Sagnan Township Community School

COLLECTIVE BARGAINING AGREEMENT

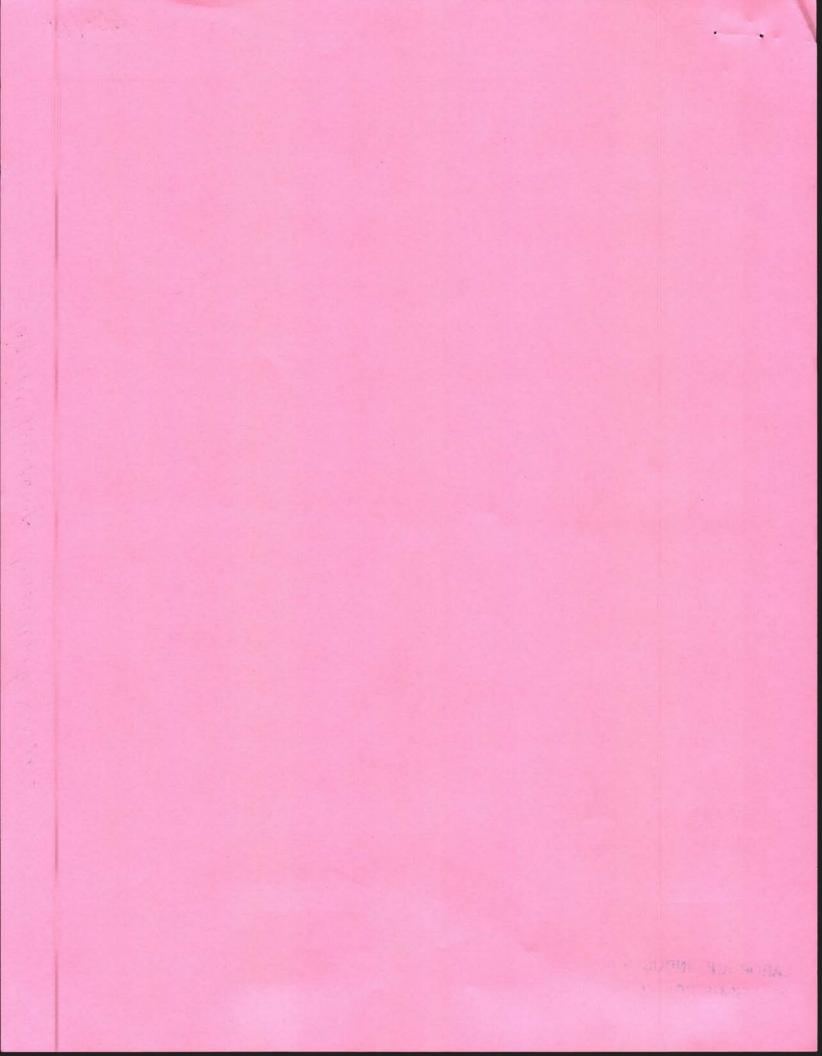
BETWEEN

SAGINAW TOWNSHIP COMMUNITY SCHOOLS BOARD OF EDUCATION PROGRAM ASSISTANTS UNIT

-AND-

TEAMSTERS LOCAL 214 STATE, COUNTY & MUNICIPAL EMPLOYEES

Effective March 24, 1997 through June 30, 1998



AGREEMENT

THIS AGREEMENT is made and entered into this 24th day of March, 1997, between the Board of Education of the Saginaw Township Community Schools, hereinafter called the "Board", and the Teamsters Local 214, hereinafter called the "Union".

ARTICLE I

RECOGNITION

The Board recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and working conditions. Employees covered by this agreement include all regular full-time and part-time Program Assistants at the Saginaw Township Community Schools. Whenever the make gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE II

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing rights:
 - 1. The executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
 - To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for their continued employment, or their dismissal or demotion for just cause, and to promote and transfer all such employees.
 - 3. To decide the services to be provided and the work to be performed by the bargaining unit in the manner of performing the work.
 - 4. To determine the number of hours worked and to determine the starting and quitting times of employees.
 - 5. To make and remake such reasonable rules and regulations not in conflict with this agreement as it may, from time to time, consider best for the purposes of maintaining order, safety and/or effective operation of the board's facilities and to

require compliance by employees. The Union will be provided with a copy of the rules prior to the rules being implemented.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.
- C. The parties agree that this contract incorporates their full and complete understanding, and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future unless committed to writing and signed by the parties as a supplement to this Agreement.

ARTICLE III

UNION RIGHTS

- A. Employees shall be entitled to full rights and citizenship and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employer of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Board unless such activities adversely affect the employee's efficiency or performance or interferes with the Board's ability to deliver educational services.
- B. Any employee may sign and deliver to the board an assignment authorizing deduction of union dues or service fees. The Union agrees to furnish the Board with a complete list of all employees each year requesting payroll deductions for dues or fees at the beginning of each school year.
- C. All employees who are covered by this agreement shall, as a condition of continued employment, within 30-days from the date of commencement of their duties, become and remain members of the Union or, in lieu of Union membership, pay the Union a service fee in an amount determined by the Union in accordance with its policies and procedures regarding objections to partisan political and ideological expenditures not to exceed the regular dues.
- D. The parties expressly recognize that the failure of any employee to comply with the provisions of this Article shall be just and reasonable cause for discharge from employment upon appropriate notification.

- E. The Union shall present the Board with a certified check off list along with proper authorizations for check off and shall be fully responsible for the validity and correctness of the list and agrees to reimburse the Board for any deductions made and paid over to the Union which may later be held to have not been authorized by the individual involved or which may constitute an illegal deduction.
- F. The Union shall indemnify the board and hold it harmless against any loss or claims for damages resulting from the application of any provision of this Article or payment to the Union of any sums deducted under this Article. In the event any actions or claims are commenced against the Board for any reason under this Article, the Union shall intervene and defend against such action or claim.
- G. Any employee called into an office where discipline is contemplated shall have the right to ask for Union representation. The Program Assistant shall be told prior to the meeting that the call to the office is disciplinary in nature. In the event the Program Assistant requests Union representation, the meeting shall be rescheduled at a time when the Union representative is present.

ARTICLE IV

ASSIGNMENT AND TRANSFER

- A. At least seven (7) calendar days prior to the first day students are scheduled to start attending classes for the school year, work assignments which have been established by the School District shall be assigned by the Supervisor. Assignments shall be based on the employee's skill, ability, qualifications, work records, the student's needs, the School District's needs and seniority. Assignments may be changed during the school year based on the needs of the student, parents or the district. Employees may express their preference for an assignment prior to school starting. Employee preference will be given consideration along with other factors discussed above, provided the employee notifies the supervisor of special services, in writing, at least fourteen (14) calendar days prior to the first day students are scheduled to begin classes. Once an employee submits a preference, it shall remain on file until it is either withdrawn or a new reference is submitted.
- B. If any assignments become available during the school year, assignments shall be posted in each building for five (5) working days. Any Program Assistant may apply for the positions provided they apply within the posting period. Employees in the bargaining unit who are presently employed shall be given consideration for any position for which they are qualified. Assignments shall be based on the Employee's skill, ability, qualifications, work records, the student's needs, the School District's needs and seniority. The Board shall determine the extent to which an employee possesses the skills and/or abilities to perform the work of a posted position. In cases where two (2) or more applicants are equally qualified, the most senior employee shall be awarded the position. Copies of each

- job posting and names of all applicants (from within the unit) for the job posting shall be given to the steward.
- C. In the event a Program Assistant's student leaves the school district or in the event a regular assignment is lost due to a reduction or elimination of a Program Assistant position, the employer will make reassignments of Program Assistants taking into consideration the employee's skill, ability, qualifications, work record, seniority and student's and School District's needs. In the event it is necessary to layoff a Program Assistant, the least senior Program Assistant will be laid off.
- D. The District retains the right to assign substitute Program Assistants to temporarily replace an absent regular Program Assistant, regardless of the length of the absence.

ARTICLE V

SENIORITY

- A. New employees shall be considered probationary employees until they have actually performed work for ninety (90) working days. After completion of the ninety (90) working days, the employee will be considered as a regular employee and seniority will begin the first day worked after completion of the probationary period. There shall be no seniority among probationary employees.
 - 1. In the circumstances of one (1) individual beginning employment on the same date, two (2) representatives of the Union and two (2) representatives of the Board will participate in a drawing to determine position on the seniority list. Union members so affected will be notified in writing of the date, place and time of the drawing.
 - 2. During the probationary period, the probationary Employee may be discharged, laid off or otherwise dismissed at the sole discretion of the Board without any rights of recourse under this Agreement by either the employee or the Union.
- B. Seniority shall be granted as of the first day worked after completion of the probationary period.
- C. When an employee acquires seniority, his/her name shall be placed on the seniority list. The seniority list will show the names and job classifications of all employees entitled to seniority.
- D. Loss of Seniority. An employee shall lose his/her seniority for the following reasons:
 - 1. Resignation.
 - 2. Discharge.

- 3. Absence from work for three (3) working days without notifying the employer.
- Failure to return to work when recalled from layoff without just cause.
- 5. Being laid off for two (2) years.

ARTICLE VI

LAYOFF AND RECALL

- A. In the event the Employer determines it is necessary to reduce the work force, the effected employees will be notified of the layoff at least five (5) work days prior to the effective date of the layoff unless such layoff is being done on a emergency basis.
- B. Recall of laid off employees shall be based on availability of positions and qualifications of the employees as otherwise set forth in Article 4, Section (a) with senior employees being recalled to available positions first. A Program Assistant who is laid off during the school year or whose student leaves the school district or graduates at the end of the school year shall be given an assignment during the next school year in accordance with Article 4, Section (a) provided the employee is qualified and has sufficient seniority to be recalled.

ARTICLE VII

HOURS OF WORK

- A. Daily Schedule. The normal starting and quitting times for each Program Assistant shall be established by the School District and shall be based on the needs and schedule of the student. The Program Assistant's work day shall begin a minimum of five (5) minutes before the scheduled arrival of the assigned student. The work days shall end a minimum of five minutes after the scheduled departure of the assigned student. Program Assistants are paid on an hourly basis.
- B. Work week. The normal work week of the Program Assistant shall be based on the normal school week of the assigned student.
- C. Lunch Period. Each Program Assistant shall receive a 30-minute unpaid lunch period to be scheduled by the Administration.
- D. On days that school is scheduled to open, but is called off for reasons beyond the control of the Program Assistants, such as snow, sleet, mechanical problems in schools or buses, Program Assistants will receive pay for the number of hours they would normally be scheduled to work only for the number of days canceled and exempt from makeup under

the Michigan School Code, but shall be required to work, with pay, on any rescheduled days.

- E. In the event that a Program Assistant reports for work, but work is not available because the student the Program Assistant attends is not present, the Program Assistant will be provided two hours of work to be assigned by the Administration.
- F. On days that the Program Assistant is not scheduled to work, including known student absences of two or more days, the program assistant shall not report nor be paid for days.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. <u>Definition</u>: A grievance shall be defined as an alleged violation, misinterpretation, misapplication, or inequitable application of a specific provision(s) of this Agreement. That the term "grievance" shall not apply to any matter as to which a method of review is prescribed by law.

As used in this Article, the term "Program Assistant" may mean a group of Program Assistants having the same grievance.

- B. Step 1: The Program Assistant who feels that he/she has a grievance shall first take the matter up verbally with the immediate supervisor within ten (1) calendar days following the act or event or condition which is the basis of the Program Assistant's grievance. The immediate supervisor will attempt to resolve the matter with the Program Assistant.
 - Step 2: A grievance is not resolved in Step 1, the Program Assistant shall submit the grievance in writing, to the Special Services Director within thirty (30) calendar days from the act, event or condition which is the basis of the Program Assistant's grievance. The written agreement shall specify the section of the contract alleged to be violated, the event that caused the alleged violation and the remedy sought.

Within fourteen (14) calendar days after the grievance is submitted, the Special Services Director will answer the grievance in writing.

Step 3: If the Union does not accept the Special Services Director's written answer, the grievance may be appealed to the Superintendent of Schools or his or her designee by sending notice to the Superintendent within seven (7) calendar days from the date of receipt of the immediate supervisor's written decision. Within fourteen (14) calendar days, or longer, if mutually agreed to, the Superintendent of Schools or his or her designated representative, shall answer the grievance in writing. The conference to attempt to satisfactorily resolve the grievance shall be scheduled at a mutually agreeable

time and place. Conferences shall not be scheduled that would result in the disruption of normal school routine and duties.

Step 4: Any grievance not resolved in Step 3 may be submitted to binding arbitration at the election of either party. The demand for arbitration must be submitted within thirty (30) calendar days of the date of the Superintendent or his or her designated representative's written decision in Step 3. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.

The Agreement constitutes a contract between the parties and shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of specific provisions in the Agreement, or to determine disputed facts upon which the application of the Agreement depends. The Arbitrator shall, therefore, not have authority, nor shall he or she consider his or her function to include the decision of any issue not submitted or to interpret or apply the Agreement as to change what an fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The Arbitrator shall not give a decision which in practical or actual effect modified, revises, detracts from, or adds to, any of the terms or interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification (whether by addition or detraction) of clear and unambiguous terms of the Agreement.

Unless expressly agreed to by the parties, in writing, the Arbitrators are limited to hearing one issue or grievance upon its merits at any one hearing. Separate Arbitrators shall be selected for each grievance appealed to binding arbitration.

The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses incurred shall be paid by the party incurring them.

- C. All time limits and/or steps shall be adhered to as indicated in the above procedure. Time limits may be extended by mutual consent of the parties provided such consent is in writing. In the event that a grievance is not appealed within the time limits provided above, the grievance shall be considered resolved on the basis of the last answer provided by management. In the event that the Employer does not provide an answer within the designated time period, the grievance shall be automatically advanced to the next step of the grievance procedure.
- D. The term "days" when used in this Article shall mean calendar days.
- E. Any claim or grievance arising prior to the expiration of this Agreement shall be processed through the grievance procedure until resolution even though the Agreement may have expired while the grievance is in progress.

F. Grievances filed as class grievances shall be initiated at the Superintendent level of the Grievance Procedure. The Superintendent or his or her designated representative shall retain the discretion to remand a class grievance to prior steps of the grievance procedure, but shall not remand as a subterfuge to violate the time violations provided within this Article.

ARTICLE IX

SICK LEAVE

- A. Sick leave is a form of insurance and not a form of compensation. The purpose of sick leave shall be to protect members of the bargaining unit when the employee becomes ill.
- B. Employees shall be credited with one (1) sick day per each month actually worked, not to exceed a total of nine (9) for any school year. Any sick days not used in one year, shall be accumulated up to a total of sixty (60) days.
- C. Employees who qualify for sick pay shall receive this pay on their regular pay day.
- D. Family and Medical Leave Act: Eligible bargaining unit members (those who have at least one year of employment and who worked at least 1,250 hours during the year immediately preceding your request for leave) shall be entitled to family and medical leave for up to twelve (12) weeks in accordance with the Family and Medical Leave Act and as outlined in the Policies and Procedures adopted by the Board of Education.
- E. The Employer may require an employee to substantiate any absence due to alleged illness exceeding three (3) work days by such reasonable means as the employer may require. The Employer may also require an employee to substantiate any absence when an employee's sick leave usage exceeds four (4) occurrences in a single school year. Such substantiation may be by such reasonable means as the Employer may require.
- F. An Employee covered by this Agreement who is absent from duty as a result of personal injury caused by accident, disease or assault upon him/her, arising out of, and in the course of his/her employment, may have the option of drawing workers' compensation solely, or workers' compensation plus sick leave (combined payment not to exceed the employee's regular daily rate). In the event the employee chooses combined payment of sick leave and workers' compensation insurance, the days of sick leave drawn will be charged to the employee's sick leave accumulation based on the employee's regular hourly rate of pay.
- G. Return to Work Policy:

In 1995, the Saginaw Township Community Schools adopted an early return to work program to aid and assist employees, who sustained work-related injuries and illnesses to more successfully re-enter the work environment. This system utilizes vocational

rehabilitation in a manner which is advantageous to the employee, the treating physician as well as the district. Using a job description matrix, the system provides the employee, the treating physician and the district with a step-by-step program to successfully return the employee to the job he or she held when injured.

Implementation of the return-to-work program serves a three-fold purpose:

- 1. Employees benefits because:
 - * they are returned to productive work in a systematic, impartial manner with little or no loss of income; and
 - * trauma related to an injury is reduced since the employee continues his/her work contacts and routine during the recovery period.
- 2. Treating physicians benefit because a formalized program exists which will permit them to make informed decisions about the type of work the employee can perform at Saginaw Township Community Schools within his/her physical capabilities.
- The school district benefits because:
 - * employees are performing a useful service;
 - * it encourages a positive attitude of "working without lost time".
 - it reduces workers' compensation related expenses; and
 - * an experienced work force is maintained, thereby improving productivity, quality and efficiency.

ARTICLE X

OTHER AUTHORIZED LEAVES

A. Funeral Days. The employee shall be allowed three (3) days of absence, and any additional days approved by the Director of Special Services without loss of pay or sick leave in the event of death of a member of the immediate family. If additional days are needed, these days may be taken without pay. Immediate family shall include: mother, father, husband, wife, child, stepchild, adopted child, sister, brother, grandparents, grandchild, father-in-law, mother-in-law, or any relative who is a permanent resident in the employee's home.

- B. The employee shall be allowed one (1) day of absence, and any additional days approved by the Administrator, without loss of pay to attend the funeral of the employee's aunt, uncle, nephew, niece, sister-in-law, brother-in-law, or spouse of his/her child.
- C. Personal Days. Employees shall be allowed one (1) days in any school year, after they have completed one (1) year of service as a regular Program Assistant for personal business which cannot normally be handled outside working hours, without loss of pay. Application for such absence must be made in writing stating the nature of the business to be conducted during such absences, and must be filed with the Special Education Supervisor ten (10) days prior to the day, if possible. Hunting, fishing, recreation, and vacation are not considered proper use of this Article.
- D. <u>Jury Duty</u>: When serving on jury duty the employee shall be paid their regular daily rate of pay for hours they would have been scheduled to work. Any compensation received from the courts while serving on jury duty cash, voucher, or check shall be returned to the Employer. Any compensation received from the courts in excess of the employee's normal daily rate shall be reimbursed by the Employer to the employee. The employee shall retain any compensation received from the courts for mileage.
- E. Other Authorized Leaves: Leaves of absence without pay may be authorized in the sole discretion of the Superintendent or his or her designated representative. The leave of absence shall not be granted for a period longer than thirty (30) calendar days. Discretionary leaves are subject to renewal. In no event, however, shall an employee be authorized to be on a leave of absence longer than one year. A leave of absence shall not be denied for arbitrary or capricious reasons.

ARTICLE XI

HOLIDAYS

A. Regularly scheduled Program Assistants will receive holiday pay in accordance with the holidays recognized below. The Program Assistant will receive pay at their regular hourly rate of pay for the number of hours they would otherwise be scheduled for work. The following holidays shall be recognized in the 1996-97 school year:

Good Friday

Memorial Day

B. The following holidays will be recognized in the 1997-98 school year:

Labor Day Day after Thanksgiving Day Memorial Day Thanksgiving Day Good Friday C. In order to be eligible for holiday pay, a Program Assistant must work his or her last scheduled day before and first scheduled day after the holiday.

ARTICLE XII

NO STRIKE CLAUSE

The Program Assistants and the Board recognize that strikes and other forms of work stoppages by Program Assistants are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union, therefore, agrees that its officers, representatives, and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any member take part in any strike, slowdown, or stoppage of work, boycott, picketing, or other interruption of activities n the school system. Failure or refusal on the part of any member to comply with any provision of this Article shall be cause of whatever disciplinary action is deemed necessary by the Board.

ARTICLE XIII

DISCIPLINE

- A. No employee shall be reprimanded, disciplined, or discharged without just cause. Any such reprimand, discipline, or discharge shall be subject to the grievance procedure.
- B. All disciplinary action shall be placed in the employee's personnel file.
 - 1. Each employee shall have the right to review, upon request, the contents of their own personnel file, excluding pre-employment data. Each employee may have a representative of the Union accompany them in such review. The review will be made in the presence of the Administrator responsible for the safekeeping of such files

ARTICLE XIV

INSURANCE

A. Right to Select Carriers. Any benefits provided for by this Agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance

company, all benefits are subject to the provisions of the policies between the District and the insurance company.

- B. <u>Non-Duplication of Benefits</u>. There will be no duplication of District provided benefits (e.g. husband and wife both working for the District).
- C. Insurance and/or fringe benefits will be extended to employees hired before January 1, 1998 according to the following scale:

Average Weekly Hours Worked*	Paid by Board
20 but less than 25 hours	50%
25 but less than 30 hours	621/2%
30 but less than 35 hours	75%
35 but less than 40 hours	871/2%
40 hours	100%

^{*}Averaged and computed on the previous semester basis for the next semester (e.g. average hours worked for second semester of previous school year will be used to compute the percentage of premium to be paid the first semester of the next school year.)

D. <u>Available Fringe Programs</u>. Consistent with other provisions found within this Article, the District shall make available the following fringe benefits:

	<u>Type</u>	Coverage	ge	
1.	Dental Insurance	II with a \$1,00	80% reasonable and customary charges Class I and II with a \$1,000 maximum, in addition to Class III with a \$1300 lifetime maximum.	
2.	Life Insurance	\$30,000.00		
3.	Hospitalization		Blue Preferred Plan (Preferred Provider Organization)	
	1996-97	1997-98	1998-99	
	PPO plan w/\$5.00 drug co-pay 50/100 deductible 90/10 co-pay Master Medical	PPO plan w/\$5.00 drug co-pay 100/200 deductible 80/20 co-pay Master Medical	PPO plan w/\$7.00 drug co-pay 100/200 deductible 80/20 co-pay Master Medical	
4.	Optical Care	VSP 2		

- E. Health Care Cost Sharing. For each year this contract is in effect, the Board agrees to pay one hundred five percent (105%) over the prior year's Board-paid portion of the monthly premium cost for applicable coverage (single, double or family) for health insurance, dental insurance and optical care, as provided in paragraph D above. The cap is applied to each individual insurance coverage, not all coverages combined. Any premium amounts in excess of one hundred five percent (105%) of the prior year's Board-paid rates will be paid by the applicable employee through payroll deductions. All payroll deductions will be made pursuant to a qualified pre-tax payroll deduction plan.
- F. Retirement Benefits. For contract years 1996-97 and 1997-98, the District will pay, for each eligible employee, up to 15.42%, and up to 16.0%, for 1998-99, of wages into Michigan Public Employees Retirement System as required by law. Any required contributions in excess of district's contribution will be paid by the employee and remitted by the employer through employee payroll deduction.
- G. New employees hired after January 1, 1998 shall not be entitled to insurance benefits as set forth in this Article.

ARTICLE XV

WAGE RATES - EFFECTIVE UPON RATIFICATION

Program Assistants	1996-97 School Year	1997-98 School Year
Start After Probation One year rate	\$6.65 \$6.80 \$7.00	\$6.78 \$6.94 \$7.15

ARTICLE XVI

MISCELLANEOUS

- A. Print contract at Board of Education expense.
- Issue activity passes.
- C. The Employer shall pay the cost of medical examinations as may be required by the State or school district to maintain Program Assistant eligibility. Costs paid for such medical examinations shall not exceed the amount charged by the doctor(s) selected by the District.
- D. <u>Mileage</u>. Any Program Assistant who is required to use his or her personal vehicle for business related to his/her employment shall be compensated at the current IRS rate for

each mile. Program Assistants, under no circumstances, shall transport students in their personal vehicles.

E. Field Trips. Each Program Assistant assigned to accompany a field trip of their assigned student or students shall have the full cost paid by the District.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective as of March 24, 1997 and shall continue in full force and effect until June 30, 1998. No extension or modification of this Agreement shall be binding unless reduced to writing and signed by the parties.

If either party desires to renegotiate this Agreement, they shall give the other party written notice to that effect no less than sixty (60) days prior to the expiration date of this Agreement. In any event, this Agreement shall not be extended beyond June 30, 1998, except by written consent of the parties.

or the parties.	
IN WITNESS WHEREOF, the parties heres by their duly authorized officers and representatives	to have caused this instrument to be executed on this day of, 199
BOARD OF EDUCATION SAGINAW TOWNSHIP COMMUNITY SCHOOLS	TEAMSTERS LOCAL 214 STATE, COUNTY & MUNICIPAL EMPLOYEES
By: Salubach President	By: Kimberly Missini Representative
By:	Ву:
Ву:	Ву: