AGREEMENT

BETWEEN THE

PENNFIELD BOARD OF EDUCATION

AND THE

PENNFIELD EDUCATIONAL PARAPROFESSIONAL ASSOCIATION



JULY 2023 – JUNE 30, 2024

TABLE OF CONTENTS

ARTICLE 1 Agreement 7

ARTICLE 2 Purpose 7

2.1 Agreement 7

2.2 Dispute Resolution 7

2.3 Maintenance of Standards 7

ARTICLE 3 Recognition 8

3.1 Bargaining Unit Defined 8

3.2 Employees 8

ARTICLE 4 Extent of Agreement 8

4.1 Severability 8

4.2 Individual Agreements 9

ARTICLE 5 Payroll Deduction 9

ARTICLE 6 Union Rights 9

6.1 Information 9

6.2 Use of Facilities 10

6.3 Mail 10

6.4 Union Leave 10

6.5 Labor Management Meetings 10

6.6 Equipment 10

ARTICLE 7 Employer Rights 11

7.1 Rules and Policies 11

7.2 Laws 11

7.3 Limitations 11

ARTICLE 8 Bargaining Unit Member Rights and Protections 11

8.1 Right to Organize 11

8.2 Individual Rights 12
8.3 Personal Life 12
8.4 Non-Discrimination 12
8.5 Discipline and Discharge 13
8.6 Written Discipline 13
8.7 Response to Discipline 13
8.8 Representation 14
8.9 Discipline System 14
8.10 Personnel Files 14
8.11 Adverse Material 15
8.12 Assault 15
ARTICLE 9 Grievance Procedure 16
9.1 Definition 16
9.2 Hearing Levels 16
9.3 Alternative Selection Process 17
9.4 Miscellaneous Conditions 17
ARTICLE 10 School Closure/Dismissal 18
10.1 School Closing 18
10.2 School Cancellation After Opening 18
10.3. Report for Work 19
ARTICLE 11 Subcontracting 19
ARTICLE 12 Negotiations Procedure 19
12.1 Unforeseen Matters 19
12.2 Negotiations Release Time 19
12.3 Negotiations 19
12.4 Agreement 20
ARTICLE 13 Work Year, Workweek, Workday 20

13.1 Work Year....20
13.2 Work Week....20
13.3 Work Day....20
13.4 Alteration....21
13.5 Duty Free Lunch....20
13.6 Emergency Call-In....21
13.7 In-Service....21
13.8 Overtime Schedule....21
ARTICLE 14 General Working Conditions....22
14.1 Unsafe Work....22
14.2 Student Discipline....22
14.3 Medication....22
14.4 Supervision....22
ARTICLE 15 Conditions of Employment....23
15.1 Personal Work....23
15.2 Miscellaneous....23
ARTICLE 16 Seniority....23
16.1 Seniority Defined....23
16.2 Probation....23
16.3 Classifications....23
16.4 Seniority List....24
16.5 Seniority Lost....24
ARTICLE 17 Vacancies, Transfers, and Promotions....24
17.1 Vacancy Defined....24
17.2 Vacancy Posting....24
17.3 Vacancy Notification....25
17.4 Award of Vacancies....25

17.5 Selection 25
17.6 Trial Period 25
17.7 Transfer Rights 25
17.8 Involuntary Transfers 26
17.9 Temporary Assumption of Duties 26
17.10 Annual Vacany Filling Meeting 26
ARTICLE 18 Reduction in Personnel, Layoff, and Recall 26
18.1 Layoff Defined 26
18.2 Layoff Notice 26
18.3 Layoff Procedures 26
18.4 Recall 27
18.5 Partial Layoffs 28
ARTICLE 19 Externally Funded and Other Programs 28
19.1 State and Federal Programs 28
19.2 Seniority 28
ARTICLE 20 Sick Leave 29
20.1 Sick Leave 29
20.2 Employment-Related Injury 29
20.3 Sick Day Usage 29
a. Personal Illness or Disability 30
b. Medical or Nursing Care 30
20.4 Immediate Family 30
ARTICLE 21 Other Paid Leaves 30
21.1 Personal Business 30
21.2 Judicial Leave 30
21.3 Armed Services 30
21.4 Bereavement Leave 31

ARTICLE 22 Unpaid Leaves....31
22.1 Leaves of Absence....31
22.2 Return from Leave....31
22.3 Unpaid Leaves....31
a. Military Leave....31
b. Union Office....32
c. Public Service....32
d. Career Exploration....32
e. Educational....32
f. Family Leave....33
22.4 Family Leave....33
22.5 Definitions....33
ARTICLE 23 Holidays....34
ARTICLE 24 School Improvement....34
24.1 School Improvement Committee....34
24.2 Professional Development....34
ARTICLE 25 Job Descriptions....35
ARTICLE 26 Compensation & Benefits....35
26.1 Compensation....35
ARTICLE 27 Duration of Agreement....36
APPENDIX A GRIEVANCE REPORT FORM....37
APPENDIX B SALARY SCHEDULE....39
NOTES....40
LOA....41

ARTICLE 1 - AGREEMENT

This Agreement entered intoby and between the Pennfield Educational Paraprofessional Association-MEA/NEA, hereinafter called the "Union,"or "Association," and The Pennfield Schools Board of Education, hereinafter called the "Employer."

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 2 - PURPOSE

2.1 Agreement

This Agreement is negotiated pursuant to the Public Employment Relations Act, Act. No. 336 of the Public Acts of 1947 as amended, to establish the wages, hours, terms and conditions of employment for the members of the bargaining unit herein defined. The rights granted herein to the Union shall not be granted or extended to any competing labor organization.

2.2 Dispute Resolution

The Employer and the Union recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, bargaining unit members, and the Union. The Employer and the Union further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement or of policies or regulations of the Employer and, accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

2.3 Maintenance of Standards

The parties agree that their undertakings in this Agreement are mutual. Any previously established practice, policy, rule, or regulation which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement.

ARTICLE 3 - RECOGNITION

3.1 Bargaining Unit Defined

The PennfieldPublic Schools Board of Education hereby recognizes the Pennfield Educational Paraprofessional Association-MEA/NEA as the sole and exclusive bargaining representative for the purpose of and as defined in the Public Employment Relations Act, as amended, MCLA 423.201 et.seq.; MSA 17.455(1) et.seq., (PERA), for all full-time, probationary and non-probationary paraprofessionals, Title I paraprofessionals, special education paraprofessionals, library aides, and on leave or temporarily absent employees of Pennfield Public Schools. Excluded are; part-time paraprofessionals, substitutes, ISD Employees, lunch time supervisors, food service, secretaries, bus drivers, academic coaches, technologyemployees, salaried professional employees, administrators, and all other employees.

3.2 Employees

Unless otherwise indicated, use of the term "employee" or "bargaining unit member" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit. Within the various classifications of bargaining unit members covered herein, there shall be the following:

a. Full-time: A bargaining unit member who is employed at least thirty (36) weeks.
b. Probationary: A bargaining unit member who is employed to fill a full-time position for a trial period of thirty-six (36) calendar days.

ARTICLE 4 - EXTENT OF AGREEMENT

4.1 Severability

This Agreement shall constitute a binding obligation of both the Employer and the Union and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found

contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement.

4.2 Individual Agreements

Any individual contract between the Employer and an individual bargaining unit member heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE 5 - PAYROLL DEDUCTION

Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the wages of any such bargaining unit member and make appropriate remittance for annuities, 403b, 457, credit union, savings bonds, charitable donations,insurance premium share, optional insurance benefits, or any other plans or programs jointly approved by the Union, MEA Financial Services, and the Employer.

ARTICLE 6 - UNION RIGHTS

6.1 Information

The Employer agrees to furnish to the Union in response to reasonable requests for all available information concerning the financial resources of the District, the preliminary budget, and such other public records as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, preparing for grievances and for negotiations. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of all bargaining unit members and compensation paid to them; agendas, minutes, and reports of or to all Employer Board meetings; and census and membership data.

6.2 Use of Facilities

The Union and its representatives shall have the right to conduct Union business on the Employer's property or use the Employer's equipment at times which do not interfere with or interrupt normal operations or the employees' duty time.

6.3 Mail

The Union shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which employees may be assigned. The Union shall have use of the internal delivery system of the Employer, without cost, and the Employer shall provide mailboxes for all employees.

6.4 Union Leave

The Union shall have ten (10) days annually of Union leave time at the Employer's expense. The Union shall access this time with forty-eight (48) hours written notice to the Employer by the Union President.The Association will reimburse the District on a current basis those services paid to the Office of Retirement Services for Association leave time.

6.5 Labor Management Meetings

Labor Management meetings for important matters of mutual concern may be arranged at the request of either party. Such conferences shall be scheduled within ten (10) calendar days of such request. The Labor Management meeting process does not circumvent, supplant, or replace the established grievance process.

6.6 Equipment

The Union as the exclusive representative of employees within the bargaining unit described in this Agreement shall have the right to use and/or have access to Employer facilities and equipment, including but not limited to, computers, FAX, photocopiers, and audiovisual equipment at reasonable times when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE 7 - EMPLOYER RIGHTS

7.1 Rules and Policies

The Union recognizes that the Employer has the responsibility and authority to adopt reasonable rules or policies, to manage and direct, on behalf of the public, operations and activities of Pennfield Public Schools Board of Education to the extent authorized by the laws and the Constitution of the State of Michigan and of the United States.

7.2 Laws

The Employer agrees to enforce, as they pertain to PennfieldSchools, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education, as well as all Federal laws.

7.3 Limitations

The Employer recognizes that this Agreement sets forth limitations on the above-named powers, rights, authorities, duties, and responsibilities, and hereby agrees to be bound by such limitations.

ARTICLE 8 - BARGAINING UNIT MEMBER RIGHTS AND PROTECTIONS

8.1 Right to Organize

Pursuant to the Michigan Public Employment Relations Act, as amended, MCLA 423.201 et.seq.; MSA 17.455(1) et.seq., (PERA), the Employer hereby agrees that every bargaining unit member shall have the right to freely organize, join, and support the Union and to engage in lawful concerted activities for the purposes of collective bargaining or negotiations and other concerted activities for mutual aid and protection. The parties exercising governmental power under color of law of the State of Michigan, the parties undertake and agree that neither will not directly, or indirectly, discourage or

deprive or coerce any bargaining unit member in the enjoyment of any rights conferred by PERA, or other laws of Michigan or the United States of America, or the Constitutions of Michigan and the United States of America; that neither will not discriminate against any bargaining unit member with respect to hours, wages, or any terms or conditions of employment by reason of theirmembership or non-membership in the Union; their participation in any activities of the Union or collective negotiations with the Employer; their institution of any grievance, complaint, or proceeding under this Agreement, or applicable law or regulation, or otherwise with respect to any terms or conditions of employment. No bargaining unit member shall be prevented from wearing insignia, pins, or other identification of membership in the Union at any time by the Employer.

8.2 Individual Rights

Nothing contained within this Agreement shall be construed to deny or restrict any bargaining unit member rights they may have under the Michigan General School Laws or other applicable State or Federal laws or regulations. The rights granted to bargaining unit members hereunder shall be deemed to be in addition to those provided elsewhere.

8.3 Personal Life

The bargaining unit members shall be entitled to full rights of citizenship, and no religious or political activities of any bargaining unit member as long as there is no adverse effect on the school environment or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member. The private and personal life of any bargaining unit member generally is not within the appropriate concern or attention of the Employer. Except in emergencies bargaining unit members will not be required to respond to e-mail, texts, or calls during weekends, holidays, and any other off-duty times unless preapproved.

8.4 Non-Discrimination

The parties agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, religion, color, national origin or ancestry, age, sex, disability, height, weight, sexual orientation, marital status, genetic information, veteran status, place of residence, membership or non-membership in, or association with, activities of any employee organization, or any other legally protected status.

8.5 Discipline and Discharge

No bargaining non-probationary unit member shall be disciplined without just cause. The term "discipline" as used in this Agreement includes warnings; reprimands; suspensions with or without pay; reductions in rank, compensation, or occupational advantage; discharges. Any such discipline of a non-probationary employee, including adverse evaluation of bargaining unit member performance, may use the grievance procedure for appeal, hereinafter set forth, including arbitration. The specific grounds for disciplinary action will be presented to the non-probationary employee in writing to the bargaining unit member and the Union prior to the time discipline is imposed.

Probationary employees may have union representation for any issue including discharge during their probationary period and discipline. Probationary employees may be discharged for any reason during their probationary period.

8.6 Written Discipline

Written warnings or reprimands or suspensions will be given to non-probationary employeesin the form of a formal letter with the full signature of the administrator taking the action. The letter will be delivered only after a meeting has been held at which time the bargaining unit member had an opportunity to be heard. A copy of a written warning or reprimand or suspension shall be given to the bargaining unit member and the Union. Every attempt will be made by the administration to notify the employee of any complaint received within five days of being aware of the said complaint. Any written

discipline will be issued within the constraints of required timeframes as outlined by board policy and state and federal law.

8.7 Response to Discipline

A non-probationary bargaining unit member who files an exception to a written discipline shall not be precluded from also seeking relief through the grievance procedure or other remedy. Such response shall be placed in the bargaining unit member's personnel file, together with a copy of the written disciplinary action issued by the administration and/or Board. A bargaining unit member who files an exception shall not be precluded from also seeking relief through the grievance procedure or other remedy.

8.8 Representation

A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member for up to twenty-four (24) hours when such representative of the Union is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility.

8.9 Discipline System

It is agreed and understood that the following progressive system of discipline shall be followed in disciplining bargaining unit members:

a. Verbal warning by appropriate administrator.
b. Written reprimand by appropriate administrator.
c. Suspension with pay pending a "Just Cause" hearing.
d. Suspension without pay.
e. Dismissal for just cause only.

8.10 Personnel Files

A bargaining unit member will have the right to review the contents of all records of the Employer pertaining to said bargaining unit member originating after initial

employment, and to have a representative of the Union accompany them in such review, and a district representative. Other examinations of a bargaining unit member's file shall be limited to qualified supervisory personnel, except that a non-bargaining unit member Union representative may review such files when necessary for contract administration purposes or to provide the bargaining unit member representation in other administrative or legal proceedings. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

Complaints against the bargaining unit member shall be put in writing with names of the complainants, administrative action taken, and remedy clearly stated. The bargaining unit member may submit a written notation or reply regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. When material is to be placed in a bargaining unit member's file, the affected bargaining unit member shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. If the bargaining unit member believes the evaluative or disciplinary material to be placed in the file is inappropriate or in error, the material will be corrected and/or expunged from the file, whichever is appropriate. All recommendations, written or oral, shall be based solely on the contents of the bargaining unit member's personnel file.

Should an employee's personnel file be requested under the Freedom of Information Act (FOIA) the District will notify the employee of such a request and allow the employee a copy of the requested document prior to fulfilling the FOIA request.

8.11 Adverse Material

All adverse material, including complaints, letters of reprimand, and evaluations, shall be removed from the personnel file two (2) years after their issuance.

8.12 Assault

Any case of assault upon a bargaining unit member and/or a bargaining unit member's property during the course of their work day, shall be promptly reported to the Employer. The Employer shall promptly render appropriate assistance to the bargaining unit memberif by preponderance of evidence shows that the member did not violate Board Policy or the law. The employer shall reimburse any bargaining unit member's clothing or personal property provided such damage or destruction occurred on school premises and was not occasioned by the negligence of the bargaining unit member.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.1 Definition

A grievance is a claim and/or a complaint by a bargaining unit member or a group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

9.2 Hearing Levels

a. Informal Level: When a bargaining unit member(s) or the Union believe(s) a grievable incident has occurred, the affected bargaining unit member(s) or the Union shall request a meeting with the immediate supervisor in an effort to resolve the complaint. The Union shall be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, they may formalize the complaint.

b. Formal Level 1: If a complaint is not resolved in a conference between the affected bargaining unit member(s) and their immediate supervisor, the complaint may be formalized in writing within ten (10) working days of the meeting between the supervisor and the affected bargaining unit member(s). A copy of the grievance shall be sent to the Union and the immediate supervisor. The immediate supervisor shall, within five (5) working days of receipt of the

grievance, render a written decision. A copy of this decision shall be forwarded to the grievant(s) and the Union.

c. Formal Level 2: If the Union is not satisfied with the disposition of the grievance at Level 1 or if no disposition has been made within five (5) working days of receipt of the disposition, the grievance shall be transmitted to the Superintendent. Within seven (7) working days after the grievance has been so submitted, the Superintendent shall meet with the Union on the grievance. The Superintendent shall, within five (5) working days after the conclusion of the meeting, render a written decision thereon with copies to the Union and the grievant(s).

d. Formal Level 3: If the Union is not satisfied with the disposition of the grievance at Level 2 or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, then the arbitrator shall be selected by the American Arbitration Association (AAA) in accordance with its rules which shall likewise govern the arbitration proceeding. Both parties agree to be bound by the award of the arbitrator, and that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer.

9.3 Alternative Selection Process

If the parties agree on an arbitrator outside of the American Arbitration Association process, the hearing and the award shall be governed in accordance with AAA rules.

9.4 Miscellaneous Conditions

a. The term "days" when used in this Article shall mean days that central office is open. Time limits may be extended by mutual written agreement of the parties. Grievances will automatically be placed in abeyance during Thanksgiving,

Winter Holiday, and Spring Breaks, the timeline will resume on the first "day" following the holiday.All Grievance deadlines during Summer Break will be extended to fifteen (15) days.

b. Notwithstanding a grievance filed after the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

c. Grievances filed as Union grievances may, at the option of the Union, be initiated at Formal Level 2 of the grievance procedure.

d. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, they shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in moneyshall be paid to them and their record cleared of any reference to this action.

e. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including but not limited to grievances, the Employer shall permit a Union representative access to and the right to inspect and acquire copies of personnel files and any other files or records of the Employer which pertain to an affected bargaining unit member or any issue in the proceedings in question under the supervision of a district representative. Confidential letters of reference secured from sources outside of the school system shall be excluded from inspection.

f. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

g. If the Union violates the time limits specified herein at any level, the grievance shall be considered dropped. If the Employer violates the time limits specified herein, the grievance shall be moved to the next step in the process

ARTICLE 10 - SCHOOL CLOSURE/DISMISSAL

10.1 School Closing

When an act of God, or an Employer directive, forces the closing of a school or other facility of the Employer, the bargaining unit members shall be excused from reporting to duty without loss of payfor up to six (6) days.

10.2 School Cancellation After Opening

If school is canceled after employees have reported for work or after students have reported, employees shall be dismissed immediately after such cancellation and excused from work without loss of payif there is no other work that could be performed in another building

10.3. Report for Work

Bargaining unit members requested to report for work when a school or other facility is closed under this provision, for emergency reasons such as snow removal, heating/AC system repair, etc., during such condition shall be compensated at their regular hourly rate of pay.

ARTICLE 11 - SUBCONTRACTING

There shall be no subcontracting of bargaining unit work. Bargaining unit work shall be defined as any work that is performed at any facility owned, rented or leased by Pennfield Schools Board of Education, its officers or agents, that falls within the classifications outlined in the Recognition clause of this Agreement.

ARTICLE 12 - NEGOTIATIONS PROCEDURE

12.1 Unforeseen Matters

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

12.2 Negotiations Release Time

When negotiations are conducted during regular work hours, released time shall be provided for the Union's representatives.

12.3 Negotiations

Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

12.4 Agreement

There shall be two (2) signed copies of any final agreement. One (1) copy shall be retained by the Employer and one by the Union.

ARTICLE 13 - WORK YEAR, WORKWEEK, WORKDAY

13.1 Work Year

The work year for all bargaining unit members shall be the full school year with break periods, holidays and vacations as listed in this Agreement.

13.2 Work Week

The work week for all bargaining unit members shall consist of a full week, Monday through Friday, except as may be interrupted by a paid holiday, paid or unpaid leave, or other break pursuant to this Agreement.

13.3 Work Day

The work day for all bargaining unit members shall be the length of the school day. All hours shall be consecutive.

13.4 Alteration

Employees will follow the school calendar start and end times to the work day and may be altered upon agreement between the Association and the District, or unilaterally by the District for act of God days, or emergencies.

13.5 Duty-Free Lunch

All bargaining unit members shall receive a one-half (1/2) hour uninterrupted, duty-free paid lunch period which shall be scheduled approximately mid-shift. Employees requested to work during their lunch period and accept will be paid their hourly wage for such time.

13.6 Emergency Call-In

A minimum of two (2) hours shall be credited to an employee called in for an emergency situation, even if less time is worked by the employee. In such instances, the employee will only be required to deal with the emergency situation and not with other duties. If the emergency time credited is beyond the eight (8) hours already worked in a day, or occurs on a Saturday, Sunday, or holiday, overtime shall be paid in accordance with the provisions of this Article.

13.7 In-Service

All bargaining unit members shall be offered two (2) required in-service training opportunities in conjunction with in-service training scheduled for the instructional staff.

Such training opportunities shall be fully paid by the Employer, and each employee shall be given their regular rate of pay for the hours of the in-service.

13.8 Overtime

a. Overtime Schedule

Each employee who wishes to perform overtime work shall notify the employer of such interest. Overtime shall first be offered to the most senior employee within the building or classification where the overtime is needed. If the most senior employee refuses the overtime, then the work will be offered to the next most senior employee and so on until the overtime rotation list, comprised of all employees wishing overtime in order of seniority, has been completed. The Employer shall move to the next place on the overtime rotation list when new overtime is available.

b. Overtime Pay

Overtime shall be compensated at the rate of time and one-half (1-1/2) of the regular hourly pay for all hours over the employee's regularly scheduled work hours in a week. All overtime on Sundays and holidays shall be compensated at two (2) times the employee's regular hourly pay for all hours worked.

ARTICLE 14 - GENERAL WORKING CONDITIONS

14.1 Unsafe Work

Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees will be given proper safety equipment and instruction in regard to the operation of equipment and the handling and disposal of dangerous substances. Employees will be given adequate and appropriate supplies and equipment, in good repair, to perform their assigned duties. All bargaining Unit Members that work with students with a propensity of violence and or/outbursts will be provided a radio so that they may be able to reach the proper school staff for help as needed and will be required

to keep it charged, and on their person during work hours and responsible for reporting any malfunctions to their supervisor immediately.

14.2 Student Discipline

The Employer shall support and assist bargaining unit members with respect to the maintenance of control and discipline of students in the bargaining unit members' assigned work areas. Bargaining unit members may also use such reasonable physical force with a student as is necessary to protect themselves or another person from attack, physical abuse or injury, or to prevent damage to district property so far as district policy permits. Employees will not be required to restrain students.

14.3 Medication

No bargaining unit member shall be required to dispense or administer medication, or perform diapering or medically related procedures without prior appropriate training.

14.4 Supervision

A bargaining unit member shall be responsible to only the building administrator. In the absence of a building supervisor (principal) and/or department supervisor, or designee, bargaining unit members shall not be held accountable or made responsible for the administration or supervision of the building.

ARTICLE 15 - CONDITIONS OF EMPLOYMENT

15.1 Personal Work

Paraprofessionals shall not be asked or expected to perform non-district work for teachers, administrators, or others.

15.2 Miscellaneous

Newly hired paraprofessionals not able to demonstrate sixty (60) qualifying credit hours will have thirty (30) days to attain a passing ETS score. The District will provide reimbursement forthe first ETS test upon employee providing receipt and verification of a passing score.

ARTICLE 16 - SENIORITY

16.1 Seniority Defined

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, greater seniority is granted to the bargaining unit member's earliest birthdate on the calendar.

16.2 Probation

Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work. The probationary period shall be thirty (30) calendar days.

16.3 Classifications

For purposes of this Agreement, all bargaining unit members shall be placed in one of the same classifications of paraprofessional. Paraprofessional assignments shall include, but not limited to; literacy aides, classroom aides, LRE aides, Title 1 aides, 31A aides, ESL aides, library aides, and general classroom aides.

16.4 Seniority List

The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared within thirty (30) work days after the effective date of this Agreement. Unresolved disputes regarding proper seniority placement shall be subject to the grievance procedure, with revisions and updates prepared and posted annually

thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Union.

16.5 Seniority Lost

Seniority shall be lost by a bargaining unit member upon termination for cause, resignation, retirement or transfer to a non- bargaining unit position.

ARTICLE 17 - VACANCIES, TRANSFERS, AND PROMOTIONS

17.1 Vacancy Defined

A vacancy shall be defined as a newly-created position or a present position that is not filled.

17.2 Vacancy Posting

All vacancies shall be e-mailed to bargaining unit members, and posted in a conspicuous place in each building of the district for a period of ten (10) workdays. Said posting shall contain the following information:

a. Type of work
b. Location of work
c. Starting date
d. Rate of pay
e. Hours to be worked
f. Classification
g. Minimum requirements as reflected in the job description

17.3 Vacancy Notification

Interested bargaining unit members may apply using Applitrack to the Superintendent, or designee, within the ten (10) day posting period. The Employer shall notify bargaining unit members of vacancies occurring during the summer months (June,

July, August) by sending notice of same to each bargaining unit member by school e-mail.

17.4 Award of Vacancies

Vacancies shall be filled with the most senior applicant from within the affected classification. Should no bargaining unit member from the affected classification apply, the vacancy shall then be filled by a qualified applicant from other classifications with the most seniority.

17.5 Selection

The District shall provide the Association President with the following information of newly placed employees; name, position, building, and e-mail address.

17.6 Trial Period

In the event of promotion in or transfer from one classification to another, the bargaining unit member shall be given a thirty (30) workday trial in which to show their ability to perform on the new job. The Employer shall give the promoted or transferred bargaining unit member reasonable assistance to enable them to meet the Employer's standards of the new job. If the bargaining unit member is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected bargaining unit member, the bargaining unit member shall be returned to their previous assignment.

17.7 VoluntaryTransfer Rights

Bargaining unit members shall not suffer any loss of accrued seniority, vacation, holiday or leave benefits due to a voluntary transfer.

17.8 Involuntary Transfers

The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause and shall not suffer any loss of accrued seniority, vacation, holiday or leave benefits.

17.9 Temporary Assumption of Duties

Any bargaining unit member who temporarily assumes the duties of another bargaining unit member will be paid the regular rate for those duties. A bargaining unit member's pay rate shall not be reduced as the result of any temporary change in duties.

17.10 Annual Vacancy Filling Meeting

The employer shall schedule a meeting in August or sooner of each year for displaced or laid off employees transitioning to a new assignment for the upcoming work year due to layoff or when other interested employees wish to bid on vacant positions that the employer intends to fill at the start of the classification's upcoming work year.

ARTICLE 18 - REDUCTION IN PERSONNEL, LAYOFF, AND RECALL

18.1 Layoff Defined

Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds sufficient to avoid such reduction, which is demonstrated by the Employer to the Union or an impartial third party selected pursuant to the grievance procedure set forth in this Agreement.

18.2 Layoff Notice

No bargaining unit member shall be laid off pursuant to a necessary reduction in the work force unless said bargaining unit member shall have been notified of said layoff at least twenty (20) work days prior to the effective date of the layoff.

18.3 Layoff Procedures

In the event of a necessary reduction in work force, the Employer shall first layoff probationary bargaining unit members in the affected classification, then the least senior bargaining unit members in that classification, if qualified. In no case shall a new employee be employed by the Employer while there are laid-off bargaining unit members who are qualified for a vacant or newly-created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

18.4 Recall

Laid-off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified.

Any bargaining unit member who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification, or who within a reasonable amount of time could be trained to perform the work.

Notices of recall shall be sent by first class mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work. It shall be the bargaining unit member's responsibility to keep the Employer notified as to their current mailing address.

A recalled bargaining unit member shall be given ten (10) calendar days from receipt of noticeto notify the Employer of their intent to return to work. The Employer may fill the position on a temporary basis until the recalled bargaining unit member can report for work providing the bargaining unit member reports within the ten (10) day period.

A bargaining unit member who declines recall to full-time work for which they are qualified shall forfeit their seniority rights. Bargaining unit members on layoff shall

accrue seniority during the period of such layoff. Acceptance or refusal of recall to a position which is lower in pay and/or benefits than the position from which the bargaining unit member was laid-off shall not affect their rights to recall to an equivalent position.

18.5 Partial Layoffs

The Employer shall make every effort to maintain all paraprofessional positions at full-time status. If a reduction in the work force is necessary, the Employer shall reduce whole positions and shall not reduce hours among several positions. Whenever possible part-time positions within a building shall be combined to create a full-time position. Should a reduction to part time be necessary the district will notify the President of the Association prior to the reduction. Employees reduced below fifty percent (50%) employment shall be excluded from the contract, but their seniority will continue to accrue in a pro-rated manner. Any reduced employee will be returned to full-time status prior to the hire of new employees unless the position is declined by the reduced employee.

ARTICLE 19 - EXTERNALLY FUNDED AND OTHER PROGRAMS

19.1 State and Federal Programs

Persons employed through funds provided through State or Federal programs shall be treated in all respects as regular bargaining unit members and shall be covered by and comply with all terms and provisions of this Agreement.

19.2 Seniority

Persons employed through State or Federal programs shall be treated the same as all other bargaining unit members in all respects including the length of the probationary period and their seniority dates. In the event of reduction in work force resulting from

lack of work or loss of funds, bargaining unit members shall be laid-off and recalled in accordance with the provisions of this Agreement governing layoffs and recall, and seniority principles shall be strictly adhered to.

ARTICLE 20 - SICK LEAVE

20.1 Sick Leave

At the beginning of each work year, each bargaining unit member shall be credited with ten (10) days of sick leave, the unused portion of which shall accumulate from year to year without limitation. The Employer shall furnish each bargaining unit member with a written statement at the beginning of each school year setting forth the total accumulated sick leave credit for said bargaining unit member.

All employees who work twenty-five (25) hours or more per week shall be entitled to Paid Medical Leave Act (PMLA) provisions.

20.2 Employment-Related Injury

Employees qualifying for worker's compensation leave shall expend their accumulated sick time. Paid leave time must be exhausted prior to unpaid leave time being grantedThe District will follow the Worker's Compensation Law.

Upon return from worker's compensation, the employee shall be guaranteed their former position or a comparable position, if the former position no longer exists.

20.3 Sick Day Usage

The sick leave days may be taken by a bargaining unit member for the following reasons and subject to the following conditions:

a. Personal Illness or Disability - The bargaining unit member may use all or any portion of their leave to recover from their own illness or disability, or for the illness or disability of any member of their immediate family.

b. Medical or Nursing Care - The bargaining unit member may take three (3) days per year to make arrangements for medical or nursing care for a member of their immediate family.

20.4 Immediate Family

Immediate family shall be defined as spouse, child, grandchild, foster child, stepchild, parent, grandparent, stepparent, or anyone who has stood in that relationship to the bargaining unit member.

ARTICLE 21 - OTHER PAID LEAVES

21.1 Personal Business

At the beginning of every contract year, each bargaining unit member shall be credited with two (2) days to be used for the bargaining unit member's personal business. A bargaining unit member planning to use a personal business day, or days, shall notify their supervisor at least two (2) days in advance, except in cases of emergency. Personal business days may also be available for the practice of individual religious preferences. Unused personal business days shall accumulate as sick leave. May not be used prior to or directly following a holiday.

21.2 Judicial Leave

Any bargaining unit member called for jury duty, or who is subpoenaed to testify during work hours in any judicial or administrative matter, including requested

attendance during an arbitration or fact-finding proceeding, shall be paid their full compensation and benefits for such time.

21.3 Armed Services

Uniformed services leave of absence shall be granted to any employee as required by law. Such leave shall follow USERRA regulations and sick leave accumulated before uniformed services leave shall be reinstated if that paraprofessional returns by the start of the next school year after discharge.

Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard shall be paid the difference between their Reserve/Guard pay and the regular pay they would receive from the Employer during any period when the affected bargaining unit member engages in training or other service in the Reserve or National Guard. All benefits shall remain in effect.

21.4 Bereavement Leave

The bargaining unit member shall be granted a maximum of five (5) days of paid leave per death for immediate family members. Immediate family shall be interpreted as spouse, parent, brother, sister, children, grandchildren, father- and mother-in-law, grandparents, and step and foster relationships of the aforementioned. The bargaining unit member may take one (1) paid day per death to attend the funeral aunt, uncle. Unused funeral/bereavement leave shall not be cumulative.

ARTICLE 22 - UNPAID LEAVES

22.1 Leaves of Absence

Leaves of absence without pay for up to two (2) years in duration shall be granted to bargaining unit members upon written request. A request for a leave of absence shall include the reason for the leave, along with anticipated beginning and ending dates of the leave.

22.2 Return from Leave

A bargaining unit member returning from a leave of absence shall be reinstated to the same or similar position they held when the leave began. A bargaining unit member returning from a leave of absence shall be placed at the experience (pay) level they would have been at had they worked during the period.

22.3 Unpaid Leaves

Unpaid leaves of absence may be taken for the following purposes:

a. Military Leave

A military leave of absence shall be granted to an employee who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States, or who shall enlist, volunteer, be called, or otherwise make themself available for active duty in the National Guard or Reserve. The employer shall continue any and all employee benefits for the bargaining unit member's family during any period of active duty. Members of the bargaining unit who are placed on military leave and who subsequently qualify for schooling under the GI Bill shall have their leave extended for a period of one (1) year. Application for such an extension shall be filed within thirty (30) days from the official discharge date and shall be subsequent to proof of registration in an approved program or institution.

b. Union Office

A leave of absence not to exceed four (4) years shall be granted for the purpose of serving as an officer of the Association/Union, or an officer or intern or staff member in its state or national affiliate.

c. Public Service

A leave of absence not to exceed four (4) years shall be granted for the purpose of campaigning for, and/or serving in, a public office.

d. Career Exploration

A leave of absence shall be granted for the purpose of exploring an alternative career.

e. Educational

A leave of absence shall be granted for the purpose of permitting the bargaining unit member to continue their education. Upon return from the leave, the Employer shall reimburse the bargaining unit member for the cost of tuition and fees.

f. Family Leave

A leave of absence shall be granted to any (male or female) bargaining unit member for any of the following purposes:

1. the birth or placement for adoption or foster care of a child;
2. because of a serious health condition of a family member;
3. because of the employee's own serious health condition;
4. the care of a child under age 18.

22.4 Family Leave

Eligible employees will receive leave under the Family Medical Leave Act (FMLA), but any leave for a serious medical condition, whether related to the employee or employee's spouse, child, or parent, will operate concurrently with any other medical leaves that are provided by this Agreement.

The employer shall continue all benefits required by FMLA. The employee must use their paid sick leave, personal leave, and/or vacation leave (or any combination thereof) for all or part of the duration of the leave.

22.5 Definitions

For the purposes of this provision, a child is defined as the biological, adopted, or foster child, or a step child, legal ward, or child of a person standing in loco parentis. A family member is defined as a child, spouse, domestic partner, parent, parent-in-law, stepparent, or grandparent.

ARTICLE 23 - HOLIDAYS

All bargaining unit members shall have the following days off with pay. Pay shall be for the regularly scheduled hours of each bargaining unit member. Should the day off fall on a Saturday or Sunday, either Friday or Monday shall replace that day.

Labor Day

Thanksgiving

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

New Year's Day

Good Friday, or the designated compensatory date for that year.

Memorial Day

ARTICLE 24 - SCHOOL IMPROVEMENT

24.1 School Improvement Committee

Paraprofessionals shall have a representative, appointed by the Union, to the District-wide School Improvement Committee. Service on this committee shall be voluntary.

24.2 Professional Development

Paraprofessionls wishing to attend District provided professional development may do so with the permission of their supervisor. Paraprofessionals attending professional development will be compensated at their hourly rate.

ARTICLE 25 - JOB DESCRIPTIONS

25.1 The Association and the District agree to discuss job descriptions during subsequent contract negotiations.

ARTICLE 26 - COMPENSATION & BENEFITS

26.1 Compensation

Effective upon ratification all paraprofessionals will be compensated in accordance with the salary schedule in Appendix B.

ARTICLE 27

Duration of Agreement

This Agreement shall be effective upon ratification by both sides, and shall continue in effect until the 30th day of July June, 2024.

In witness whereof, the parties hereto have caused this Agreement to be signed by their representatives on this _____ day of _____, 2023.

FOR THE DISTRICT:	FOR THE PENNFIELD EDUCATIONAL PARAPROFESSIONAL ASSOCIATION MEA/NEA:
By_____	By_____
ITS_____	ITS_____
DATE_____	DATE_____

APPENDIX A

GRIEVANCE REPORT FORM

Grievance #_____

Distribution of Form
1. Superintendent
2. Supervisor
3. Union
4. Grievant

Submit to Supervisor in Duplicate

Building	Assignment	Name of Grievant	Date Filed

STEP 1

A. Date Cause of Grievance Occurred:_____

B. 1. Article/Section/Policy

Violated:_____

2. Statement of Grievance:_____

_____

_____

3. Relief

Sought:_____

_____

_____

_____

Signature Date

C. Disposition of Supervisor:_____

_____

_____

_____

Signature of Supervisor Date

(continued on reverse side)

GRIEVANCE REPORT FORM (cont.)

D. Disposition of Grievant and/or Union:_____

_____

_____

_____

Signature Date

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

STEP 2

A. Date Received by Superintendent or Designee:_____

B. Disposition of Superintendent or Designee:_____

_____

_____

_____

Signature Date

C. Position of Grievant and/or Union:_____

_____

_____

_____
Signature Date

STEP 3

A. Date Submitted to Arbitration:_____

B. Disposition and Award of Arbitrator:_____

_____

_____Signature of Arbitrator Date

APPENDIX B

SALARY SCHEDULE

For the 2023-2024 school year paraprofessionals shall be compensated at **$16.50** per hour with the following longevity payment to be made on the final pay of June.

YEARS OF SERVICE	LONGEVITY PAYMENT
5-9 YEARS	**$175.00**
10-15 YEARS	**$375.00**
16-20 YEARS	**$550.00**
21 + YEARS	**$750.00**

NOTES

LETTER OF AGREEMENT

2023-2024 SUMMER PROFESSIONAL DEVELOPMENT & ETS TESTING

This Letter of Agreement **is entered into between PENNFIELD SCHOOLS (the "District") and PENNFIELD EDUCATIONAL PROFESSIONAL ASSOCIATION/MEA/NEA (the "Association"). This Letter of Agreement is a non-precedent setting Agreement between the District and the Association that sunsets June 30, 2024.**

The District and Association agree to the following.

1. Prior to the beginning of the school year, the Employer/Building Supervisor will schedule a PD with Bargaining Unit Members on specific de-escalation training and techniques required by the Employer/Building Supervisor and detailing the proper policies and procedures as to how the Bargaining Unit Members are to manage students' behaviors accordingly. Building Supervisors will also communicate all Student Safety policies and procedures such as fire & tornado drills and inside & outside lockdowns to Bargaining Unit Members in the first week of the school year. The Building Supervisor is responsible to provide this information to all newly hired Bargaining Unit Members upon the start of employment.

2. Current paraprofessionals who do not hold the sixty (60) qualifying credit hours or another state qualifying score will be required to take and pass the ETS assessment as scheduled and paid for by the district no later than August 21st, 2023.

3. This agreement will be effective upon ratification by both the Association and the District. By entering into this Agreement, neither the District nor Association waive any other rights or protections respectively afforded them by the terms of the Collective Bargaining Agreement.

FOR THE DISTRICT:

By: Stephanie Lennen

Its: Superintendent

Dated: August 7, 2023

FOR PENNFIELD EDUCATIONAL PARARPROFESSIONAL ASSOCIATION/MEA/NEA:

By: [signature]

Its: PEPA President

Dated: August 10, 2023