

6/30/95

AGREEMENT

BETWEEN

**BOARD OF EDUCATION
INTERMEDIATE SCHOOL DISTRICT
ST. CLAIR COUNTY**

AND

**LOCAL 516 M
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO**

TEACHER AIDES

**July 01, 1992
through
June 30, 1995**

St. Clair County Intermediate School District

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WITNESSETH

This agreement entered into this 10th day of May, 1993, by and between the Board of Education of the Intermediate School District of St. Clair County, Michigan, hereinafter call the "Board", and Local 516M, Service Employees International Union, AFL-CIO, hereinafter called the "Union".

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and Laws of the United States.

"If no notice of termination or modification is given by either party as provided for herein, then this agreement shall automatically continue in full force and effect from year to year".

"Notice of termination or modification shall be given in writing, by either party, at least 30 calendar days prior to the expiration of the current agreement or any successor agreement".

ARTICLE I

Recognition

Section 1

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed full and part-time Special Education teacher aides, but not to include cooks, cook-drivers, programs assistants, drivers, driver aides, or curriculum aides. For the purposes of this section a part-time aide is one who is employed fifteen (15) hours or more per week.

Section 2

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this agreement. The Board agrees to renegotiate any provision of this agreement which may be found contrary to law.

Section 3

Non-bargaining unit employees other than probationary employees and substitutes shall not be permitted to perform work within the bargaining unit, except in the case of an emergency arising out of an unforeseen circumstance which calls for immediate action, and the instruction or training of employees. Nothing contained in this section is to be construed as limiting the use of volunteers in the Developmental Center. Volunteers shall not be used to eliminate present positions.

ARTICLE II

Union Security

Section 1

Employees covered by this agreement, at the time it becomes effective, and who are members of the Union at that time, shall, as a condition of continued employment, continue membership in the Union for the duration of this agreement or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments.

Section 2

All future regularly employed full and part-time special education teacher-aides, but not including cooks, cook-drivers, summer aides, program assistants, drivers, driver-aides,

curriculum aides and health care aides, as a condition of continued employment, shall either become members of the Union or shall pay to the Union an amount of money equal to the Union's regular and usual monthly dues but excluding initiation fees and other assessments. This requirement becomes effective after 31 calendar days of employment. Act of God days, holidays and vacation days shall not be interpreted as an interruption of employment.

Section 3

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Sections 1, 2 and 3, of Article II of this agreement.

ARTICLE III

Financial Responsibility

Section 1

The payroll deduction of membership dues, including summer dues and non-member assessments, but excluding initiation fees and other assessments of the Union, shall be deducted in equal amounts from the first two pays of each month from September through June. The Union agrees to supply the Business Office with properly signed voluntary deduction cards which state the monthly amount of dues or assessment. As changes occur, the Union shall notify the Business Office and submit a properly signed voluntary deduction card, if appropriate. The amount deducted from employees shall be forwarded to the Union within ten (10) working days from the date of the second pay. The Business Office will supply the Union with a listing of the deduction and send the listing with the check to the Union. The Business Office will provide a list of current paid Union members to the local chair person and treasurer.

Section 2

The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section I of Article III of this agreement.

ARTICLE IV

Representation

Section 1

All employees who are covered by this agreement shall be represented by one (1) steward or one (1) alternate for the purpose of processing formal grievances.

Section 2

It is agreed that formal grievances will be processed only at times that students are not in session and only with the approval of the steward or alternatives coordinator.

ARTICLE V

Job Status and Function of Union Offices

Section 1

The steward or alternative shall be paid by the Board for time spent in the processing of formal grievances arising out of this agreement during their regularly scheduled working hours at their regularly scheduled rate of pay, providing that such processing is done at times when students are not in session.

Section 2

The steward or alternative may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible with the building principal. Such time is to be taken without pay.

Section 3

The names of the steward and alternate shall be given in writing to the superintendent and no steward or alternate shall function as such until the superintendent has been advised of their selection, in writing, by the officers of the local union. Any change in steward or alternate shall be reported to the Superintendent, in writing, as soon as practicable.

Section 4

Executive officers of the International Union or their representatives duly authorized to represent the Union, and/or the president of the local union, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages, and other terms and conditions of employment at any time. If the president of the local union works for the Employer, they may attend any meetings with the Employer relative to hours, wages and other terms and conditions of employment and will be paid their regular rate for time spent in such meetings, for the hours they would have otherwise worked. Such meetings are to be held when students are not in session.

Section 5

Any steward or alternate having an individual grievance in connection with their own work may ask for the other to assist them in adjusting the grievance.

ARTICLE VI

Grievance Procedure

Section 1 - Definitions

1. A "Grievance" is a complaint by an aide in the bargaining unit, or by the Union in its own name, based on an alleged violation, misinterpretation or misapplication of one or more of the expressed provisions of this agreement.
2. The "aggrieved person" is the aide or aides making the claim.
3. The term "aide" includes any individual or group of individuals who are members of the bargaining unit covered by this contract.
4. A "party in interest" is the person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance complaint.
5. The term "days" shall mean school days and shall not include days that school is closed for any reason.

Section 2 - Purpose

1. The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance.
2. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section 3 - Procedure

1. Level One - Appropriate Supervisor
 - A. Informal Step
 1. Within ten (10) days of the alleged incident, an aide and/or steward with a grievance shall discuss the matter with the person designated by the principal. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of these meetings.
 - B. Formal Step
 1. If the aide is not satisfied with the informal discussion, the aide and/or steward shall place the grievance in writing and present it to the principal

within five (5) days following the informal conference.

2. The aides may again meet with their supervisor and discuss the matter, alone or together with his/her steward.
3. A written and signed disposition of the grievance shall be made within five (5) days by the designated supervisor or principal. If the answer is not received within the five (5) days called for in this step, the grievance shall be considered denied and the Union may proceed to the next applicable step or await receipt of the written decision before proceeding further, at the Union's option.

2. Level Two - Superintendent of Schools

- A. In the event the aggrieved person is not satisfied with the written disposition of his/her grievance at level one, the Union shall within ten (10) additional days, file the grievance with the Superintendent.
- B. Within ten (10) days after receipt of the grievance by the superintendent, he shall meet with the Union representatives and discuss the matter. The superintendent shall render a decision in writing within ten (10) days of such meeting. If the superintendent's decision is not received within ten (10) days, the grievance shall be considered denied and the Union may proceed to the next applicable step or await receipt of the superintendent's written decision before proceeding further, at the Union's option.

3. Level Three - Board of Education

- A. If the Union is not satisfied with the disposition of the grievance at level two, the Union shall, within ten (10) days from the receipt of the decision by the superintendent refer the grievance in writing to the Board via the superintendent.
- B. The Board shall meet with the Union representatives and the parties to the grievance for the purpose of arriving at a decision on the grievance.
- C. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance. If the written decision is not received within thirty (30) days, then the grievance shall be considered denied and the Union may demand arbitration or await receipt of the Board's written decision before demanding arbitration, at the Union's option.

4. Level Four - Arbitration

- A. If the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Employer and Union shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.
- B. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. He shall deal with the grievance or grievances which occasioned his appointment.
- C. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear their own expense in connection therewith.
- D. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

Section 4 - Rights of Aides to Representation

1. Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.
2. The Union shall have the right to be present and to state its views at the adjustment of the grievance.

Section 5 - Miscellaneous

1. A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.
2. Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.
3. No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.
4. No document, communication, or record dealing with a grievance shall be filed in the personnel file of the aide.

5. All information and records pertaining to the grievance shall be made available to the Board and the Union upon written request.
6. Failure of the aggrieved person or Union to comply with the foregoing procedure cancels the grievance.
7. Grievances shall be processed outside of regular classroom hours, but on paid employer time unless mutually agreed to by all parties.
8. The time requirements herein specified are deemed to be of the essence in this article and may be modified only by mutual consent of the parties.
9. Forms for filing and processing grievances shall be designed by the superintendent and the Union. The forms shall be prepared by the district and given appropriate distribution so as to facilitate the operations of the grievance procedure.

Section 6 - Expiration of Agreement

Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

ARTICLE VII

Seniority

Section 1

A teacher aide's seniority shall be defined as his/her length of service to the Intermediate School District since his/her hiring date as a teacher aide. The hiring date shall mean the date the employee first reported to work as a regular teacher aide for the Intermediate School District. Seniority or continuous service shall be broken by:

- A. Voluntary quitting the service of the Board
- B. Discharge of the bargaining unit member which is upheld if later taken through the grievance procedure.

Section 2

When an employee acquires seniority, his/her name shall be placed on the seniority list. An up-to-date master list will be provided by the employer and posted for employee inspection within thirty (30) days of any change in said list. Seniority ties shall be resolved in favor of the person with the most "subbing" experience in the district.

Section 2A

New employees will be considered as probationary employees until they have been employed for sixty (60) consecutive calendar days. Employees shall receive the full benefit of this agreement after thirty (30) consecutive calendar days from the date of the last hire except that such employees shall have no right to file a grievance protesting their discharge until after sixty (60) consecutive calendar days of employment determined from the date of last hire.

Section 3

Any layoff's and recalls shall be based upon seniority.

ARTICLE VIII

Hours of Work

Section 1

Members of the bargaining unit will work in accordance with the school calendar adopted annually by the Board. In no event will bargaining unit members be required to work any days or hours not required of the teachers of the district without being paid as agreed elsewhere in this contract.

Section 2

Each bargaining unit member will be assured of a 45 minute lunch break from students and included within the regular work day.

Section 3

On days designated as "snow days" by the superintendent, no member of the group is expected to report for work. The superintendent may designate "snow days" by individual building, or for the entire site in operation. In buildings not designated as closed by the superintendent, the members of the group are expected to report for work. If help is needed in certain departments, which have been closed by the superintendent as the result of a snow day, the administrator shall call in any person in this group who works under the administrator. Members of the group called in shall receive equal compensatory time off. The compensatory time shall be taken as soon as possible at the employee's option, but shall be coordinated with the supervisor. Aides need not call in to verify snow days, however, if a snow day has not been called and an aide does not report for work, the aide will not be paid for that day. This section shall also apply to days on which a building is closed due to mechanical failure if so designated by the superintendent.

- A. Aides shall be released from duty whenever teachers are released, providing students have been dismissed from school.

Section 4

Members of the Union shall be paid 1-1/2 regular hourly wage for all hours worked above scheduled hours if requested to work such hours by administration. If the activity is volunteer, such as the Harvest Dinner, the picnic, or other activities which have traditionally been unpaid volunteer activities for the benefit of the students, this shall continue to be unpaid time. The first option for overtime will be given to the aide who normally would perform the work and then to other aides on a seniority basis.

Section 5 - Compensatory Time

Members of the bargaining unit shall be given compensatory time for duties performed outside of the workday, at the request of administration. Compensatory time shall be equal to time spent performing the duty. Compensatory time shall be earned and taken with the approval of administration.

Section 6

There shall be 32-1/2 hours per week of obligated staff time. Non-contact hours may be used for scheduled in-service training, administrative staff meetings, and other programs or conferences as determined by the District. Every effort will be made to distribute the agenda to all staff expected to participate in the meeting or program 24 hours in advance. Other than during the first 5 weeks of school and the last 5 weeks of school, in no event shall more than one hour per week be scheduled for inservice training and one hour per week for administrative staff meetings or other programs. The balance of the non-contract hours are to be used for classroom preparation and other evaluated responsibilities.

ARTICLE IX

Leaves of Absence

Section 1 - Unpaid Leaves of Absence

A. Unpaid Leave - The Board, upon application of an aide, may grant an unpaid leave of absence for a period of up to twenty-four (24) months. Unpaid leaves shall be granted for justifiable reasons which include participation in the Peace Corp, Job Corp, or advanced study in any accredited college or university, or vocational work experience in a field reasonably related to the aide's present responsibilities. Application for such leave shall be filed before May 1 of the year prior to the leave. The approval or non-approval of such leave shall be at the sole discretion of the Board. Seniority shall not accrue during such leave, and aides on leave who are not covered by another hospitalization program while on leave may purchase fringes up to the limits of the insurance carrier through the Business Office. There shall

be no fringe benefits paid during such leave. The aide shall give at least sixty (60) days written notice of intent to return to employment. The Board agrees to return such aide to the same or comparable assignment to that held by the aide before commencement of the leave. Credit on salary schedule shall not be granted for such leave.

- B. Military Leave - A military leave of absence shall be granted to any aide who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Seniority shall accrue but no fringe benefits shall be paid. The Board agrees to return such aide to the same or comparable assignment to that held by the aide before commencement of the leave. Credit on salary schedule shall not be granted for such leave.
- C. Child Care Leave - The Board may, upon application of any aide, grant unpaid leave of absence for child care purposes, both natural and adoptive. Such leave, may be taken for a period up to twenty-four (24) months.

The leave shall be a written application of the aide, received at least sixty (60) days prior to intended commencement of the leave. Seniority shall not accrue during such leave and aides not covered by another hospitalization program may purchase fringes up to the limits of the insurance carrier through the Business Office. The approval or non-approval of such leave shall be at the sole discretion of the Board. The Board agrees to return such aide to the same or comparable assignment to that held prior to commencement of the leave. Credit on salary schedule shall not be granted for such leave.

- D. Medical Leave - An aide who is unable to work due to illness or disability and has exhausted all sick leave available, shall be granted a leave of absence for the duration of such illness or disability up to two (2) years from the date that such leave was exhausted. Upon return to work, the Board agrees to reinstate the aide to the same or comparable assignment. Credit on salary schedule shall not be granted for such leave. During this period, aides not covered by other insurances may purchase coverage up to the limits of the insurance carrier. Seniority shall accrue during said leave.
- E. Other Leave - Employees elected or appointed to Union or public office may be granted a leave in excess of twenty-four (24) months. Seniority shall not accrue for such leaves and aides not covered by another hospitalization program, may purchase fringes up to the limits of the insurance carrier through the Business Office. The Board agrees to return such aide to the same or comparable assignment to that held prior

to commencement of the leave. Credit on salary schedule shall not be granted for such leave.

Section 2 - Short Term Leave of Absence

The employee will be allowed annually the following time off with pay subject to stated limitations:

- A. Death in the immediate family. A maximum of five (5) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.
- B. Any absence for other than the immediate family requires approval of the superintendent, and if approved, will be deducted from accumulated sick leave.
- C. Three (3) days for critical illness in the immediate family or to make arrangements for medical or nursing care for an emergency illness in the immediate family. However, the superintendent may require verification of the need. The absence will be charged against accumulated sick time.
- D. The Board agrees to continue providing two (2) personal business days annually which shall be noncumulative. Personal days are not to be used to extend holidays or other time off. They are not to be used for leisure activities. They must be used for personal activities that cannot be scheduled outside of work hours. Neither of these days will be charged against sick time, however, to obtain use of the first such day, the aide must acknowledge that she is aware of the limitations on use of the day and sign the appropriate request form. For use of the second day, the aide must state exactly what the day is to be used for and if the request is denied, the aide may appeal to the superintendent whose decision is final and non-grievable.
- E. Aides desiring to attend conferences or to make an educational visitation shall obtain the prior approval of the administration. If approval is granted, such day(s) will be with pay.
- F. When an aide is called for jury duty, or subpoenaed to serve as a witness in court action he/she will be given a leave of absence with pay for the time required for such court appearance. Any fee resulting from court services shall be paid to the Board.
- G. Any other short term leave may be requested as far in advance as possible and if approved shall be considered leave without pay. The administration agrees not to make overall statements concerning such leaves, but will consider each application individually.

ARTICLE X

Sick Leave

Section 1 - Accrued Sick Leave

Sick leave shall accrue at the rate of one and one-half (1-1/2) days per month of active employment during the term of this agreement. Aides will annually be credited with this maximum number of sick days (15) on July 1. However, should an aide leave prematurely, time used but which has not been earned, will be deducted from terminal pay. Unused sick leave shall be accumulated to two hundred (200) days.

Section 2 - Sick Pay Retirement/Death Benefit

Upon retirement or death, employees shall be paid for all accumulated sick leave at their then current rate of pay. For the three (3) years of this contract, maximum payment shall be seventeen hundred dollars (\$1,700).

(Retiree shall be defined as an employee eligible under the provision of Michigan School Employees Retirement Program.)

Section 3 - Family Illness/Dr. & Dentist Appointment

Sick leave is for the employee only. However, up to five (5) days sick leave a fiscal school year may be taken because of illness in the immediate family and for doctor's, dentist's, etc. appointments. Whenever aides schedule medical and dental appointments which result in their missing only the first hour of a work day, they will be charged only for missing time. Appointments which cause aides to be absent from the job beyond the first hour will be charged as a half day leave.

Section 4 - Work Related Illness/Injury

Any employee absent due to an accident or work-related illness which is compensable by worker's compensation may use their accumulated sick days to supplement their worker's compensation up to their regular rate of pay until their accumulated sick days are exhausted (e.g., worker's compensation pays 80% of an employee's pay, the employee may use sick days to make up the remaining 20% so they receive 100% of their pay until their accumulated sick days are exhausted).

ARTICLE XI

Maternity Leave

Section 1

A request for a maternity leave of absence shall be made as soon as the aide determines that she is pregnant. She may continue employment until the anticipated birth of her child. In the event that the administration questions her medical ability to

continue her duties, she may require a statement from her doctor stating her ability to continue her duties.

- A. In cases where performance of the aide's duties would adversely affect her or the school, she will be allowed an earlier beginning date for the leave.
- B. The maternity leave of absence shall be for up to one year from date of commencement of leave. Aides taking maternity leaves who desire to return to work shall indicate in writing an interest to return to work within sixty (60) days following the birth of child. If she does so, she will be returned to the same or a comparable position.
- C. Maternity leave shall be an unpaid leave of absence. Seniority shall accrue during the leave period. Aides may purchase fringe benefits during maternity leaves up to the limits set by the carriers.
- D. In lieu of the above provisions for unpaid maternity leave, a pregnant aide shall have the right, if she so desires, to receive sick leave benefits for that period of time that her doctor certifies that she is temporarily disabled and is not able to work. The Board shall assume all cost of confirming such certification by a Board appointed doctor. It is expressly understood that this shall not include normal child care. The aide shall not be entitled to avail herself of the unpaid maternity leave provisions if she chooses to receive sick leave benefits pursuant to the provisions of this contract.

ARTICLE XII

General Provisions

Section 1 - Bulletin Boards

Bulletin boards will be provided for exclusive use of the bargaining unit. The bargaining unit agrees that the board will be used for legitimate bargaining unit activities only, and in no case shall advertising, political, obscene or scurrilous printed or written matter be placed on the board. Job placement for aides to be put on aides' bulletin board.

Section 2 - Number of Pays

The Board agrees that once each year, a bargaining unit member may choose between 21 and 26 equal pays.

Section 3 - Hazardous Working Conditions

If any member of the bargaining unit feels that they are asked to perform duties which may be hazardous to their health, they are required to make their supervisor aware of the problem.

Every effort will be made to alter the condition and protect the employee from communicable, transmittable or infectious conditions or to work out a transfer of the employee to another assignment.

Section 4 - Reimbursement/Personal Property Distruction

The District will reimburse aides for the destruction of any clothing or personal property caused by any student while they are on school premises or in connection with school responsibilities, providing his or her property is not otherwise insured. Board reimbursement will be limited to fair replacement value or insurance deductible, whichever is less.

Section 5 - Clothing Allowance

The District agrees that the pool and prevocational aides will be provided appropriate apparel in which to perform work tasks. One (1) pool aide shall be reimbursed up to seventy-five (\$75) dollars for one (1) gym uniform and one (1) swimsuit each year. Two (2) pre-voc aides shall be reimbursed up to twenty-five (\$25) each for one (1) smock and two (2) pairs of gloves each year. The apparel will remain and be used at school.

Section 6 - School Calendar

Aides shall be provided a copy of the school calendar as soon as it is adopted. The calendar shall specify the required days and hours of employment.

Section 7 - Disciplinary Hearings & Reprimands

All disciplinary hearings and reprimands shall be in private. If an aide is to be disciplined or reprimanded, the aide and the union representative shall be notified in writing in advance, and the representative of the union may be present during the disciplinary hearing or reprimand.

Nothing contained herein shall prevent verbal communication between administrators and employees without the presence of a representative. Such contacts including commendation, questioning, suggesting, directing, reminding and correcting shall be termed casual and will not include presence of a representative.

Section 8 - Intrusive Health Services

No bargaining unit member shall be required to provide intrusive health services, including deep suctioning, tracheotomy replacement, feeding tube replacement and/or catheterization, without having first received adequate and proper instruction and training.

ARTICLE XIII

Vacancies, Transfers, Assignments

Section 1 - Definition

- A. Transfer is movement within the district.
- B. Transfer Request is an application for a transfer.
- C. Vacancy is an opening left when transfer possibilities have been exhausted or when a new position is created for which no transfer requests have been received.
- D. Posting is the publicizing of a vacancy.
- E. Bid is an application for a position in a different classroom.
- D. Reduction occurs when there are more employees than positions available necessitating the removal of one or more employees.
- G. Layoff is the removal of an employee from payroll due to a reduction.
- H. Recall is returning a laid-off employee to the active roll.

Section 2 - Voluntary Transfer to Vacant Position

- A. An aide may request a transfer of assignment by written application to the building principal stating the reason for such request.
- B. The principal shall act on the request for transfer within thirty (30 working days).
- C. Failure of the principal to approve a requested transfer shall be grievable through the Board level. The decision of the Board will be final and non-grievable.
- D. Should two aides apply for transfer to the same position, the aide best qualified for the position shall be transferred. Qualified for purposes of this contract shall be based upon training, experience, ability to perform the job, past performance and evaluations. If two aides have substantially equal qualifications for the position, the aide with the greatest seniority shall receive the job.

Section 3 - Involuntary Transfer

- A. The Union and the district acknowledges that involuntary transfer may be required. In such event, the district agrees to notify the affected teacher aide of the need for the involuntary transfer, and reasons and anticipated duration thereof, and to advise the Union. Notification shall be

given at least ten (10) days prior to the involuntary transfer. A grievance appeal may be made through the Board level whose decision shall be final and non-grievable.

- B. When a vacancy becomes available for which no transfer requests have been made, it shall be the intent of the Board to assign the least senior employee to that vacancy. Should that not be done, grievance appeal may be made through the Board level, and the Board's decision shall be final and non-grievable.

Section 4 - Vacancy and Postings

- A. All vacancies shall be filled by the most qualified applicant. Management shall set the qualifications at the time of posting. Qualified, for the purposes of this contract, shall be based upon training, experience, ability to perform the job, past performance and evaluations. Where there is reasonable doubt regarding relative weighing of factors with respect to qualifications of two or more applicants, the employer may resolve the issue unilaterally.
- B. Where qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with greatest seniority. Seniority ties shall be resolved in favor of the person with the most "subbing" experience in the district. Where qualifications are substantially equal, preference shall be given to a member of the bargaining unit over a new hire.
- C. Vacancies within the bargaining unit shall be publicized by the employer by:
 - 1. Giving written notice of such vacancies to the Union within ten (10) calendar days in advance of outside advertising of such vacancy.
 - 2. Posting such vacancy on the bulletin boards provided for staff use simultaneously with written notice to the Union.
 - 3. Posting shall include job description, qualifications and the closing date for acceptance of applications.
 - 4. Sending letters to all regularly employed aides on leave of absence or summer vacation of possible job openings that have or may occur for the next school year.

Section 5 - Reduction and Layoff

All reductions or layoffs in the Union shall be accomplished on the basis of seniority providing that qualifications are equal as determined by the administration.

Section 6 - Assignment or Reassignment

After assignment to a position and satisfactory performance therein, an aide may expect to remain in such assignment, unless moved under the provisions of this Article.

Section 7 - Recall

- A. All recalls shall be made on the basis of seniority.
- B. Prior to recalling laid off employees, voluntary transfers shall be exhausted. If this is not done, the action is grievable through the Board level. The decision of the Board shall be final and non-grievable.

It is agreed that Article XIII shall be implemented in its entirety except that the filling of any vacant position shall be limited to two (2) moves.

It is further agreed that the negotiating team shall meet to discuss any problem presented by implementing this Article XIII and that agreement must be reached on any conflicts before implementing this article for two (2) remaining years of the agreement.

Section 8 - Job Sharing

The Board and the Union agree that, in some cases, job sharing is feasible and may be considered for aides who wish to work on a one-half (1/2) time basis. Conditions for job sharing are as follows:

- A. Aide's salary shall be one-half (1/2) of the salary schedule amount for a full-time aide.
- B. Seniority shall accrue at one-half (1/2) the rate of a full-time aide.
- C. Aides agree to split all leave days equally.
- D. Aides agree to split vision insurance benefits while job sharing.
- E. Aides shall elect one of the following:
 - 1. One-half (1/2) of the district paid annuity described in Article XIV, Section 7, or
 - 2. One-half (1/2) of the amount of premium for health and dental insurance. This total amount to be applied to the District health coverage described in Article XIV, Section 1. The remainder of the health premium costs shall be paid through payroll deduction, or
 - 3. One-half (1/2) the amount of premiums for health insurance to be applied to the District health coverage described in Article XIV, Section 1, and one-half the

amount of premiums for dental insurance to be applied to the District premiums for dental coverage, described in Article XIV, Section 4. The remainder of the health and dental premium costs shall be paid through payroll deduction.

- F. In the event that one of the partners is unwilling or unable to continue to "job share" and a suitable replacement cannot be found, the remaining partner will be offered the position on a full-time basis. The remaining partner may accept that position full time or apply for and be granted a short term leave of absence for the remainder of the school year.
- G. Job sharing shall continue for the duration of this contract. Each request shall be subject to the principal's approval. Failure to approve a request for job sharing shall be final and non-grievable.

ARTICLE XIV

Insurance

Section 1 - Medical Insurance

The District agrees to pay the premiums for health insurance for each teacher aide through a carrier to be determined by the Board. For the three year period 1992/93 through 1994/95, the District agrees to provide SET-SEG Ultra Med as was in effect for the 1991/92 school year.

The total health insurance premium payments for any teacher aide shall not exceed the actual cost of the SET-SEG plan outlined above. There will be no supplemental payments made by the Board.

Effective July 1, 1995, and until a successor agreement is reached, the obligations of the Board to pay health insurance premiums shall not exceed the Board's base pay premium amount for the 1994/95 insurance year, July 1, 1994 to June 30, 1995. If the health insurance premiums effective July 1, 1995, exceed the Board's base premium for the 1994/95 insurance year, the excess amounts over the individual employee's premium costs shall be paid in full by the individual employee by way of payroll deduction.

Section 2 - Life Insurance (In Lieu of Medical Insurance)

For any bargaining unit member not participating in the medical-surgical insurance program, group level term life insurance shall be provided in amount of \$40,000. The carrier to be named by the Board.

Section 3 - Life Insurance

For any bargaining unit member who is provided Board paid medical-surgical insurance, the Board agrees to provide group term life insurance in the amount of \$30,000. The carrier to be named by the Board.

Section 4 - Dental Insurance

For the three (3) year term of this contract, dental insurance coverage will be provided which shall be equal to Delta Dental 80/80/60 plan with adult ortho rider. Carrier to be named by the Board.

Section 5 - Vision Care Insurance

For the three (3) year term of this contract, the Board agrees to provide vision care insurance equivalent to the MESSA vision care plan VSP-A. For each year of the agreement, maximum Board payment shall not exceed the premium established by the carrier for each year.

Section 6 - Long Term Disability Insurance

The Board agrees to pay the actual premium cost to provide long term disability by injury or sickness, subject to carrier's exclusions, limitations and reductions as follows:

1. 120 day waiting period
2. 66-2/3% of income
3. Maximum of \$1,000 monthly on salary of \$1,500 monthly
4. Maternity coverage
5. Pre-existing conditions waived
6. Social security freeze
7. Alcoholism/drugs waived - 2 year limit
8. Mental/nervous waived - 2 year limit
9. Two year own occupation coverage

Section 7 - Annuity

For the three years of this agreement, the Board will grant the following allowance to purchase a tax sheltered annuity, to aides currently in the bargaining unit who do not receive the medical-surgical benefit:

1992/93	\$80.00
1993/94	\$90.00
1994/95	\$90.00

Section 8 - Liability Insurance

The Board agrees to continue its \$1,000,000 liability coverage for all teachers and staff.

ARTICLE XV

Compliance with Americans with Disabilities Act (ADA)

The parties understand the Americans with Disabilities Act provides, as it is currently written, that the employer shall not discriminate with regard to terms, conditions and privileges of employment against a qualified individual with a disability. The term discrimination is defined in the ADA and may include not making reasonable accommodation as defined in the ADA. Consistent with the provisions of the ADA, the parties hereby agree that if the employer needs to make a reasonable accommodation as defined in the ADA, then the employer and the Union shall meet at an agreed upon time and place in an effort to agree upon the appropriate method to accommodate the disabled individual. If the parties reach an impasse as to the proper method of accommodation, the employer may implement its solution. In the event the employer's method of accommodation is contested by the Union, the employer shall file a declaratory judgment action in St. Clair County Circuit Court (the "Court") joining the Union and the disabled employee for the purpose of obtaining a determination by the Court, subject to the contract rights of the employer, as to the proper method of accommodation. In the event it is determined the St. Clair County Circuit Court does not have jurisdiction to resolve the dispute under the ADA, the employer shall then file its declaratory judgment action in the appropriate Federal Court.

TEACHER AIDES

Salary Schedule "A"

Section 1

A four (4%) percent retroactive pay increase for 1992/93; four (4%) percent retroactive pay increase for 1993/94 and a wage reopener for the 1994/95 school year with a minimum of a two (2%) percent pay increase for the 1994/95 school year with the negotiations on wages for the 1994/95 school year to commence no later than April 30, 1994.

<u>Step</u>	<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
1	\$11,580	\$12,043	
2	12,741	13,251	
3	13,902	14,458	
4	14,806	15,398	
5	15,947	16,585	
6	17,089	17,773	
7	18,230	18,959	

Section 2 - Academic Credit Bonus

In addition to the above salary, an education bonus will be paid for each ten (10) hours of approved academic credit up to a maximum of thirty (30) hours, as follows:

	<u>For Aides Employed Before 6/30/76</u>	<u>For all Future Aides Hired</u>
1st 10 hours	\$564	\$400
2nd 20 hours	564	400
3rd 30 hours	564	400

Only those hours earned with specific administrative approval shall count toward this benefit.

Section 3 - Substitute Teacher Bonus

If a teacher is absent and the aide is assigned by the building principal before students arrive to perform the responsibilities of the teacher, the aide or aides working in the place of the absent teacher will share a \$19.75 bonus for full day's absence and/or \$10.00 bonus for one-half day's absence. For 1993/94 a full day equals \$20.54 and one-half (1/2) day equals \$10.40 (Amount for 1994/95 school year will increase in accord with the percentage raise granted through the end of the contract year.) Students must be present in the classroom in order for the aide to receive this bonus. A teacher's absence shall be defined as any time the contracted teacher for that room is absent from his/her classroom for a minimum of one-half (1/2) day. Example: fall and spring IEPC meetings, conferences, in-services, etc. This bonus will also apply during the summer school program.

Section 4 - Summer Employment Wage

The Board agrees to pay teachers aides who may be offered employment in the 1993 summer program \$10.50 an hour; for 1994, \$10.92 per hour and for 1995 in accord with the percentage raise granted through the end of the contract year.

For those regularly employed teacher aides who wish to be employed in their particular program for the full 230 day program, salary will be calculated at the regular daily contract rate. Salary shall start at the fourth step of the appropriate scale and advance one step each year until parity is reached. Parity shall be defined as hourly rate only. Decision to work a 230 day schedule will be followed as in past practice.

ARTICLE XVI

Term of Agreement

Section 1

This agreement shall be effective from July 1, 1992 through June 30, 1995. No provisions of this contract may be re-opened during the period indicated without the mutual consent of the Union and the Board of Education.

Section 2

Both parties agree that negotiations for renewal, extension and modification of this contract beyond June 30, 1995, will commence on or before April 30, 1995.

IN WITNESS THEREOF, we hereunto set our hands and seals this 10th day of May, 1993.

LOCAL 516, SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

ST. CLAIR COUNTY INTERMEDIATE
SCHOOL DISTRICT

Michael Dawson

[Signature]

Mary Young

Patricia R. Henry

James D. [Signature]

Beverly Steen

Addendum to Article X, Section 4

Any employee absent from work due to a work related injury whose workers compensation claim is not being contested by the District, is eligible to receive an advance equal to 80% of net wages after a two-week absence has transpired. The advance will continue until the employee receives wage replacement payment from the workers compensation carrier. Upon receipt of the retroactive check from workers compensation, the employee must endorse the check and turn it in to the St. Clair ISD Business Office.

Any employee wishing an advance and/or the supplemental 20% pay (to be deducted from employee's sick leave) must contact the Personnel Office and complete the required paperwork.

Employees are eligible to use accumulated sick time to cover lost days not eligible for reimbursement from workers compensation. However, if an employee has no accumulated sick leave, any advances must be fully refunded by the employee.

