



MASTER AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
ARMADA AREA SCHOOL DISTRICT
ARMADA, MICHIGAN

AND THE

ARMADA AREA SCHOOLS
PARAPROFESSIONALS ASSOCIATION
ARMADA, MICHIGAN

2024-2027

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - BOARD RIGHTS	1
ARTICLE III - ASSOCIATION RIGHTS	1
ARTICLE IV - DUTIES	2
ARTICLE V - WORK SCHEDULE	2
ARTICLE VI - COMPENSATION	2
A. Hourly Pay	2
B. Longevity	2
ARTICLE VII - NEW EMPLOYEES	3
ARTICLE VIII - SENIORITY	3
ARTICLE IX - HOLIDAYS	3
ARTICLE X - PAID TIME OFF	3
ARTICLE XI - PAID LEAVE OF ABSENCE	4
ARTICLE XII MILEAGE - REIMBURSEMENT	4
ARTICLE XIII - HEALTHCARE COVERAGE	4
ARTICLE XIV - GRIEVANCE PROCEDURE	5
GRIEVANCE REPORT	6
AGREEMENT.....	9

MEMORANDUM OF AGREEMENT

PREAMBLE

THIS MEMORANDUM OF AGREEMENT, entered into on the date or dates herein below set forth, by and between the Board of Education of the Armada Area Schools Paraprofessionals ASSOCIATION, hereinafter referred to as the ASSOCIATION.

WITNESSETH; WHEREAS, the BOARD and the ASSOCIATION having completed negotiations and as a result thereof, have agreed to the terms and conditions of employment of all members of the ASSOCIATION and are desirous of hereby confirming and reducing those agreements to memorandum.

NOW THEREFORE, in consideration of these presents, the mutual promises and covenant herein contained, IT IS AGREED AS FOLLOWS;

ARTICLE I - RECOGNITION

- A. The BOARD recognizes the ASSOCIATION as the sole and exclusive bargaining representative for all regular full and part-time paraprofessional personnel.
- B. The term "employee" when used herein shall refer to all members of the ASSOCIATION unless otherwise indicated.
- C. The BOARD agrees not to negotiate with any other paraprofessional organization other than the ASSOCIATION during the term hereof.
- D. The BOARD shall provide upon request a job description of any paraprofessional position not under this agreement.

ARTICLE II - BOARD RIGHTS

- A. The BOARD, on its own behalf of electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities, conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States.

ARTICLE III - ASSOCIATION RIGHTS

- A. The members of the ASSOCIATION shall have the right to participate in professional organizations and to negotiate or bargain collectively with their public employer through a representative of their own choice and shall not be discriminated against as a result of such activities. Members of the ASSOCIATION shall not be discriminated against as a result of instituting a grievance, complaint or proceeding under this Agreement or because he has given testimony or instituted proceedings under the law.
- B. Up to two days per year may be granted with no loss of compensation or leave time for ASSOCIATION business by the officers of the ASSOCIATION.
- C. Employees shall be represented by not less than two (2) representatives who shall be regular EMPLOYEES working in that group. In the absence of one, an alternate will be chosen from the ASSOCIATION to serve.
- D. The ASSOCIATION representatives may be permitted to leave work for the purpose to investigate and/or adjust grievance by permission of the immediate supervisors, not to exceed ten (10) hours per trimester.
- E. Staff Discipline will be conducted per Armada Area School Board Guidelines and any changes to current policy will be provided to Association leadership.

ARTICLE IV – DUTIES

- A. All employees shall properly do and perform any and all functions necessary in and about the fulfilling of their duties and responsibilities as may be set forth and directed by their immediate supervisor.
- B. All employees shall be representatives of the school district and therefore, shall conduct themselves in a manner that is in the best interest of the school district.

ARTICLE V – WORK SCHEDULE

- A. The administration of Armada Area Schools reserves the right to determine hours worked up to a maximum of eight (8) hours per day. Typical hours worked for association members will be 6.5 hours per day during full school days and 3.5 hours worked during half school days.

ARTICLE VI – COMPENSATION

A. Hourly Pay

	<u>Non-BA</u>	<u>BA</u>	<u>MA</u>
Step 1	\$15.00	\$16.00	\$17.00
Step 2	\$15.68	\$16.72	\$17.77
Step 3	\$16.38	\$17.47	\$18.56
Step 4	\$17.12	\$18.26	\$19.40
Step 5	\$17.89	\$19.08	\$20.27
Step 6	\$18.69	\$19.94	\$21.19
Step 7	\$19.53	\$20.84	\$22.14
Step 8	\$20.41	\$21.77	\$23.13

B. Longevity

If an association member reached a longevity threshold during a school year and is still an employee of the district as of the last school day, they will be paid a longevity stipend in June. The date of hire as an instructional aide will be the first date of the longevity timeline.

5 Years	\$500.00
10 Years	\$800.00
15 Years	\$1,170.00
20 Years	\$1,550.00
25 Years	\$1,950.00

ARTICLE VII -- NEW EMPLOYEES

- A. New hires and members will be provided with a printed copy of the contract upon joining the association.

ARTICLE VIII -- SENIORITY

- A. Members of the ASSOCIATION shall receive seniority. Seniority shall be defined as the length of service within the district as a member of the bargaining unit.
- B. Employees who accept a position outside the bargaining unit shall not accumulate additional seniority in the ASSOCIATION bargaining unit but shall retain previously earned seniority as a member of the district.
- C. Seniority shall commence on the date of hire by the BOARD in a position covered by this agreement. A copy of the seniority list and the revised updated list(s) shall be furnished to the ASSOCIATION.
- D. Termination of seniority – An employee’s seniority shall terminate upon the occurrence of any of the following.
1. Voluntary resignation
 2. Discharge for Cause.
 3. Failure to report for work upon recall from layoff.
 4. Retirement
- E. Any Employee whose employment is voluntarily terminated and who is subsequently rehired shall be considered a new Employee for the purposes of seniority accrual.
- F. In the event an ASSOCIATION Position is eliminated or reduced, the ASSOCIATION member affected shall have the right to bump to a position of equal or less status with the lowest seniority member.

ARTICLE IX - HOLIDAYS

- A. Full time Association members will be paid for the following seven holidays:

Labor Day
Thanksgiving Day
The Day after Thanksgiving
Christmas Day
Good Friday
Easter Monday
Memorial Day

- B. Part time Association members will be paid for the following three holidays:

Labor Day
Thanksgiving Day
Memorial Day

ARTICLE X – PAID TIME OFF

- A. Full time employees will receive five (5) paid time off days (a maximum accumulation of 5 days can be rolled over into the next year).
- B. Part time employees will receive two (2) paid time off days.

ARTICLE XI – PAID LEAVE OF ABSENCE

- A. DEATH IN FAMILY – The BOARD shall grant a maximum of five (5) days, if needed, at the discretion of the Superintendent or his designee, for death in the immediate family and these days will not be deducted from the accumulated days. Immediate family, as herein used, shall be limited to child, husband, wife, father, mother, brother, sister, father-in-law, mother-in-law, grandfather, grandmother, daughter-in-law, son-in-law, grandchildren and those residing in the immediate household. One day may be granted upon approval of the Superintendent for attending the funeral of other relatives or close friends.
- B. SNOW DAYS – When school is declared closed due to inclement weather, heating problems, road conditions, or other situations the ASSOCIATION member has no control over, ASSOCIATION employees will not be required to work and will be paid for the day unless the day is scheduled for make-up as per the teacher’s contract and the make-up of the day extends the regular work year of the employee. In that instance, the member will not be paid for the snow day but will be paid for the make-up day. Full time employees will be paid up to six (6) snow days and part time employees will be paid up to three (3) snow days.
- C. JURY DUTY OR LEAVE BECAUSE OF SUBPOENA – Absence for jury duty service by an employee is recognized by the BOARD as approved leave and will not be chargeable to accumulated sick leave. The employer agrees to pay the difference between jury payment and employee’s regular wage.
- Absence for court subpoena by an employee is recognized by the Board as an approved leave and will not be chargeable to accumulated sick leave or business days, provided the employee is not a party to the action and/or is not testifying against the district. The employer agrees to pay the difference between the witness fees and the employee’s regular daily rate.
- D. LETTER OF AGREEMENT – The Armada Area Schools Paraprofessionals ASSOCIATION and the Board of Education agrees that the Superintendent will consider on a case by case basis the need to release ASSOCIATION members from their duties for illness without loss of pay when such illness is reasonably determined to be a result of exposure to students.
- E. All leaves will be granted in accordance with the Family and Medical Leave Act (FMLA) and BOARD policy where applicable.

ARTICLE XII – MILEAGE – REIMBURSEMENT

- A. Employees required in the course of their employment to drive personal automobiles on school business which has been approved by the Superintendent or the designee shall be paid a car allowance under current IRS rate per mile.

ARTICLE XIII – HEALTHCARE COVERAGE

Full-time association members (6.5 hours or more per day on all full school days) will be eligible for single health (HSA ABC Plan 1 with \$1,600 deductible – subject to change by law), dental, vision, life (\$80,000), AD & D , and LTD coverage. State law requires employees to pay 20% of medical costs. Association members opting out of medical insurance will receive a \$750.00 cash in lieu in June each school year.

ARTICLE XIV – GRIEVANCE PROCEDURE

- A. A grievance is a matter involving the violation of a specific Article or Section of this agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedures outlined in the Article:
 - 1. The termination of services of any probationary employee.
 - 2. Any complaint for which there is another remedial procedure or form established by law or regulation having the force of law.
- C. If the employee or ASSOCIATION does not process the alleged grievance with the appropriate supervisor at level 1 within ten (10) school days following the date on which the alleged grievance occurred, then the grievance shall be considered waived.

D. PROCEDURE

Level 1 - The aggrieved employee or the ASSOCIATION shall discuss the alleged grievance with their immediate supervisor in an informal manner. The said supervisor shall have five (5) days in which to resolve the problem.

Level 2 – Within five (5) school days of the receipt of the decision of said supervisor, the aggrieved employee or the ASSOCIATION may appeal in writing, and shall specify the section of the Agreement allegedly violated, the reasons for the appeal and the remedy requested. Within (10) school days after the receipt of the appeal, the Superintendent or the designee shall render their decision.

A committee composed of the President and the Secretary of the ASSOCIATION and the Superintendent of Schools and a member of the Board, or their respective designated representatives, shall be formed for the purpose of formalizing hearing procedures and intermediate mediation before going on to Level 3 (Board hearing), or “Formal Board Hearing”.

Level 3 – Within five (5) school days of the receipt of the written decision of the Superintendent or the designee, the aggrieved employee or the ASSOCIATION may appeal the decision to the Board of Education. The appeal shall be in writing and contain the same wording as the grievance filed with the Superintendent or the designee and shall contain the reason for the appeal.

GRIEVANCE REPORT

GRIEVANCE REPORT

ARMADA AREA SCHOOL PARAPROFESSIONALS ASSOCIATION

GRIEVANCE # _____

DATE FILED _____

Building

Name of Grievant

LEVEL I

Informal discussion with immediate supervisor proceeds formal Level II.

LEVEL II

A. Date of alleged violation occurred:

B. Statement of grievance:

C. Section or subsection of Master Agreement alleged to be violated:

D. Relief sought:

Signature - Title

Date

E. Date received by Superintendent:

F. Disposition by the Superintendent:

Signature - Title

Date

G. Position of the ASSOCIATION:

Signature - Title

Date

LEVEL III

A. Date received by the Board of Education:

B. Disposition by the Board of Education:

Signature - Title

Date

C. Position of the ASSOCIATION:

Signature - Title

Date

AGREEMENT

This Agreement shall take effect July 1, 2024 and shall continue in full force and effect until 11:59 p.m. June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, by and through their duty authorized representatives on the date or dates set opposite their names.

BOARD OF EDUCATION
Armada Area School District

Dated 8/20/24

Shawn Wynn
President

Dated 8/20/24

[Signature]
Secretary

ARMADA AREA SCHOOLS
PARAPROFESSIONALS ASSOCIATION

Dated 8/21/24

Christy [Signature]
President

Dated _____

Vice-President

Dated _____

Secretary