

3829

6/30/2000

SAGINAW INTERMEDIATE SCHOOL DISTRICT

NEA-MEA

MESPA

CONTRACT

JULY 1, 1997 - JUNE 30, 2000

Saginaw Intermediate School District

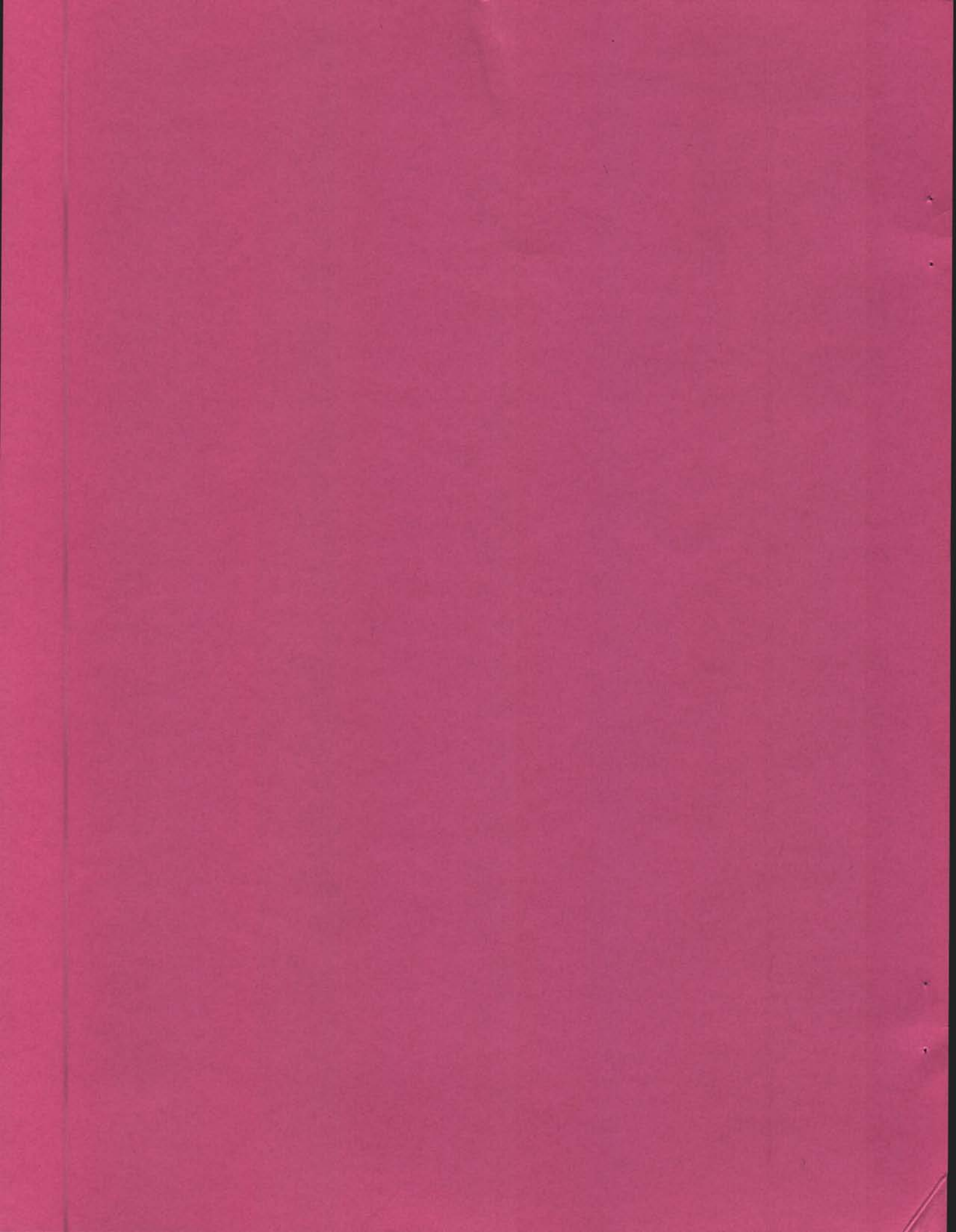


TABLE OF CONTENTS

	<u>PAGE</u>
PREAMBLE	1
ARTICLE I - EFFECTIVE DATE	1
ARTICLE II - RECOGNITION	1
Section A. Scope	1
Section B. Definition	1
ARTICLE III - PAST PRACTICE AND EFFECT OF AGREEMENT	2
Section A.	2
Section B.	2
Section C.	2
ARTICLE IV - GRIEVANCE PROCEDURE	2
Section A. Definition	2
Section B. Procedure	2
Section C. Time Periods	3
Section D. Miscellaneous Conditions	4
ARTICLE V - ASSOCIATION RIGHTS	4
Section A. Special Conferences	4
Section B. Facilities and Equipment Use	4
Section C. Requests for Information	4
Section D. Unit Work	5
Section E. Association Representation	5
Section F. Released Time for Association Business	5
Section G.	5
ARTICLE VI - PAYROLL DEDUCTION AND FINANCIAL RESPONSIBILITY	5
Section A.	5
Section B. Association Members	5
Section C. Service Fee Payers	6
Section D. Non-Payment of Dues or Service Fees ..	6
Section E. Payroll Deduction	6
Section F. Save Harmless Clause	6
ARTICLE VII - EMPLOYEE RIGHTS	7
Section A. Rights	7
Section B. Just Cause	7
Section C. Files and Records	7
Section D. Assault	7
ARTICLE VIII - EMPLOYER RIGHTS	8
Section A.	8
Section B.	8
ARTICLE IX - HOURS OF WORK	9
Section A.	9
Section B.	9
Section C.	9
Section D.	9
Section E.	9

ARTICLE X - COMPENSATION	9
Section A. Basic Compensation	9
Section B. Overtime	10
Section C. Split Shift Premium	10
Section D. Shift Premium	10
Section E. Mileage	11
Section F.	11
Section G. Payroll Deduction.....	11
ARTICLE XI - WORKING CONDITIONS	11
Section A.	11
Section B. Inclement Weather	11
Section C. Student Discipline	12
Section D. Miscellaneous	13
ARTICLE XII - EMPLOYMENT STATUS DEFINED	13
Section A.	13
Section B. Student Trainees	13
Section C. Supervisor and Unit Work	14
Section D. Summer Contracts	14
ARTICLE XIII - VACANCIES AND TRANSFERS	14
Section A. Definition of Vacancy.....	14
Section B. Posting.....	14
Section C. Filling Vacancies	14
Section D. Notification	15
Section E. Trial Period	15
Section F. Temporary Transfers & Temporary Vacancies	15
Section G. Driving Assignments	16
ARTICLE XIV - SENIORITY	18
Section A. Definitions	18
Section B. Probationary Period	19
Section C. Seniority List	20
Section D. Termination of Seniority	20
ARTICLE XV - REDUCTION IN PERSONNEL - LAYOFF AND RECALL	20
Section A. Definition	20
Section B. Notice of Layoff	20
Section C. Layoff Procedure	20
Section D. Reduction in Work Hours	21
Section E. Benefits	21
Section F. Substitute Priority	21
Section G. Recall	22
Section H. Notice of Recall	22
ARTICLE XVI - JOB DESCRIPTIONS	22
Section A.	22
Section B.	22
Section C.	23
ARTICLE XVII - EVALUATIONS	23
Section A.	23
Section B.	23
Section C.	23
Section D.	23
Section E.	24
ARTICLE XVIII - SUBCONTRACTING	24

ARTICLE XIX - HOLIDAYS AND VACATIONS	24
Section A.	24
Section B.	24
Section C.	25
Section D.	25
Section E.	25
Section F.	26
Section G.	27
ARTICLE XX - LEAVES OF ABSENCE WITH PAY	27
Section A. General Leave Conditions	27
Section B. Sick Leave Credit Accrual	28
Section C. Death in the Immediate Family	28
Section D. Personal Business, Emergency Leave ...	28
Section E. Jury Duty	29
Section F.	29
ARTICLE XXI - LEAVES OF ABSENCE - UNPAID	29
Section A. Length and Eligibility	29
Section B. Reasons for Leaves of Absence	29
Section C. Return From Long Term Leave of Absence	30
Section D. Family Medical Leave Act	31
ARTICLE XXII - INSURANCE	31
Section A. Health Insurance	31
Section B. Dental Insurance	32
Section C. Vision Insurance	33
Section D. Life Insurance	33
Section E. Long Term Disability Insurance	34
Section F. Insurance Forms	34
Section G. Cash in Lieu of Health Insurance	35
ARTICLE XXIII - SAVINGS CLAUSE	35
ARTICLE XXIV - PROFESSIONAL IMPROVEMENT	35
Section A.	35
Section B.	35
Section C. Professional Growth	35
ARTICLE XXV - NO STRIKE	35
Section A. No Strike	35
Section B. No Unfair Labor Practices	36
Section C.	36
ARTICLE XXVI - DURATION OF AGREEMENT	36
Section A.	36
Section B.	36
APPENDIX A.....	37
Section A. Wages.....	37
Section B. Longevity.....	39
APPENDIX B.	40
APPENDIX C.	42
APPENDIX D.	43

ADDENDUM #1.	45
ADDENDUM #2.	47
ADDENDUM #3.	48
ADDENDUM #4.	49
ADDENDUM #5.	50
ADDENDUM #6.	51

P R E A M B L E

This Agreement is negotiated pursuant to the Public Employment Relations Acts of 1974 as amended, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The Employer and the Association recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the Employer, Employees, 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.

The provisions of this Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. Any previously adopted policy, rule, or regulations of the parties which is in conflict with a provision of this Agreement, except that the terms and conditions of employment shall, in all cases, be maintained at not less than the highest minimum standards in effect at the time of this Agreement is signed.

ARTICLE I

EFFECTIVE DATE

This Agreement is entered into July 1, 1997, by and between the Saginaw Intermediate School District Board of Education (SISD) (hereinafter called the "Employer" or "Board") and the SISD - Michigan Education Support Personnel Association, NEA/MEA (SISD-MESPA) (hereinafter called the "Association" or "Union"), through its local affiliates. This Agreement replaces and supersedes any other agreements entered into between the parties.

ARTICLE II

RECOGNITION

Section A. Scope.

Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, as amended, the Employer recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Agreement, of the following described employees of the Employer:

All regularly scheduled full-time and part-time Transportation, Maintenance/Custodial, Secretarial, Food Service, Technicians, Assistants, Media Production, excluding Supervisors and all other employees.

Section B. Definition.

Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.

ARTICLE III

PAST PRACTICE AND EFFECT OF AGREEMENT

Section A.

The parties agree that this contract incorporates their full and complete understanding and that any prior oral or written agreements or practices are superseded by the terms of this agreement. The parties further agree that no such oral or written understandings or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

Section B.

Any individual contract between the Employer and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall prevail.

Section C.

This Agreement shall supersede any rules, regulations or practices of the Employer which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Employer.

ARTICLE IV

GRIEVANCE PROCEDURE

Section A. Definition.

A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section B. Procedure.

All grievances shall be presented for adjustment and handled in accordance with the following procedure. The Employer recognizes the Association's right to file "Class Action" or "Association" grievances.

The primary purpose of this procedure is to secure, at the lowest level possible, equitable solutions to problems of the parties. Nothing contained herein shall be construed to prevent any individual Association member from presenting a grievance and having the grievance adjusted without intervention of the Association, if the adjustment is not inconsistent with the terms of this Agreement, and provided the Association has been given an opportunity to be present at such adjustment.

Step 1. Any employee who believes he or she has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) days after the employee has knowledge of the grievance, or within five (5) days after the employee reasonably should have had knowledge of the grievance. The

supervisor shall render his or her verbal decision within twenty-four (24) hours after the grievance is submitted.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Agreement which is alleged to have been violated, be signed by the grieving employee and an Association representative, and be submitted to the immediate supervisor or his designee within ten (10) days after the employee has knowledge of the grievance, or within ten (10) days after the employee reasonably should have had knowledge of the grievance. The Supervisor and the Association representative, together with such additional persons as is reasonably necessary, shall meet and discuss the grievance within five (5) days after the grievance is presented at this step. The supervisor shall make a written reply within five (5) days after the date of such meeting.

Step 3. If the grievance is not settled in Step 2, the Association, within five (5) days after the Association's receipt of the Step 2 decision, may submit a written request for a meeting with the Superintendent or his designee. The Superintendent or his designee and the Association representative, together with such additional persons as is reasonably necessary, shall meet and discuss the grievance within five (5) days after the grievance is presented at this step. The Superintendent or his designee shall give a written answer to the Association within five (5) days after the date of such meeting.

Step 4. If the grievance is not settled in Step 3, the Association may, within thirty (30) days after the Superintendent's Step 3 decision, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Labor Arbitration Rules. The arbitrator's decision shall be final and binding upon the Association, its members, the employee or employees involved, and the Employer. The arbitrator shall make an award based on the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses and fees of the arbitrator shall be shared equally between the Employer and the Association. The parties agree that in cases where a speedy resolution is desirable, the grievance will be submitted to arbitration under the American Arbitration Association's rules for Expedited Arbitration, if there is mutual agreement to do so.

Section C. Time Periods.

The time periods of the grievance procedure shall exclude weekends and holidays and may be extended only by mutual written agreement between the Employer and the Association. During the summer, workdays shall be treated as normal school year workdays unless the workday is scheduled for the Employee on weekend or holiday. In the event the Employer fails to reply to a grievance at any step of the grievance procedure within the specified time limits, the grievance shall automatically advance to the next step. The parties, recognizing that an orderly grievance procedure is necessary, agree that each time requirement must be adhered to as set forth above, or the grievance is forfeited.

Section D. Miscellaneous Conditions.

1. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement may be processed through the grievance procedure until resolution.
2. Grievances filed as Association grievances may, with mutual consent, be initiated at Step 3 of the grievance procedure.

ARTICLE V

ASSOCIATION RIGHTS

The rights granted herein to the Association shall not be granted or extended to any competing labor organization not certified by MERC to represent employees of the District, or as otherwise required by law.

Section A. Special Conferences.

Special conferences or important matters may be arranged between the Association President and the designated representative of the Employer upon the request of either party. Such meetings shall be between at least two representatives of the Association and two representatives of the Employer.

Section B. Facilities and Equipment Use.

1. The Association and its representatives shall have the reasonable right to use Employer office facilities at reasonable hours for meetings after receiving necessary approval from the administration, provided that when special custodial service is required, the Employer may make reasonable charge therefore.
2. The Association shall have the right to reasonably use Employer equipment, including typewriters, mimeographing machines, other duplicating equipment and calculating machines at reasonable times when such equipment is not otherwise in use and after receiving the necessary approval from the administration. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
3. The Association shall have the right to use bulletin boards for normal routine posting of newsletters, announcements and notices of meetings, special events, social matters, elections and results, but not use them for illegal purposes or to post any item derogatory to the Employer or any other Employee. Any items outside the normal and routine matters listed above must be approved by the Administration. The Association shall also have the right to use the intra-office mails, to distribute Association materials under the same conditions as those noted for bulletin boards above.

Section C. Requests for Information.

The Employer agrees to furnish to the Association, in response to reasonable requests, available information concerning the financial resources of the District, information concerning Employees (non-confidential) and any other information that might be necessary to

develop bargaining proposals, together with any information which might be necessary for the Association to process any grievance or complaint.

Section D. Unit Work.

The Employer agrees that supervisors or non-unit personnel shall not be used any time to displace Employees regularly employed in the Bargaining Unit except through Article 12, Section C. It is recognized that supervisors are occasionally required to perform Bargaining Unit work on a temporary or emergency basis and nothing in this Agreement shall be construed to prevent such practice.

Section E. Association Representation.

Employees shall be represented by Association Representatives, or in the absence of the regular Association Representative, by an alternate Association Representative. The Association shall furnish, in writing, to the Employer, the names of the Association Representatives and their area upon their election or appointment. Association Representatives, during working hours, without loss of time or pay, may investigate and present grievances to the Employer in accordance with the grievance procedure. Should it become necessary for an Association Representative to leave his/her work in order to represent an Employee or investigate a grievance, the Association Representative shall notify his/her supervisor and make arrangements for such with as little disruption as possible to normal operations.

Section F. Released Time for Association Business.

The Association shall be granted fifteen (15) days per year for released time for Association business. The Association shall notify the Employer at least ten (10) workdays in advance of the use of an Association Business Day. Not more than three Association members shall normally be released on any one day, without prior arrangement with the Employer, to insure that normal operations are not adversely affected. The Association agrees to reimburse the Employer the cost of a substitute hired for the released Employee.

Section G.

The Association shall not be denied representation on a building level site-based decision making/school improvement committee.

ARTICLE VI

PAYROLL DEDUCTION AND FINANCIAL RESPONSIBILITY

Section A.

In accordance with the terms of this Article, each bargaining unit member within thirty (30) days of employment shall, as a condition of employment, join the Association or pay a Service Fee to the Association.

Section B. Association Members.

Membership in the Association is not compulsory. Employees have the right to join, maintain, or terminate their membership in the

Association as they see fit. Neither party shall exert or put pressure on or discriminate against an Employee as regards to such matters.

Section C. 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.

Section D. Non-Payment of Dues or Service Fees.

If a bargaining unit member does not pay the appropriate amount of dues or service fee to the Association, upon written notification by the Association, the Employer shall deduct that amount from the bargaining unit member's wages in the same manner as set forth elsewhere in this Article and remit same to the Association.

Should such involuntary payroll deduction become legally disallowed, the Employer shall, at the written request of the Association, terminate the employment of such bargaining unit member within thirty (30) days of receiving the notification by the Association. The bargaining unit member shall follow each step of the procedure set forth for Service Fee payers as provided by the Association. The parties agree that the failure of any bargaining unit member to comply with the provisions of this Article is just cause for discharge from employment.

Section E. Payroll Deduction.

Upon written authorization by a bargaining unit member or pursuant to Section D, the Employer will deduct the appropriate amount of the dues or service fees from the bargaining unit member's wages. The deductions 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, except when three pay periods occur in one month, then only two deductions will be made. Monies so deducted will be transmitted to the Association, or its designee, no later than twenty (20) days following each deduction.

The Employer shall deduct from the pay of each bargaining unit member from whom it receives authorization to do so and make appropriate remittance for annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Employer and the Association, providing there is space available on the payroll check.

Section F. Save Harmless Clause.

As a condition of the effectiveness of this Article, the Association agrees to indemnify and save the Board, each individual school Board member, and all administrators, harmless against any and all claims, demands, costs, suits, or other forms of liability and all court or administrative agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.

ARTICLE VII

EMPLOYEE RIGHTS

Section A. Rights.

1. No religious or political activities of any Employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Employee unless such activities adversely affect the Employee's ability to perform their necessary duties for the Saginaw Intermediate School District.
2. The Employer agrees that it shall be a violation of this Agreement for the Employer and the Association to limit, segregate, or classify any Employee in any manner which would deprive, or tend to deprive any Employee of employment opportunities or otherwise adversely affect their status as an Employee because of such individual's race, color, religion, sex, age, marital status or national origin. This is not intended to prevent the Employer from establishing a reasonable and equitable retirement policy for its Employees.

Section B. Just Cause.

No Employee shall be disciplined except for just cause. No Employee shall be disciplined for failing to follow any rule, regulation or order unless such rule, regulation or order has been applied uniformly to all Association employees similarly situated. An Employee shall be entitled to have a representative of the Association present during any meeting in which disciplinary action is contemplated. Further, the Association agrees to bring to the attention of the Administration any violations of the rules, regulations or orders it believes have not been uniformly applied, within one (1) working day of the violation (or reasonable knowledge thereof).

Section C. Files and Records.

An Employee will have the right to review the contents of his/her personnel file (located in the District Personnel Director's office, excluding initial references), of the District pertaining to said Employee originating after initial employment and to have a representative of the Association accompany him/her in such review.

The Employee may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Nothing would prohibit the Administration from withdrawing this material prior to arbitration if cause is shown. If the Employee is asked to sign material to be placed in his/her file, 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.

Section D. Assault.

Any case of assault upon a bargaining unit member shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the bargaining unit member, when possible to prevent injury. The Employer will provide the bargaining unit member access to legal counsel to advise the bargaining unit member of his/her rights and obligations with respect to such assault as well as in

connection with the handling of the incident by law enforcement and judicial authorities.

1. If a legal suit is brought against an Association member as a result of confidential information or misuse of such information, the board will pay for legal counsel for such member if proven innocent.
2. During the term of this master agreement, the Board will continue to provide liability for malpractice suits for Association members for a minimum of \$1,000,000.00 (one million dollars) protection.
3. Within sixty (60) days of ratification of this master agreement the Board will make available to the Association copies of all insurance policies purchased by the Board which affect Association members. Where differential coverage is provided certain Association members, the amount and position will be stipulated.
4. The Board of Education recognizes its responsibilities to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district. Whenever it appears that a particular student interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of an employee, said student's behavior shall be immediately reported to the supervisor in charge. A form shall be made available for such report. Included on this form shall be a section for the supervisor to indicate to the Employee the type of investigation and remedy developed for the incident in question.

ARTICLE VIII

EMPLOYER RIGHTS

Section A.

Subject to the provisions of this Agreement, the Employer on its own behalf and on behalf of the electors of the District reserves unto itself full rights, authority and discretion in the discharge of their duties and responsibilities to control, supervise and manage the Saginaw Intermediate School District and its professional staff under the laws and the Constitution of the State of Michigan and of the United States.

Section B.

The exercise of the foregoing rights, authority and discretion shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE IX

HOURS OF WORK

Section A.

The District reserves the right to set the hours of work for all Employees covered by this Agreement. A permanent change in the starting time shall not be made without prior discussion with the Association. The District reserves the right to occasionally change an Employee's starting time without prior discussion in case of emergency. The parties agree that the Employer may change the regular hours during the summer period.

Section B.

For eight (8) hour Employees in classifications covered by this Agreement other than transportation Employees, there shall be two (2) fifteen (15) minute paid rest breaks per day to be scheduled by the Employer. For six (6) hour Employees and regular part-time Employees in classifications covered by this Agreement other than transportation Employees, there shall be one (1) fifteen (15) minute paid rest period for each consecutive four (4) hour period of work performed to be scheduled by the Employer. For full-time Employees in classifications covered by this Agreement, there shall be a one-half (1/2) hour lunch period without pay to be scheduled by the Employer as close to the middle of the shift as reasonably possible.

Section C.

A normal week shall be forty (40) hours, however, this shall not be a guarantee of the number of hours. The District shall notify the Association at least ten (10) working days in advance of any proposed reduction in hours except in cases of emergency.

Section D.

The normal work day for all bargaining unit member employees shall not be greater than eight (8) hours per day. Work day shifts may begin as early as 6:00 a.m., with the latest shift in the work day ending by 11:00 p.m. The Association recognizes the Board's right to construct a work day for employees that are exceptions to the normal.

Section E.

The minimum call-in time for emergency situations shall be two (2) hours of pay.

ARTICLE X

COMPENSATION

Section A. Basic Compensation.

The basic compensation of each Employee group/classification shall be set forth in Schedule "A". There shall be no deviation from said compensation rates during the life of this Agreement.

Section B. Overtime.

When overtime work becomes available, it is assigned on an equitable rotating basis, starting with the most senior employee.

1. first within the classification within the department, and next within the group within the department for all departments except for Hartley Food Service where it is assigned on an equitable rotating basis within the department.

2. group is as defined in ARTICLE XIV, SENIORITY. Section A. Definitions.

Interpretation: Department is defined as:

- Millet Food Service
- Hartley Food Service
- Millet Transportation
- RESC Transportation
- Millet Assistants
- Hartley Assistants
- Millet Maintenance/Custodial
- RESC Maintenance/Custodial
- Hartley Maintenance/Custodial
- Media Production
- Hartley Nurse
- Hartley Secretary
- Millet Office Secretaries
- Millet Transportation Secretary
- REMC Secretaries
- Special Education Secretaries
- Health/Drug Secretaries
- Quality Secretary
- Instructional Services Secretary
- Data Processing/Finance Secretary
- Pupil Accounting/Truancy
- Receptionist

The following conditions shall apply to all overtime work:

1. Time and one-half will be paid for all hours worked over eight (8) hours in one day or forty (40) hours in one week.
2. Paid leave shall count toward hours worked.
3. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and the Employee.
4. For work performed on a Sunday, the Employee shall receive double for standard straight-time rate.
5. For work performed on a paid holiday, the Employee shall receive triple the standard straight-time rate.

Section C. Split Shift Premium.

Employees who are scheduled to work a split shift assignment, either regularly or temporarily, or on a day-to-day basis, shall be paid a split shift premium of One Dollar (\$1.00) per hour for all hours worked during the second half of their total scheduled work day, excluding temporary work assignments in cases of emergency call-ins. Transportation employees are excluded.

Section D. Shift Premium.

Any current employee starting a regular eight (8) hour shift after 12:00 noon shall receive a shift premium of fifteen (15) cents per hour.

Section E. Mileage.

Employees required in the course of their work and who have received approval from the administration to drive personal automobiles on behalf of the ISD shall receive the current IRS mileage rate per mile for all miles driven. The reimbursement rate for a given school year shall be the rate published by the IRS as effective January 1 of that school year.

Section F.

Employees shall not suffer a loss of daily work time in the event the Employer institutes an unscheduled, temporary change to the normal work day.

Section G. Payroll Deduction.

The parties shall mutually designate six banking institutions within Saginaw County for purposes of payroll deduction.

ARTICLE XI

WORKING CONDITIONS

Section A.

Employees 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 reimburse the Employee for the loss, damage, or destruction of personal property, needed in the normal course of employment, beyond normal wear and tear; not to exceed \$250.00 when not covered by other insurance, when such property is damaged as a result of the Employee's performance of the normal and regular duties on the premises of the Employer and such loss, damage, or destruction is not the result of the Employee's negligence. The Employer shall provide uniforms, smocks, or aprons to Employees of job classes where uniforms are required.

Section B. Inclement Weather.

Nothing in this Agreement shall require the Employer to keep any building in the District open in the event of inclement weather or when otherwise prevented by an Act of God.

When SISD Administrative offices, Millet Center or Hartley facilities are closed due to inclement weather, Acts of God, or other situations not under the control of the SISD Board or Administration, the following Employees must report to work by 10:00 a.m. unless otherwise notified by personal contact or radio and television messages.

Administrative Offices - none
*Millet Center - custodians and secretaries
*Hartley - all employees
*(Full-time Employees scheduled to work eight (8) hours will be expected to work a six hour shift and will be paid for eight hours.)

Any cancellation at any of the above facilities will name that facility specifically (i.e., classes will be cancelled at the Melvin G. Millet Center today). Employees who service students directly at Millet need

not report to work on inclement weather when school is cancelled by the Superintendent or his designee and they will not be paid for those days. (This includes: teacher assistants, paraprofessionals, cafeteria workers). These employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular rate.

When offices are closed due to inclement weather, an attempt will be made to notify employees as early as possible of the decision by the local TV and/or radio stations.

If the District is not timely in notifying employees, the office is closed and the employee reports for work, the employee will be paid at one and one-half (1 1/2) times their straight time rate for the time the employee was at work, or a minimum of two (2) hours (at 1 1/2 times their straight time rate), whichever is greater.

Employees may use personal, business, sick and vacation days to avoid loss of pay when school is cancelled.

Transportation Employees

When the Millet Center is closed it will be specifically mentioned on local media stations. When a local district is closed, due to inclement weather, there will be no bus transportation for students in that district.

If Millet Learning Center is open, students in local districts that are also open will be transported to Millet. When school districts where students attend are closed, there will be no bus transportation for those students (i.e., Saginaw Public Schools, Bridgeport-Spaulding, Carrollton and Saginaw Township).

When a school district is delayed due to inclement weather where a Saginaw Intermediate School District bus run originates, those bus run(s) will also delay or not transport students in that district as instructed by the Transportation Supervisor. Should a bus run delay, the bus driver or attendant shall call the parents/guardians of the students affected.

Section C. Student Discipline.

<p>The Board of Education recognizes its responsibility to give all reasonable support and assistance with respect to the maintenance of student discipline in the school district. Whenever it appears that a particular student interferes with an employee in the performance of his/her duties or persistently misbehaves while under the charge of an employee, said student's behavior shall be immediately reported to the supervisor in charge. A form and immediate contact procedure shall be instituted to accommodate such reporting. Included on the form shall be a section for the supervisor to indicate</p>	<p>Interpretation:</p> <ol style="list-style-type: none">1. Assistants that have responsibility for a student, will be a part of the behavior management team.2. Once an incident has occurred, there should be notification to all people that have direct responsibility for the student.3. Documentation on the communication process and behavior management plan will be maintained by administration.
--	---

to the employee the type of investigation and remedy developed for the incident reported.	
---	--

Section D. Miscellaneous.

1. The Employer shall provide, without cost to the employee, adequate and approved safety equipment necessary to perform their duties.
2. The Employer shall pay the cost of all required examinations, chauffeurs licenses or commercial drivers licenses (CDL), TB test and/or x-rays. However, it is further understood and agreed that the Employer shall not be required to pay the cost of re-taking any required examination as a result of an employee's failure to pass the examination.

ARTICLE XII

EMPLOYMENT STATUS DEFINED

Section A.

Nothing contained in this Article shall be interpreted to require the District to provide fringe benefits to any category of Employee unless specifically provided elsewhere in this Agreement. The Employer and Association recognizes the following categories of Employees:

1. Full-time: A full-time Employee is an individual employed on a regular basis to work at least thirty (30) or more hours per week or at least one thousand eighty (1,080) hours per year.
2. Part-time: A regular part-time Employee is an individual employed to work on a regular basis for less than thirty (30) hours per week or less than one thousand eighty (1,080) hours per year.
3. Substitute: A non-bargaining unit member Employee who is employed to fill a full or part-time position on a per diem basis while the regular Employee is absent or on approved leave.
4. Temporary help is defined as a non-bargaining unit Employee who is employed to do bargaining unit work not to exceed ninety (90) consecutive calendar days. In the event a temporary Employee is hired as a regular part-time or full-time Employee in the same classification that he/she worked as a temporary Employee, days worked as a temporary Employee, immediately prior to hire, shall count towards completion of the probationary period as set forth in Article XIV.

Section B. Student Trainees.

Students accepted at the SISD for training shall terminate their employment with the SISD upon completion of the course work which caused their hire. Students who have completed their training period may be hired for bargaining unit work per Article XII (1-4).

Section C. Supervisor and Unit Work.

A supervisor may only assume the duties of a union member in an emergency situation.

Section D. Summer Contracts.

<p>1. Any bargaining unit member scheduled to work over 30 days during the summer will be offered a contract.</p> <p>2. Assistants working in a 230 day program will be offered a 230 day contract and future 230 day program vacancies will be posted as 230 day positions.</p> <p>3. The Millet Head Cook will be offered a 230 day contract and any future Head Cook vacancies will be posted as 230 day positions.</p>	<p>Interpretation:</p> <p>1. For example, Aquatic Assistant, Long-term bargaining unit member subs, Hartley Food service employees, etc.</p> <p>2 & 3. Individuals currently working in a 230 day positions will be allowed to work 186 days if they elect to do so. 180 day programs normally work 186 days. 230 day programs normally work 236 days.</p>
--	--

ARTICLE XIII

VACANCIES AND TRANSFERS

Section A. Definition of Vacancy.

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

Section B. Posting.

All vacancies shall be posted in a conspicuous place in each building of the school district for a period of ten (10) work days. Each position shall contain the following information:

- (a) Job title;
- (b) Type of work;
- (c) Location of work;
- (d) Starting date;
- (e) Rate of pay;
- (f) Hours to be worked;
- (g) Group/Classification;
- (h) Minimum requirements.

Copies of postings will be sent to the local Association President prior to posting. Interested Employees may apply in writing to the Superintendent or his designee within the ten (10) day posting period. The Employer shall notify school year Employees of vacancies occurring during the school summer vacation period by sending a copy of posting to each such Employee by first class mail. Employees shall be responsible for keeping the Employer informed of their current mailing address.

Section C. Filling Vacancies.

- 1. Vacancies shall be filled with the most senior applicant from within the affected classification who possesses the qualifications for the job as set forth in the job description. Should no bargaining unit member from the affected classification

apply, the vacancy shall then be filled by the most qualified applicant from other classifications considering seniority. If no bargaining unit Employee applies and/or meets the job qualification of the job description, the vacancy may be filled with a non-bargaining unit employee or a new hire. In determining the extent to which a bargaining unit member is qualified for a position, the Employer shall consider the applicants abilities as demonstrated by his/her work record and education.

2. In the event the employer decides to fill a vacancy, prompt and reasonable effort will be made to fill the vacancy within 50 calendar days of posting. If this cannot be accomplished, notification to the association as to the reason why and the approximate hiring date will be given.

Section D. Notification.

The Employer shall make known its decision as to which applicant, if any, has been selected to fill a posted position by sending a copy of the notification to the Association President.

Section E. Trial Period.

In the event of a transfer or promotion to a new classification, the trial period shall be up to twenty-five (25) days actually worked. The trial period is not a training period, but is for the purpose of giving the Employee an opportunity to show his/her ability to perform the new job. During the trial period the Employer shall have the right to retransfer the Employee if he/she does not have the ability to perform the job and the Employee shall have the right to revert to his/her former classification. The Employer will give the promoted or transferred Employee reasonable assistance in performing up to Employer standards on the new job.

Section F. Temporary Transfers and Temporary Vacancies.

<p>1. The Employer shall have the right to transfer Employees irrespective of their seniority status from one job classification to another to substitute for Employees who are absent from work due to illness, accident, or vacations. Any Employee so transferred who substitutes in place of the absent worker, shall be paid the regular rate for that classification or the Employee's regular rate, whichever is greater.</p> <p>2. If there is an anticipated temporary vacancy (of more than one month duration) every effort will be made to fill the vacancy. Temporary vacancies will be filled by the process established by the appropriate School Improvement Team. Persons who fill a temporary vacancy shall have the right to return to their previous position upon completion of the defined vacancy.</p>	<p>Interpretation: 2. School Improvement teams have the option of shortening the timeline for filling temporary vacancies.</p>
---	--

3. Criteria for Determination of the Need for Involuntary Transfers. Written documentation will be provided which identified that the following criteria have been met:

- a. Staff has Physical Restrictions
 - * Medical documentation is available
- b. Unresolved Interpersonal Conflicts (Between Staff/Student/Parents)
 - * Steps to resolve conflict may include:
 - Counseling
 - Conflict resolution
 - Training
- c. Performance Issues
 - * Documentation supports that the following steps have been taken:
 - Evaluation (situation/not personal)
 - Plan of Assistance
 - Improvement Assessment
 - Disciplinary action up to and including dismissal
- d. Program Changes (which lead to staff re-assignment)
 - * May include:
 - Consolidation of programs or classrooms
 - Added programs or classrooms
 - Elimination of programs or classrooms

Involuntary transfers will be handled by the process established by the appropriate School Improvement Team.

3. Written documentation must exist but due to confidentiality may not be released.

Section G. Driving Assignments.

1. Prior to each school year, or as soon as practicable, but prior to the second Friday of October, the regular route assignments which have been established by the school district shall be distributed to all drivers and attendants with notification of the time and place where bidding for assignments, by classification seniority, shall take place. Assignments shall be bid and assigned on a seniority basis from greatest to least. The Employer reserves the right to modify driving assignments during the school year.

- a. Definitions. Regular Route assignments shall consist of the work bid annually along with those run modifications made subsequently by the Transportation Supervisor during the school year.

A run shall consist of the pick up of students along a designated route and delivering them to a second location either school or home (A.M.; P.M.; Shuttle & Noon).

- b. If any vacated regular route assignments are to be filled during the school year, notice of the assignment shall be distributed to all drivers and attendants at the time drivers are to report to the Millet Center to turn in their time sheets and pick up pay checks. Any driver and/or attendant may apply for the position. The first consideration shall be given those drivers or attendants with the most seniority within their respective job title.
2. If a driver's regular route assignment is lost, the driver who lost his/her assignment shall have the right to bump to a regular route assignment held by a driver with less seniority.

If an attendant's regular route assignment is lost, the attendant who lost his/her assignment shall have the right to bump to a regular route assignment held by an attendant with less seniority.

The displaced (bumped) Employee shall take the place of the bumping Employee. The displaced (bumped) Employee may subsequently displace a lower seniority Employee subject to the above provisions.

Regular route consolidations, splits, mergers or modifications shall be made on a reasonable basis with input from the affected Employees and with consideration to seniority rights.
 3. If, in the event of an emergency, a bus driver is used as a bus attendant, the driver serving in that attendant position shall be paid regular driver wages. Emergency driving and attendant assignments shall be filled by the Employer on a seniority basis with a reasonable attempt to contact Employees by bus radio.
 4. Extra Work: Extra work shall consist of driving and attendant assignments that are not a part of a regular route assignment where the same assignment does not reoccur on a regular basis (i.e., field trips, emergency trips, etc.). All drivers and attendants shall be eligible to work extra work assignments which shall be assigned on an equitable rotating basis starting with the most senior Employee at the beginning of each school year. Extra work shall only be considered bargaining unit work if consistent with the past practice of the District. The District reserves the right to assign driving of vehicles which do not require bus driver certification to non-bargaining unit members.
 5. Summer Assignments: Summer assignments shall be driving and/or attendant assignments that occur at times other than during the one hundred eighty (180) day school year (Mid-June, July and August). Beginning in the Summer of 1993, drivers and attendants will bid for Summer work assignments using their classification seniority.

6. Substitute Work: All work that becomes available due to the absence of a regular driver or attendant shall be covered by allowing for current drivers and attendants to temporarily transfer into those positions. Such assignments shall be known to have a duration of not less than one (1) month. All drivers and qualified attendants interested in serving in substitute assignments shall make known their desire, in writing, to the Transportation Supervisor by the second Friday following Labor Day of each year. The Transportation Supervisor will assign drivers and attendants to the applicable temporary position on the basis of classification seniority. If all regular drivers on the list refuse the opportunity, the Supervisor may fill the assignment as he/she deems necessary.
7. Temporary Short Term Runs. Temporary short term runs will be assigned to drivers and attendants such that the work is covered by the Employees whose work is in closest proximity to the need that is to be covered. Assignments may be constructed to avoid the payment of overtime.
8. If all Employees on the Transportation Seniority List who are qualified to do the work refuse to accept extra work assignments or summer assignments, the Employer may require that the work be performed by the least senior Employee in the job classification or the work can be covered by a non-bargaining unit substitute Employee.
9. When it becomes necessary for a particular bus to be washed, the Bus Driver shall be paid his/her regular rate for the time spent performing the duty, if requested by the Supervisor of Transportation. No one will be required to wash a bus out-of-doors when the outdoor temperature is below 45 degrees Fahrenheit.
10. Fifteen minutes per run not to exceed two (2) per day shall be added to each driver's and attendant's regular work time for purposes of general trip preparation, including, but not limited to, pre-trip inspection, refueling, minor cleaning and de-icing his/her assigned vehicle. It is understood that drivers and attendants who have lay-over time shall fuel and maintain the bus at that time. (5) Five minutes per run will be allotted to drivers for pre-trip inspections for each run over two per day.

ARTICLE XIV

SENIORITY

Section A. Definitions.

1. District-Wide Seniority: District-wide seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the bargaining unit member's first working day as described above. A paid holiday shall be counted as the 1st 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 drawing lots.
2. Group Seniority: Seniority accrued in one Group is not transferable to another Group. In the Event an employee in the bargaining unit transfers from one Group to another, his/her

accrued seniority shall be frozen in the Group from which he/she is transferred and may be used to avoid layoff only. Seniority in the new group shall begin as of the first day worked in that group. The Employee's first day worked for seniority purposes shall be set by the Employer at the time he/she is hired or transferred to different Group. In no event shall the Employer assign a date for seniority purposes that is different from the Employee's first scheduled day of work in a Group.

For purposes of seniority, the Groups with their respective classifications shall be as follows:

MAINTENANCE/CUSTODIAL GROUP

- Head Custodian
- Custodial Maintenance
- Hartley Housekeeper
- Custodian
- General Utility

MEDIA PRODUCTION GROUP

- Media Production Leader
- Printer

FOOD SERVICE GROUP

- Food Service Manager
- Head Cook
- Cook
- Cook Assistant

SECRETARIAL GROUP

- Lead Secretary/Ass't. Supt. Secretary/Child Acct. & Truancy
- Director's Secretary
- General Secretary
- Secretarial Clerk

TECHNICIANS GROUP

- Hartley Nurse

TRANSPORTATION GROUP

- Bus Driver
- Truck Driver
- Bus Attendant

ASSISTANTS GROUP

- Classroom Assistant
- General Assistant

Section B. Probationary Period.

All new Employees shall be probationary Employees until they have completed ninety (90) consecutive calendar days of service, exclusive of any unpaid leaves or layoffs, except that the Probationary Period for Bus Drivers shall be ninety (90) days actually worked. During the

probationary period, the Employee shall be represented by the Association for all purposes except, the termination of a probationary Employee shall not be subject to the Grievance (Arbitration) Procedure. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

Section C. Seniority List.

The Employer will maintain an up-to-date seniority list showing the district wide, and Group seniority of each Employee. A copy of the seniority list will be posted on the appropriate bulletin boards on August 1st of each year. The names of all employees who have completed their probationary periods shall be listed on the seniority list, starting with the senior Employee's name at the top of the list. A copy of the seniority list and subsequent revisions shall be furnished to the Association as the composition of the list changes.

Section D. Termination of Seniority.

Seniority shall be lost by a bargaining unit member for the following reasons:

1. The Employee resigns in writing.
2. The Employee is discharged for just cause.
3. The Employee is laid off for a period of time exceeding his/her seniority, or three (3) years, whichever is less.
4. The employee accepts a non-bargaining position with the Employer.
5. The Employee retires.
6. The Employee fails to return to work within five (5) consecutive workdays of the date the Employer sends notification of recall from layoff through certified mail.
7. Settlement of a total disability.

ARTICLE XV

REDUCTION IN PERSONNEL - LAYOFF AND RECALL

Section A. Definition.

Layoff shall be defined as a reduction in the work force.

Section B. Notice of Layoff.

No Employee shall be laid off pursuant to a reduction in the work force unless said Employee shall have been notified of the layoff at least ten (10) work days prior to the effective date of the layoff, except in cases of emergency. Emergency shall result from circumstances of a limited duration such as acts of God, epidemic, power failure or similar happenings.

Section C. Layoff Procedure.

In the event of a reduction in work force, the Employer shall first lay off probationary bargaining unit members in the affected group, prior to laying off, senior bargaining unit members in the affected

classification. In no case shall a new Employee be employed by the Employer while there are laid off bargaining unit members who are qualified for the vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, in the classification from which they are being laid off, for which they are qualified, which is held by the least senior bargaining unit member who is full-time.

In the event that there are no available positions to bump within the laid off Employee's classification, said Employee shall bump to the lowest senior Employee within the next lower classification assuming the bumping Employee is qualified to perform the work. Consistent with other provisions of this Article, a laid-off Employee shall assume an available full-time position, but may accept a part-time position.

If an Employee has seniority frozen in another Group sufficient to bump a less senior Employee in that Group and if such bumping is necessary to maintain one's employment, the Employee must exercise his/her right to bump by written notice to the Superintendent or his designee within five (5) working days after receipt of a layoff notice.

Section D. Reduction in Work Hours.

There shall be no reduction in the normal work hours provided for any bargaining unit member or position without the prior notice to the Association. In the event of a reduction in the work hours, bargaining unit members with the greater seniority that are being reduced within the affected classification may exercise their seniority pursuant to paragraph C, above. In no case shall a reduction of any bargaining unit member's work hours take effect until ten (10) working days after written notice to the affected bargaining unit member(s) is given by the Employer. An Employee must exercise his/her seniority rights under this section by written notice to the Superintendent or his designee within five (5) work days after receipt of a reduction in hours notice. A reduction in work hours within the Transportation Group shall be treated pursuant to Article XIII.

Section E. Benefits.

For the days remaining in any month from the date of layoff of an employee, all fringe benefits will be continued by the Employer to the end of that monthly billing period. Laid off bargaining unit members may continue their health insurance benefits pursuant to COBRA.

Section F. Substitute Priority.

A laid off employee shall upon application, and at his/her option, be granted priority status on the substitute list, at the pay rate he/she had achieved prior to layoff, or the rate of pay for the filled position, whichever is lower, according to his/her seniority, provided the laid off employee has the qualifications and ability to perform the work. A laid off Employee who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclimation in the food service and custodial maintenance groups, the Employer may, however, use established substitutes for immediate short-term work needs of non-extended duration.

Section G. Recall.

When the work force is increased after a layoff, Employees will be recalled by classification seniority, with the most senior Employee being recalled first, provided the Employee has the qualifications and ability to perform the work. Employees shall not be required, however, to accept recall to a classification other than that from which they were laid off, unless said work meets MESC standards for suitable work. An Employee who accepts recall to a classification other than the classification held when laid off, shall have the right to fill the first vacancy in his/her former classification.

Section H. Notice of Recall.

Notices of recall of Employees on layoff 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 employee is to report back to work. It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. An Employee on layoff shall be given at least five (5) workdays from receipt of notice to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work, providing the Employee reports within the five (5) workday period.

ARTICLE XVI

JOB DESCRIPTIONS

Section A.

The District shall develop written job descriptions which shall contain a minimum of the following criteria:

- A. Minimum qualifications.
- B. Overview of the general duties for a given position.
- C. Classification.

The Employer agrees to provide the Association with a copy of any job descriptions as developed. The Employer shall meet and confer with the Association upon request to discuss changes in existing job descriptions or the development of a new job description.

All employees, new hires and transfers shall be given a copy of their job description.

Section B.

The Employer and Association agree that positions should be appropriately classified for purposes of compensation. Whenever it is demonstrated that an Employee is substantially performing all of the duties of a higher rated classification, whether permanently or temporarily (but in no case less than one (1) day), the Employee shall receive the compensation provided for that particular classification, for the time spent performing those duties.

Section C.

The Employer reserves the right to establish any new group or classification necessary for the Employer's objectives. Any time the Association is in disagreement with the pay rate assigned to a new classification, the parties shall meet and negotiate a new pay rate within thirty (30) days of the creating of that particular classification. Failure to reach agreement on the proper wage rate shall result in the Association's right to file a grievance for this purpose under the grievance procedure.

ARTICLE XVII

EVALUATIONS

Section A.

Each Employee's performance shall be appraised based on the criteria listed in his/her job description. Work outside the bargaining unit member's normally assigned duties shall not be evaluated.

Section B.

Formal annual evaluations shall be reduced to writing and a copy given to the Employee within ten (10) working days after it has been signed by the evaluator. If the Employee disagrees with the evaluation, he/she shall submit a written response which shall be attached to the file copy of the evaluation in question.

Section C.

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

Section D.

Each Employee's evaluation shall include at the conclusion of the report the statement: "Considering all factors, the work performance of this Employee is: (Check one)"

- Superior
- Meets job requirements
- Unsatisfactory

Needs improvement in the following areas:

Recommendations for improvement:

Section E.

The Association and the District agree to mutually establish a new evaluation system to replace the above. The parties will make a good faith effort to have a working system in place by June 1, 1998.

ARTICLE XVIII

SUBCONTRACTING

It is the general policy of the Employer to continue to utilize its Employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency provided the subcontracting does not result in the layoff of a current bargaining unit member. Except where an emergency situation exists, before the Employer changes its policy involving the overall subcontracting of work in a general area where such policy change amounts to a significant deviation from past practice, the Employer will notify the Association and offer the Association an opportunity to negotiate the desirability of subcontracting such work.

ARTICLE XIX

HOLIDAYS AND VACATIONS

Section A.

All regular, permanent, seniority Employees will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below provided the day falls within their scheduled work year. In the event the District provides teachers with a holiday not listed below which would cause a loss of work day for employees covered by this Agreement, employees shall receive pay for that day pursuant to the same conditions found herein. If the work year for the Employee starts during the week containing Labor Day or starts the week prior to Labor Day, Labor Day shall be a paid holiday for that Employee. If the work year for the employee includes the week containing July 4th or the week prior to July 4th, July 4th shall be a paid holiday for that employee. As a condition of eligibility to receive holiday pay, an employee must work his/her regularly scheduled work day before and after the holiday.

- | | |
|-------------------|------------------------------|
| 1. New Year's Day | 6. Thanksgiving Day |
| 2. Good Friday | 7. Friday after Thanksgiving |
| 3. Memorial Day | 8. Christmas |
| 4. July 4th | 9. Christmas Eve Day |
| 5. Labor Day | 10. New Year's Eve Day |

Section B.

The holidays which fall on a Saturday or Sunday shall be replaced as listed below. However, the District reserves the right to change dates so long as changes are made with prior written notice to the Union before October 15th of each year.

Christmas Day	1999	December 27, 1999
New Years Day	2000	December 30, 1999

Section C.

If Christmas or New Year's Day falls on Thursday, Employees will receive Friday with pay off as well as the holiday if Section A and B above are met to the Board's satisfaction.

Section D.

An employee who is scheduled to work on any holiday set forth above and does not work said day, shall receive no holiday pay for such day. Employees will be paid double time their regular straight-time rate for all authorized hours worked on a holiday plus holiday pay. However, no overtime premium shall be paid twice for the same time worked.

Section E.

All regular, permanent, seniority Employees who are regularly scheduled to work two hundred sixty (260) days will earn vacation leave with pay in accordance with the following provisions:

1. Vacation leave with pay is earned in the calendar year based on the Employee's most recent anniversary date of hire prior to the calendar year in which the vacation leave with pay is to be taken.
2. Vacation leave with pay may not be taken until earned; however, the Superintendent may, in exceptional circumstances, grant an exception to this requirement.
3. Employees will earn vacation leave with pay according to his/her most recent anniversary date of hire in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time - Pay</u>
a. Less than 1 year of service	One-half (1/2) day each calendar month worked up to a maximum of five (5) days
b. 1 year, but less than 4 years of service	One (1) day for each calendar month worked, up to a maximum of (10) working days
c. 4 years but less than 7 years of service	One (1) day for each calendar month worked, up to a maximum of twelve (12) working days
d. 7 years but less than 9 years of service	One and one-fifth (1-1/5) days each calendar month worked up to a maximum of fourteen (14) working days
e. 9 years but less than 12 years of service	One and one-quarter (1-1/4) days of each calendar month worked up to a maximum for fifteen (15) working days
f. 12 years but less than 15 years of service	One and one-third (1-1/3) days for each calendar month worked, up to a maximum of sixteen (16) working days

- g. 15 years but less than 19 years of service One and one-half (1-1/2) days for each calendar month worked, up to a maximum of eighteen (18) working days
- h. 19 years or more of service One and two-thirds (1-2/3) days each calendar month worked, up to a maximum of twenty (20) working days
- i. 20 years or more of service See APPENDIX A., Section B. Longevity
- j. An eligible Employee must receive pay for eighty percent (80%) of the scheduled work time within a given calendar month to earn vacation credit under the above schedule.
- 4. The vacation year for all Employees is from one anniversary date to the next. All vacation leave with pay earned in the preceding year (anniversary date to anniversary date) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the Board in writing, provided, that Employees may accumulate and carry-over from year-to-year ten (10) work days of vacation leave credit. However, it is further understood and agreed that employees may not take a continuous vacation at any one time longer than the applicable vacation time provided for in Section E above.
- 5. Paid holidays (as set forth in this Article) falling within a scheduled vacation period shall not be charged against the earned vacation time.
- 6. Vacations will be scheduled by the Board. In order to determine Employee preferences, Employees are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to their immediate supervisor at least ten (10) working days prior to the requested period. When authorized by the Board, the Employee may change his/her requested vacation period. When conflicts in scheduling arise, preference will be given to the Employee with the most seniority.
- 7. Unless otherwise authorized by the Employee's supervisor, vacation leave with pay must be taken in increments of not less than one-third (1/3) of a working day.
- 8. An Employee who voluntarily resigns will be paid for all earned vacation leave with pay if the Employee gives the Board at least two (2) weeks advance written notice of the resignation.
- 9. New Employees will not be eligible to take any vacation time until they have completed six (6) months of employment. Employees who are terminated by the Board during the probationary employment shall lose accrued vacation time.

Section F.

A vacation may be waived by an Employee and extra pay received for work during that period only upon written permission from the Superintendent. The Board reserves the right to require an Employee to waive earned

vacation time and pay additional salary for work during that period or to reschedule the vacation when the efficient operation of the school system so requires.

Should an Employee be required to waive normal vacation time, the compensation rate for such time shall be at the employee's contractual rate of pay.

Section G.

Vacation leave with pay will be paid at the Employee's regular base straight-time rate of pay.

ARTICLE XX

LEAVES OF ABSENCE WITH PAY

Section A. General Leave Conditions.

1. The Employer shall furnish each Employee with a written statement on his/her check stub setting forth the total accumulated sick leave credit for said Employee.
2. An Employee who is unable to work because of personal illness or disability and who has exhausted all paid sick leave available shall, upon application, be granted a leave of absence without pay for the duration of such illness or disability up to one year. Leave of absence may be renewed each year upon written request and approval by Employer. The Employer agrees to continue to provide the insurance benefits provided by this agreement for two (2) months following the exhaustion of an Employee's sick bank.

<p>3.A. Absence due to injury or illness incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days. Employees that receive Workers Compensation benefits for these leave days will reimburse Saginaw Intermediate School District.</p> <p>3.b. Upon request, the Employer shall pay to such Employee the difference between his/her compensation and benefits received under the Michigan Workers' Compensation Act for the duration of such absence, or until such amounts paid by the Employer shall be prorated against the Employee's sick leave pay and paid until the Employee returns to work or has exhausted the prorated amount in his/her sick leave bank.</p>	<p>Interpretation: Illness must qualify for Workers Compensation.</p>
---	---

4. If an Employee has completed ten (10) or more years of service in the SISD School System, he/she will be paid for all accumulated, unused sick days up to a maximum of ninety (90) days at a rate of one-half his/her current pay scale (regular classification rate) but not less than \$30.00 per day for full-time Employees (prorated for part-time Employees), if he/she terminates his/her employment with the exception of dismissal due to disciplinary action.

Section B. Sick Leave Credit Accrual.

1. Each Employee shall be credited with one (1) day of accrued sick leave for each month that the Employee is actively at work for the District.
 - (a) Personal illness or disability. The Employee may use all or any portion of his/her leave to recover from his/her own illness or disability or the illness of a dependent.
 - (b) Medical or nursing care. The Employee may take up to three (3) days to make arrangements for medical or nursing care for a member of his/her immediate family (see C.1.) whenever there is a sudden, unexpected or serious illness resulting in a member of the family needing additional care.
2. Sick leave shall be taken in increments of not less than one-third (1/3) of a working day unless approved by the employee's immediate supervisor.

Section C. Death in the Immediate Family.

1. The Employee may be granted a maximum of five (5) paid leave days whenever there is a death in the Employee's immediate family, provided the Employee is required to be engaged in making necessary arrangements concerning the settlement of the estate or the funeral arrangements. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, step-mother, step-father, step-child, grandchild, father-in-law, mother-in-law, grandparent and legal guardian, or any member of the household. Extension may be granted upon approval by the Superintendent or his designee, however sick days may be used.
2. The Employee may be granted a maximum of two (2) paid leave days under the same conditions as noted above for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and/or nephew. Extensions may be granted upon approval by the Superintendent or his designee, however, sick days may be used.

Section D. Personal Business, Emergency Leave.

Employees shall be allowed to take a maximum of three (3) days, or twenty-four (24) hours (hours will be prorated based on hours worked) per year for personal business and emergency leave that require their attendance at activities during their regular work day, provided that such activities cannot be arranged at some other time. Personal business days shall not be taken in increments of less than one-third (1/3) of a working day unless approved by a supervisor. It is distinctly understood between the parties that these days may only be granted for doing those activities that constitute personal business and are not any other type of business engaged in by an Employee for the

purpose of making economic gains outside their regular employment. Should an employee be found abusing this section by the Employer, harsh discipline will be used (time off without pay). Personal business day requests must be made at least seventy-two (72) hours in advance except in the case of an emergency and on forms provided by the District. Employees must obtain approval from their immediate supervisor prior to taking a personal business day. At the end of each school year, unused personal business days will be converted to sick days and will accumulate according to the provisions of this article.

Section E. Jury Duty.

An Employee, regardless of work shift, who is required to attend jury duty shall be paid the difference between what he receives for jury pay and his regular rate of pay not to exceed a maximum of thirty (30) days. Employees who are released from jury duty shall promptly return to work unless excused by their immediate supervisor.

Section F.

Employees who work during the summer and who do not receive vacation benefits, but who actually work 230 days during a school year shall receive, two (2) additional personal business days. Said additional personal business days shall be subject to the same terms and conditions as specified in Section D above.

ARTICLE XXI

LEAVES OF ABSENCE - UNPAID

Section A. Length and Eligibility.

Leaves of absence without pay or benefits up to two (2) years in duration may be granted upon written request from an employee. During said leave, seniority shall be frozen until return. More than five (5) consecutive days without pay will constitute an unpaid leave.

1. Long Term - Board Approved
Thirty one (31) days to two (2) years. Seniority frozen. (Excluding B.4 & B.7)
2. Long Term - Supervisor Approved
Six (6) to thirty (30) days. Seniority frozen. (Excluding B. 4 & B. 7)
3. Short Term/Random - Supervisor Approved
Five (5) days or less. Seniority not frozen.

Section B. Reasons for Leaves of Absence.

<p>1. Child Care Leave: Child care leave will be granted in accordance with Section A. of this article.</p> <p>2. Leaves for other purposes may be granted at the discretion of the Supervisor/Board upon written request.</p>	<p>Interpretation: Supervisor refers to Sections A.2 and A.3 above. Board refers to Section A.1 above.</p>
--	--

3. Leave of absence for service in a governmental agency may be granted.

4. Members of the Association elected to State or National Association positions or selected by the Association to do work which takes them from their employment with the Employer shall at the written request of the Association receive temporary leaves of absence without pay or benefits for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.

5. An educational leave of absence may be granted, upon application.

6. A personal leave of absence may be granted, upon application.

7. A military leave of absence shall be granted to any employee who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, an employee shall be placed in the same classification and experience level as he/she would have been had he/she worked in the District during such period.

Section C. Return From Long Term Leave of Absence.

1. When an Employee's health permits his/her return, he/she shall make his/her request known in writing to the Supervisor/Personnel Director and will submit a statement from a physician of the Employee's fitness for work. In the event there is a question of the Employee's fitness to return to work, the Board has the right to request an examination at Board expense.
2. An Employee returning from an approved leave of absence shall be reinstated to the assignment and classification he/she held when the leave began, provided he/she has the requisite seniority and the assignment still exists.
3. An Employee applying for a long term leave shall be required to notify his/her Supervisor/Personnel Director of the date of his/her intended return.
4. An Employee wishing to return from a Board Approved Long Term leave of absence shall be required to notify the Board in writing of his/her desire to return at least twenty (20) working days or to request an extension, or to submit a resignation, otherwise the Employee will be considered as terminating his/her employment with the District.

Section D. Family Medical Leave Act.

Parties have agreed to comply with the Family Medical Leave Act of 1993.

ARTICLE XXII

INSURANCE

The District agrees to provide eligible employees the following level of insurance coverage.

Section A. Health Insurance.

1. Upon submission of a written application, the Board will pay, for the period of time noted, premium amounts up to the level specified in Health Plans A & B below, so as to provide a level of health insurance coverage for full-time eligible seniority Employees, not otherwise eligible to be covered by another comparable Employer paid group health plan who enroll in one of the below-noted plans, during the appropriate enrollment period, subject to the terms and conditions specified in the Board's group insurance contracts. Employees shall not be eligible for insurance until after completion of thirty (30) working days and shall thereafter be enrolled at the next enrollment period.

The District will offer three Blue Cross/Blue Shield health care plans which include the Traditional Plan, the Preferred Provider Organization Plan (PPO) and the Health Maintenance Organization Plan (HMO).

Any Employee who elects to terminate his/her health insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.

2. An Employee must be a full-time Employee as indicated in Article XII, Section A.1., to be eligible for the health insurance benefits set forth in Section A.
3. The insurance coverage listed herein shall be discontinued on the day Employee's services are terminated or the day he/she goes on any leave of absence without pay or is laid off provided that those Employees who go on any leave of absence without pay may keep their group health coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence. Employees who are laid off shall be eligible for a continuation of group health insurance coverage according to whatever conversion terms and conditions the carrier so designates, and at whatever level of coverage the carrier so designates, by making the appropriate cash payment(s) in whatever manner the carrier so directs directly to the carrier. It is understood that the Board assumes no liability in this regard.

4. Coverage Level for MESPA Employees.

- (a) The monthly maximum health premium rate to be paid by the Board shall be as follows:

<u>7/1/97 to 6/30/98</u>	
One Person	\$137
Two Persons	\$286
Full Family	\$302

- (b) 7/1/98 to 6/30/2000
The Board shall pay the H.M.O. rates.

It is understood that any cost of insurance over and above the amount listed in Schedules A and B above, shall be borne by the Employee and the Employee shall authorize a payroll deduction for such to be taken from his/her pay.

Section B. Dental Insurance.

1. Upon submission of a written application, the Board will pay, for the period of time noted, premium amounts up to the level specified in the Dental Plan below, so as to provide a level of dental insurance coverage for full-time eligible seniority Employees, not otherwise eligible to be covered by another comparable Employer paid group dental plan who enroll in the plan, during the appropriate enrollment period, subject to the terms and conditions specified in the Board's group insurance contracts. Employees shall not be eligible for insurance until after completion of thirty (30) working days and thereafter shall be enrolled at the next enrollment period.

Any Employee who elects to terminate his/her dental insurance coverage shall not be eligible to enroll in the Board plan(s) until the next open enrollment period.

2. Notwithstanding any of the provisions, the Board reserves the right to select the provider of insurance benefits, to change providers, to become self-insured and/or to determine the method of providing the negotiated benefits (including bidding such benefits). In the event of a change of insurance providers, the level of benefits shall remain comparable and consistent with existing benefit levels.
3. An Employee must be a full-time Employee as indicated in Article XII, Section A.1., to be eligible for the dental insurance benefits set forth in Section A.
4. The insurance coverage listed herein shall be discontinued on the day Employee's services are terminated or the day he/she goes on any leave of absence without pay or is laid off provided that those Employees who go on any leave of absence without pay may keep their group dental coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence. Employees who are laid off shall be eligible for a continuation of group dental insurance coverage according to whatever conversion terms and conditions the carrier so designates, and at whatever level of coverage the carrier so

designates, by making the appropriate cash payment(s) in whatever manner the carrier so directs directly to the carrier. It is understood that the Board assumes no liability in this regard.

5. There shall be no duplication of dental insurance coverage. Employees eligible to be covered by another comparable Employer paid group dental plan shall not be entitled to the insurance as provided herein. The Employee must notify the Payroll Office of any personal coverage or coverage from the spouse's insurance plan. Proof of eligibility per these provisions shall be on forms as provided by the Board. Any violation of this non-duplication of benefits provision will result in cancellation of insurance coverage for one year.
6. Coverage Level for MESPA Employees.
 - (a) Said dental care program will provide a benefit level of ninety percent (90%) of Class I benefits (basic dental services), a benefits level of ninety percent (90%) of Class II benefits (prosthodontic dental services), and a benefit level of eighty percent (80%) of Class III benefits (orthodontic dental services of dependent children to age 19 only).

Section C. Vision Insurance.

Effective October 1, 1997, the Board will for the duration of this contract, provide Vision Care Benefits up to the level specified in the Summary Plan Description to all full-time eligible seniority employees, not otherwise eligible to be covered by another comparable Employer paid group vision plan.

Section D. Life Insurance.

1. The Board will, for the duration of this Agreement, pay the premiums to provide the designated dollar amount listed below in term life insurance for full-time and regular part-time Employees, subject to the terms and conditions in the policy in effect between the Board and the carrier.
2. Employees shall not become eligible for insurance until after completion of thirty (30) working days and thereafter shall be enrolled at the next enrollment period.
3. The insurance coverage listed herein shall be discontinued on the day Employee's services are terminated or the day he/she goes on any leave of absence without pay or is laid off provided that those Employees who go on any leave of absence without pay may keep their group life insurance coverage in effect for such periods of time as may be permissible under the contracts between the Board and the carrier by depositing with the Business Office the full amount of the premiums on or before their last day of work prior to the leave of absence. The Employees who are laid off shall be eligible for a continuation of group life insurance coverage according to whatever conversion terms and conditions the carrier so designates, and at whatever level of coverage the carrier so designates, by making the appropriate cash payment(s) in whatever manner the carrier so directs directly to the carrier. It is understood that the Board assumes no liability in this regard.

4. It is understood that the Board reserves the right to select the provider of insurance benefits, to change providers, to become self-insured and/or to determine the method of providing negotiated benefits to be comparable to the basic benefits noted herein. In the event of a change of insurance providers, the level of benefits shall remain comparable and consistent with existing benefit levels.
5. Coverage Level for MESPA Employees.
 - (a) The Board will, for the duration of this Agreement, pay the premiums to provide Twenty Thousand and 00/100 (\$20,000) Dollars AD&D term life insurance for all full-time and regular part-time Employees as indicated in Article XII, Section A.1.

Section E. Long Term Disability Insurance.

1. The Board will, for the duration of this Agreement, pay the premiums to provide disability insurance for full-time Employees, subject to the terms and conditions in the policy in effect between the Board and the carrier.
2. Employees shall not become eligible for insurance until after completion of thirty (30) working days and thereafter shall be enrolled at the next enrollment period.
3. The insurance coverage listed herein shall be discontinued on the day employee's services are terminated or upon layoff or leave of absence.
4. It is understood that the Board reserves the right to select the provider of insurance benefits, to change providers, to become self-insured and/or to determine the method of providing negotiated benefits to be comparable to the basic benefits noted herein. In the event of a change of insurance providers, the level of benefits shall remain comparable and consistent with existing benefit levels.
5. Coverage Level for MESPA Employees.
 - (a) All full-time Employees will be eligible for managed sick leave benefits after forty-five (45) working days of illness. Benefit payments will be sixty-six and two-third percent (66 2/3%) of the Employee's salary for the remainder of the first year of disability. Thereafter, the benefits will be sixty percent (60%) until age seventy.

Section F. Insurance Forms.

Employees are required to promptly complete all insurance enrollment forms as a condition of receiving the benefits provided herein.

Section G. Cash in Lieu of Health Insurance (Under IRS Regulations).

All full-time employees who have health insurance through another carrier shall receive cash (or TSA) in lieu of health insurance in the amount of:

1997 - 1998	\$50 monthly
1998 - 1999	\$75 monthly
1999 - 2000	\$100 monthly

ARTICLE XXIII

SAVINGS CLAUSE

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees shall be found to be contrary to law, then such provision or application shall be deemed invalid and non-subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XXIV

PROFESSIONAL IMPROVEMENT

Section A.

The Employer or Employee may request attendance of job-related seminars, workshops or training programs of mutual benefit to Employee and Employer. The Employer will pay approved expenses for Employees attending approved training programs. If the Employee must be released from duty to attend, there will be no loss of pay. Applications will be available through the Superintendent's office.

Section B.

The Employer will provide inservice programs and/or activities to bargaining unit members that are designed to improve and/or enhance the services provided to its students. Time spent in such inservice activity by unit members shall be paid time at their contractual hourly rate.

Section C. Professional Growth.

The Association and the District have established a professional growth system. See Addendum #1. The addendum may be changed by the Joint Administrative/MESPA Growth Unit Committee during this contract.

ARTICLE XXV

NO STRIKE

Section A. No Strike.

The Association and the Employer recognize that strikes and other forms of work stoppage by Employees are contrary to law and public policy. The Association and the Employer subscribe to the principle that differences shall be resolved by peaceful and appropriate means with

non-interruption of the school program. The Association therefore agrees that its officers and representatives shall not authorize, instigate, cause, aid, encourage, ratify or condone, any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system. The Association additionally agrees that no Employee shall take part in any strike, slowdown or stoppage of work, boycott or other interruption of activities in the school system. Failure or refusal on the part of any Employee to comply with the provisions of this Article shall be cause for whatever disciplinary action is deemed necessary by the Employer.

Section B. No Unfair Labor Practices.

The Board agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice against the Union or its members as defined by Section 10 of the Public Employment Relations Act.

Section C.

The Union agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice against the school board or its agents and Employees as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XXVI

DURATION OF AGREEMENT

Section A.

This Agreement shall be effective as of this 1st day of July 1997, and shall continue in effect through June 30, 2000.

Section B.


Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an Agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual written agreement of the parties.

FOR THE ASSOCIATION

FOR THE EMPLOYER



President



SISD Board President



Secretary



SISD Board Secretary



Chief Negotiator



SISD Superintendent

APPENDIX A

Section A. Wages.

Secretaries

1997-98				
Step	Class I	Class II	Class III	Class IV
0	\$ 9.48	\$ 8.89	\$ 8.34	\$ 7.89
1	10.42	9.78	9.23	8.68
2	11.21	10.54	9.95	9.37
3	11.51	10.36	10.29	9.70
4	11.89	11.21	10.62	10.04
5	12.22	11.55	10.97	10.38
6	12.59	11.89	11.30	10.72
7	12.90	12.22	11.64	11.06
8	13.23	12.57	11.98	11.41
9	13.57	12.90	12.31	11.73
10	13.91	13.23	12.66	12.07
1998-99				
Step	Class I	Class II	Class III	Class IV
0	\$ 9.57	\$ 8.98	\$ 8.42	\$ 7.97
1	10.52	9.88	9.32	8.77
2	11.32	10.65	10.05	9.46
3	11.63	10.97	10.39	9.80
4	12.01	11.32	10.73	10.14
5	12.34	11.67	11.08	10.48
6	12.70	12.01	11.41	10.83
7	13.03	12.34	11.76	11.17
8	13.36	12.70	12.10	11.52
9	13.71	13.03	12.43	11.85
10	14.05	13.36	12.79	12.19
1999-2000				
Step	Class I	Class II	Class III	Class IV
0	\$ 9.81	\$ 9.20	\$ 8.63	\$ 8.17
1	10.78	10.13	9.55	8.99
2	11.60	10.92	10.30	9.70
3	11.92	11.24	10.65	10.04
4	12.31	11.60	11.00	10.39
5	12.65	11.96	11.36	10.74
6	13.02	12.31	11.70	11.10
7	13.36	12.65	12.05	11.45
8	13.69	13.02	12.40	11.81
9	14.05	13.36	12.76	12.15
10	14.40	13.69	13.11	12.49

Transportation			
	1997-98	1998-99	1999-2000
Bus Driver	\$ 11.97	12.09	\$ 12.39
Truck Driver	12.25	12.37	12.68
Bus Assistant	7.98	8.06	8.26
Maintenance/Custodial			
	1997-98	1998-99	1999-2000
Head Custodian	\$ 14.21	\$ 14.35	\$ 14.71
Maintenance/ Custodial Hartley	13.29	13.42	13.76
Housekeeper	12.39	12.51	12.82
Custodian	12.39	12.51	12.82
General Utility	9.00	9.09	9.32
Food Service			
	1997-98	1998-99	1999-2000
Food Service Manager	\$ 10.38	\$ 10.48	\$ 10.74
Head Cook	9.39	9.48	9.72
Cook	8.62	8.71	8.93
Cook Assistant	5.97	6.03	6.18
Media Production			
	1997-98	1998-99	1999-2000
Media Prod. Leader	\$ 12.87	\$ 13.00	\$ 13.32
Printer	11.25	11.36	11.64

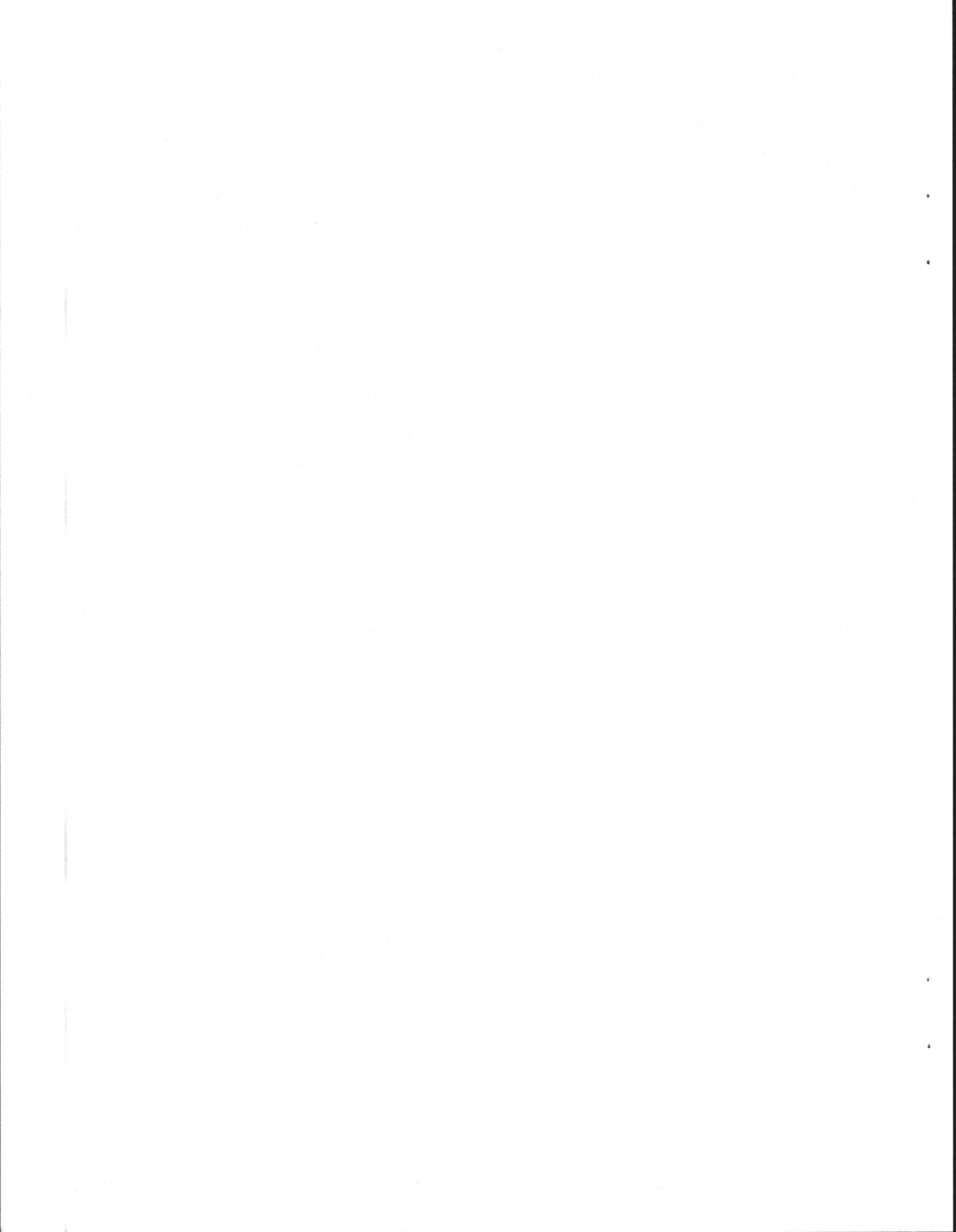
Assistants 1997-98				
Step	High School	+30	+60	+90
1	\$ 7.93	\$ 8.02	\$ 8.29	\$ 8.44
2	8.02	8.18	8.53	8.77
3	8.18	8.36	8.77	8.98
4	8.36	8.64	9.04	9.24
5	8.64	8.92	9.32	9.58
6	8.92	9.24	9.58	9.35
7	9.12	9.42	9.83	10.26
Assistants 1998-99				
Step	High School	+30	+60	+90
1	\$ 8.01	\$ 8.10	\$ 8.37	\$ 8.52
2	8.10	8.26	8.62	8.86
3	8.26	8.44	8.86	9.07
4	8.44	8.73	9.13	9.33
5	8.73	9.01	9.41	9.68
6	9.01	9.33	9.68	9.95
7	9.21	9.51	9.93	10.36

Assistants 1999-2000				
Step	High School	+30	+60	+90
1	\$ 8.21	\$ 8.30	\$ 8.58	\$ 8.73
2	8.30	8.47	8.84	9.08
3	8.47	8.65	9.08	9.30
4	8.65	8.95	9.36	9.56
5	8.95	9.24	9.65	9.92
6	9.24	9.56	9.92	10.20
7	9.44	9.75	10.18	10.62
Technicians				
	1997-98	1998-99	1999-2000	
Hartley Nurse	\$ 11.47	\$ 11.58	\$ 11.87	

Section B. Longevity.

Employees having 20 years or more of service to the district, who do not receive vacation, shall receive two (2) days pay in the last pay check in June each year.

All employees having 20 years or more of service to the district, who currently receive vacation time, shall receive two (2) vacation days or equivalent pay per year in addition to that provided in ARTICLE XIX. Compensation for the two (2) days will be provided the last pay in June each year.



APPENDIX B

GRIEVANCE REPORT FORM

Grievance # _____ SAGINAW ISD & SISD-MESA

Distribution of Form

- 1. Superintendent
- 2. Supervisor
- 3. Association
- 4. Grievant

GRIEVANCE REPORT

Submit to Immediate Supervisor in Duplicates _____

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>
-----------------	-------------------	-------------------------	-------------------

IMMEDIATE SUPERVISOR LEVEL - STEPS 1 & 2

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____
(including contract provisions applicable)

2. Relief Sought _____

Signature Date

C. Disposition by Immediate Supervisor _____

Signature Date

D. Position of Grievant and/or Association _____

Signature Date

APPENDIX B (Continued, page 2)

Grievance Report Form

SUPERINTENDENT LEVEL - STEP 3

A. Date Received by Superintendent or Designee _____

B. Disposition of Superintendent or Designee _____

Signature Date

C. Position of Grievant and/or Association _____

Signature Date

ARBITRATION LEVEL - STEP 4

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature of Arbitrator Date of Decision

APPENDIX C

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

BETWEEN

SAGINAW INTERMEDIATE SCHOOL DISTRICT

-AND-

NEA-MEA MESPA

Subject to the conditions contained herein, the employees listed in this Appendix C shall receive the fringe benefit insurance package (including TSA option) that they received on April 22, 1993 (except Mary Ellen Tithof 8-18-93). To continue eligibility for such benefits, the below listed employees must satisfy the following conditions:

Shall not voluntarily (through transfer or otherwise) reduce their days or hours worked from the number of days/hours worked in the 1992/93 school year. (Note that an increase in the amount of hours or days worked shall not result in additional benefits).

<u>Name</u>	<u>Class</u>
Almond, Elizabeth	Secretary
Carolan, Sky	Printer
Dill, Sharon	Transportation
Fritzler, Byra	Transportation
Gladney-Baniel, Maxine	Secretary
Gonzales, Sharon	Printer
Good, Rosemarie	Transportation
Guzy, Martha	Secretary
Meeks-Aubrey, Fayerene	Secretary
Moeller, Mary	Nurse
Ryll, Randy	Custodian
Stainsby, Annette	Secretary
Tithof, Mary Ellen	Food
Vought, Joyce	Transportation
Wehner, Gail	Secretary
Zietz, Yvonne	Secretary
Zietz-Lemaire, Cynthia	Secretary

FOR THE EMPLOYER:

FOR THE UNION:

SAGINAW INTERMEDIATE SCHOOL DISTRICT

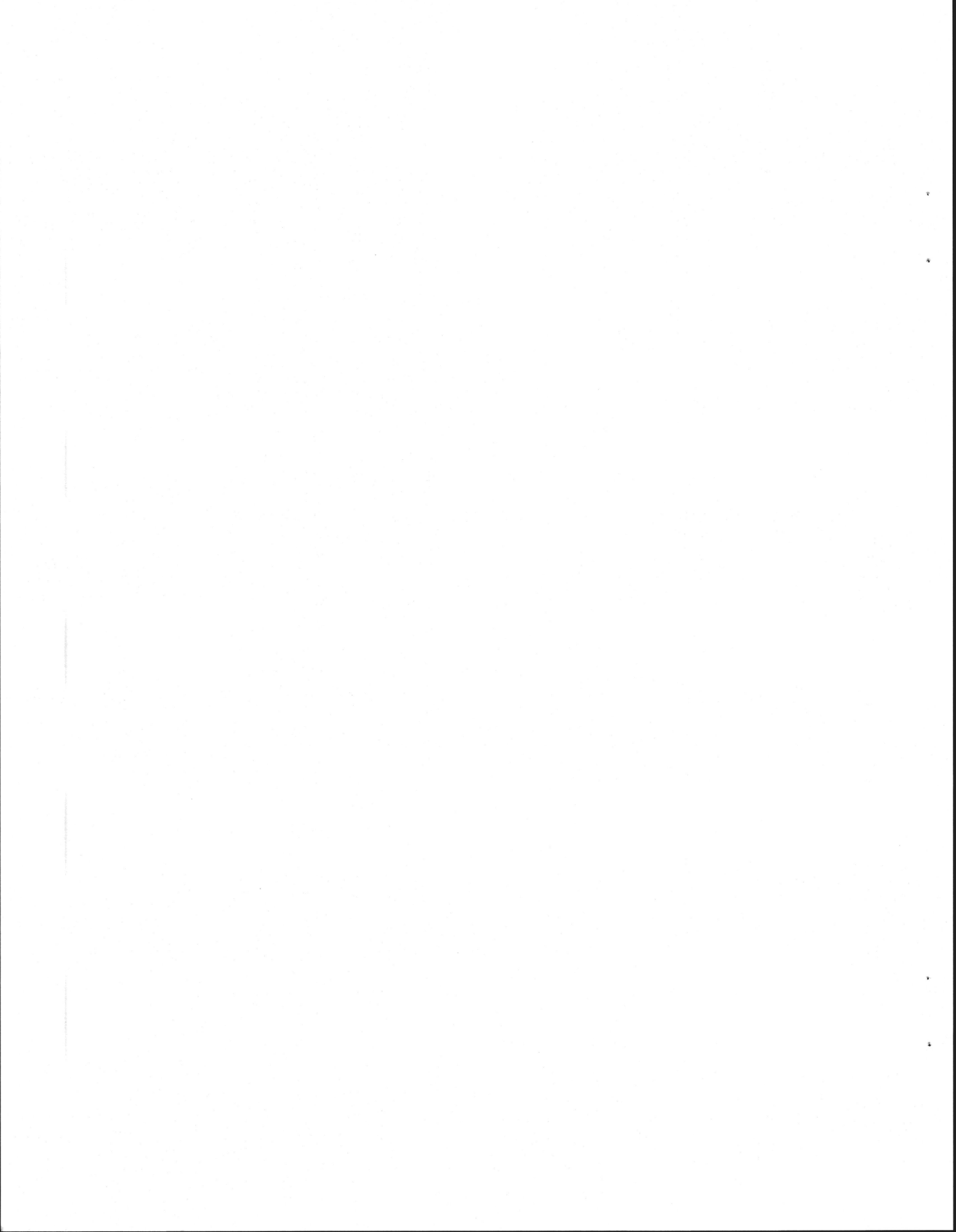
NEA/MEA MESPA

BY: Larry Engle
LARRY ENGL, SUPERINTENDENT

BY: Van Collins
VAN COLLINS, UNISERV DIRECTOR

DATED: 9-10-97

DATED: 9-10-97



APPENDIX D

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

BETWEEN

SAGINAW INTERMEDIATE SCHOOL DISTRICT

-AND-

NEA-MEA-MESPA

It is hereby understood and agreed, by and between the parties, Saginaw Intermediate School District and NEA-MEA-MESPA, that in addition to the parties' 1997-2000 collective bargaining agreement, the parties have further agreed to the following:

1. That notwithstanding the provisions found in Article XIX, Holidays and Vacations, the parties recognize that certain employees receive vacation benefits even though they do not qualify for same under the terms of Article XIX. The parties understand and agree that the following employees shall continue to receive vacation benefits under the terms specified below:

- (a) Transportation Employees. The below employees have received the vacation days opposite their names by virtue of the fact that they have worked during the summer. These employees shall continue to receive the vacation days opposite their name so long as they continue to work during the summer. In the event the employee does not work during any summer, they shall forever forfeit their vacation benefit.

<u>Employee</u>	<u>Vacation Days</u>
Dill, Sharon	15
McNeal, Yvette	10

- (b) Secretaries. The below listed 10 month secretaries shall continue to receive ten (10) days vacation (5 days during Christmas break, and 5 days during Easter break):

Employee
Almond, Elizabeth
Feldt, Janice
Goad, Pam
Gladney-Baniel, Maxine
Ruyts, Ruth
Torres, Esther

- (c) Hartley employees. The below listed 10 month employees shall continue to receive five (5) vacation days during Christmas break:

Employee

Moeller, Mary
Tithof, Mary Ellen

2. The parties understand and agree that the hierarchy of employees listed on the seniority roster has been revised. However, the parties further understand and agree that the changes in the seniority list shall not affect length of service for purposes of determining benefit levels or accrual.

FOR THE EMPLOYER:

SAGINAW INTERMEDIATE SCHOOL DISTRICT

BY:

Larry Engel
LARRY ENGEL SUPERINTENDENT

DATED:

9-10-97

FOR THE UNION:

NEA/MEA MESPA

BY:

Van Collins
VAN COLLINS, UNISERV DIRECTOR

DATED:

9-10-97

SAGINAW INTERMEDIATE SCHOOL DISTRICT
MESPA GROWTH UNITS

CONTRACT LANGUAGE

Article XXIV, Section C. The Association and the District have established a professional growth system. See Addendum #1. The addendum may be changed by the Joint Administrative/MESPA Growth Unit Committee during this contract.

QUALIFICATION REQUIREMENTS

- A. Accumulation of MESPA Growth Units will begin following the completion of an employee's probationary period.
- B. Employees are required to be employed by the district for at least 12 calendar months in order to qualify for a MESPA Growth Units payment.
- C. The district will have two levels of payment in this program.
 - 1. Step I - will be for employees who obtained 30 to 59 hours of professional development training.
 - 2. Step II - will be for employees who have obtained 60 or more hours of professional development training.
- D. Employees must obtain 30 hours of instruction to be eligible for the Step I payment of participation monies. The district will pay \$200.00 to all employees who have fulfilled the initial Step I requirement.
- E. After fulfilling the initial Step I requirement, employees must earn/maintain 12 hours of professional development training each year to be eligible for participation monies.
- F. Employees must obtain 60 hours of instruction to be eligible for the Step II payment of participation monies. The district will pay \$400.00 to all employees who have fulfilled the initial Step II requirement.
- G. After fulfilling the initial Step II requirement, employees must earn/maintain 12 hours of professional development training each year to be eligible for participation monies.
- H. One hour of instruction equals one growth unit credit.
- I. Employee participation payments will be distributed on the last pay in June.

CONDITIONS OF PROGRAM

- A. All professional development hours must be taken outside the normal required work day for employees unless available vacation or personal business time is used.
- B. Employees must be actively employed to participate in the MESPA Growth Units' Program.
- C. If an employee requests to attend an approved non-district offered program (excluding college credit courses) and the district pays for the registration, the employee will only be allowed to receive one-half of the actual attendance hours for growth units.
- D. College credit hours cannot be used for MESPA Growth Units.
- E. The district will offer a minimum of 6 hours of programming per year in each job group/classification area. These programs will be planned through the Joint Administrative/MESPA Growth Unit Committee consisting of equal representation.
- F. It is the intent of the MESPA Growth Units' Program to enhance employee skills in current job groups/classifications. Exceptions which will allow employees to take courses outside their group/classification may be approved with sufficient rationale on an individual basis. In the event there is a disagreement between the immediate supervisor and the employee over the relevancy of a requested MESPA Growth Unit Program, an appeal can be made to the Joint Administrative/MESPA Growth Unit Committee for final decision. If no decision can be agreed upon in the Joint Administrative/MESPA Growth Unit Committee, the final resolution rests with the employee's immediate supervisor. Denial is not subject to the grievance procedure.
- G. If an employee resigns or employment is terminated prior to the end of the fiscal school year, there will be no participation payment.
- H. Employees will be able to take classes from June 1 to May 31.
- I. Programs and/or trainings required for certification or continuing employment will not qualify for MESPA Growth Units.
- J. One growth unit per hour for any teaching/facilitating/training of any non-duplicate presentation on non-duty time without other compensation.
- K. To participate and earn credit for a class, employees must follow the process listed below:
 - 1. Complete a MESPA Growth Units Form and submit it to their supervisor for approval.
 - 2. Once approval has been obtained, the employee must enroll with the appropriate organization.
 - 3. Once attendance has been completed, completion of the MESPA Growth Units Form, with the signature to the instructor, must be signed by their supervisor and submitted to the Personnel Department.
 - 4. The Personnel Office will maintain a database of all programs attended and will inform payroll of employees eligible for a participation payment.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
 BETWEEN
 SAGINAW INTERMEDIATE SCHOOL DISTRICT
 -AND-
 NEA-MEA MESPA

It is hereby understood and agreed, by and between the parties, Saginaw Intermediate School District and NEA-MEA MESPA, that in addition to the parties' 1994-97 collective bargaining agreement, the parties have further agreed to the following:

1. Both parties agree, we will follow the contract provisions that relate to seniority. There are two types of seniority according to Article XIV 1) District Seniority and 2) Group Seniority.
2. Transportation runs will be bid by group seniority per Article XIV. This has been past practice and the contract language has not changed.
3. Effective July 1, 1994, an employee who takes an unpaid leave will have his/her seniority frozen per Article XXI. Seniority dates will be adjusted when the employee returns to work and will be posted the following August 1st in district buildings as per Article XIV.
4. Both parties agree, we will continue to recognize employees grandfathered under Article XIV, Section 14 of the July 1, 1988 to June 30, 1992 NEA/MEA MESPA Agreement.

FOR THE EMPLOYER:
 SAGINAW INTERMEDIATE SCHOOL DISTRICT

BY: Larry Engel
 Larry Engel,
 Superintendent

DATED: 10-11-94

FOR THE UNION:
 NEA/MEA MESPA

BY: Van Collins
 Van Collins,
 Uniserv Director

DATED: 10-11-94

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
AND
SISD-MESPA, MEA/NEA**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the SISD-Michigan Education Support Personnel Association (SISD-MESPA).

The SISD and SISD-MESPA have mutually agreed that the MESPA employees who have accumulated ninety (90) college or university undergraduate credit (semester) hours may substitute teach in the classroom in which they are an assistant. Teacher assistants who are not assigned to a specific classroom (ie: pool assistants) may substitute teach in any classroom.

MESPA employees will not lose seniority and/or any other benefits based upon the time they are substitute teaching. It is the intent that MESPA employees will not become long term substitute teachers (ie: more than one week at a time).

FOR SISD:

BY: *Tom Engel*

DATE: 2-6-97

FOR SISD-MESPA, MEA/NEA

BY: *[Signature]*

DATE: 2/6/97

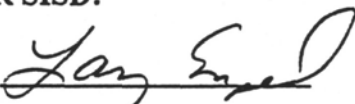
**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
AND
SISD-MESPA, MEA/NEA**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the SISD-Michigan Education Support Personnel Association (SISD-MESPA).

The SISD and SISD-MESPA have mutually agreed that transportation employees scheduled to work the 1997 summer school schedule shall incur no loss of fringe benefits as a result of the granting of the waiver changing the weekly schedule from five (5) days to four (4) days. This agreement shall only be applicable to the 1997 summer schedule and shall not be incorporated into the Master Agreement.

FOR SISD:

BY:



DATE:

5-29-97

FOR SISD-MESPA, NEA

BY:



DATE:


5-29-97

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
AND
SISD-MESPA, MEA/NEA**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the SISD-Michigan Education Support Personnel Association (SISD-MESPA).

The SISD and SISD-MESPA have mutually agreed that during the life of this Agreement, MESPA will not file a grievance based on past practice of the implementation of ARTICLE XIII, VACANCIES AND TRANSFERS, Section, F. Temporary Transfers.

FOR SISD:

BY: 

DATE: 9-10-97

FOR SISD-MESPA, MEA/NEA:

BY: 


DATE: 9-10-97

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAGINAW INTERMEDIATE SCHOOL DISTRICT
AND SISD-MESPA, MEA/NEA**

MESPA and Administration agree that the Personnel Department will provide individual fringe benefit package portfolios to all MESPA employees by February 1, 1988. Updates will be provided when coverage changes.

FOR SISD:

FOR SISD-MESPA, MEA/NEA:

BY: 

BY: 

DATE: 9-10-97

DATE: 9-10-97

