

**AGREEMENT**

**between**

**ELKTON-PIGEON-BAY PORT LAKER SCHOOLS  
BOARD OF EDUCATION**

**and**

**ELKTON-PIGEON-BAY PORT LAKER SCHOOLS  
PARAPROFESSIONAL ASSOCIATION**

**2020-2023**

## **ARTICLE I - RECOGNITION**

- A. The Board recognizes the Association as the exclusive bargaining representative for all members of the unit, which includes all regularly employed full and part-time paraprofessionals. The Board recognizes the Association as the exclusive bargaining representative for all members of the unit, which includes all regularly employed full and part-time paraprofessionals. Excluded from the bargaining unit are paraprofessionals with degrees, substitutes and all other employees of the district.
- B. Full-time paraprofessionals are those employees who are regularly scheduled to work thirty (30) hours or more per week.
- C. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement.

## **ARTICLE II - RIGHTS OF THE ASSOCIATION**

- A. The Association shall have the right to use school buildings but shall make requests through normal channels for room clearance and permission.
- B. The Association shall have the right to post notices of its activities and matters of Association concern on school bulletin boards and in morning memos.
- C. The Association may use the District's interschool mail service and mailboxes for communication to its members, provided distribution of the Association mail does not require the District to expend additional money or allocate personnel time to perform such service.
- D. Upon written request of the Association, the Board shall provide a copy of the adopted budget.

## **ARTICLE III - HOURS OF WORK**

- A. When school is in session, the normal workday and year for all paraprofessionals shall be according to job specifications and as may be changed from time to time.  
  
Paraprofessionals scheduled to work least five (5) hours per day will have a thirty (30) minute lunch period. The schedule of the lunch period may be adjusted for the convenience of the building and unless assigned to a working lunch period, the lunch period will be unpaid.
- B. Paraprofessionals will be provided a fifteen (15) minute relief period for each half shift of three and one-half (3 1/2) or more hours. The schedule of break periods may be adjusted for the convenience of the building.
- C. If a paraprofessional is authorized to work more than forty (40) hours in any one week, the employee, **will** receive pay at the rate of time and one-half (1½) for all hours over forty (40) hours.

Paid time off regardless of its origins will not be counted in computing overtime pay and no compensatory time will be approved.

#### **ARTICLE IV - VACANCIES AND PROMOTIONS**

Whenever a vacancy is created in the bargaining unit, administration shall utilize the following procedure:

- A. The Board shall notify the employees of any vacancies by posting notice of vacancies and/or newly created positions as soon as possible.
- B. The administration shall give first consideration to those employees in the bargaining unit who are presently employed and are fully qualified to perform such duties for vacancies and newly created positions. However, when dealing with state or federal government funds, the Board shall in no way be restricted by any of the provisions of this Agreement in terms of selection of employees and/or the type and/or method of the work to be performed. The final decision on filling all vacancies rests with the District and is not subject to the grievance procedure.
- C. Any and all applications for vacancies or newly created positions must be made in writing. Employees not selected may inquire as to the reasons therefore.

#### **ARTICLE V - SENIORITY**

- A. All new employees shall serve a probationary period of ninety (90) workdays from date of hire into the bargaining unit. Days of work missed (including inclement weather days) will serve to extend the probationary period. The purpose of the probationary period is to enable the Board to decide whether or not these employees shall be permitted to obtain seniority, and to therefore be covered by the provisions of this agreement other than wages. Any matter involving probationary paraprofessionals is not subject to the grievance procedure.
- B. Upon completion of the probationary period, the employee's seniority date shall be retroactive to his/her date of hire as a member of this unit. The last four digits of the social security numbers will be used in the event of a tie (same first day worked) for those employees hired after July 1, 2007, with the larger number identifying higher seniority.
- C. Seniority shall be defined as the length of continuous uninterrupted service within the bargaining unit. Time spent on unpaid leave of absence or layoff shall not be construed to interrupt service for purposes of seniority but seniority shall not accrue during such periods.

Paraprofessionals, if qualified, shall be laid off and offered recall according to seniority as defined in Article V, B. Paraprofessionals laid off are to be offered re-employment. Those paraprofessionals having the most seniority shall be recalled first, providing they are qualified and can do the available work. Recall rights are limited to a period of two (2) years from the effective date of layoff. Reductions in hours will not constitute a layoff under this section.

#### **ARTICLE VI - RESIGNATION**

- A. Any paraprofessional desiring to resign shall file a letter of resignation with her immediate supervisor at least ten (10) working days prior to the effective date.

- B. Any paraprofessional who discontinues services without said letter of resignation shall be automatically recorded as being dismissed.

**ARTICLE VII - LEAVES OF ABSENCE**

- A. Personal Leave: Leave of absence without pay may be granted by the Board for good cause for a period of thirty (30) days. These leaves may be renewed or extended by mutual agreement of the Board and the Association. (Personal leaves will not be granted to enable an employee to actively seek other employment or perform a trial period with another employer.)
- B. Sickness: Unpaid leaves of absence for sickness or injury of any employee will be granted upon receipt of notice from the doctor by the Board and may be for indefinite duration, but not to exceed more than one (1) year. An employee returning from such leave shall be required to present a doctor's written release.
- C. Paid Sick Leave: Paid sick time will be credited in hours based upon the employee's regular schedule of work hours each full work week divided by five (5) up to the maximums set forth herein. For example, an employee who is scheduled to work twenty-five (25) hours per full work week will receive fifty (50) hours credit per year.

Employees shall receive the equivalence of ten (10) sick days per year with an accumulation of up to five hundred seventy five (575) hours.

Any hours in excess of five hundred seventy five (575) hours at the end of the year will be paid off at the rate of \$4.00 per hour.

All requests for partial day sick leave require the approval of the building principal. The employee must call in and provide a doctor's slip when requested. For absences of five (5) consecutive workdays or more the employee must automatically bring in a doctor's slip. Part-time employees shall receive a pro rata share. Sick days may not be used in Workers Compensation cases.

Upon retirement from the District and acceptance into the Michigan Public School Employees Retirement System employees with at least ten (10) consecutive years of service to the district, unused hours of sick leave will be bought back at the rate of \$5.00 per hour for each hour over one hundred (100) hours of accumulation.

Sick days may be used for illness or disability of the employee (including pregnancy related disability). Up to ten (10) days per year may be used for the illness or disability of the employee's child, spouse, parent or other family members approved by the Superintendent. In extenuating circumstances, the Superintendent may authorize additional days beyond ten (10) days or authorize days for other family members.

Sick leave will be recorded as hours. One day equals employee's scheduled daily work hours.

- D. An employee who leaves the employment of the District, except on leave of absence or layoff, shall forfeit all unused sick leave days. Days so forfeited shall not be restored if the employee

shall later re-enter the employment of the District.

- E. Employees may request from their principal two (2) paid days for use as personal business days. These days may not be used before and/or after any holiday and/or vacation period unless permission for such leave is requested because of unique circumstances by the employee and granted by the Superintendent.

The purpose of these days is to transact business which cannot be done at any other time, and the request is subject to the approval of the principal. Personal leave will be recorded as hours. One day equals employee's scheduled daily work hours. Unused personal business days will be transferred to the employee's sick leave balance.

- F. Emergency Leave: Emergency leaves will require the approval of the building principal.
  - 1. Death Leave: Absence due to death in the immediate family for a period not to exceed three (3) working days, and sick leave will be charged.
  - 2. Immediate family shall be: Father, mother, brother, sister, wife, husband, son, daughter, father-in-law, mother-in-law, grandparents, grandchildren, aunt, and uncle.
- G. Unpaid leaves-of absence for purposes of primary care of an immediate family member (See Section F above) may be granted by the Board for periods of up to one (1) year. Requests for such leaves must be made at least thirty (30) calendar days prior to the requested effective date of the leave.
- H. Unpaid leaves of absence, for any health-related reason of the employee requires the exhaustion of all available personal and sick leave accumulation.

## **ARTICLE VIII - GRIEVANCES**

A grievance shall mean a complaint by a paraprofessional in the bargaining unit where there has been a violation, misinterpretation, or an inequitable application of a specific provision of this Agreement.

The term days when used in this article refers to days the central office is open.

- A. A paraprofessional who feels that he/she has a grievance shall first take the matter up verbally with the principal or designated administrative representative within five (5) days following the date the grievant became aware of the act or condition which the employee feels is the basis for the grievance.
- B. If the matter is not resolved, the paraprofessional shall reduce the grievance to writing, specifying the section of the contract the employee alleges is violated and the events that caused the alleged violation and the remedy sought. The written grievance will be presented to the principal within ten (10) days following the date the paraprofessional became aware of the act or condition which the employee feels is the basis for the grievance.
- C. Within three (3) days of the receipt of the written grievance, the administration will attempt to

arrange a conference. If the administration fails to answer within three (3) days, the grievance may be submitted to the Superintendent within an additional three (3) days.

- D. The Superintendent shall answer the grievance within ten (10) days of receipt of the appeal. The Superintendent's answer shall be final.

**ARTICLE IX - DISCIPLINE**

- A. No paraprofessional who has completed the probationary period shall be disciplined or discharged for reasons that are arbitrary or capricious. Any such grievance actions shall be subject to the grievance procedure.
- B. There shall be no reprisal of any kind taken against any party of interest or an Association representative by reason of participation in any of the procedures of this Agreement.

**ARTICLE X**

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary or inconsistent with its terms.

**ARTICLE XI - CLASSIFICATION AND COMPENSATION**

<b>Wage Scale shall be as follows</b>		<b>2020-2021</b>	<b>2021-2022</b>
Step I	Less than three (3) full years of service	\$10.70	\$10.95
Step II	Three (3) full years of service, but less than five (5) full years	\$12.80	\$13.05
Step III	Five (5) full years of service, but less than ten (10) full years	\$13.64	\$13.89
Step IV	Ten (10) full years of service, but less than fifteen (15) full years	\$14.26	\$14.51
Step V	Fifteen (15) full years of service	\$14.89	\$15.14

<b>Wage Scale shall be as follows</b>		July 1, 2022 to January 13, 2023	January 14, 2023 to June 30, 2023
Step I	Less than three (3) full years of service	\$11.20	\$14.00
Step II	Three (3) full years of service, but less than five (5) full years	\$13.30	\$14.50
Step III	Five (5) full years of service, but less than ten (10) full years	\$14.14	\$15.00
Step IV	Ten (10) full years of service, but less than fifteen (15) full years	\$14.76	\$16.00
Step V	Fifteen (15) full years of service	\$15.39	\$17.00

The adjustment to the hourly pay rates in Article 11 is the only change being agreed to by the parties.

The amendment of the hourly pay rate during the term of an agreement shall not be deemed precedent setting.

For the Board	Date	For the Association	Date	

- A. Movement on the salary scale will take place on the employee's anniversary date. The employee must have worked seventy-five (75%) of the scheduled days in order to receive a step on their anniversary date. If the days have not been worked, the employee must wait until the next anniversary date where the required attendance has been met.
- B. A paraprofessional will be compensated every other week during the school year.
- C. Longevity: Employees with over twenty (20) years of service in the Laker School District as of June 30 each year shall receive Three Hundred (\$300) for 2020-2021, Three Hundred Twenty-Five (\$325) for 2021-2022, and Three Hundred Fifty (\$350) for 2022-2013-dollar longevity payment no later than June 30 of each school year. This amount will be prorated in the event of a long-term unpaid leave of absence or layoff during that year.
- D. Paraprofessionals scheduled to work less than forty (40) hours per week who are permitted to sub for another paraprofessional, will receive their normal rate of pay for any additional hours worked up to forty (40) hours per week.
- E. An off-schedule payment of \$100 will be paid in September to all employees covered under this agreement in 2020-2021.

**ARTICLE XII - HOLIDAY PAY**

In order to be eligible for holiday pay, an employee must work the last scheduled work day prior to the holiday and the first scheduled work day following the holiday, and the employee must complete the probationary period. Any employee on paid sick leave the day before or day after a holiday shall be eligible for holiday pay. The following days shall be considered paid holidays by the Board: Labor Day, Thanksgiving, Thanksgiving Friday, Christmas, New Year's Day, Good Friday, and Memorial Day.

**ARTICLE XIII - FRINGE BENEFITS**

Premium payment for all fringe benefits will only be pro-rated for employees regularly scheduled to work

less than twenty-five (25) hours per week but at least twenty (20) hours per week.

A. Each paraprofessional shall be provided with \$30,000 in group term life insurance, Set Ultradent Dental Insurance and in one of the following:

1. Single SET Basic III Ultra Vision
2. Full Family SET Vision Plan I, with a frame allowance of \$90

The District reserves the right to change insurance companies provided similar coverages to those in place on July 1, 2007 are maintained.

B. Each paraprofessional will participate in the Laker Section 125 Cafeteria Plan, which will offer the following options:

Option 1: Continue enrollment in Life, Dental, and Vision Plans as outlined in Section A.

Option 2: Waiver of dental and vision coverages as outlined in Section A and will be paid \$100.00 per month, which can be applied to an annuity or other variable options available through the business office.

C. For all school employees hired before July 1, 2011, the school district shall provide any paraprofessional responsible for playground duty with either a winter coat or one pair of snow boots every other year for a maximum of no more than \$75 with an itemized receipt turned into the central office no later than June 30 of the current fiscal year.

D. First aid training will be provided to employees when directed by building supervisors.

E. Fringe benefit coverage will terminate with the exhaustion of all paid leave available for any illness or disability leave of absence plus twelve (12) weeks of unpaid time off.

F. In the event the law changes in such a manner as to require employees to pay a portion of their insurance premiums, such amounts will be deducted as a condition of this agreement. If the vision benefit is self-funded, the cost to be deducted will be determined by following the state regulations.

#### **ARTICLE XIV - SCHEDULED WORK DAYS AND ACT OF GOD DAYS**

A. Full-time full-year paraprofessionals will be scheduled to work the same number of days as the students attend school. Where preparation time or year-end activities warrant, a paraprofessional may request in writing to the Superintendent, one (1) additional workday prior to the start of school and one day after school ends. Such requests must have the concurrence of principal as to the need and approval of the Superintendent. Additional days may be authorized by the Superintendent.

B. Paraprofessionals will receive their regular pay for their workdays that are canceled due to an Act



of God provided the district receives full state aid for the days. If the district does not receive full state aid for the day, the employee will not be paid and if rescheduled later in the year, pay will be issued if the employee is scheduled to work.

#### **ARTICLE XV - EVALUATION**

Each paraprofessional who has completed the probationary period shall be evaluated one time per year by the building principal or the principal's designee.

#### **ARTICLE XVI - DURATION OF AGREEMENT**

- A. This Agreement shall become effective upon ratification by the parties and shall remain in effect until June 30, 2023.
- B. At least sixty (60) days prior to the expiration date of the Agreement, the parties will begin negotiations for a new agreement covering wages, hours, terms, and conditions of employment of paraprofessionals employed by the Board.
- C. The parties further agree to meet during the normal school year upon the call of either party to discuss any and all problems concerning wages, hours, and working conditions that arise during the year.
- D. Copies of this agreement are available on the district's web site.
- E. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

ELKTON-PIGEON-BAY PORT LAKER  
BOARD OF EDUCATION

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President

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Date of Ratification

ELKTON-PIGEON-BAY PORT LAKER  
ASSN OF PARAPROFESSIONALS

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Chairperson, Negotiations Committee

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Date of Ratification

ELKTON-PIGEON-BAY PORT LAKER  
ASSN OF PARAPROFESSIONALS

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Representative of Negotiations  
Committee

Letter of agreement  
between the  
Elkton-Pigeon-Bay Port board of education  
and the  
Elkton-Pigeon-Bay-Port association of paraprofessionals

re: 2020-2023 contract

it is hereby acknowledged agreed by the parties set forth above as follows:

1. The parties acknowledge that the Covid 19 pandemic has placed an extraordinary burden on the State of Michigan tax revenues that was unanticipated when Governor Whitmer issued her proposed state aid act proposal in February of 2020. The parties further acknowledge in light of the pandemic that there will be no state aid act approved in the near term and that eventually, it will likely contain a level of reduction in per pupil funding never experienced by Michigan's public schools.
2. In recognition and acknowledgement of the foregoing, the parties have agreed to a freeze the wage schedule in article x and that no steps will be issued the wage schedule or additional credit for the longevity pay schedule for 2022-2023 if the per pupil foundation allowance for 2022-2023 is approved at or less than the per pupil foundation allowance for 2020-2021.
3. This constitutes the entire understanding of the parties and shall not be deemed precedent setting.

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Association

\_\_\_\_\_  
Date

## Addendum

Since the approval of the handbook by the Board of Education, the Michigan Legislature enacted and later amended legislation impacting upon certain employees "paid medical leave" benefits effective March 29, 2019 unless a ratified contract was in effect.

The Act (Public Act 369 of 2018) requires that certain employees be provided each "benefit year" (July 1 to June 30) with paid medical leave for certain defined conditions including personal or family health needs, as well as purposes related to domestic violence and sexual assault that may not be afforded under the terms of the current handbook.

“Eligible employees” means a non-probationary (maximum of 90 days while in probationary status) employee engaged in service to an employer in the business of the employer and from whom an employer is required to withhold for federal income tax purposes certain exceptions and whom is not exempt from the payment over overtime under the Fair Labor Standards Act (generally means those employees paid on any hourly basis). Excluded are salaried employees who are exempt from the payment of overtime under the Fair Labor Standards Act (salaried personnel) and those employees employed by an employer for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer and an individual who worked, on average, fewer than 25 hours per week during the immediately preceding calendar year.

Lakers at present affords more paid time off each year (paid sick leave; personal business; and in where applicable paid vacation time for certain classifications of hourly employees) than the Act requires, however, the restrictions on use of paid time off in the handbook in some instances does not meet the new standards required under the Act.

Lakers also currently affords for the carry-over of unused hours that is not required by the Act. This addendum is intended to supersede any conflicting obligations under the handbook but only to the extent the law requires as such during a benefit year.

The Act only regulates the first 40 hours of paid time off required under the Act. Lakers credits at least 40 hours of paid time off at the start of the employees work year which is in compliance with the Act and also affords the ability to accumulate paid time off from year to year which exceeds the requirements of the Act.. As such and by way of example, an employee who has used 40 hours paid time off in a benefit year for the employees own personal illness would not be afforded the ability to use any additional paid time off where the handbook restricts usage for that purpose even though the Act would have afforded that ability had the employee not used the aforementioned 40 hours.

Under the Act, Lakers will afford eligible employees the ability to use credited paid medical leave for the following reasons for the first 40 hours of paid time off each benefit year. Following the usage of the first 40 hours in a benefit year, the restrictions in the handbook will apply in all instances.

- a. The eligible employee’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee’s mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
- b. The eligible employee’s family member’s mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee’s family member’s mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
- c. If the eligible employee or the eligible employee’s family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- d. For closure of the eligible employee’s primary workplace by order of a public official due to a public health emergency; for an eligible employee’s need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by

the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

Under the Act, a family member includes all of the following:

- a. A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
- b. A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
- c. An individual to whom the eligible employee is legally married under the laws of any state.
- d. A grandparent.
- e. A grandchild.
- f. A biological, foster, or adopted sibling.

An eligible employee wanting to use time under the Act must comply with Lakers usual and customary procedures for requesting time off and any documentation required to make a determination on the request.

Paid time off will be charged at the same rate as leaves not regulated by the Act.

Lakers has posted information relating to the Act in prominent places for eligible employees to use as a resource and may contact the central office or Michigan Department of Licensing and Regulatory Affairs with any questions. A copy of Public Act 369 of 2018 can be obtained on the State of Michigan Legislature's web site.