



MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
18530 Prospect Street
Melvindale, Michigan 48122

**PARAPROFESSIONAL
COLLECTIVE BARGAINING CONTRACT**

Between
The MELVINDALE-NORTHERN ALLEN PARK PUBLIC SCHOOLS
And
MELVINDALE-NORTHERN ALLEN PARK FEDERATION OF
PARAPROFESSIONALS LOCAL 4913, MELVINDALE -NORTHERN
ALLEN PARK SCHOOL RELATED
PERSONNEL, AFT/AFL-CIO

2022-2023
2023-2024

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

ARTICLE I

RECOGNITION

- 1.01** The Board recognizes that the Melvindale-Northern Allen Park Federation of Paraprofessionals, Local 4913, of the Melvindale-Northern Allen Park Federation of Teachers and School Related Personnel, AFT/AFL-CIO has been designated and selected by a majority of the employees of the above named employer in the unit described below as their representative for the purpose of collective bargaining, and that, pursuant to Sections 26 and 27 of Act No. 176 of the Public Acts of 1939, as amended, or Sections 11 and 12 of Act 336 of the Public Acts of 1947, as amended, the said organization is the exclusive representative of all the employees in such unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
- 1.02** **The unit shall be defined as:** All full-time and regularly scheduled part-time paraprofessionals. Paraprofessionals are the Alternative Education Aides, Bilingual Aides, Disciplinary Aides, Special Education Aides, and Title 1 Aides as required by I.E.P. or state guidelines, excluding all other employees.

ARTICLE II

RIGHTS AND RESPONSIBILITIES

- 2.01 Bulletin Boards:** The District shall allow the Union to use space on a bulletin board in each building owned or leased by the district for posting notices of Union recreational and social affairs, Union elections or appointments, and Union meetings and educational classes. Other notices may be posted with the permission of the building administrator. No new boards will be provided. This unit may share boards with other units.
- 2.02 Wearing of Insignias:** Membership insignia or pins appropriate for normal wear may be worn by employees covered under this Agreement.
- 2.03 Use of Building Facilities:** After providing appropriate notice to the district, the Union shall have the right to use a designated area of a building owned or leased by the district for the purpose of conducting Union meetings at reasonable hours.
- 2.04 Required Meeting During Business Hours:** Employees who attend meetings, conferences, negotiations, hearings, etc. shall be paid if required by the District to attend such meetings during their regular work hours.
- 2.05** Union employees or officials shall be permitted to transact **Union business on school property**, after notifying the building administrator. It is understood that such business shall be during employee's preparation or unassigned time and in a place that shall not disrupt the normal operation of the school day.
- 2.06 Mailboxes:** In buildings owned or leased by the District, the District agrees to make available one union mailbox.

- 2.08 Union use of Equipment:** The Union may use equipment owned by the District when the cost and availability of the equipment is taken into consideration. The use of the equipment must be requested of and approved by the building administrator. All work will be done before or after working hours or at duty free times.
- 2.09 Representation when Meeting with Administrators:** A member shall be entitled to have present a representative of the Union during any disciplinary action when such action will become part of the member's personnel file. When a request for such representation is made, no action shall be taken with respect to the member until such representative of the Union is present.
- 2.10** No person or persons, departments or divisions, responsible to the Board or the Union will discriminate against any member on the basis of race, creed, color, national origin, sex, marital status, handicap, family relationship, or membership in or association with the activities of the Union or any other employee organization.
- 2.11 In-service, Record Days, Conference Days:** Employees will be paid only for those days which are worked.
- 2.12 Personnel File:** The employee shall have the right to inspect any material placed in the employee's personnel file. Employees shall have the right to review their personnel file in the presence of the Superintendent or his designee upon written request and with a 3-day notice. The employee shall have the right to submit a written response to any materials in the file and have the response attached to the file copy.
- 2.13 Information Requests:** The Board will make, within a reasonable time, to the Federation upon request any information, statistics, and records which it has available or which may be obtained without undue difficulty; and which may be mutually agreed to be necessary to make intelligent decisions relevant to negotiations or necessary for proper enforcement of the terms of this Agreement.
- 2.14 Agenda and Minutes of the Board of Education Meetings:** Upon the written request of the Union, the District shall provide a copy of official minutes of public Board meetings and available Board agendas to the Union President.
- 2.15 Memos and Notices:** Whenever the District issues a memo or notice of a general nature, the memo notice shall be posted.
- 2.16 Teaching Direction and Work-Related Requests:** It shall be the responsibility of the building administrator and/or classroom teacher to provide instruction, and supervision regarding duties.
- 2.17 Professional Development:** Union members will participate in mandatory professional development at the discretion of the District. The District will consult with the Union at least a month in advance. Union members will receive their hourly rate of pay for mandatory, professional development participation.
- Employees may request to attend professional development training provided by the District. If attendance is approved by the Building Administrator, employees shall be paid their hourly rate during said attendance.
- 2.18 E-mail account:** All union members will be assigned a district e-mail account.
- 2.19 Workshops:** Union members will be given work release for any required workshops (Official Union Business).

2.20 Break and Lunch Period:

1. Paraprofessionals working at least 5 hours per day, but not more than 6.75 hours per day are permitted to take one 15-minute paid break period.
2. Paraprofessionals working more than 6.75 hours per day, but less than 8 hours per day shall be permitted to take one 15-minute paid break period and one 30-minute paid, uninterrupted lunch period.
3. Paraprofessionals working 8 hours per day shall be permitted to take one 15-minute paid break period in the first half of the workday, one 30-minute paid, uninterrupted lunch period, and one 15-minute paid break period in the second half of the workday.
4. Paid break and lunch periods must be taken with the immediate supervisor's knowledge and approval and should not disrupt regularly scheduled work.
5. Employees are required to remain on the school premises during paid break and lunch periods.

ARTICLE III GRIEVANCE AND GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

ARTICLE IV

SENIORITY, LAYOFF AND RECALL, GENERAL WORKING CONDITIONS

- 4.01 Probationary Period:** When an employee is awarded an open position, he will be granted a thirty (30) day trial period to determine his desire to remain in that position. If the Board determines that the employee is unable to satisfactorily perform the work and returns him to his former position, the Union may request that the Board submit its reasons in writing.
- 4.02 Definition of Seniority:** Bargaining Union Seniority - shall mean total consecutive years and months of service in any and all unit bargaining positions, since the last date of hire. During an approved leave of absence, seniority shall neither accumulate nor be diminished but shall be frozen.
- 4.03 Posting of Seniority:** Within one month following the commencement of the academic year, the District shall post a seniority list and furnish a copy to the Union President.
- 4.04 Termination of Seniority:** An employee shall be terminated and lose seniority if he:
- a. Quits
 - b. Is discharged
 - c. Is laid off for a period of two (2) years
 - d. Fails to accept recall from layoff or fails to report for work at the designated time after acceptance of recall.
 - e. Has an unexcused absence for two (2) consecutive working days for reasons which are not acceptable to the District.
 - f. Fails to return from an unauthorized leave of absence, vacation or sick leave at the designated time unless the designated time has been mutually extended in writing by the Union and District.
 - g. Is removed from the bargaining unit.

4.05 Discipline of Probationary Employee: In the period of probation, the Superintendent or his designee, shall have the right to discipline, discharge or suspend the probationary employee and such action will not be subject to the grievance procedure. Provided, however, a conference with the Superintendent, or his designee, will be held upon the written request of the probationary employee filed in the Personnel Office within ten (10) days following the action of discipline, suspension or discharge.

4.06 Discipline of Senior Employee: A senior employee shall not be suspended or discharged without cause.

4.07 Bumping, Layoff and Recall: Employees shall be laid off by seniority.

An employee whose position has been eliminated may bump the least senior employee with the same number of scheduled hours or a less senior employee with the closest number of hours if a position with equivalent hours does not exist within their classification.

4.08 Employees on layoff may indicate in writing their desire to substitute for unit employees that have been absent ten (10) or more consecutive days.

ARTICLE V EMPLOYEE RESPONSIBILITY

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

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

ARTICLE VI VACANCIES AND TRANSFERS

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

Vacancies, as defined above, may be filled by subcontracted, temporary or substitute paraprofessionals at the employer's discretion, however, the number of vacancies filled by subcontracted, temporary or substituted staff engaged by the employer to perform paraprofessional duties and responsibilities shall not exceed nineteen (19). Subcontracted, temporary or substitute paraprofessionals in excess of nineteen (19) shall be placed in the Bargaining Unit.

6.02 Posting of Vacancies: Whenever the Superintendent or his designee declares a vacancy in the bargaining unit, the vacancy shall be published by giving written notice to the Local Union President and by posting such vacancy for five (5) calendar days on the staff bulletin board. Postings will also be e-mailed to union employees directly.

- 6.03 Bidding on Vacancies:** Whenever two or more applicants, whose qualifications are equal, both bid on the posted vacancy, preference shall be given to the applicant with the greater seniority within the District.
- 6.04 Transfer Requests:** Vacancies which occur between June 1 and the first regular work day of the succeeding student academic year need not be posted; but employees who desire to transfer within a building or to a different building for the succeeding academic student school year shall file a request for transfer by June 1 and every effort will be made to place the employee, if a vacancy exists, according to his request. The Union will be notified of these vacancies. Transfer requests will be kept on file until the commencement of the academic student school year.
- 6.05 Vacancies while Employees are on Layoff:** The provisions of Section 6.02, 6.03 and 6.04 of this Article shall not apply in the event there are employees on layoff.
- 6.06 Temporary Filling of Vacancy:** The Superintendent or his designee may fill a substitute vacancy on a temporary basis for up to sixty (60) working days.
- 6.07 Conflict Between Teacher and Assistant:** In the event a problem exists between an assistant and his teacher, every effort shall be made to resolve the problem informally with the assistant and the supervisor.
- 6.08 Priority Consideration:** Bargaining unit employees shall be given priority consideration for work in other positions in the district before those positions are advertised to persons not employed by the District at the time the opening exists.

ARTICLE VII LEAVES OF ABSENCE

- 7.01 Paid Time Off:** Employees shall be paid for the first five “weather” days each year (called by the administration). In addition, employees may use any available CTO Days for weather days in excess of five (5). Each employee shall be granted:
- Seven and one-half CTO (Compensatory Time Off) Days
 - Nine paid holidays (Memorial Day, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve, Christmas Day, Good Friday, and two days at Winter Break)
- Employees may accrue unused CTO days in a CTO Bank. These days are carried over from the unused, prior year’s CTO.
- 7.02 Unpaid Leave:** A leave of absence for up to one year shall be granted for the purpose of education, appointed or elected public or Union office, illness or care of a family member, or other legitimate reason. Such leave may be extended on an annual basis if requested by the employee and approved by the Board.
- 7.03 Jury Duty:** Upon notice of jury duty, an employee will immediately notify the immediate supervisor. An employee called for jury duty participation during his/her employment hours will be paid the difference between what he/she received as a juror and the regular wages he/she would have normally received from the employer if employed, providing he/she notifies his/her immediate supervisor within seven (7) days of receipt of notice. Seniority and increments will accumulate according to the salary schedule.

7.04 Family and Medical Leave Act: The school district will fully comply with the Family and Medical Leave Act (FMLA), 42 USC 12201 et seq., and corresponding regulations. The school district will use the following calendar method under the FMLA. The FMLA leave of any employee of the school district will be without pay, unless the employee has paid leave time available under an applicable contract. The employee will be required to use that paid time concurrent with any FMLA leave.

7.05 Funeral Leave: An employee will be allowed three (3) consecutive days as funeral leave days, not to be deducted from sick leave, for a death in the employee's immediate family. The funeral shall be within the three (3) consecutive days. The immediate family will be defined as spouse, child, step-child, parent, step-parent, father-in-law, mother-in-law, grandparents, brother, sister, son-in-law, daughter-in-law, grandchild and other individuals, including life partner and significant other, living in the household of the employee being included in the definition under funeral leave.

ARTICLE VIII REIMBURSEMENT

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

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

8.03 Fingerprinting: Newly hired employees will be reimbursed half (1/2) of the fees charged when getting fingerprinted and/or taking the Work Keys test. Reimbursement will be granted upon receipt of said payment in the following pay period.

ARTICLE IX SALARY

SALARY SCHEDULE

Wages:

2022/23

Step 1	\$15.00 per hour
Step 2	\$15.45 per hour
Step 3	\$15.75 per hour
Step 4	\$16.50 per hour
Step 5+	\$17.50 per hour

2023/24

Additional 3% all steps

9.01 Longevity: For a permanent full-time employee, defined as 7+ hours per workday, for purposes of longevity, only, a stipend of \$500 will be made in one lump sum at the end of each year, prior to June 30th, for those Employees with 20+ years of service.

9.02 Extra-Contractual Work: The district will notify the Bargaining Unit of potential after-school, extra-contractual work. The district will consider seniority when filling extra-contractual work.

All extra-contractual work performed beyond the employee's workday shall be paid at the employee's hourly rate. Overtime shall be paid in compliance with all state and federal laws.

ARTICLE X INSURANCE

10.01 INSURANCE: Employees working thirty (30) hours or more per week may be eligible to participate in the Hospitalization, Prescription, Dental and Optical Insurance.

Participating employees shall be liable for a portion of the premium payment for their hospitalization and medical insurance and prescription coverage. All payments will be made through payroll deduction. Pursuant to State statute the Board of Education may choose the "hard cap" or to pay no more than 80% of the insurance premiums. If the hard cap is chosen, employees working less than an eight (8) hour day shall pay for any costs above the hard cap, as well as a proration based upon their regular hours worked, divided by 8.

10.02 Life Insurance: The current policy/plan will be incorporated into the contract.

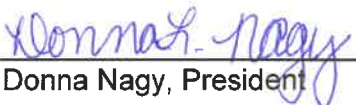
**ARTICLE XI
DURATION OF CONTRACT**

This agreement will be effective July, 1, 2022 and will continue in force and effect until June 30, 2024, at midnight. At any time, subsequent to March 1, 2024, either party may give written notice to the other of its desire to negotiate a new agreement for the following year. That nothing in this paragraph or elsewhere in this agreement will be construed to require the Board to commit an unfair labor practice or otherwise violate the law by any improper recognition of or support or assistance to the Union.

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

Dated: NOVEMBER 23, 2022.

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

By: 
Donna Nagy, President

BOARD OF EDUCATION
MELVINDALE-NORTHERN ALLEN
PARK SCHOOL DISTRICT

By: 
Mathew Rader, President

By: 
Ryan Vranesich, Superintendent

APPENDIX “A”
LETTERS OF AGREEMENT