
Day after Thanksgiving	Day before New Year's
Day before Christmas	Memorial Day
Christmas Day	New Year's Day

Section 11.2 -- All regular employees scheduled to work during the pay period in which a holiday falls, will be paid for the above holidays when they occur during the normal work week, provided they work on the day previous to and the day following the holiday, unless they are on sick leave. When one of the holidays falls during an employee's paid vacation period, or on a weekend, the employee shall be granted an extra day off with pay in lieu of pay for the holiday.

ARTICLE 12  
**Sick Leave**

Section 12.1 -- All employees hired on a part-time/full-time basis shall be granted an annual sick leave allowance of one (1) sick leave day per month. Employees hired on a part-time basis shall be granted proportional sick leave allowance. Unused sick leave shall be allowed to accumulate to a maximum of 187 days. Sick leave is to be used for illness or disability injuries resulting from accidents. A doctor's statement in writing providing specific disability must be provided by the employee.

Section 12.2 -- After five or more consecutive days of illness or a pattern of continuous absence because illness occurs, a medical certificate will be required before the employee may return to work and before the employee can qualify for the income protection provisions of this section.

Section 12.3 -- An annual audit will be made of employee absence and administrative review will occur with those employees who have established a pattern of continuous absence. If deemed necessary, the Board may require a complete physical examination. Should it be determined that sick leave privileges have been abused, the Board shall notify the employee in writing indicating the expected correction. Should correction not be made, disciplinary action will be taken.

Section 12.4 -- An employee absent from work because of mumps, scarlet fever, measles, chicken pox or lice, shall suffer no loss of salary and shall not be charged with loss of accumulated sick leave days if incidences of these diseases have occurred in the school environment.

ARTICLE 13  
**Personal Business**

Section 13.1 -- Two days of the annual sick leave allowance may be used for personal business upon approval of the supervisor. Such leave must be arranged with the supervisor at least two days prior to its use, except in an emergency situation. During the course of a year, extenuating circumstances may require additional personal business days. Additional days may be granted by the Board and deducted from the employee's sick leave. Personal business is defined as that which is legally obligatory and cannot be accomplished at any other time, or that which requires the employee's presence as a serious personal obligation.

ARTICLE 14  
**Sickness and Death in Immediate Family**

Section 14.1 -- In addition to personal illness and personal business, sick leave allowances may properly be used for absences caused by the following:

- a. Death or serious illness in the immediate family;
- b. Death or serious illness of any person living in the household.

Section 14.2 -- Extent of leave for this purpose shall not exceed time necessary to arrange proper care for those affected.

ARTICLE 15  
**Other Leaves**

Section 15.1 -- Any employee whose personal illness or disability extends beyond the period compensated under sick leave shall be granted a medical leave of absence without salary for



such time as is necessary for complete recovery. The Board reserves the right to require satisfactory medical evidence of recovery. Upon return from leave, the employee shall be assigned to the same position, if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials and past experience.

Section 15.2 -- Leave of absence without pay for reasons other than sickness, accident, or military may, upon proper application, be granted up to a period of one (1) year to employees who have two (2) or more years of service. It shall be the responsibility of the Association to advise members as to the provisions of this article. The Board shall notify the Association when an employee applies for such leave. Employees returning from unpaid leave shall be assigned to the same position, or a substantially equivalent position, providing the employee is qualified as determined by his/her credentials. Employees on leave must submit by March 15<sup>th</sup> a written request to return from a leave in the following August. Any employee who does not submit a written request shall be considered terminated, and the Board shall have no obligation to said employee.

Section 15.3.1 -- Pregnancy Disability Leave shall be granted by the Board to any employed staff member upon written request after pregnancy has been determined.

Section 15.3.2 -- Employees on Pregnancy Disability Leave would be covered under and qualify for sick leave pay like any other disability or illness. The use of sick leave for reasons of pregnancy shall be governed by the attending physicians who shall indicate when the employee is unable to perform assigned duties for personal medical reasons.

Section 15.3.3 -- Upon termination of pregnancy disability, employees may request Maternity Leave without pay. Maternity Leave shall be granted for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective. The Board may grant a year's extension upon written request by the employee. Should the leave exceed three (3) months, the employee shall be assigned to the same position if available, or a substantially equivalent position, when available, providing the employee is qualified as determined by the employee's credentials. Employees taking Maternity Leave of less than three (3) months shall be granted their same position.

Section 15.4.1 -- The Board of Education may grant a leave of absence for adoption, without pay, to any regular employed staff member upon written request for such leave. Request for Adoption Leave must be submitted in writing immediately after formal adoption request has been made to an agency.

Section 15.4.2 -- Such leave of absence shall be for a period not to exceed one (1) full calendar year beyond the date of which such leave becomes effective provided, however, that the Board may grant a year's extension upon written request by the employee.

Section 15.4.3 -- Leave, if approved, may commence on the awarding of the custody of the child by order of the Probate Court.

Section 15.4.4 -- Employees on Adoption Leave may request reinstatement any time within one (1) year following the adoption of a child. Should the leave exceed three (3) months, the employee shall be assigned to the same position if available, or a substantially equivalent position when available, providing the employee is qualified as determined by his/her credentials. Employees taking Adoption Leave of less than three (3) months shall be granted their same position.

Section 15.5 -- Military Leave of Absence shall be granted without pay to any employee who shall be inducted or shall enlist for military duty to any branch of the armed forces of the United States. Employees given such leave shall be entitled to reinstatement upon the completion of such service to the extent and under the circumstances that reinstatement may be required by the applicable laws of the United States, and be granted step adjustments on the salary schedule.

Section 15.6 -- Upon request, the Administration shall furnish to the Association president a list of all employees on leave and the effective date the leave was granted.

Section 15.7 -- Employees who are granted leaves of absence without pay may elect to continue insurance coverage at the group rate, providing arrangements are made with the Business Office and payment of premium is made to the Board.

Section 15.8 -- Management recognizes its obligation to comply with the Family Medical Leave Act (FMLA) of 1993 and to the extent the provisions of this article are inconsistent therewith, the FMLA shall prevail.

## ARTICLE 16 Jury Duty

Section 16.1 -- Any employee called upon to serve on jury duty will be paid his/her regular pay. Additional remuneration from other sources for jury duty is construed as covering expenses incurred and shall be retained by the employee. Jury duty shall not be deductible from the employee's sick leave.

Section 16.2 -- Any employee who is called or subpoenaed to testify during work hours in any Grosse Ile school-related judicial or administrative matter shall be paid his/her full compensation for such time.

## ARTICLE 17 New Positions/Vacancies/Transfers

Section 17.1 -- A vacancy shall be defined, for purposes of this Agreement, as a position previously held by an employee, or a newly created position within the bargaining unit.

Section 17.2 -- Whenever the initial vacancy occurs, the Business Office shall notify the GIPA and post the position in all work areas within three (3) days. No vacancy shall be filled permanently until it has been posted for ten (10) workdays. Notice of the vacancy shall be sent to employees on layoff or vacation. The vacancy shall be filled within twenty (20) workdays unless there are extenuating circumstances, in which case the president of the GIPA shall be notified.

Section 17.3 -- The Board declares its support of a policy to fill vacancies from within the bargaining unit. Therefore, applicants from the bargaining unit will receive first consideration over applicants qualified from outside the bargaining unit. Vacancies filled from within the bargaining unit shall be based on seniority and qualifications (as per job description mutually agreed upon by the Grosse Ile Paraprofessional Association and the Board).

Employees filling a vacancy, may, within 30 working days, ask to return to their position. Employees filling a vacancy will have a 30 working day trial period. Upon successful completion of the 30 working day period, the employee will obtain regular status.

## ARTICLE 18 Severance Pay/Retirement Pay

Section 18.1 -- After completing five (5) years of service and failing to qualify for retirement, part-time regular employees when leaving the employment of Grosse Ile Schools will receive full pay for 50 percent of their accumulated sick leave.

Section 18.2 -- Those employees vested under the provisions of the Michigan Public School Employees Retirement Act and leaving Grosse Ile Township Schools shall receive \$100 per year for each year of service for the Grosse Ile Township Schools.

Section 18.3 -- In the event a full-time employee with ten (10) years or more service to the Grosse Ile Township Schools fails to qualify for vesting under the Michigan School Employees Retirement Act, he/she shall qualify for the benefits under Section 18.1 not to exceed the benefit he/she would have received under 18.2 if he/she has been vested.

## ARTICLE 19 **Insurance Benefits**

Section 19.1 -- The Board shall provide without cost to full-time employees, Comprehensive Sick and Accident Insurance on a Long-Term Disability policy assuring payment to the employee in the event of illness at the following rate:

- (a) Weekly benefits will commence with the 31<sup>st</sup> day of disability and benefits will be payable to age 65 at 65 percent of employee's salary according to the insurance policy in effect. If the employee has days of accumulated sick leave beyond the 31<sup>st</sup> day of disability, he/she shall be guaranteed full take-home pay for the number of days. He/she shall receive from the Board the difference between the allowance under the insurance and his/her regular salary (after taxes) to the extent and until such time as such employee shall have used up any sick leave time.
- (b) Accidents and sickness are covered during the employee's contract or salary period.

Section 19.2 -- The Board will provide to employees who are under contract and working a minimum of six (6) hours per day, hospitalization coverage equivalent to Blue Cross/Blue Shield Community Blue, Drug rider (\$7.00 generic, \$10.00 brand name for 2006-07 and \$10.00 generic, \$20.00 brand name for 2007-08), and Semi-Private Service at no cost for the employee and his/her family. Special riders are to be paid by the employee. Should the Board choose to change carriers, the Association membership shall be notified at least two weeks prior to effective date of changeover. \*If the teacher's association agrees to change in health insurance coverage, the teacher's coverage will be made available to the paraprofessionals meeting the six-hour requirement.

Section 19.3 -- The Board agrees to provide for each employee who is under contract and working a minimum of six (6) hours per day, life insurance in the amount of \$26,000 and Accidental Death and Dismemberment protection in the amount of \$26,000 without cost to the employee. The Board also agrees to payroll deduction for employees wishing to purchase additional life insurance from the same carrier.

Section 19.4 -- Any employee who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law, shall receive from the Board the difference between the allowance under the Worker's Compensation Law and his/her regular salary to the extent and until such time as such employee has used up his/her accumulated sick leave. For each day off under Worker's Compensation, one-half day will be deducted from the employee's sick leave. If the employee so chooses, he/she may elect not to use accumulated sick leave and receive Worker's Compensation benefits only.

Section 19.5 -- The Board agrees to pay for Group Dental Insurance implementing a self-funded insurance plan for all employees under contract and working a minimum of six (6) hours per day. The insurance will provide the following benefits:

Co-insurance percentage (based on reasonable and customary fee) for:

Routine Treatment.....	100%
Major Treatment.....	60%
Orthodontic Treatment.....	50%
Routine and Major Annual Maximum.....	\$1,000

Selection of the company shall be the decision of the Board.

Section 19.6 -- The Board agrees to pay for Group Vision Care Insurance implementing a self-funded insurance plan for employees who are under contract and working a minimum of six (6) hours per day. This insurance will provide the following benefits:

Eye Examination (once a year).....	\$30
Lenses (per pair) (once a year)	
Single Vision.....	\$35
Bifocal.....	\$45
Trifocal.....	\$55
Lenticular.....	\$65
Frames (once every 24 months)...	\$30

Contact Lenses:

Special Conditions.....	\$65
Selected in place of Spectacle	
Lenses and Frames.....	\$35

Selection of the company shall be the decision of the Board.

Section 19.7 -- The Board will provide life insurance in the amount of \$7,000 and accidental death and dismemberment protection in the amount of \$7,000 to less than six (6) hour employees after they have completed their third year of service.

Section 19.8 -- All employees working a minimum of four hours per day on a regular basis during the school year and are not qualified under Section 18.2, may choose to participate in the group plan through payroll deduction. The sign-up periods will be dictated by the group plan in effect. Once an employee qualifies by working four hours plus, and participates in this option, the employee will continue to qualify through the current fiscal year should he/she be reduced in hours, unless on layoff.

## ARTICLE 20 Procedure for Resolving Differences

### Section 20.1

STEP 1. An employee believing that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board, or any other provision of law (except a statute specifically establishing a procedure for redress) relating to wages, hours, terms or conditions of employment, will first discuss the complaint with her supervisor within ten (10) work days, either directly, or accompanied by her association representative if the employee desires, with the objective of resolving it informally.

STEP 2. In the event the complaint is not resolved informally, it may be reduced to writing, signed by the employee and the association representative, and presented to the immediate supervisor within two (2) weeks following the discussion referenced in Step One.

The supervisor shall respond in writing within ten (10) work days following receipt of the written grievance.

STEP 3. If the supervisor's written answer does not resolve the complaint, it may be referred, within ten (10) work days following receipt, to the Superintendent or designee, by the Association.

STEP 4. The Superintendent or designee shall meet with the grievant and association representative with two weeks following the written response in Step 3. If the Superintendent fails to resolve the complaint within two (2) weeks following that meeting, the Association may transmit the question to arbitration.

The parties shall attempt to agree upon an arbitrator within two (2) weeks after the request for arbitration is made to the Superintendent. If parties fail to select an arbitrator, a demand for arbitration shall be made to the American Arbitration Association (AAA) and an arbitrator shall be selected in accordance with its rules.

Section 20.2 -- The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement. The arbitrator shall have no power to establish wage scales or change wages.

There shall be no appeal from the arbitrator's decision. Each such decision shall be final and binding on the Association and its members, and the employee involved, and the employer.

The arbitrator shall render his or her decision on the matters before him or her not later than thirty (30) calendar days following the final date of the hearing or, in the event that post hearing briefs are submitted, not later than thirty (30) calendar days following the date of the arbitrator's receipt of the post hearing briefs.

Section 20.3 -- The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be born by the party incurring them, and neither party shall be responsible for the expense of the witnesses called by the other.

Section 20.4 -- Failure on the part of an employee or the Association to appeal a decision within the specified time limits at any of the steps of the procedure shall be considered acceptance of the decision and the matter shall be considered resolved.

Section 20.5 -- Failure on the part of the Administration to answer within specific time limits at any step of the procedure shall permit the employee(s) or the Association to proceed to the next step within the time limits allowed, unless extended by mutual agreement in writing.

## ARTICLE 21 Miscellaneous Provisions

Section 21.1 -- This Agreement shall supersede any established rule, regulation or practice of the Board that is contrary to or inconsistent with this Agreement. It shall likewise supersede any contrary or inconsistent terms agreed to with any individual employee heretofore in effect. All future new hires shall be subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the board.

Section 21.2 -- If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 21.3 – The district shall print copies of this agreement and distribute one to each bargaining unit member, and five to the G.I.P.A. All new employees in this bargaining unit shall receive a copy of this agreement upon their employment with the district.

## ARTICLE 22

### **Reduction of Hours/Personnel and Recall**

Section 22.1 -- In the event it is necessary to reduce personnel, the Association shall be notified, in writing, at least fifteen (15) calendar days in advance of the scheduled notification regarding reduction. The purpose of the notification is to provide the opportunity, at the request of the Association, to meet on the scheduled reduction.

Section 22.2 -- Where there is a reduction of one (1) hour or more in the hours worked in the bargaining unit, an employee may claim seniority over any other employee, provided he/she is qualified and has more department seniority than the employee he/she seeks to replace. No reduction in hours of one (1) hour or more shall take effect until the department supervisor gives fifteen (15) days written notice to the employee involved.

Section 22.3 -- In the event it is necessary to lay off personnel, the administration will notify the Association and the individuals involved, in writing, at least thirty (30) calendar days in advance of the scheduled layoff. Reduction of personnel shall be conducted on a seniority basis, providing qualified employees are available for the operation of the department.

Section 22.4 -- If a reduction is made, an equal number of positions shall be made vacant by displacing an equal number of the least senior employees. The higher seniority employees who are displaced shall select from the vacated positions in seniority order providing they are qualified until all such personnel are assigned. The higher seniority employee will maintain his/her current rate of pay when displacing a person working for a lesser rate, until June 30. The higher seniority employee will receive a pay increase if he/she displaces an employee with a higher rate of pay.

Section 22.5 -- Employees laid off through the procedures above shall be maintained on a seniority recall list and shall be recalled in the order of their seniority to openings as they occur and for which they are qualified. An employee having two (2) years seniority or more, who waives his/her right to other departments in the system, shall maintain his/her right of recall within the department from which he/she was laid off or bumped.

Section 22.6 -- Should an employee be offered a position in accordance with the above for which he/she is qualified, and refuses such appointment, he/she will lose his/her rights to recall.

Section 22.7 -- No new employee will be hired by the Board until all laid off employees eligible and qualified have been recalled or declined the opening.

## ARTICLE 23

### **Negotiation Procedures**

Section 23.1 -- At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours and conditions of employment of those regular employees employed by the Board.

Section 23.2 -- In any negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party, and each party may select its representatives from within or outside the school district. It is recognized that no final Agreement between the parties may be executed without ratification by a majority of the Board of Education and by a majority of the membership of the Association, but the parties mutually

pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations or bargaining, subject only to such ultimate ratification.

Section 23.3 -- If the parties fail to reach an Agreement in any such negotiations, either party may invoke the mediation machinery of the State Labor Mediation Board.

## ARTICLE 24 Professional Compensation

Section 24.1 -- The wages of employees shall be determined by the wage schedule below. There are two levels of Paraprofessionals—General Paraprofessionals and Special Ed/Title I Paraprofessionals. The Special Ed/Title I Paraprofessionals shall receive an additional stipend of .30 per hour over the regular hourly rate for job difficulty and/or requirement. The person must work more than half time in that assignment.

### PARAPROFESSIONAL SALARY SCHEDULE

#### JULY 1, 2006 – DECEMBER 31, 2006 (+1%)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
General Paraprofessionals	\$12.09	\$12.85	\$13.06	\$13.24	\$13.47
Spec.Ed/Title I Paraprofessionals	\$12.39	\$13.17	\$13.36	\$13.54	\$13.78

#### JANUARY 1, 2007 – JUNE 30, 2007 (+1%)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
General Paraprofessionals	\$12.21	\$12.98	\$13.19	\$13.37	\$13.60
Spec.Ed/Title I Paraprofessionals	\$12.51	\$13.30	\$13.49	\$13.68	\$13.92

#### JULY 1, 2007 – DECEMBER 31, 2007 (+1%)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
General Paraprofessionals	\$12.33	\$13.11	\$13.32	\$13.50	\$13.74
Spec.Ed/Title I Paraprofessionals	\$12.64	\$13.43	\$13.62	\$13.82	\$14.06

#### JANUARY 1, 2008 – JUNE 30, 2008 (+1%)

<u>JOB TITLE</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
General Paraprofessionals	\$12.45	\$13.24	\$13.45	\$13.64	\$13.88
Spec.Ed/Title I Paraprofessionals	\$12.77	\$13.56	\$13.76	\$13.96	\$14.20

ARTICLE 25  
Strikes

Section 25.1 -- The GIPA shall not cause, engage in or sanction any strike or refusal to perform the duties of employment by any employee covered under this Agreement and no employee covered under this Agreement shall cause, or participate in any strike or refusal to perform the duties of his/her employment.

Section 25.2 -- Any employee who caused or participates in any strike or refusal to perform the duties of his/her employment shall be subject to disciplinary action including discharge.

ARTICLE 26  
Duration of Agreement

Section 26.1 -- This Agreement shall be effective July 1, 2006 and shall continue in effect until June 30, 2008, when it shall terminate. If either party desires to modify or amend this Agreement, that party shall give the other party written notice to that effect not less than sixty (60) nor more than ninety (90) days prior to May 1, 2008.

GROSSE ILE  
BOARD OF EDUCATION

Maurice Malone secretary  
Suzanne Lassack trustee  
William Timin  
Theresa A. Hunter  
by J. H. A.  
D. Kelly  
Collie H. Span  
Diane A. DeGuzio

GROSSE ILE  
PARAPROFESSIONAL  
ASSOCIATION

Sheryl Pignatelli  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Grayman, MEA  
\_\_\_\_\_  
\_\_\_\_\_



## ARTICLE 27

### Agency Shop: Dues and Deductions

Section 1. Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, join the Association/Union, or (2) pay a Service Fee to the Association, pursuant to the Association's "Policy Regarding Objections to Political - Ideological Expenditures" and the Administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such Service Fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the Service Fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in ten (10) equal installments, from September to June, on the second pay of each month from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association, or its designee, no later than twenty (20) days following deduction.

Section 2. Pursuant to *Chicago Teachers Union v Hudson*, 106 S Ct 1066 (1986), the Union has established a "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that Policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or any other administrative or judicial procedure.

Section 3. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
- (c) The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article III, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

Section 4. Any bargaining unit member who is a member of the Association, or who has applied for membership, may sign and deliver to the Employer an assignment authorizing deduction of dues, assessments and contributions in the Association as established by the Association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA Constitution, Bylaws and Administrative Procedures, or other lawful procedures for revocation. Pursuant to such authorization, the Employer shall deduct one-tenth of such dues, assessments and contributions from the regular

salary check of the bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.

Section 5. Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-deferred annuities, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the Association and Employer.

Section 6. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given school year.