

LABOR AGREEMENT

July 1, 2021 - June 30, 2024

Between

BENTON HARBOR AREA SCHOOLS

and

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

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AGREEMENT

THIS AGREEMENT made and entered into this 14th day of September, 2021 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. Such recognition shall exclude administrative employees, supervisor employees, maintenance employees, teachers, secretaries, summer attendance monitors, 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, disability, familial status, sex, age, height, weight, nationality, marital status, genetic information, or other status protected by state or federal law, nor shall either party to this agreement discriminate against any employee because of his/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 COMMITTEE 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 official 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. 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 may use internal mailboxes for communication to its members 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. However, this shall not be interpreted to require the District to process any such mail through the District's internal mail system. The Association shall have the right to use e-mail and fax capabilities through the school's on-line connections. Such use shall not violate the Campaign Finance Act. The use of email and internet resources is subject to the District's Acceptable Use Policy and there shall not be an expectation of privacy.

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) Equipment may be used at actual cost.
- (c) Meetings do not interfere with or interrupt normal school operations.

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 relevant to the collective bargaining process or the enforcement of the terms of the Agreement. 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 DAYS. The Association shall be allowed four (4) days per fiscal year of leaves of absence without pay, excluding negotiations, 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, Joint Advisory Team meetings 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 Superintendent or his/her designee by the Association, excluding negotiations, 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 9: PAYROLL DEDUCTIONS. Upon appropriate written authorization from the employee, the Board shall, upon joint approval of the Association and Board, make payroll deductions from the salary of any employee and make appropriate remittance for annuities, annual insurance costs, or any other plans or programs jointly approved by the Association and the Board, to the extent authorized by law. The companies from which annuities may be obtained shall be from the Board approved published list. The parties agree that the Employer has the right to amend the payroll procedure for bargaining unit members. If the Employer exercises this option, then the Employer must provide the Association and employees with thirty (30) days' notice.

SECTION 10: 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.

- (a) Purpose. The purpose of the procedure set forth in this Article is to allow for examination and discussion of any grievance.
- (b) The grievance procedure is the only procedure that will be used to address claims by bargaining unit members, that this contract has been violated. A bargaining unit member is precluded from using the grievance procedure (at least at the arbitration level) if the member has recourse under state or federal law.

SECTION 2: FIRST STEP. Within ten (10) business 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, 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) business 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) business 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 Superintendent, or his/her designee, within ten (10) business days after receipt of the First Step answer. The Superintendent (or designee) may either conduct a hearing or render a decision without a hearing. The Superintendent or his/her designee shall give the Association representative a written Second Step answer to the grievance within ten (10) business days after the grievance has been presented to him, or in the event a hearing is conducted, within ten (10) business 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) business 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, as well as the Michigan Uniform Arbitration Act, then obtaining, provided such submission is made within ten (10) business days after giving the Board the ten (10) business days' notice above referred to. If the grievance has not been submitted to arbitration within said ten (10) business day's 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. The time limits provided in this Article are mandatory and are to be strictly observed unless mutually agreed upon by the parties. 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.

All other expenses will be borne by parties incurring them and neither party shall not be responsible for the expenses of the other party's witnesses. All arbitration hearings shall be held in the District.

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) business 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. Failure to pursue this procedure will result in the grievance being withdrawn by the Association.

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 Superintendent or his/her designee shall be promptly informed in writing as to the membership of the Association's grievance committee and any changes therein.

SECTION 9: 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 10: 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;
- (c) An involuntary, non-disciplinary transfer; and
- (d) Any other matters prohibited by Michigan or federal law.

SECTION 11: 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 Superintendent or his or her designee and Evaluation's level of the grievance procedure.

ARTICLE IV - STRIKES AND LOCKOUTS

SECTION 1: ASSOCIATION SUPPORTED STRIKES. The Association agrees that strikes by public employees as defined in the Public Employment Relations Act of Michigan, as amended, are contrary to law and public policy. 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 the length of continuous service with the District, excluding any unpaid leaves, and shall be computed from the latest date of employment in the bargaining unit. No time shall be deducted from an Employee's seniority due to the absences occasioned by authorized leaves of absence, holidays, sick or accident leaves, transfers or for layoffs not exceeding one (1) school year.

SECTION 2: PROBATIONARY PERIOD. All employees shall be probationary employees until they have actually worked sixty (60) calendar 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 and a copy will be sent to every bargaining unit member by November 15. 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 have the same hire date, their names will appear on the seniority list in alphabetical order.

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

- (a) If he resigns, retires, 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 one full (1) calendar year;
- (d) If he is absent for three (3) consecutive work days without notifying the Employer unless such absence is caused by circumstances beyond his/her control;
- (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,

resignation or abandonment of employment and shall automatically terminate the employment relationship, unless such circumstances are beyond his/her control.

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. No position assignments/transfers will be made without prior training.

SECTION 6: DUTY ASSIGNMENTS. The assignment of various duties 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. All vacant paraprofessional positions will be posted for at least five (5) days. Employees who desire to be considered for the vacancy shall submit their bids in writing to the Superintendent or his or her designee. Permanent vacancies shall be filled by the applicant who in the judgment of the Superintendent or designee possesses the most experience, competency, qualifications and other relevant attributes to satisfactorily perform the job.

SECTION 8: REDUCTION OF WORK FORCE. Whenever necessary, as defined by the Board, the District may reduce the number of positions in the bargaining unit. 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 Superintendent or designee shall notify each paraprofessional at least ten (10) working days prior to layoff, except in emergency situations.

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. Notice of recall shall be sent to the bargaining unit member's last known mailing address or email as shown on the District's records.

SECTION 10: 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.

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 Superintendent or designee, such employee can be spared from his work. Application for this leave must be filed with the Superintendent or designee at least thirty (30) days prior to the anticipated beginning of such leave, except in cases of emergency. 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 District, with one (1) copy hereof given to the employee's building principal and another copy sent to the Superintendent or designee. 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. 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 Superintendent 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:

- (a) Submit in writing notice of intent to return to work to the Superintendent or his or her designee four (4) weeks prior to the expected date of return, or a shorter period if approved by the Superintendent or his or her designee; and
- (b) 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 apply for a 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 Uniformed Services Employment and Re-Employment Rights Act.

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;
- (d) To care for a covered service member with a serious injury or illness if the Employee is the spouse, son, daughter, parent or next of kin of the service worker.

The District shall provide the same group health care coverage during the employee's leave, up to twelve (12) weeks pursuant to the rolling method. The employee returning from a leave under this

act shall be returned to his 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 full 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.

Eligible paid leave time shall count toward FMLA.

SECTION 5: RETURN FROM LEAVE OF ABSENCE.

- (a) An Employee returning from or requesting an extension of a leave of absence must notify the Superintendent or his or her designee not later than thirty (30) days prior to the expiration date of the leave. Failure to act in accordance with the above shall be considered as a resignation.
- (b) A paraprofessional returning from personal health/disability leave or family health/disability leave of less than ninety (90) days shall be returned to his/her former or equivalent position. If his/her former position no longer exists, then the paraprofessional may be considered for a vacant position if one exists.

ARTICLE VII - EMPLOYEE EVALUATIONS

SECTION 1: EVALUATION OF PERFORMANCE. It is the responsibility of the Superintendent or designee to evaluate the performance of paraprofessionals. Evaluations will be conducted by the paraprofessional's Administrator in collaboration with the supervising teacher.

- (a) Paraprofessionals with less than one year of experience may be formally evaluated and/or provided with informal feedback by a supervisor and/or administrator at least once during their probationary period. All other paraprofessionals will be evaluated annually.
- (b) If a paraprofessional is placed on an improvement plan, the paraprofessional must show progress toward meeting the established goals, timelines and District support. If the goals are not met, the paraprofessional may be subject to discharge.

- (c) The evaluation of paraprofessionals and the criteria used are not subject to the grievance and arbitration procedures.

SECTION 2: PERFORMANCE EVALUATION REPORT. Copies of the written evaluation shall be submitted to the employee at the time of the evaluation meeting or within ten (10) days thereafter. One is to be signed indicating full knowledge of its content and returned to the Superintendent or his or her designee, the other to be retained by the employee. In the event the employee objects to the evaluation, he may put his objections in writing and have them attached to the evaluation report to be placed in the employee's 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 rebuttal.

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) It is the expressed right of any employee who is being disciplined 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 is 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 WORKING DAYS DEFINED. All paraprofessionals shall have a 7-hour work day and a 30 minute duty-free unpaid lunch period. (7.5 hour day including unpaid lunch). Building principals will provide a calendar with work days and hours prior to the start of the school year. 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. The District reserves the right to schedule and modify all days and hours of work, not less than 30 hours per week.

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 immediate supervisor.

SECTION 4: OVERTIME. If approved by the immediate supervisor, Employees shall receive one and one-half times their regular hourly rate for any hours worked beyond forty (40) in a particular work week.

SECTION 5: SUBSTITUTING AS A TEACHER. The Board will not use uncertified paraprofessional personnel as substitutes for teachers who are absent from work for any reason. For purposes of this section, uncertified paraprofessional personnel will include those bargaining

unit members who have neither a valid Michigan Teacher's Certificate nor a valid Substitute Teaching Permit. Paraprofessionals who hold valid Michigan Teaching Certificates or valid Substitute Teaching Permits shall have the opportunity to be a substitute teacher in the building. The District will determine the use of the certified paraprofessional subs. The District will reimburse the substitute teacher fee payment when a receipt is submitted to the Human Resources Office. The District will also pay an additional \$25 per day stipend for the days the paraprofessional serves as the substitute teacher in the classroom. Within the first week of school, the Association will submit the names of the paraprofessionals who have substitute teacher permits to the HR office. These individuals will be considered for substitute teaching opportunities. Should any names need to be added to the list during the year, the Association must notify the Human Resources Office.

ARTICLE X - PAID LEAVE

SECTION 1: SICK LEAVE NOTIFICATION. If an employee is ill or injured and will be unable to work, they are to notify the building principal or designee, by telephone (the number to call will be made available to all employees) at least one hour before he is expected to be at work. Such prior notification shall be excused where the facts demonstrate that such notice was not reasonably possible. The employee will also call in to the Board's sub reporting system to record their absence so that a substitute can be obtained for the room. 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 so 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. Unused sick leave credits shall be accumulated from year to year up to a maximum of ninety (90) days. Unused sick days will not be paid out upon resignation or retirement.

SECTION 3: WORKERS' COMPENSATION. Any employee who is absent because of an injury or disease compensable under the Michigan Workers' Compensation Act, shall be entitled to use accumulated sick leave in one-third (1/3) day increments to make up the difference between the allowance under the Workers' 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. Members shall only be eligible to access this alternative if they have sufficient sick leave accumulation.

Further, it is agreed that no fringe benefits shall be accrued or earned during the period an

Employee is on Workers' Compensation. Provided, however, the Employer shall continue the Employee's health, dental, life, AD&D, and vision insurance benefits until the Employee's accumulated sick leave is exhausted.

SECTION 4: SICK LEAVE ELIGIBILITY. Non-probationary paraprofessionals will receive nine (9) days of paid sick leave per year. New employees will be allocated the aforementioned number of days per year (prorated for partial fiscal year) after completing their probationary period. Probationary employees will earn these days during their probationary period, but must complete their probationary period before accessing any paid sick days.

SECTION 5: MEDICAL CERTIFICATE. When an employee has been absent from work due to his illness or injury, the Superintendent or designee 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 6: BEREAVEMENT/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 a death in their immediate family when arranged and approved by the supervisor. 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 or stepchildren, parents, mother/father in law, brothers and sisters, and grandchildren. To be eligible for such pay, the employee must attend the funeral. If the Superintendent or designee requests proof of death, the employee must present proof to receive this pay.

SECTION 7: PERSONAL BUSINESS DAYS. Employees shall be allowed two (2) personal business leave days each fiscal year, provided:

- a. The paraprofessional has completed six (6) months of continuous service with the District.
- b. The request for time off is submitted to the building principal for approval. 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 Principal at least five (5) school days before the intended day of absence in order to 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 Supervisor, 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.

Unused personal business days will be added to the sick days balance at the end of the fiscal year

ARTICLE XI – INSURANCE

SECTION 1: HEALTH INSURANCE. To the extent allowable by law or regulation, upon prior application and acceptance for enrollment by the appropriate insurance underwriter, and or carrier, the Board shall make payments for medical, vision, dental, life insurance for all eligible Employees and their eligible dependents toward the Association's preferred plan(s) listed below.

The Board of Education's maximum contribution for all medical and health related insurance shall be as follows:

The board will contribute the single, Treasury approved hard cap amount toward health insurance premiums. Employees may choose to purchase single, two-person or family coverage.

- A. The Board shall provide the single, State approved hard cap toward the health care costs for eligible employees for any Association-selected MESSA plan option.
- B. Consistent with 2011 PA 152, the "monthly cost" shall include fees, assessment, commissions and taxes which come from the insurance carrier, company agent, health insurance claims act, or the PPACA, any other costs required to be accounted for pursuant to PA 152.
- C. To the extent allowable by law, the health insurance cap shall first be applied to medical premiums, then second to any payments made by the Board, if any, the "medical benefit plan coverage year" toward Board reimbursement of co-pays, deductibles, or payments into health savings accounts, or similar accounts used for health care costs, health insurance related taxes or fees, or any other payments required by PA 152.
- D. The plan(s) chosen by the Association and listed above shall conform to all requirements of PA 152, including any requirements necessary to avoid penalties, taxes or other liabilities for the Board; the Board, after consultation with the Association, is specifically authorized to make any adjustments to this section necessary to fully comply with PPACA or PA 152.

- E. Any necessary amounts beyond the Board's contribution as specified above, which are required to maintain the selected coverage are the responsibility of the Employee and shall be payroll deducted or, when payroll does not cover the deduction, paid directly by the Employee. Failure of any Employee to pay their portion of the costs shall relieve the Board of any duty to pay insurance premiums.
- F. The parties agree that dual coverage of medical insurance is prohibited. Employees who are covered by another Employer's (e.g., spouse's employer) medical plan which is at least comparable to that provided by the Board shall not be eligible for Board provided medical coverage.
- G. The Board shall provide a cash option in lieu of health insurance benefits for those employees who are eligible to receive health insurance, but choose not to do so. To accomplish this objective, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. The monthly cash option shall be \$200.00. An employee who elects the cash option agrees, upon request, to verify that s/he has access to health coverage from an alternate source, such as a spouse's employer. Bargaining unit members who are eligible to receive health insurance through another BHAS district source (e.g., through a family member employed by BHAS) shall not be eligible to receive cash-in-lieu of benefit payments.

SECTION 2: DENTAL INSURANCE. For the life of this Agreement, the Board shall provide to the employee dental insurance coverage for all employees regularly scheduled to work thirty (30) or more hours per week. The Board has a right to charge Paraprofessionals the same bi-weekly or monthly cost-share for dental and/or vision benefit third party administrative fees that are assessed to other employees.

SECTION 3: VISION CARE. For the life of this Agreement, the Board shall provide vision insurance for all employees regularly scheduled to work thirty (30) or more hours per week.

SECTION 4: LIFE INSURANCE. The Board shall provide to all employees regularly scheduled to work thirty (30) or more hours per week, a total of \$20,000 Term Life Insurance with \$20,000 Accidental Death and Dismemberment for each employee.

SECTION 5: LONG-TERM DISABILITY INSURANCE. The Board shall provide long-term disability insurance for all employees regularly scheduled to work thirty (30) or more hours per week. The LTD benefit amount will be 66 2/3% of base salary, and the maximum monthly benefit amount is \$10,000.

SECTION 6: 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. If the employer exceeds six (6) "grace days", and applies for up to three additional days from the State of Michigan, employees will be paid for those days. 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:

- Labor Day
- Half day before Thanksgiving
- Thanksgiving Day
- Day after Thanksgiving Day
- Half day before Christmas break
- Christmas Day (2 days at Christmas)
- New Year's Day (2 days at New Year)
- 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 seven (7) 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 Superintendent or his/her designee.

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 referred to above, an employee must give the Chief Human Resources Officer 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: COMPLIANCE WITH FEDERAL LAW. No provision in this Agreement shall be construed to prevent or prohibit the Board or District from taking required under any applicable state or federal law concerning school improvement, school corrective action or school restructuring.

SECTION 5: 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 6: 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 7: HEALTH EXAMINATIONS. Any health examination (to determine whether an employee is able to perform the essential functions of his/her assignment, with or without accommodation) 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 8: 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 profession. 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 bona fide 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 Superintendent or designee 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 9: 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 not be limited to, supervision during the teacher's lunch period and/or recess periods, per past practice.

SECTION 10: PROPERTY DAMAGE REIMBURSEMENT. The Board will reimburse paraprofessionals for any damages or destruction of clothing or personal property, excluding vehicles, up to two hundred (\$200.00) 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 11: 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 12: ENTIRE AGREEMENT. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

SECTION 13: SECTION 125 PLAN. The Board shall provide a pre-tax section 125 plan to allow eligible bargaining unit members to pay contributions for health insurance premium costs with pre-tax dollars in accordance with applicable laws and/or regulations and upon receiving a valid written authorization from each eligible bargaining unit employee.

ARTICLE XIII - EMPLOYEE RIGHTS

SECTION 1: EMPLOYEE ASSAULT. In the event a paraprofessional is verbally or 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 Superintendent or his or her designee. The Member shall provide a written statement of the incident to the District within three (3) business days of the incident. The Board shall assist the Employee in contacting law enforcement authorities regarding such assaults.

Employees shall be expected to exercise reasonable care with respect to the safety of pupils and property. The Board shall maintain errors and omissions and general liability insurance.

ARTICLE XIV – MISCELLANEOUS

If an emergency manager is appointed by the State under PA 4 of 2011, Fiscal Accountability Act, the emergency manager may reject, modify, or terminate the collective bargaining agreement in his/her sole discretion.

ARTICLE XV – DURATION OF AGREEMENT

THIS AGREEMENT shall become effective upon ratification and shall continue in full force and effect until June 30,2024.

THIS AGREEMENT was executed in Benton Harbor, Michigan.

Agreed by:

BENTON HARBOR AREA SCHOOLS
BOARD OF EDUCATION

BENTON HARBOR PARAPROFESSIONAL
ASSOCIATION MEA/NEA

President

President

Date 9/16/2021, 2021

Date _____, 2021

BENTON HARBOR AREA SCHOOLS

Superintendent

MEA UniServ Director

Date 9/15/21, 2021

Date 9/15/2021, 2021

APPENDIX A

SECTION 1: WAGE SCHEDULE

PARAPROFESSIONALS

2021-2024 CBA Ratification Date through June 30, 2024

SECTION 1: The paraprofessional work year will consist of 180 work days and nine (9) paid holidays

SECTION 2: The hourly pay rates will be as follows:

Years of Service	2021-22	2022-23	2023-24	Years of Service	2021-22	2022-23	2023-24
Probation	\$12.50	\$12.75	\$13.01	16	\$14.43	\$14.72	\$15.02
1	\$12.71	\$12.97	\$13.23	17	\$14.56	\$14.85	\$15.15
2	\$12.82	\$13.08	\$13.34	18	\$14.68	\$14.97	\$15.27
3	\$12.93	\$13.19	\$13.45	19	\$14.81	\$15.10	\$15.40
4	\$13.04	\$13.30	\$13.57	20	\$14.93	\$15.23	\$15.53
5	\$13.15	\$13.41	\$13.68	21	\$15.06	\$15.36	\$15.67
6	\$13.26	\$13.53	\$13.80	22	\$15.19	\$15.49	\$15.80
7	\$13.38	\$13.64	\$13.92	23	\$15.32	\$15.62	\$15.93
8	\$13.49	\$13.76	\$14.03	24	\$15.45	\$15.75	\$16.07
9	\$13.60	\$13.88	\$14.15	25	\$15.58	\$15.89	\$16.21
10	\$13.72	\$13.99	\$14.27	26	\$15.71	\$16.02	\$16.34
11	\$13.84	\$14.11	\$14.40	27	\$15.84	\$16.16	\$16.48
12	\$13.95	\$14.23	\$14.52	28	\$15.98	\$16.30	\$16.62
13	\$14.07	\$14.35	\$14.64	29	\$16.11	\$16.44	\$16.76
14	\$14.19	\$14.48	\$14.77	30	16.25	16.58	16.91
15	\$14.31	\$14.60	\$14.89				

Pay rates changes, when applicable, will occur on July 1, and not on employment anniversary dates.

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.

APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____ Benton Harbor Area 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 and 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 and/or Assoc.: _____

Signature: _____

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

STEP 2

A. Date received by Chief Human Resources Officer _____

B. Disposition of Chief Human Resources Officer

Signature _____ Date: _____

C. Disposition of Grievant and/or Assoc.: _____

Signature: _____ Date: _____