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6/30/99

**SANILAC
INTERMEDIATE
SCHOOL
DISTRICT**

SUPPORT PERSONNEL

1996-99



Sanilac Intermediate School District



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ARTICLE I - RECOGNITION

- 1.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for those employees covered in the "Certification of Representatives" issues by the Employment Relations Commissions in Case No. R82 A-26.

Included are:

All Custodial/Maintenance, Secretaries, Bus Drivers, Instructional Support Technicians and Bookkeepers, but

Excluding:

Supervisors, Administrators, Confidential and all other employees.

- 1.2 Unless otherwise indicated, the term "Employee" when used hereinafter in this Agreement shall refer to all members of the above defined bargaining unit.
- 1.3 Unless otherwise indicated, the term "Union" when used hereinafter in this Agreement shall refer to the Sanilac Michigan Educational Support Personnel Association.
- 1.4 Unless otherwise indicated, the term "Employer" when used hereinafter in this Agreement shall refer to the Sanilac Intermediate School District Board of Education.

ARTICLE 2 - UNION RIGHTS AND SECURITY

The Union shall have, in addition to other rights expressly set forth or provided by statute, the following rights:

- 2.1 Special Conferences for important matters will be arranged at a mutually agreeable time between the Union 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 Union and two representatives of the Employer.
- 2.2 The Union shall be provided with bulletin boards, or sections thereof, for the purpose of posting Union materials. The Union shall also have the right to use the school mails to distribute Union material.
- 2.3 When it does not interrupt normal school operations the Union shall have the right to use school facilities for meetings and school equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. The Union shall pay for the cost of all materials and supplies incidental to such use and shall be responsible for proper operation of all such equipment.
- 2.4 Duly authorized representatives of the State and National levels of the Union shall be permitted to transact official Union business on school property provided that this shall not

interfere with nor interrupt normal school operations and provided that a designated representative of the Employer is notified in advance.

- 2.5 Employees shall be represented by Union Stewards, or in the absence of the regular Steward, by an Alternate Steward. The Union shall furnish, in writing, to the Employer, the names of Stewards and Alternate Stewards upon their election or appointment. The Stewards, during working hours, without loss of time or pay, may represent employees in negotiations, or present grievances to the Employer. Should it become necessary for a Steward to leave his/her place of work in order to present a grievance, the Steward shall notify his/her supervisor. The Steward shall notify the supervisor upon his/her return to work.
- 2.6 The Employer agrees to furnish to the Union in response to reasonable requests available information concerning the financial resources of the district, including but not limited to: Annual financial reports and audits; register of bargaining unit personnel; appropriate budgetary information; agendas and minutes of all School Board meetings; treasurer's reports; census and membership data; names of all employees; salaries paid thereto; and such other information as will assist the Union in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Union to process any grievance or complaint. Reasonable cost may be assessed for copies.
- 2.7 A. Employees covered by this Agreement and any employee hired after the effective date of this Agreement shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or upon completion of the probationary period, whichever is later, acquire and maintain membership in the Union, to the extent of paying periodic membership dues uniformly required of all Union members, or
- B. In the event an employee does not wish to become a member of the Union or wish to sign a dues checkoff card, he/she may refuse, provided that on the thirtieth (30th) day after the signing of this Agreement or upon completion of the probationary period, whichever is later, the employee signs a service fee checkoff authorization form authorizing the deduction of a service fee equal to the periodic membership dues uniformly required of all Union members on a form furnished by said Union.
- C. 1. 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 and remit same to the Association.
2. 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 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.

- 2.8 Upon written authorization from the employee, the Employer shall deduct from the wages/salary of the employee and make appropriate remittance for voluntary contributions to annuities, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Union and Employer.
- 2.9 The authorized deduction of dues or pursuant to paragraph 2.7 C., service fees and/or voluntary contributions shall be made from a regular paycheck each month -- September through June. The Employer agrees to remit the proper amounts of money within ten (10) days after each payroll deduction to the designees of the Michigan Educational Support personnel Association accompanied by an alphabetized list of employees, the amounts deducted and completed MESPA RECAP form, such form to be provided by MESPA. In cases when a deduction is made that duplicates a payment that an employee has already made to the Union, or in any other situation where a refund is demanded by an employee, said refunds are not the responsibility of the Employer once the Employer has remitted all deducted monies to the Union.
- 2.10 The Employer agrees that supervisors or non-unit personnel shall not be used to displace employees regularly employed in the bargaining unit, except in emergencies when union employees are not available. For purposes of this provision, an emergency shall be defined as an unforeseen circumstance or combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.
- 2.11 All conditions of employment, including working hours, extra compensation for duties outside regular working hours, relief periods, leaves and general working conditions shall be maintained at not less than the standards in effect in the District at the time this Agreement is signed. This Agreement shall not be interpreted or applied to deprive employees of advantages heretofore enjoyed unless expressly stated herein.
- 2.12 The Employer will continue its established policy and practice of giving employees a preference for work they have customarily performed. In accordance therewith the Employer will not subcontract work unless (a) unavailable in the school system or (b) the schedule for such work cannot be met with the equipment or skills available for such work. Utilizing the programs of the 1986-87 school year as the acceptable standard for subcontracting summer work in transportation, any opportunity for additional work shall be offered to current qualified and available employees prior to subcontracting to any other work force.
- 2.13 The Employer shall provide, at no cost to the Union, seven (7) days per year of released time for the handling of Union business as deemed appropriate by the Union president. These days must be taken in full days unless mutually agreed to do otherwise.
- 2.14 If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 3 - EMPLOYEE RIGHTS AND PROTECTION

- 3.1 Pursuant to the Michigan Employment Relations Act, the Employer hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining or negotiations. As a duly-elected body, exercising governmental power under color of law of the State of Michigan, the Employer undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitution of Michigan and the United States of America; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Union; his/her participation in any activities of the Union or collective negotiations with the Employer, his/her institution of any grievance, complaint, or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.
- 3.2 Nothing contained within this Agreement shall be construed to deny or restrict to any employee rights he/she may have under the Michigan General School Laws or the applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.3 The Employees shall be entitled to full rights of 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 employment of such employee. The private and personal life of any employee is not within the appropriate concern or attention of the Employer, unless the employee's actions as shown by competent evidence are detrimental to the performance of his/her responsibilities with students, the administration, fellow employees, or the Sanilac Intermediate School District Board of Education.
- 3.4 The Employer agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, or place of residence.
- 3.5 No employee shall be disciplined (including warnings, reprimands, suspensions, reductions in rank or occupational advantage, discharges, or other actions of a disciplinary nature) without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. Normally, disciplinary matters will be handled by issuing specific verbal and then written warnings prior to any more serious action.
- 3.6 An employee shall be entitled to have present a representative of the Union during any meeting which leads or may lead to disciplinary action. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Union is present. Should disciplinary action likely occur at a given meeting, the employee shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

- 3.7 An employee shall have the right to review the contents of his/her official personnel file excluding initial references and to have a representative of the Union accompany him/her in such review. Such review will be on the Employer's property during normal working hours. Written statement submitted by employees will be placed in their personnel files and become part of the same, provided such written statements pertain to the Employer's notations inserted in such file. This official personnel file shall be held at the Office of the Superintendent, 46 North Jackson Street, Sandusky, Michigan 48471. Accommodations will be made which enable employees working during normal office hours to review their personnel file.
- 3.8 No material, including but not limited to student, parental, or school personnel complaints originating after initial employment will be placed in an employee's personnel file unless the employee has had an opportunity to review the material. 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. When material is to be placed in an employee's file, the affected employee shall review and sign said material, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- 3.9 Any case of assault upon an employee during school hours or at duly recognized school activities shall be promptly reported to the Employer. The Employer shall promptly render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authorities.

ARTICLE 4 - WORK YEAR, WORK WEEK, WORK DAY

- 4.1 The daily hours (starting and ending time) and the annual days of work shall be determined by the employer.
- 4.2 Custodial/Maintenance group employees shall have a normal work day of eight (8) hours and a normal work week of forty (40) hours. Daily time limits 5:00 a.m. - 12:00 a.m.
- 4.3 Secretarial/Bookkeeper group employees shall have a normal work day of seven (7) hours between 7:00 a.m. - 4:30 p.m. and a normal work week of thirty-five (35) hours. The adult education secretary's work day shall be between 12:00 p.m. - 10:00 p.m. and a normal work week of thirty-five (35) hours.
- 4.4 Instructional Support Technician employees shall have a normal work day of six (6) hours between 8:00 a.m. - 4:00 p.m. and a normal work week of thirty (30) hours. It is understood that in some situations an excess of six hours (6) per day may be scheduled to provide adequate student supervision, or to complete necessary work. In emergencies employees may be requested to remain at work to provide for the safety and supervision of students. Employees shall be compensated for this time per the appropriate section(s) of this Contract.

4.5 The Employer shall, within the limits of controlling factors, strive to establish a balanced driving time schedule and to maximize passenger loads for all drivers.

4.6 Regular monthly meeting for instructional support technicians (vocational and special education) will be established at the beginning of each semester. Attendance at said meetings will be required unless excused by the Administrator. Meetings will begin as soon as practicable after student dismissal and shall not exceed sixty (60) minutes in length. The Administrator may cancel the monthly meeting if he/she deems it unnecessary. Special meetings may be called in an emergency situation and whenever possible twenty-four (24) hour notice will be given. When a special meeting is called without twenty-four (24) hour notice the maximum length of the meeting shall be thirty (30) minutes and employees with prior commitments may be excused by the Administrator. Whenever practical, meetings shall be scheduled before school starts in the morning.

Regular monthly meeting for bus drivers will be established by the Supervisor at the beginning of each semester. Meetings will be held as soon as practical following the A.M. bus run and shall not exceed sixty (60) minutes in length. The meeting may be canceled by the Supervisor. Special meetings may be called in an emergency situation and whenever possible twenty-four (24) hour notice will be given. When a special meeting is called without twenty-four (24) hour notice the maximum length of the meeting shall be thirty (30) minutes and employees with prior commitments may be excused by the supervisor. Whenever practical, meetings shall be scheduled following the A.M. bus run.

4.7 The normal work week for all employees shall be Monday through Friday. On Fridays and days preceding recess periods, employees assigned to the Sanilac Career Center and ISD Special Education operations, work day shall end fifteen (15) minutes after student dismissal, providing student supervision responsibilities and employee duties are completed.

4.8 Work days shall be without interruption except for lunch and rest periods.

4.9 Non-paid lunch periods for secretaries, instructional support technicians and custodial/maintenance personnel will be determined by the Employer, however, they shall not be less than thirty (30) minutes nor more than sixty (60) minutes.

4.10 Custodial/maintenance, secretaries, instructional support technicians and bookkeepers shall be allowed a fifteen (15) minute paid rest period in each half shift of three (3) hours or more. Instructional support technician's rest periods will be scheduled with administrative approval at a time that does not interfere with their instructional or student supervisory responsibilities.

4.11 The Employer will, with the exception of an emergency, defined as an infrequent unforeseen immediate circumstance, provide lunch and rest periods uninterrupted by duties and responsibilities of employment.

4.12 It is the intent of the Employer that overtime work be accomplished and that such overtime shall be distributed as nearly equally as practicable among the employees in the classification performing the work. The Employer will give notice of overtime requirements as far in advance as possible. Employees are expected to work a reasonable

amount of overtime. The Employer will give consideration to any reasonable request of an employee from overtime work on occasions when it is evident that working overtime would cause the employee hardship, as long as someone else is available to do the work.

- 4.13 Overtime Records - Records of overtime worked, refused and paid shall be posted and kept up to date.
- 4.14 Overtime Pay - One and one-half (1 1/2) times the employees regular hourly rate shall be paid for all hours worked over the regular daily or weekly work schedule and for all hours worked on Saturday. Double time will be paid for all hours worked on Sundays and holidays. There will be no pyramiding of overtime.
- 4.15 Compensatory Time Off - In lieu of Overtime Pay, compensatory time off may be scheduled by the employee with the approval of the supervisor. One (1) hour of time off will be granted for each hour of pay entitlement earned under 4.14 above. If time off cannot be scheduled on a mutually acceptable basis, the employee will be paid for the overtime worked.
- 4.16 Employees shall be granted a fifteen (15) minute period prior to the end of the work shift for the purpose of organizing supplies and equipment and personal clean-up, providing this period does not interfere with their instructional or student supervisory responsibilities.
- 4.16 The Employer shall provide substitutes as required by the absence of regular Employees. Substitutes shall be used to perform bargaining unit work only during instances of absence by regular Employees or when an unfilled temporary vacancy exists.
- 4.18 A. Nothing in the Agreement shall require the Employer to keep offices - school and administrative -- open in the event of inclement weather, or when otherwise prevented by an Act of God. When all classes are canceled in an Intermediate District building due to inclement weather unit members will not be required to report and shall not suffer any loss of pay. When both the Special Education program and the Vocational Education program are canceled those unit members assigned to the ISD Office will not be required to report and shall not suffer any loss of pay. Employees required to report to work due to emergencies, such as snow removal, heating system repair, etc., during such inclement weather conditions shall be compensated at one and one-half times their regular rate of pay.
- B. Any Act of God days which are necessarily rescheduled shall be the same as agreed to by the Tri-County Bargaining Association.
- C. Should a day be rescheduled and insufficient students attend to count it as a day of instruction, employees will not be obligated to attend a subsequent rescheduling of the day without being paid at their daily rate.
- D. Commencing with the sixth (6th) day rescheduled to make up Act of God days, employees shall receive one and one quarter (1 1/4) times their regular hourly rate for all additional days rescheduled.

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

ARTICLE 5 - WORKING CONDITIONS

- 5.1 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well being. Employees are obligated to report to the Employer any and all unsafe or hazardous working conditions. The Board will identify agencies that can monitor pollutants in the Sanilac Career Center work place. The Association, by written notice to the Superintendent, may request that such agencies be called in to inspect a specific area.
- 5.2 A. The Employer shall reimburse employees for loss, damage, or destruction of personal property of a kind normally worn or brought into school while on duty, when the loss, damage or destruction is not the result of the employee's negligence. The Employer is liable to the extent that such loss is not covered by the employee's insurance.
- B. Employees who bring personal property into the school for classroom use will be reimbursed for damages or loss only if permission is received in writing from the immediate supervisor to bring such property into the school.
- C. The term "personal property" shall not include cash. The term "loss", or "damage" and "destruction" shall not cover the effects of normal wear and tear and use.
- 5.3 In the absence of a building supervisor (principal), or designee, employees shall not be held accountable or made responsible for the administration or supervision of the building.
- 5.4 No employee shall be required to enter a building alone or required to be left alone in a building.
- 5.5 The Employer shall provide adequate rest areas and restrooms for employee use.
- 5.6 The Employer shall support and assist employees with respect to the maintenance of appropriate and expected discipline of students in the employees assigned work area. This may include the temporary or permanent removal of students who repeatedly violate rules and regulations.
- 5.7 With respect to his/her job responsibilities and his/her presence in the workplace an employee may use such physical force with an individual as is necessary and prudent to protect his/herself, a student, a fellow employee, a teacher or an administrator from physical attack.
- 5.8 With the exception of custodians whose jobs regularly require outdoor work, no employee shall be required to work out-of-doors when the wind-chill factor reaches 15° F. or lower. Employees shall not be required to remain at work when the temperature of the workplace is less than 60° F. or greater than 100° F.

- 5.9 No employee shall be required to dispense or administer medication.
- 5.10 The employees work day schedule; starting time, rest periods, lunch period and ending time shall be established annually by his/her immediate supervisor not to conflict with the terms of this Agreement. These times may only be adjusted in the case of an emergency, defined as an infrequent unforeseen immediate circumstance, or based on advance consultation with the employee.
- 5.11 The Employer shall provide without cost to the employee:
- A. Approved first-aid kits easily accessible to the work area.
 - B. Approved safety equipment, where necessary, including safety glasses, goggles, shields, barriers, hard-hats, auditory protection devices, respirators, rubber gloves and chemical resistant clothing.
 - C. The cost of physical examinations and certification classes necessary for employment as bus drivers.
 - D. TB tests as provided by a County Health Department.
 - E. In areas where protective equipment is furnished, employees shall be expected to utilize that equipment.
- 5.12 The parties to this Agreement recognize the value of inservice training relative to the enhancement of skills in working with handicapped students. To that end the Employer, based on judgment and within the limits of available resources, will provide at least one inservice opportunity per year for the employee.

ARTICLE 6 - EMPLOYMENT STATUS DEFINED

- 6.1 The Employer and Union recognize four categories of employees. Bargaining unit work shall be performed only by employees in one of the four following categories:
- A. Full-time: An employee who is employed at least twenty (20) hours per week.
 - B. Part-time: An employee who is employed less than twenty (20) hours per week.
 - C. Probationary: An employee who is employed to fill a full or part-time position for a trial period of sixty (60) days. Upon completion of the probationary period, the employees name will be added to the seniority list.
 - D. Substitute: An 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.
- 6.2 The following definitions shall apply:

- A. School year employees are those employed to work at least one hundred eighty (180) days and whose work year follows the school calendar.
- B. Full year employees are those employed to work on a twelve (12) month basis.

ARTICLE 7 - VACANCIES, TRANSFERS AND PROMOTIONS

- 7.1 A vacancy shall be defined as a newly created position or a present vacant position that the Employer intends to fill.
- 7.2 Notice of all vacancies shall be posted in the District's administrative offices and in each building of the District, with a copy of said notice to the SMESPA President. The notice shall be posted for no less than ten (10) calendar days before the position is permanently filled. The posting is to state: seniority groups where the vacancy exists, classification, type of work, hours of work, rate of pay, location, starting date and job requirements.
- 7.3 To be considered for a vacancy interested employees must apply in writing to the superintendent or designee within ten (10) working days of the date of posting.
- 7.4
 - A. Vacancies shall be filled with the most senior qualified applicant from within the affected classification. Should no employee from the affected classification apply, the vacancy shall be filled with the most senior qualified applicant from other classifications. Should no bargaining unit member apply and qualify the position may be filled from outside the bargaining unit. For the purposes of this Article qualified shall be defined as in Section 9.3 of this Agreement.
 - B. Summer School Vacancies: Vacancies in the summer school program shall be filled from within the affected classification with priority given to the most senior, qualified applicant. Should no employee from the affected classification apply, the vacancy shall be filled by the most senior, qualified applicant from the bargaining unit. Should no bargaining unit member apply, the vacancy may be filled from outside the bargaining unit. The rate of pay for summer school employees shall be the regular hourly rate established for a similar position during the school year by the Master Agreement.
- 7.5 Within ten (10) work days after the expiration of the posting period, the Employer shall make known its decision as to which applicant has been selected to fill a posted position. Each applicant shall be so notified in writing with a copy provided to the Union.
- 7.6 Requests by an employee for a transfer to a different position or building shall be made in written application to the superintendent or his/her designee. The application shall state the position sought and the employee's qualifications and experience.
- 7.7 In the event of promotion in the classification or transfer from one classification to another, the employee shall be given a thirty (30) work day trial in which to show his/her

ability to perform on the new job. The Employer shall give the promoted or transferred employee reasonable assistance to enable him/her to perform up to Employer standards on the new job. If the employee is unable to demonstrate ability to perform the work required during the trial period or at the option of the affected employee, the employee shall be returned to his/her previous assignment. It is understood that the thirty (30) work day trial period, as it applies to other employees who have been promoted or transferred as a result of the initial promotion or transfer will be waived should the employee initially promoted or transferred be returned to his/her previous assignment.

- 7.8 The parties agree that involuntary transfers of employees will be affected for reasonable and just cause. Upon request, the employee transferred or reassigned shall be entitled to a written statement of the reason(s) which necessitated the transfer or reassignment. The Board agrees to minimize involuntary transfers.
- 7.9 Employees shall not be placed on a lower step on the wage scale due to involuntary transfers within his/her classification at the time of transfer.
- 7.10 Whenever vacancies occur during the normal summer months when regular school is not in session, the following procedure, in addition to the posted procedures set forth in 7.2, shall be followed up through August 1.
- A. Employees with specific interests in possible vacancies will notify the Superintendent of their interest in writing during the last regular week of school and shall include a summer address.
 - B. Should a vacancy occur, the employees who have expressed an interest in said position shall be contacted by the Superintendent and notified of the vacancy.
 - C. The employee so notified shall have the responsibility of contacting the Superintendent indicating their interest in said position within seven (7) calendar days of receiving such notification.
- 7.11 A Temporary Vacancy is defined as:
- A. A need for an additional employee on a job for fifteen (15) working days or less, or,
 - B. A need for an employee to fill a vacancy caused by the absence of employees on disability or illness leave, vacation, court duty, bereavement leave, military service, and day-to-day absence for other reasons for fifteen (15) working days or less.
 - C. Time limits may be extended by mutual agreement.
 - D. A unit member with three (3) years of continuous employment who is involuntarily transferred to another position may request and will be granted a meeting with the administrator to discuss the rationale for said transfer.

- 7.12 **Temporary Help.**
The Employer may utilize the services of temporary help or a temporary help agency for up to forty (40) work days to fill a temporary need for personnel or to complete a specific task. When fifteen (15) or more consecutive work days are involved, the position will be posted and filled as provided in this Article. Should the temporary position be filled by a bargaining unit member the temporary help may be placed in the residual job.
- 7.13 An employee who agrees to temporarily assume the duties of another employee will be paid the regular rate for those duties as per the assigned employee's experience level step. An employee's pay rate shall not be reduced as the result of any temporary change in duties. Upon expiration of the temporary position, the employee shall be returned to his/her former position.

ARTICLE 8 - SENIORITY

- 8.1 Seniority shall be defined as the length of service within the District as a member of the bargaining unit. Accumulation of seniority shall begin on the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by casting lots.
- 8.2 Part-time employees shall accrue seniority on a pro-rata basis. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.
- 8.3 All employees shall hold dual seniority dates. The first shall reflect his/her most recent date of hire by the District. The second shall reflect his/her most recent date of District employment in one of its classifications. For the purpose of this provision, all employees shall be placed in one of the following classifications based on their current assignments.
- A. Custodial/Maintenance
 - B. Secretary
 - C. Instructional Support Technicians - Special Education
 - D. Instructional Support Technicians - Vocation Education
 - E. Bus Drivers
 - F. Bookkeepers
- 8.4 The Employer shall annually prepare and post the seniority list which shall reflect initial date of hire, length of service in each classification and salary step and present classification. The seniority list shall be posted in all buildings of the District with revisions and updates prepared and posted semi-annually. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- 8.5 State and Federal programs and statutes shall be observed where applicable for specially funded programs. Except where prohibited, all employees shall receive seniority rights as provided in this Agreement.

- 8.6 All of an employee's seniority shall terminate upon the occurrence of any of the following.
- A. Voluntary quit or failure to return from leave of absence.
 - B. Discharge for just cause.
 - C. Retirement
 - D. Acceptance of a position with the Employer that is not in the bargaining unit, except for temporary promotion due to annual authorization.
 - E. Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record.
 - F. Layoff exceeding two (2) years.

ARTICLE 9 - REDUCTION IN PERSONNEL, LAYOFF AND RECALL

- 9.1 If the Employer feels a reduction in the work force is necessary, the Employer shall follow the procedure outlined below.
- 9.2 The Union shall have the right to review the layoff list prior to notification of the Union members to be laid-off. An employee to be laid off shall have been notified at least twenty (20) calendar days prior to the effective date of layoff.
- 9.3 For the purposes of this Article qualified shall be defined to mean any employee who meets the qualifications required by the Employer as posted for the classification. Any employee who has served more than sixty (60) working days in a classification shall be deemed qualified for any position in that classification.
- 9.4 In the event of a necessary reduction in work force, the Employer shall first lay off probationary employees, then the least senior employees, within the classification being reduced. In no case shall a new employee be hired while there are laid off employees who are qualified for a vacant or newly-created position.
- 9.5 An employee whose position has been eliminated due to reduction in work force or who has been affected by a layoff shall have the right to displace (bump) the position within his/her classification held by the least senior employee, provided he/she is qualified for the position. An employee who is unable to secure a job on the basis of classification seniority may, on the basis of bargaining unit seniority, displace (bump) the employee with the least bargaining unit seniority on a job for which he/she is qualified. A bargaining unit member under the provisions of this paragraph shall be considered qualified if he/she meets the minimum requirements in the job description for the position.
- 9.6 In the event of a reduction in the work hours in a classification, an employee may claim seniority over another employee for the purpose of maintaining his/her normal work schedule, provided he/she has greater classification seniority than the employee he/she seeks to replace.
- 9.7 In all cases the right to displace another employee (bump) must be made within seven (7) calendar days of the receipt of the layoff notice.

- 9.8 A laid-off employee shall upon application be granted priority status on the substitute list according to his/her seniority. Laid off employees may continue their health, dental and life insurance benefits by paying the regular monthly per subscriber group rate premium for such benefits to the Employer, providing this is in agreement with the terms of the insurance carrier.
- 9.9 Laid-off employees shall be recalled in reverse order of layoff to any position for which they are qualified.
- 9.10 Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the 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. A recalled employee shall have seven (7) calendar days from receipt of notice to notify the Employer of intent to return to work. The recalled employee must report to work within twenty (20) calendar days from receipt of notice to report to work unless there is mutual agreement by the parties to extend the twenty (20) calendar day period. The Employer may fill the position on a temporary basis until the recalled employee can report for work. Employees recalled to work for which they are qualified are obligated to take said work. An employee who declines recall to perform work for which he/she is qualified shall forfeit his/her seniority rights.
- 9.11 Employees on layoff shall retain their seniority for purpose of recall for a period of two (2) years. Any employee on layoff for more than two years shall lose his/her seniority and any further rights under this Agreement.

ARTICLE 10 - WORK DUTIES AND COMPENSATION

- 10.1 The basic compensation of each employee shall be set forth in Appendix "A," Salary Schedule.
- 10.2 The following conditions shall apply to all overtime work:
- A. Time and one-half will be paid for all hours worked over the regular daily or weekly work schedule and for all hours worked on Saturday. There will be no pyramiding of overtime.
 - B. Double time will be paid for all hours worked on Sundays and holidays.
 - C. Paid leave shall count toward hours worked.
 - D. Compensatory time off may be given instead of overtime pay if mutually agreeable to the Employer and employee. Such compensatory time shall be at time and one-half or double time, whichever is applicable.
- 10.3 Custodians assigned to the afternoon shift and the adult education secretary shall be paid a premium of forty (40) cents per hour over the base rate in Appendix "A."

10.4 Probationary employees shall receive either the legal minimum wage rate or 90% of the rate for the classification and step into which the employee is hired, whichever is greater.

10.5 Method of Payment:

A. Instructional Support Technicians will be paid for a number of days equal to the number of days designated as staff days in the annual school calendar, provided they are credited as days worked or paid leave days, plus the number of paid holidays that fall within their work year.

B. School year employees shall be paid on the basis of twenty-two (22) or twenty-six (26) equal installments based on a proration of their total number of scheduled work hours and paid holidays times the employee's regular rate of pay. Adjustments relative to additional hours worked or reduced time by the employee shall be made in the first check following the pay period in which the additional or reduced time occurred.

C. Full year employees shall be paid on the basis of twenty-six (26) equal installments based on a proration of their total number of scheduled work hours and paid holidays times the employees' regular rate of pay. Adjustments relative to additional hours worked or reduced time by the employee shall be made in the first check following the pay period in which the additional or reduced time occurred.

10.6 Employees working in a position rated as classification I may request to have that position upgraded to classification II. Such request and the reasons shall be made to the employee's immediate supervisor. Requests shall not be reviewed more than once during any twelve (12) month period.

10.7 When the advisor of a youth club and the bargaining unit member feel there is a demonstrated need for the bargaining unit members assistance in youth club activities which occur outside the regular working hours of the employee, they may jointly request, in writing, that the employee be authorized to work that activity at his/her regular rate of pay.

ARTICLE 11 - INSURANCE PROTECTION

11.1 Except as specified in Section 11.7 of this article, the Employer shall provide without cost to the employee, Super Care I for a full twelve (12) month period for the employees entire family.

11.2 Except as specified in Section 11.6 of this article employees not electing health insurance coverage through the Board shall be allowed to apply up to the amount of seventy dollars (\$70.00) per month for twelve months toward the MESSA Fixed Option programs as determined by the Association. Any remaining dollars may be applied on an individual basis to purchase any of the MESSA Variable Options and/or the MEFSA tax-deferred annuity.

11.3 Long Term Disability

The Board shall continue the long term disability plan (Union Mutual Policy #30396-001 Amendment) currently in effect, for the life of this Agreement, including the following minimum specifications:

1. 90 calendar day waiting period
2. 60% income
3. Recurrent disability
4. Rehabilitation
5. Worker disability compensation
6. Two year own occupation
7. Leave of absence layoff coverage
8. Termination clause
9. Maximum benefit clause
10. Effective January 1, 1979
11. Benefits continue to age 65

11.4 Except as specified in Section 11.7 of this article the Board shall provide to the employee, at no cost to the employee \$30,000 term life insurance, including accidental death and dismemberment.

A. Life insurance coverage of employees seventy (70) years of age or older shall be subject to the terms of the carrier.

11.5 Except as specified in Section 11.7 of this article the employer shall provide without cost to the employee MESSA/Delta Dental for a full twelve months for all employees of the bargaining unit, and their eligible dependents: 80/80/80 with a 1000/1000 Maximum.

11.6 MESSA Vision Plan 2

The Board shall provide fully paid to each employee and his/her dependents as defined by IRS, MESSA Vision Services Plan II.

- 11.7 Employees regularly scheduled to work one-half time or less by classification shall be provided insurance protection by the employer as follows:

Health Insurance - one-half monthly premium
Health Insurance Option - one-half of employer contribution
Dental Insurance - one-half monthly premium
Life Insurance - one-half monthly premium
LTD Insurance - full monthly premium

Applicable to employees hired, rehired or adjusted in regular working hours after September 1, 1985.

ARTICLE 12 - VACATION

- 12.1 Full year employees will earn paid vacation days for each month worked as per the following schedule: Paid vacation shall accumulate at the following rate:
- 1/2 day per month worked for the first year
 - 1 day per month for the second through the ninth year
 - 1 1/2 day per month for the tenth through nineteenth year
 - 2 days per month after the twentieth year
- 12.2 No vacation will be taken during an employees probation period. Upon satisfactory completion of the probation period the time shall be credited for vacation accumulation.
- 12.3 Scheduling of vacation shall be by mutual agreement of the employee and the supervisor. Vacation may be taken all at once or scheduled throughout the calendar year, but vacation may not be used for less than a one day period. Vacation schedules must be approved by the supervisor who will give consideration to the employee's request and the need to maintain service. In no case shall an employee forfeit paid vacation leave eligibility due to a lack of approval by supervision.
- 12.4 Vacation time may be accumulated from year to year to a maximum seven (7) work days total.
- 12.5 In case of layoff or a resignation with two (2) weeks notice, the employee will be paid for all unused vacation. Should a paid holiday occur within an employee's vacation period, the employee will receive the paid holiday benefit and that day will not count as vacation. In the event of illness or injury requiring hospitalization while on vacation, the employee will be placed on sick leave and the remaining vacation rescheduled at a later date.
- 12.6 Year round employees cannot be required to use paid leave days during student recess periods.

ARTICLE 13 - HOLIDAYS

13.1 Employees shall have the following holidays off with pay, if the holiday falls within the employees work year:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving
- Christmas Day

13.2 Should the holiday fall on a Saturday or Sunday the employee will be awarded one extra day's pay. In lieu of extra pay the immediate Friday or Monday may be scheduled off to replace the holiday if mutually agreed between the employee and immediate supervisor.

13.3 If any of the above holidays are celebrated on a Friday or a Monday, the celebrated day shall constitute the paid holiday.

13.4 Employees shall be paid for the above listed holidays, for which they are eligible, at their regular rate of pay provided they have worked their last scheduled day preceding and their first scheduled day following the holiday unless they are excused on such day or days.

ARTICLE 14 - PAID LEAVES

14.1 General Conditions

- A. Accumulated sick leave shall be reflected on the employee's pay roll check stub.
- B. When an employee is absent from work due to illness or injury that is eligible for compensation under the Michigan Worker's Compensation Act the days absent shall not be charged against the employee's illness and disability leave.
- C. Employees absent from work because of mumps, scarlet fever, measles or chickenpox shall receive their regular pay for a maximum of twenty (20) school days, if it is certified that the mentioned illnesses were contracted in the course of their employment. If it is certified that additional recovery days are necessary, they shall be granted. Days granted in this situation shall not be charged against the employee's sick leave.

14.2 Illness and Disability Leave

At the beginning of each work year, full year employees will be credited with twelve (12) days of paid illness and disability leave and school year employees will be credited with ten (10) days of paid illness and disability leave. Unused paid illness and disability leave shall accumulate to a maximum of one hundred twenty (120) days. These days may be used by an employee for the following reasons and subject to the following conditions:

- A. The employee may take all or any portion of leave for medical disabilities, including pregnancy related disabilities provided written certification by a physician is presented.
- B. The Employer may require any employee returning from illness and disability leave to produce a physician's statement of his/her ability to perform assigned duties.
- C. Any employee who uses four (4) consecutive paid sick days in a six (6) month period may be required to provide written certification from a physician confirming that an absence was due to illness or disability. Any medical charge for such statement shall be payable by the Employer.
- D. The employee may take a maximum of four (4) days per illness of family members.
- E. An employee may take a maximum of two (2) leave days per work year to make arrangements for medical or nursing care for a member of his/her immediate family. Immediate family shall be defined as husband, wife, children, mother, father, father-in-law and mother-in-law.
- F. Employees leaving the Sanilac Intermediate School District after ten (10) full years of service via resignation, death, layoff (after two (2) years) or retirement will be compensated \$10.00 for each day of accumulated sick leave. In the case of layoff, a person who is reemployed shall start the years of service over for the purpose of this paragraph.

14.3 Bereavement Leave

- A. When a death occurs in the employee's immediate family, the employee shall be entitled to a maximum of five (5) working days off with pay. Immediate family is defined as: husband, wife, children, father, mother, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. Additional time off may be authorized by the Superintendent and shall be chargeable against personal illness and disability leave.
- B. The employee may be granted one (1) working day off with pay to attend the funeral of other relatives or a friend at the discretion of the Superintendent. This time shall be chargeable against personal illness and disability leave.

14.4 Personal Leave

At the beginning of each school year each employee shall be credited with two (2) personal days. Applications for the use of these days must be made in writing stating the reasons for such absences at least three (3) days in advance of the date requested. The three (3) day requirement may be waived at the discretion of the Superintendent. These days may be used only for situations which cannot normally be handled outside school hours. These days may not be used for the days immediately following a holiday and/or vacation period or the first or last day of the school year. Unused personal days will be credited to the next year's personal illness and disability leave. The Superintendent at his/her discretion may grant up to two (2) additional personal days per year upon written request from the employee. Said days, if granted, shall be subtracted from the employee's sick day accumulation.

14.5 Jury Duty

The Employer will pay to an employee performing jury duty the difference between the employees regular earnings and the amount received by the employee from such jury duty, not including meal or travel reimbursement.

ARTICLE 15 - UNPAID LEAVES

15.1 General Conditions

- A. Except for military leave and child care leave, requests for unpaid leave must be made at least thirty (30) days prior to the requested date to begin such leave. The Employer must receive notice of intent to return from leave at least thirty (30) days prior to the expected date of return. Requests for leaves of absence shall include the reason for the leave along with notification of the beginning and ending dates of sick leave.
- B. A leave of absence may be extended upon employee request for up to one (1) year at the discretion of the Board of Education.
- C. No increment credit shall be earned during an unpaid leave of absence, and no fringe benefits shall be paid by the Employer. During an unpaid leave of absence, the employee shall, subject to the terms of the carrier, be permitted to pay his/her own fringe benefits through the Intermediate Office.
- D. Employees returning from a leave of absence during the same school year or returning from the year of leave shall be reinstated in the same or similar position held when the leave began. An employee returning from an extension of leave shall be placed in the first vacancy for which he/she is certified.

- 15.2 Leaves of absence without pay or benefits for up to one (1) year may be granted upon written request to the Superintendent and approval of the Board of Education.
- A. Military Leave - Granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States.
 - B. Educational Leave - Study at an accredited trade school, college or university related to the employees job responsibilities.
 - C. Union Office Leave - Serving on the staff of or as an officer of the Union, or on the staff or as an officer of the Union's state or national affiliate.
 - D. Public Office Leave - Campaigning for or serving in a public office.
- 15.3
- A. Child Care Leave - A leave of absence without pay or benefits for up to one (1) year shall upon application be granted to any employee for the purpose of child care, for both a natural or adopted child, or where the employee has been named as guardian or foster parent. Child care leave requests shall also include a statement from the attending physician indicating the anticipated date of birth of the child, where applicable. The actual day when the leave begins may vary from the original date requested depending on the day the employee officially becomes guardian and/or foster parent or receives notice from the adoption agency to take custody of the child, or from the birth of the child.
 - B. Unpaid Illness and Disability Leave - An employee who is unable to work because of personal illness or disability and who has exhausted all 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, and the leave may be renewed each year upon written request of the employee. Request for such leave shall state the expected date of return. The Employer may require the employee returning from leave to produce a physician's statement of his/her ability to perform assigned duties.

ARTICLE 16 - GRIEVANCE PROCEDURE

16.1 DEFINITION:

A claim or complaint by a bargaining unit member or group of bargaining unit members or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or any rule, order, policy, or regulation of the employee, may be processed as a grievance as hereinafter provided. When an employee chooses another remedial forum for relief, the alleged violation may not be processed as a grievance.

16.2 HEARING LEVELS:

INFORMATION LEVEL: When a cause for complaint occurs, the affected bargaining unit member(s) shall within ten (10) days request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 1: When a cause for complaint occurs, the affected bargaining unit member(s) shall within seven (7) days request a meeting with his/her immediate supervisor in an effort to resolve the complaint. The Union may be notified and a representative thereof present with the bargaining unit member at such meeting. If the bargaining unit member is not satisfied with the result(s) of the meeting, he/she may formalize the complaint in writing as provided hereunder.

FORMAL LEVEL 2: If the grievance is not resolved at Level 1 or if no disposition has been made within seven (7) days of receipt of the grievance, the grievance shall be transmitted to the superintendent or designee. Within seven (7) days after the grievance has been submitted to the superintendent, the superintendent or designee shall meet with the Union on the grievance. The superintendent or designee, within seven (7) days after the conclusion of the meeting, shall render his/her written decision thereon with copies to the Union and the grievant(s).

FORMAL LEVEL 3: If the grievance is not resolved at Level 2 or if no decision has been rendered within seven (7) working days after the meeting with the superintendent or designee, the grievant shall file a written grievance with the secretary of the Board of Education within seven (7) work days. After receiving the written grievance the Board of Education shall arrange for a hearing on the grievance with the grievant and Union representatives for the purpose of resolving the grievance. Said hearing shall be scheduled within thirty (30) days of receipt of the grievance. The final decision on the grievance at Level 3 will be rendered by the Board at its next regularly scheduled meeting following the hearing.

FORMAL LEVEL 4: If the grievance is not resolved at Level 3 by the Board of Education or if no disposition has been made within the period provided above, the Union may submit the grievance to arbitration within 20 days before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. Neither the Employer nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the Union and Employer.

16.3 EXPEDITED GRIEVANCE PROCEDURE: (OPTIONAL)

- A. With mutual agreement between the Employer and the Union, a grievance may be processed via the expedited grievance procedure outlined as follows:
1. The grievance shall be submitted in writing to the superintendent or his/her designee. Within seven (7) days after submission, the superintendent, or his designee shall schedule a meeting with the Union in an effort to resolve the dispute.
 2. If the grievance is still not resolved within seven (7) days of the initial hearing between the superintendent or his/her designee and the Union, as above described, the Union may appeal the grievance to the American Arbitration Association within 20 days in accord with its rules of expedited arbitration.
 3. The arbitrator of grievances processed via this expedited process shall have no power to alter, add to, or subtract from the terms of this Agreement.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties.

16.4 MISCELLANEOUS CONDITIONS:

- A. The term "days" when used in this Article shall mean work days. Time limits provided in this Article shall be strictly observed but may be extended by mutual agreement.
- B. Any grievance not appealed within the time limit set forth shall be considered settled on the basis of the Employers last answer. If an answer to a grievance is not received within the limit set forth, it shall be considered appealed to the next level.
- C. Notwithstanding the expiration of this Agreement, any claim or grievance may be processed through the grievance procedure until resolution.
- D. Alleged grievances which originate with the Office of Superintendent or the Board of Education may be initiated at Formal Level #2 of the grievance procedure. A written copy shall be provided to the immediate supervisor.
- E. If any bargaining unit member for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all compensation lost. If any bargaining unit member shall have been found to have been improperly deprived of any compensation or advantage, the same or its equivalent in money shall be paid to him/her and his/her record cleared of any reference to this action.

- F. For the purpose of assisting a bargaining unit member or the Union in the prosecution or defense of any contractual, administrative, or legal proceeding, including, but not limited to grievances, the Employer shall permit a bargaining unit member and/or a Union representative access to and the right to inspect and acquire copies of his/her personnel file and any other files or records of the Employer which pertain to the affected bargaining unit member or any issues in the proceeding in question. Confidential letters of reference secured from sources outside the school system shall be excluded from inspection.
- G. A bargaining unit member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose.

ARTICLE 17 - STRIKES AND LOCKOUTS

- 17.1 Strikes. The Union agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in a strike action as said term is defined by the Public Employment Relations Act unless the Employer refuses to fully implement an arbitration award issued in accordance with this Agreement.
- 17.2 Lockouts and Unfair Labor Practices. The Employer agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any unfair labor practice as defined in the Public Employment Relations Act. The Employer also agrees that it will not lockout any bargaining unit member during the term of this Agreement or during any period during which a successor Agreement is being negotiated by the parties.

ARTICLE 18 - EMPLOYER RIGHTS

- 18.1 The Union recognizes that the Employer has the responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by the laws and the Constitution of the State of Michigan and of the United States provided that such rights and responsibilities shall be exercised by the Employer in conformity with the provisions of this Agreement.
- 18.2 The Employer agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan, with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education as well as all Federal laws. The Employer shall not direct or require a bargaining unit member to violate any Federal law, State law or State regulation.

ARTICLE 19- -STATEMENT OF COMPLIANCE

- 19.1 The Sanilac Intermediate School District Board of Education and the Sanilac Michigan Educational Support Personnel Association shall comply with all Federal laws and

regulations prohibiting discrimination and with all requirements and regulations of the United States Department of Education. It is the policy of the Sanilac Intermediate School District Board of Education that no person on the basis of race, color, religion, national origin or ancestry, age, sex, martial status or handicap shall be discriminated against, excluded from participation in, denied the benefits of or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the United States Department of Education.

ARTICLE 20 - RETIREMENT

- 20.1 The Employer will provide retirement benefits under the Michigan Public School Retirement System at no cost to the employee.
- 20.2 Upon retirement the employee shall receive payment, at the employee's current wage rate for all unused vacation days.

ARTICLE 21 - STUDENT DISCIPLINE

The administration will give reasonable support to bargaining unit members with respect to the maintenance of discipline in the classroom and buildings.

ARTICLE 22 - DURATION OF AGREEMENT

- 22.1 This Contract shall be effective as of July 1, 1996, and shall continue in effect until the 30th day of June 1999. Negotiations between the parties shall begin at least 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 for a specific period or periods by mutual written agreement of the parties.
- 22.2 Copies of this Agreement shall be printed at the expense of the Employer and presented to all bargaining unit employees now employed or hereafter employed. In addition, the Employer shall provide the Union ten (10) copies of the Agreement without charge to the Union. The Employer has the responsibility of making its personnel policies known to unit members. Within 45 days of employment bargaining unit members shall be given a copy of the form authorizing check off for Union dues and service fees.
- 22.3 In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION

By: Sandra Beach
President

By: Louanne K. Patterson
Secretary

By: Gilbert A. Sizer
MESPA Negotiator

Date 10-30-96

EMPLOYER

By: Karl Howard
President

By: [Signature]
Superintendent

APPENDIX A WAGES - 1996-1999 SALARY SCHEDULES*Custodian I*

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$8.00	\$8.24	\$8.49
2	8.15	8.39	8.64
3	8.32	8.57	8.83
4	8.46	8.71	8.97
5	8.60	8.86	9.12

Custodian II

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$8.94	\$9.21	\$9.48
2	9.26	9.54	9.82
3	9.57	9.86	10.15
4	9.88	10.17	10.48
5	10.22	10.52	10.84

Bus Drivers

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$9.01	\$9.29	\$9.57
2	9.42	9.71	10.00
3	9.82	10.11	10.41

Bus Drivers shall be paid their regular hourly rate for non-driving time while on special trips.

Secretary I

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$8.62	\$8.88	\$9.15
2	9.02	9.29	9.57
3	9.42	9.71	10.00
4	9.82	10.11	10.41

Sanilac Intermediate School District Support Personnel

Secretary II

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$9.42	\$9.71	\$10.00
2	9.82	10.11	10.41
3	10.22	10.52	10.84
4	10.61	10.93	11.26

Instructional Support Technicians

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$9.27	\$9.55	\$9.83
2	9.58	9.87	10.16
3	9.90	10.20	10.50
4	10.23	10.53	10.85
5	10.53	10.84	11.17
6	10.84	11.16	11.50
7	11.26	11.60	11.94

Instructional Support Technicians are classroom para-professionals hired to assist in the application of instruction in the overall operation of the educational program.

Program Aides

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$5.25	\$5.50	\$5.75
2	5.50	5.75	6.00
3	5.75	6.00	6.25

Program Aides are individuals hired to assist in the assigned program by doing tasks other than those normally assigned to Instructional Support Technicians and are designed not to replace Instructional Support Technicians.

Program Specialists

Year of Employment on July 1	1996-97	1997-98	1998-99
1	\$10.46	\$11.09	\$11.42
2	10.90	11.55	11.90
3	11.35	12.03	12.39
4	11.77	12.48	12.85

Longevity after ten (10) years of consecutive service to the District:

1996-97	\$300.00
1997-98	\$325.00
1998-99	\$350.00

All wage increases are retroactive to July 1, 1996.

Longevity payments shall be made in a lump sum on the first pay period of June.

Program aides shall receive fifty dollars (\$50.00) per month towards health insurance or, at their option, an equivalent amount in salary.

APPENDIX B - GRIEVANCE REPORT FORM

SANILAC INTERMEDIATE SCHOOL DISTRICT

Grievance # _____

Distribution of Form

1. Superintendent
2. Principal/Supervisor
3. Association
4. Grievant

_____ School District
Submit to Supervisor/Principal in Duplicate

Building **Assignments** **Name of Grievant** **Date Filed**

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance: _____

2. Relief Sought: _____

Signature

Date

C. Disposition of Supervisor/Principal: _____

Signature of Principal/Supervisor

Date

D. Disposition of Grievant and/or Union/Association: _____

Signature

Date

If additional space is needed in reporting Section B of Step I, attach an additional sheet.

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP III

A. Date Submitted to Board: _____

B. Disposition of Board: _____

Signature

Date

C. Position of Grievant and/or Union/Association: _____

Signature

Date

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition & Award of Arbitrator: _____

Signature

Date



