

8/26/94
e

new

1990-1994

MASTER AGREEMENT

between the

St. Joseph County Intermediate School District

and the

Southwestern Michigan Education Association

RECEIVED
NOV 1 9 1990
RESEARCH DEPT.

St. Joseph County Intermediate School District

1990-1994

MASTER AGREEMENT

between the

St. Joseph County Intermediate School District

and the

Southwestern Michigan Education Association

RECEIVED
NOV 19 1990
RESEARCH DEPT.

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

TABLE OF CONTENTS

<u>Article</u>		<u>Pages</u>
	Agreement	1
1	Purpose	1
2	Recognition	1
3	Board Rights	2
4	Association Rights	3
5	Working Conditions	4
6	Bargaining Unit Member Rights and Protection	5
7	Vacancies, Transfers, and Promotions	6
8	Work Year, Work Week, Work Day	7
9	Seniority	7
10	Layoff and Recall	8
11	Job Description	10
12	Sick Leave	10
13	Other Paid Leaves	11
14	Bargaining Unit Member Evaluations	12
15	Grievance Procedure	13
16	Payroll Deduction	15
17	Miscellaneous Provisions	15
18	Maintenance of Standards	15
19	Separability	16
20	Continuity of Operation	16
21	Duration of Agreement	17

SCHEDULES

Schedule A	Basic Compensation	18
	1990-91 Salary Schedule	19
	1991-92 Salary Schedule	20
	1992-93 Salary Schedule	21
	1993-94 Salary Schedule	22
Schedule B	Insurance Benefits	23

TABLE OF CONTENTS

Page		Article
1	Agreement	
2	Employer	1
3	Recognition	2
4	Board Rights	3
5	Association Rights	4
6	Working Conditions	5
7	Resolving Unit Member Rights and Recognition	6
8	Unfair Labor Practices and Grievances	7
9	Work Year, Work Week, Work Day	8
10	Seniority	9
11	Payroll and Local	10
12	Job Description	11
13	Classification	12
14	Other Paid Leave	13
15	Resolving Unit Member Evaluations	14
16	Employee Records	15
17	Special Provisions	16
18	Miscellaneous Provisions	17
19	Maintenance of Standards	18
20	Separability	19
21	Entirety of Agreement	20
22	Duration of Agreement	21

SCHEDULE

Page		Schedule
23	Basic Compensation	Appendix A
24	1990-91 Salary Schedule	
25	1991-92 Salary Schedule	
26	1992-93 Salary Schedule	
27	1993-94 Salary Schedule	
28	1994-95 Salary Schedule	
29	Insurance Benefits	Schedule B

PROPOSED DOCUMENT

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made as of the date hereinafter set forth by and between the ST. JOSEPH COUNTY INTERMEDIATE SCHOOL DISTRICT, St. Joseph County, Michigan, acting by and through its Board of Education (hereinafter called the "Employer") and the SOUTHWESTERN MICHIGAN EDUCATION ASSOCIATION, (hereinafter called the "SMEA"), representing the bargaining unit called the MICHIGAN EDUCATION ASSISTANTS ASSOCIATION, (hereinafter called the "Association" or "MEAA").

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

ARTICLE 1

PURPOSE

1.1 **Purpose.** The general purpose of this agreement is to set forth terms and conditions of employment and to promote an orderly and positive relationship between the Employer and the Association.

ARTICLE 2

RECOGNITION

The Southwestern Michigan Education Association (SMEA) has been certified by the Michigan Employment Relations Commission as the collective bargaining representative for the bargaining unit called the Michigan Education Assistants Association (MEAA). The SMEA has designated MEAA as its representative for the purpose of contract administration. The Employer recognizes the Association as the sole and exclusive collective bargaining representative of ALL FULL-TIME AND PART-TIME TEACHER ASSISTANTS employed by the St. Joseph County Intermediate School District for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

ARTICLE 3

BOARD RIGHTS

3.1 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights and authority and the exercise thereof conferred upon and vested in it by the Laws and the Constitution of the State of Michigan, and of the United States. Such rights shall include, by the way of illustration, the right to:

- A. Administer and control the district's facilities and equipment, and direct the operations of the district.
- B. Make assignments, direct the work of all its personnel, and determine the hours of service and starting times.
- C. Establish or modify any conditions of employment except those covered by provisions of this Master Agreement.
- D. Determine and provide the services, equipment and supplies necessary to continue its operation. The Board reserves the right to sub-contract certain services of the district. Any sub-contracting of services will not be done to replace any currently employed staff member or any staff member on layoff. An individual employee and/or the Association shall be given the opportunity to express as to the provision of such services, supplies and equipment prior to a recommendation to the Board.
- E. Adopt rules and regulations.
- F. Determine and specify the qualifications of employees.
- G. Determine the number and location or relocation of its facilities.
- H. Determine the financial policies, including all accounting procedures.

ARTICLE 4 ASSOCIATION RIGHTS

4.1 The "Association" and its representatives shall have the right to use Employer buildings at all reasonable hours for meetings, provided that when special custodial service is required, the Employer may make a reasonable charge therefore. No charge shall be made for use of instructional rooms before the commencement of the scheduled workday or until 6:00 p.m.

4.2 Duly authorized representatives of the Association and its respective affiliates shall be permitted to transact official Association business on Employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations.

4.3 The Association as the exclusive representative of employees within the bargaining unit described in this Agreement may request to use and/or have access to Employer facilities and equipment, including typewriters, mimeographing machines, copy machines, and audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

4.4 The Association shall have the right to post notices of activities and matters of Association concern on a designated bulletin board, one provided in each building or facility to which bargaining unit members may be assigned. The Association may use the internal document delivery service of the Employer, without U.S. postage, and employee mail boxes for communication to bargaining unit members.

4.5 The Employer agrees to furnish to the Association in response to reasonable requests all available information concerning its financial resources and expenditures, including but not limited to: Annual financial reports and audits; names and addresses, seniority and experience credit of all bargaining unit members; compensation paid thereto and educational background; all budgetary information and allocations; agendas, minutes and reports of all Employer Board meetings; census and membership data; and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs or proposals on behalf of the bargaining unit members.

4.6 At the beginning of every school year, the Association shall be credited with a total of five (5) days to be used by unit members who are officers or agents of the Association; provided, however that the Association shall reimburse the Board for substitutes, if needed, at the current substitute rate for days used over three (3). The Association President agrees to notify the Board in writing no less than forty-eight (48) hours in advance of taking such leave identifying the individual to be on leave. The Association shall reimburse on current basis the Employer 100 percent of the amounts paid to Michigan Public School Employees Retirement System (MPERS) which relate to the time a member is on Association leave.

ARTICLE 5 WORKING CONDITIONS

5.1 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. The Employer shall provide adequate lounge and restrooms for bargaining unit members' use at school. Work sites off the school grounds will be surveyed and appropriate accommodations made prior to assignment of staff.

5.2 Bargaining unit members may use such physical force with a student as is necessary to protect themselves or other staff members as allowed and permitted by State Statute.

5.3 Bargaining unit members shall be reimbursed at the current IRS rate for any mileage while conducting school business in their own vehicles.

5.4 The Employer shall provide without cost to the bargaining unit member first aid kits which may include rubber gloves, goggles, shields and emergency first aid items. Additional safety equipment may be requested of the Employer as the situations may deem necessary.

5.5 The District may provide inservice training sessions for members of the bargaining unit. Such sessions shall be held at reasonable times, with input on inservice topics from bargaining unit members.

ARTICLE 6

BARGAINING UNIT MEMBER RIGHTS AND PROTECTION

6.1 Nothing contained in this Agreement shall be construed to deny or restrict to any bargaining unit member rights he/she 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.

6.2 The bargaining unit members shall be entitled to full rights of citizenship and no religious or political activities of any bargaining unit member or lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such bargaining unit member.

6.3 The Employer agrees that it will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or handicap, or place of residence.

6.4 No bargaining unit member shall be disciplined without reasonable and just cause.

6.5 A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer.

6.6 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 Association accompany him/her in such review. Other examination of a bargaining unit member's file shall be limited to qualified supervisory personnel.

6.7 No material, including but not limited to student, parental or school personnel complaints originating after initial employment will be placed in a bargaining unit member's personnel file unless the bargaining unit member has had an opportunity to review the material. 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.

ARTICLE 7

VACANCIES , TRANSFERS, AND PROMOTIONS

7.1 A vacancy is a position previously held by an employee or a newly created position.

7.2 All vacancies shall be posted on the designated bulletin boards in each building of the District for a period of at least five (5) 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) Minimum requirements
- (g) Application deadline

7.3 Interested bargaining unit members may apply in writing to the superintendent, or designee, within the posting period. The Employer shall notify the president of the bargaining unit of vacancies occurring during the summer months (June, July, August) by U.S. mail, to his/her last known address and the posting period shall be extended for such vacancies.

7.4 Vacancies shall be filled from within the bargaining unit on the basis of ability, qualifications, and bargaining unit seniority. The employee shall have the qualifications and skills necessary to perform the duties of the vacant position and shall have performed satisfactorily in his/her present position.

7.5 Within ten (10) workdays after the position has been filled, each applicant shall be so notified in writing. The Association President will be notified as to which applicant has been hired.

7.6 Prior to assigning a transfer, the Employer will meet with the bargaining unit member affected by the transfer for his/her input and reaction to such a move.

7.7 Bargaining unit members shall not be placed on a lower step wage scale due to transfers.

7.8 The parties agree that involuntary transfers of bargaining unit members are to be effected only for reasonable and just cause.

ARTICLE 8

WORK YEAR, WORK WEEK, WORK DAY

8.1 The normal work year for bargaining unit members shall be 183 days.

8.11 Full-Time Employees. The normal work day for full-time employees shall be six and one-half (6 1/2) hours. The normal work week shall be thirty-two and one-half (32 1/2) hours.

8.12 Part-Time Employees. A part-time employee is one who is scheduled to work less than six and one-half (6 1/2) hours per day. The work day hours shall be arranged by the employee's supervisor.

8.13 Probationary Employee. An employee who is employed to fill a full-time or part-time position for a trial period of ninety days (90) days. At the close of this probationary period, the supervisor, Building Principal, shall review an evaluation with the probationary employee, and indicate whether or not s/he is going to recommend her/his continued employment.

8.14 Substitute Employee. An employee who is employed to fill a full-time or part-time position on a per diem basis while the regular employee is absent or on approved leave.

8.2 Paid Holidays shall be Labor Day, Thanksgiving Day, Christmas Day, New Years Day, and Memorial Day, and 4th of July.

ARTICLE 9

SENIORITY

9.1 Seniority shall be defined as the length of service within the district. Accumulation of seniority shall begin from the bargaining unit member's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual bargaining unit member has the same starting date of work, position on the seniority list shall be determined by the day they were notified they were employed.

9.2 Part-time bargaining unit members shall accrue seniority on a pro rata basis. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their established employment date.

9.3 The Employer shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within sixty (60) work days after the effective date of the Agreement with revisions and updates prepared and posted semi-annually thereafter. A copy of the seniority list and subsequent revisions shall be furnished to the Association President.

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

ARTICLE 10

LAYOFF AND RECALL

10.1 Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to a lack of funds or program reduction.

10.2 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 thirty (30) days prior to the effective date of layoff.

10.3 In the event of a necessary reduction in work force, the employer shall first lay off probationary employees, then the least senior employees. In no case shall a new employee be employed by the Employer while there are laid off employees who are qualified for a vacant or newly-created position.

10.4 Employees whose positions have been eliminated due to reduction in work force or who have been affected by layoff shall have the right to assume a position for which they are qualified, which is held by a less senior employee.

10.5 In the event of a reduction in the work hours, bargaining unit members with the greater seniority may use same to maintain his/her normal work schedule by displacing bargaining unit members with less seniority on the work schedule. No reduction in work force or hours shall result in the elimination of full time positions when two or more part time positions exist. In no case shall a reduction of any bargaining unit member's work hours take effect until five (5) workdays after written notice to the affected bargaining unit member(s) is given by the Employer.

10.6 A laid off bargaining unit member shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority. Laid off bargaining unit members may continue their health, dental, vision and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits according to insurance policy regulations.

10.7 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.

10.8 Notices of recall shall be sent by certified or registered 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 his/her current mailing address.

10.9 A recalled bargaining unit member shall be given five (5) calendar days from receipt of notice, excluding Saturday, Sunday, and holidays, to report 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 five (5) day period.

10.10 Bargaining unit members recalled to full-time work for which they are qualified are obligated to take said work. A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights.

10.11 For the purposes of this Article, qualified shall be defined as meeting the requirements as established by the Board of Education.

ARTICLE 11

10.12 Employees on layoff shall retain their rights to recall for a period of one (1) year. Any employee on layoff for more than one year shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 12

SICK LEAVE

ARTICLE 11

JOB DESCRIPTION

11.1 A job description for teacher assistants will be developed within ninety (90) days after ratification of this Agreement. Said description shall be developed jointly by the Employer and the Association. The descriptions shall be distributed to all current bargaining unit members and to all new bargaining unit members when hired by the District. The descriptions will include at a minimum:

- (a) Job Title and Description
- (b) Minimum requirements
- (c) A specific statement of required tasks and responsibilities

11.2 The basic compensation of each bargaining unit member shall be as set forth in the Schedule "A".

11.3 The adopted Intermediate School District calendar will be followed for performance of regular responsibilities as assigned except for those employees who may be employed to work additional days.

10.31 Holidays and vacation periods will be the same as certified staff.

10.32 It is the responsibility of the teacher assistant to report to work on snow days unless otherwise indicated by the Administration.

ARTICLE 12

SICK LEAVE

12.1 Sick leave will be granted at the rate of one (1) day per month of employment not to exceed ten (10) days per year. It shall be cumulative not to exceed fifty (50) days. Proper call on procedures shall be utilized in the event of an illness or injury. Medical verification of injury or illness may be required by the administration. Improper utilization of sick leave is potential grounds for being "on leave without pay", and may also be grounds for dismissal.

12.2 Absences ordered and approved by the Employer due to student caused infestation incurred in the course of the bargaining unit member's employment shall not be charged against the bargaining unit member's sick leave days.

12.3 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 his/her leave up to thirty (30) days to recover from his/her own illness or disability.
- (b) **Illness in the Immediate Family.** The bargaining unit member may take a maximum of five (5) days per year for illness for members of his/her immediate family. Immediate family" shall be defined as husband, wife, mother, father, and children.

This may be extended for a major illness at the discretion of the employer after consideration of the circumstances. Illness in the immediate family shall be deducted from the employee's sick leave cumulation.

ARTICLE 13

OTHER PAID LEAVES

13.1 At the beginning of every school year, each bargaining unit member shall be credited with one (1) paid and one (1) unpaid day 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 his/her supervisor at least five (5) day in advance, except in cases of emergency. Personal business days shall be available for the practice of individual religious preferences.

13.2 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 the difference between her/his full salary and the remuneration for such services.

13.3 Bargaining unit members may request to attend a workshop or professional development inservice program with pay. Such requests should be submitted to the Building Principal at least five (5) days in advance. A teacher assistant attending such professional inservice workshops may request reimbursement for actual expenses incurred.

13.4 The bargaining unit member shall be granted a maximum of four (4) days paid leave per death for immediate family members. Immediate family shall be interpreted as husband, wife, mother, father, children. This may be extended at the discretion of the employer after consideration of the circumstances.

13.5 Bargaining unit members realize that absences without leave (leave without permission) will result in dock of pay, and can be grounds for dismissal.

ARTICLE 14

BARGAINING UNIT MEMBER EVALUATIONS

14.1 An evaluation procedure shall be developed by the Administration in consultation with representatives of the bargaining unit.

14.2 All evaluations shall be reduced to writing and a copy given to the bargaining unit member within ten (10) days of the evaluation. If the building principal believes a bargaining unit member is doing unacceptable work, the reasons therefore shall be set forth in specific terms as an identification of the specific ways in which the bargaining unit member is to improve, and of the assistance to be given by the Employer towards that improvement.

14.3 Following each formal evaluation, which shall include a conference with the evaluator, the bargaining unit member shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the bargaining unit member's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation. A bargaining unit member may submit additional comments to the written evaluation if he/she so desires. All written evaluations are to be placed in the bargaining unit member's personnel file.

14.4 In the event a bargaining unit member is not continued in employment, the Employer will advise the bargaining unit member of the specific reasons. The Association President will be notified of the employee termination.

ARTICLE 15

GRIEVANCE PROCEDURE

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Bargaining Unit Members and the Association. The Employer and the Association further recognize the mutual benefits of just and expeditious resolution of disputes which may arise as to proper interpretation and implementation of this Agreement and accordingly, have included herein a grievance procedure for the effective processing and resolution of such disputes.

15.1 DEFINITION

A claim by a bargaining unit member or the Association that there has been a violation, of this contract may be processed as a grievance as hereinafter provided.

Grievance procedure shall not apply to: (1) dismissal of any probationary employee, (2) member evaluations, (3) assignment of staff, (4) and any provision of this Agreement which contain an express exclusion from this procedure.

15.2 HEARING LEVELS

15.21 INFORMAL LEVEL

In the event that a unit member or the Association believe a grievable incident has occurred, the member of the Association shall request a meeting with the supervisor involved within ten (10) school days of the occurrence of such grievable incident. If the grievant is dissatisfied with the result of the meeting with the supervisor the claim may be formalized in writing as provided in Level I.

15.22 FORMAL LEVEL 1

If the claim to a violation of this contract is not resolved at the informal level, a formalized grievance may be submitted, 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 Superintendent. Within ten (10) working days of the receipt of the grievance, a written decision shall be forwarded to the grievant(s) and the Association President.

The written grievance shall include:

1. Signature and date of grievant.
2. Date of alleged violation.
3. Specific facts upon which grievance is based.
4. Cite the Article and Section of Contract of alleged violation.
5. Specific relief requested.

15.23 FORMAL LEVEL 2

If the grievance has not been settled at Level 1 and the grievant wishes to appeal, such request to appeal shall be made to the Superintendent in writing within five (5) working days after receipt of the written decision at Level 1.

The Board of Education or its designee shall review the grievance at its next regularly scheduled Board Meeting. Such meeting will be public at the request of the grievant.

A written decision shall be given by the Board or its designee within ten (10) working days after the date of the review meeting.

15.24 FORMAL LEVEL 3

Either the Board of Education or the Association has the right to submit grievance to arbitration if resolution is not reached at Level II. The following procedures shall be followed:

1. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules and which shall likewise govern the arbitration proceedings.
2. At the request of either or both parties, the grievance shall be submitted to final and binding arbitration, subject to the right of either party to contest arbitrability.
3. Evidence, not previously disclosed, shall not be permitted.
4. Each party shall share equally in expenses associated with arbitration of this grievance.
5. Power of the Arbitrator:
 - A. Shall only render a decision on the alleged Agreement violation.
 - B. Shall not alter nor modify terms of this agreement.
 - C. Shall not render a decision nor rule on any provision expressly excluded from the grievance procedure.

ARTICLE 16

PAYROLL DEDUCTION

16.1 **Association Members.** Bargaining unit members joining the Association shall pay dues to the Association in accordance with its policies and procedures.

16.2 **Service Fee Payers.** Bargaining unit members not joining the Association shall pay a Service Fee to the Association as determined in accordance with the MEA Policy and Procedures Regarding Objections to Political-Ideological Expenditures. The remedies set forth in this policy shall be exclusive, and unless and until the procedures set forth therein have been availed of and exhausted, all other administrative and judicial procedures shall be barred.

16.3 **Payroll Deduction.** Upon written authorization by a bargaining unit member or pursuant to paragraph 16.2, the Employer will deduct the appropriate amount of dues or service fees from the bargaining unit member's wages. The deduction will be made in equal amounts from the paychecks of the bargaining unit member beginning with the first pay following receipt of the written authorization from the bargaining unit member or the Association and continuing through the last pay period in June of each year. Moneys so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

16.4 Upon appropriate written authorization from the bargaining unit member, the Employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for MEFSA's MEA-sponsored programs (tax-deferred annuities), MESSA programs not fully Employer-paid, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs approved by the Employer.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 Copies of this Agreement shall be duplicated by the Board of Education and provided to each member of the bargaining unit.

17.2 Wherever applicable in this Master Agreement, the term "working days" or "work days" shall be defined as regularly scheduled work days during the school year and days that the administration offices are open for business during the summer.

ARTICLE 18

MAINTENANCE OF STANDARDS

18.1 All terms and conditions of employment, including wages, hours of work, extra compensation for duties outside regular hours of work, relief periods, leaves, and general employment conditions of all bargaining unit members/positions shall be maintained at not less than the highest minimum standards in effect for such bargaining unit member/position at the time this Agreement is signed forward. Although this Agreement shall not be interpreted or applied to deprive bargaining unit members of professional or occupational advantages heretofore enjoyed, conditions which are improved for the benefit of the bargaining unit members shall be implemented as required by the provisions of this Agreement.

ARTICLE 19

SEPARABILITY

19.1 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

19.2 It is further agreed that within thirty (30) working days of notification of a final and binding determination of such illegality, the Employer and Association will commence negotiations to reach a new agreement concerning the subject matter of the provision determined to be illegal.

ARTICLE 20

CONTINUITY OF OPERATION

In the best interest of serving impaired children within St. Joseph County Intermediate School District, the Association and the Board subscribe to the philosophy that differences shall be resolved by peaceful and appropriate means through the negotiating process without interruption of the educational program.

Accordingly, the Association and each member agrees that during the term of the Agreement, they will not direct, instigate, participate in, encourage or support any strike against the Board or any withholding of service by any employee or group of employees.

The Board of Education shall have the right to reschedule and require members to make up, at the end of the year, all work time lost due to circumstances beyond the Board's control, except those snow days allowed by the State Board of Education, rule or law.

ARTICLE 21

DURATION

21.1 This Agreement shall be effective as of August 27, 1990 and shall continue in effect until August 26, 1994.

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

ASSOCIATION

EMPLOYER

BY _____
President

BY _____
President

BY _____
Uniserv Director

BY _____
Secretary

SCHEDULE A

SALARY SCHEDULE

A. BASIC COMPENSATION:

The basic compensation shall be as set forth on Schedule "A". There shall be no deviation from said compensation rates during the life of this agreement.

B. SUPPLEMENTS TO THE SALARY SCHEDULE:

- A. Regular full time and part time Teacher Assistants who serve as substitutes during the Summer School session shall substitute at a rate equal to their full time rate of pay.
- B. A teacher assistant that submits satisfactory evidence of having completed two years, sixty semester hours (60) of relevant pre-approved college credit or combination of college credit and state approved C.E.U. will receive an additional amount of twenty-five cents (.25) per hour to the hourly rate of pay. This benefit is available to full-time teacher assistants only. From this point on, anyone who has two (2) years of credit will be considered approved upon submitting evidence and proof of relevant course work. The decision of non approval of hours is not grievable.
- C. Teacher assistants certified in water safety and/or instruction shall receive an additional amount of two hundred fifty dollars (\$250.00) if assigned as a swimming assistant.

SALARY SCHEDULE

<u>LEVEL</u>	<u>1990-91 SALARY</u>	<u>1991-92 SALARY</u>	<u>1992-93 SALARY</u>	<u>1993-94 SALARY</u>
0	\$ 7,585	\$ 7,953	\$ 8,373	\$ 8,792
1	\$ 8,200	\$ 8,571	\$ 8,991	\$ 9,441
2	\$ 8,867	\$ 9,238	\$ 9,658	\$ 10,141
3	\$ 9,498	\$ 9,868	\$ 10,288	\$ 10,802
4	\$ 10,140	\$ 10,510	\$ 10,930	\$ 11,476
5	\$ 10,769	\$ 11,140	\$ 11,560	\$ 12,138
6	\$ 11,436	\$ 11,807	\$ 12,227	\$ 12,838

Teacher Aides who are off schedule will receive a 4.91 % increase in salary over the previous school year, each year of this four (4) year contract.

SCHEDULE B

INSURANCE BENEFITS

- A. **HEALTH INSURANCE:** St. Joseph County Intermediate School District will provide MESSA Super Care I as follows:

INSURED	MONTHLY PREMIUM CONTRIBUTION			
	1990/91	1991/92	1992/93	1993/94
Individual	100%	100%	100%	100%
Individual & Spouse or Child	100%	100%	100%	100%
Full Family	100%	100%	100%	100%

The District agrees to pay for the 50/100 deductible.

Half-time employees may opt to take the health insurance on a prorata basis.

Full-time teacher assistants that choose not to take the health insurance may take any of the options available under MESSA Super Care I in an amount not to exceed one hundred dollars (\$100.00) per month,

(or)

A teacher assistant may choose not to take health insurance benefits and receive one hundred dollars (\$100.00) per month insurance allowance. This option is only available to teacher assistants that submit proof of health insurance coverage from another source (covered under spouse's policy, etc.)

- B. **DISABILITY INSURANCE:** Disability coverage will be provided by the district, provided the employee is eligible for such coverage, currently working a minimum of twenty-five (25) hours per week.

- C. **DENTAL INSURANCE:** The district will provide full family dental insurance.

- D. **VISION INSURANCE:** The district will provide full family vision insurance.