

# **MASTER AGREEMENT**

**BETWEEN**

**SANILAC INTERMEDIATE SCHOOL DISTRICT**

**AND THE**

**EDUCATIONAL SUPPORT PERSONNEL  
MEA/NEA**

**July 1, 2017 – June 30, 2020**

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**ARTICLE 1 - 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/Program Specialist, Bus Drivers, Instructional Support Technicians, , Program Aides 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. Anything posted must be approved by the Administration and contain the signature of a Union official and a copy given to the Administration.
- 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 computers, copiers, calculators 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. Release time provided in Article 2.12 may be used for this purpose.
- 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 The employer (Sanilac Intermediate School District) and the employee bargaining unit (Sanilac Intermediate School District Educational Support Personnel) agree to abide by the guidelines and standards of the "Right to Work" legislation.
- 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. At least six (6) employees must request a new deduction before it will be started.
- 2.9 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.
- 2.10 The Employer will continue it's established policy and practice of giving employees a preference for work they have customarily performed.

- 2.11 The Employer shall provide, at no cost to the Union, four (4) 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.
- 2.12 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, color, religion, national origin, gender, age, height, weight, marital status or disability.

- 3.5 No employee shall be disciplined (including warnings, reprimands, suspensions, 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
- 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. The official personnel file shall be held at the Office of the Superintendent, 175 East Aitken Road, Peck, MI 48466. 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 cases 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. This assistance will be provided as long as the employee was following the policies of the Sanilac ISD as provided to each employee.
- 3.10 This agreement shall supersede any rules or past practices. No past practice shall be recognized unless committed to writing and incorporated into this agreement.

#### **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 Full-time 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. The hours of part-time Custodian/Maintenance group employees shall be determined by the Employer based on the requirements of the position.
- 4.3 Secretarial /Program Specialists group employees shall have a minimum normal work day of seven (7) hours between 7:00 a.m. - 4:30 p.m. and a minimum normal work week of thirty-five (35) hours.
- 4.4 Instructional Support Technician employees shall have a normal work day of seven (7) hours and a normal work week of thirty-five (35) hours. It is understood that in some situations an excess of seven hours (7) 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. Part-time Instructional Support Technicians shall have a 5 day work week with a normal work day of five and three fourths (5.75) hours and a normal work week of twenty-eight and three-fourths (28.75) hours.
- 4.4a Special Education IST's are subject to the schedule of the school(s) to which they are assigned.
- 4.4b Special Education Bus Drivers subject to same conditions as 4.4a.
- 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 If an Instructional Support Technician is required to attend any hours outside of their normal work day, a two week advance notice will be given. The Sanilac ISD will provide to the employee compensation at the appropriate pay scale for all time worked after normal hours.

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, first shift (day time) 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. On Fridays and days preceding

recess periods second shift (night time) employees at the Sanilac Career Center duties shall end thirty (30) minutes early provided all jobs have been 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/Program Specialists, Instructional Support Technicians, 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. Unused breaktime shall not be allowed to carry-over or be banked. It is the employees discretion to take or not take breaktime. Not taking breaks should not be used as an excuse to leave early, etc.
- 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 to be exempt 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. Comp time can be granted in place of overtime pay, within provisions of the state and federal law. Comp time needs to be approved by the immediate supervisor before the employee works it.
- 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 forty (40) hours per week and for all hours worked on Saturday. Double time will be paid for all hours worked on Sundays and holidays. Overtime must be approved in advance by administration.
- 4.15 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 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 law (Special Education) for the absence of regular Employees. Other substitutes will be employed if the absence dictates.
- 4.17 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 cancelled in a Sanilac Intermediate School 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 Career-Technical Preparation program are canceled those unit members assigned to the SISD 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 their regular rate of pay.
- B. 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.
- 4.18 The minimum pay for call-in time for emergency situations shall be two (2) hours.
- 4.19 A. When any five (5) constituent districts close, due to weather, unit members will not be required to report for work except as herein stated.
1. First shift Maintenance/Custodial employees that have already reported for work, may at their option, leave or remain at work receiving one (1) hour of compensatory time for each hour worked.
  2. Second shift Maintenance/Custodial employees shall be required to report for work two (2) hours later than their regular assigned starting time. If the second shift employee is notified, by the SISD, not to report to work, the employee would receive full credit for a day worked. If the second shift employee already reported at the regular starting time, they shall receive one (1) hour of compensatory time for each hour worked. If evening activities offered are cancelled or dismissed early, due to weather, the employee may leave, once the building is cleared, at their discretion.
  3. Employees required to work due to emergencies shall be compensated in conformance with paragraph 4.17 A.
- B. When schools are open and evidence determines that unit members are unable to report for work because their health and safety may be threatened by attempting to report, the unit member shall be excused without loss of pay or other adverse effect.

- 4.20 All staff members are encouraged to continue their training and education by attending conferences, workshops, etc. All of these activities should directly pertain to the employee's job and must be approved in advance by their director or superintendent.

## **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 in writing. 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 The Employer shall provide adequate rest areas and restrooms for employee use.
- 5.5 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.
- 5.6 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.

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- A. Transportation aides will be assigned to bus routes as deemed necessary. A driver may request the administration to assign an aide to a route and inform the driver within five (5) working days of the decision.
- 5.7 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. Employees should quickly advise their supervisor of any unsafe working conditions.
- 5.8 No employee shall be required to dispense or administer medication, perform catheterization, or tube feed without proper training by the school nurse and/or teacher. Any such employee required to provide such service in the course of their employment will be covered under the District's Liability Policies.
- 5.9 The employees work day schedules, 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 after an advance consultation with the employee.
- 5.10 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 the DOT physical examinations and certification classes necessary for employment as Bus Drivers.
  - D. TB tests, if required by law, by County Health Department.
  - E. In areas where protective equipment is furnished, employees shall be required to utilize that equipment.
- 5.11 The parties to this Agreement recognize the value of in-service training relative to the enhancement of skills in working with special needs students. Additionally, the parties agree that the employer will provide in-service opportunities, which may include student restraint training, training or delivery of student health care needs and training on educational best practices strategies.
- 5.12 Members shall devote two forty-five (45) minute meetings per month to School Improvement activities. The time and substance of the work shall be mutually agreed on by the administration and members. The time is to be arranged within the normal workday (8:00 a.m. – 3:30 p.m.) unless otherwise agreed to by the staff. Members will not be required to use their lunch or break time for the

meetings. If required to attend a meeting outside normal working hours, the employee shall be compensated at his/her current hourly rate of pay.

## **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 thirty (30) hours per week. Employees who work less than thirty (30) hours per week as of August 29, 2005, will be grandfathered at a full-time status. All future hires, as of August 30, 2005, working less than thirty (30) hours per week will be considered part-time and not eligible for benefits (health, dental, vision, life, long-term disability, etc.).
- B. Part-time: An employee who is employed less than thirty (30) hours per week.
  - a. Under 30 hours employee – An employee working 28.75 hours/5 days a week.
  - b. Blended/Shared employee – An employee working less than 5 days per week.
- C. 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 whose work year follows the school calendar. IST's will follow the adopted school calendar for their respective building. IST's, whose current program placement does not follow Sandusky's School Calendar, may be required to fill Summer IST positions for the remainder of their respective building calendar. Placement will be established between the program teacher and the SISD administration. (Reference 4.4a.)
- 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 at the SISD Special Education Services Building (46 N. Jackson Street, Sandusky), the Sanilac Intermediate School District (175 E. Aitken Road, Peck), the SISD Maple Valley Center (138 Maple Valley Street, Sandusky), and SISD Classrooms located in Sandusky Community Schools buildings 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, one person position or blended/shared position, hours of work, number of days of work, rate of pay, location, starting date and job requirements.
- A. In the event multiple vacancies must simultaneously be filled, the Executive Board may enter into a mutually agreed upon process with Administration to help expedite the process.
- 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.
- 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 Special Education 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. Summer school vacancies shall be filled only once. The rate of pay for Special Education summer school employees shall be the regular hourly rate established for a similar position during the school year by the Master Agreement. Should a bargaining unit member substitute for a position that has already been filled that bargaining member shall be paid at the SISD substitute rate.
- 7.4 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.

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- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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. During the summer months between school ending and school beginning, all vacancy postings shall be sent to each bargaining unit member in their bi-weekly pay check. If an employee does not receive a paycheck over the summer period the posting shall be sent via United States Postal Service.
  - 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.
- 7.10 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.

#### 7.11 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.

- 7.12 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.

#### 7.14 Working Opportunity Enhancement:

- A. Those employees who desire to be considered for temporary work opportunity outside their classification will be provided that opportunity on and as needed basis.
- B. Temporary opportunities will be posted and persons shall indicate their interest by making an application in writing. The work shall be offered on a seniority basis beginning with the person with the highest seniority.
- C. Wages shall be equal to the employees current hourly wages.
- D. This section shall not be interpreted to restrict or impede the employment of normal substitutes. Employees shall not exceed forty (40) hours in any work week under this section.
- E. If the temporary opportunity exceeds the employees forty (40) hours in a work week it shall be shared between the most senior members that apply for the position.

- F. Any employee holding a temporary position shall not be entitled to fill another temporary position until that position ends.
- G. A temporary position held by an employee shall not exceed more than one (1) school year. At such time the position shall be posted and filled by the most senior qualified applicant.

7.15 Slot Swap procedures: See appendix "A".

## **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 be the date of Board approval. 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 in a timely manner.
- 8.2 All employees shall hold one seniority date. The seniority date shall reflect his/her date of hire by the District. 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/Program Specialist
  - C. Instructional Support Technicians
  - D. Bus Driver
- 8.3 The Employer shall annually prepare and post the seniority list which shall reflect initial date of hire, length of service, salary step, and present classification. The seniority list shall be posted at the SISD Special Education Services Building (46 N. Jackson Street, Sandusky), SISD Maple Valley Center (138 Maple Valley Street, Sandusky), and the Sanilac Intermediate School District (175 E. Aitken Road, Peck) with revisions and updates prepared and posted semi-annually. A copy of the seniority list and subsequent revisions shall be furnished to the Union.
- 8.4 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.
- 8.5 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 is placed in a new classification due to job elimination or seniority will be given sixty (60) days to show they are qualified for the new classification.
- 9.4 In the event of a necessary reduction in work force, the Employer shall first lay off 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 with like hours and benefits, provided he/she is qualified for the position. If the least senior position is a "shared" position, the employees sharing the position will both be "bumped" in order for a more senior person to maintain their like benefits and hours. 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 with like hours and benefits 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 can demonstrate he/she meets the minimum requirements in the job description for the position. Displaced employee by job reduction or elimination will be allowed to bump pursuant to Article 9. Once in a new position said employee will not be bumped by any bargaining unit member with less seniority. Said employee transferring into a new position will be placed at a pay level that is not less than their current rate of pay.
- 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 (1 1/2) will be paid for all hours worked over forty (40) hours per week and for all hours worked on Saturday.
  - 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. See 4.12 before comp time is worked. Unless, the situation is an emergency, prior approval from immediate supervisor must be received.
- 10.3 Custodians assigned to the second shift shall be paid a premium of forty (40) cents per hour over the base rate in Appendix "A."
- 10.4 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. Special Education follows Sandusky Schools Calendar unless state approval is granted to go 180 days. ACE, STP, and CTP follows SCC Calendar. (Reference 4.4.A.)
- 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.

## **ARTICLE 11 - INSURANCE PROTECTION**

- 11.1 The Board shall provide Health Insurance to full time bargaining unit members. The district will contribute up to but not exceeding the medical benefit hard cap limit set by the State of Michigan. This benefit shall be provided for a full 12-month period for the bargaining unit member and his/her entire family. In addition to the above, the Board will provide health coverage for sponsored dependents as defined by the health care provider for a 12-month period.
- 11.2 Except as specified in Section 11.7 of this Article employees not electing health insurance coverage through the Board shall receive a payment based on the number of members opting out. Life, LTD, Dental and Vision shall continue to be provided for the duration of this contract. Opting out of the health insurance

coverage must be done prior to July 1 of the contract year and will be for the length of this contract, with the exception of emergency situations.

Number of Members Opting out of Health Insurance	Monthly Payment (% of Family Hard-Cap-Health Insurance Premium)
1-5 Members	25%
6	33%
7	38%
8 or more	43%

The monthly payment can be applied if desired to a TSA. The member may elect to invest in TSA's on the list currently approved by the district.

11.2 Long Term Disability

- 70% of Max Eligible Salary
- Maximum Monthly Benefits \$4,000.00
- Max Eligible Monthly Salary \$5,714.00
- 90 Calendar Day Modified Fill Elimination Period
- COLA No
- Mental/Nervous Two Years
- Alcohol/Drug Two Years
- Pre-existing Limits Waived
- Family Social Security Offset
- No Survivor Income
- Freeze on Offsets
- No Educational Supplement
- 2 Year Own Occupation

11.4 \$50,000 Life Insurance/AD&D

11.5 Dental  
     80/80/80: \$1,000 annual max  
     \$1,000 Adult Ortho max

11.6 VSP 3 Plus

11.7 Employees regularly scheduled to work less than thirty (30) hours per week will not be eligible for the district insurance. (Please refer to Article 6.1.A.)

11.8 Either party may request the re-bidding of insurance if unsatisfied with the benefit package.

- 11.9 If and when Michigan legislation is passed requiring employees to pay a percentage of their Health Insurance Premium the district will enact those requirements according to the timeframe set forth under the legislative act.

**ARTICLE 12 - VACATION**

- 12.1 The employee must work more than half the scheduled work days or be on paid vacation and/or sick days to receive a month's credit. 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:

Full-time employees hired prior to August 29, 2005 shall be given vacation days as per the following:

- 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

Full-time and part-time employees hired on August 29, 2005 or later shall be given vacation days as per the following:

- Upon completion of 2 years - 5 vacation days will be earned
- Upon completion of 8 years - 10 vacation days will be earned

- 12.2 Vacation requests shall be processed in the order they are received, and are subject to Administrative approval. In the event two requests are made for the same dates at the same time, the more senior person's request shall be processed first.
- 12.3 Vacation time may be accumulated from year to year to a maximum seven (7) work days total.
- 12.4 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.
- 12.5 Management reserves the right to shutdown operations for up to one week during July each year as a cost saving measure. Days off during the July shutdown are to be taken as vacation days and/or unpaid days.

**ARTICLE 13 - HOLIDAYS**

- 13.1 The following holidays will be paid for the respective employee groups:

<u>Under 30 Hr. Employees</u>	<u>Full-Time School Year Employees</u>	<u>Full Year Employees</u>
New Year's Day	New Year's Day	New Year's Eve
President's Day	President's Day	New Year's Day
Good Friday	Good Friday	President's Day
Memorial Day	Memorial Day	Good Friday
Christmas Eve	Labor Day	Easter Monday
Christmas Day	Thanksgiving	Memorial Day
Thanksgiving	Christmas Eve	Independence Day
	Christmas Day	Labor Day
	Friday prior Labor Day	Thanksgiving
		Friday after Thanksgiving
		Christmas Eve
		Christmas Day
		Friday prior Labor Day

It is understood that any employee hired as a Blended/Shared employee shall not be eligible for these paid holidays.

- 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 from the Michigan Workers' Compensation and disability leave medical expenses are covered from the first day of injury. Loss wages are covered back to the first day if the employee has been off fourteen (14) consecutive days or more. The date of injury occurred is not considered the first day of the waiting period. From the first day through the seventh day there is a waiting period before wages are paid. Any loss of wages after seven (7) consecutive days is covered. Therefore, the employee would have

to claim sick or unpaid through the seventh day. If the employee were still off more than fourteen (14) consecutive calendar days, the worker compensation wages would go back to the first day. Any sick days already claimed would be returned to the employee and any wages/salary paid by the school district would be deducted from their contract amount.

- 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. Any employee hired under thirty (30) hours per week will be credited with eight (8) days of paid illness and disability. Any employee hired as a Blended/Shared employee will be credited with three (3) days of paid illness and disability. 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. When a full-time employee takes an extended leave of absence and there is a less than thirty (30) hour unit member in that classroom, the member will have the right to fill the full-time position for the length of the leave. No insurance benefits will be offered to that unit member during this time.
- C. 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.
- D. Any employee who uses four (4) consecutive paid sick days in a six (6) month period or in case of a pattern of absenteeism 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.
- E. The employee may take a maximum of four (4) days per illness of family members. (Family members are defined in 14.2 E.) The employee will have

the ability, in emergencies, i.e. immediate family, to use accumulated sick days, with the Superintendent's approval.

- F. 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, grandparent, grandchildren, father-in-law and mother-in-law, step-parent, step-child and step-grand child.
- G. 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 \$15.00 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.
- H. At the end of each school year, prior to June 30<sup>th</sup>, all unused sick days over 120 will be paid out at a rate of \$25.00 per day.
- I. The Sanilac ISD Board of Education agrees to all provisions as listed below. Sick leave days may be given to another unit member for the purpose of providing emergency additional sick days, subject to the following conditions:
  - 1. Granted sick days will be for reasons other than normal illnesses as determined by the Association and the Administration. The giving of sick days is strictly voluntary.
  - 2. Unit members with less than forty (40) sick days may not contribute.
  - 3. The giving of sick days shall be administered by a committee of three (3) unit members appointed by the Association and the Administration.
  - 4. No more than sixty-five (65) sick days may be given to anyone.
  - 5. The Sanilac ISD Board of Education reserves the right to stop this practice at any time. The intent of this policy is to help an employee during their time of greatest need, but not to give more than is necessary for the emergency. Sick leave days will be given in five (5) day increments.

The following Sanilac ISD staff may participate in the sick leave bank:

EA – Teachers Union  
ESP – Support Staff Union  
Supervisory Staff

- J. An employee who is unable to work because of personal illness or disability may not sporadically use sick days from their bank (use a combination of sick and unpaid days) in various months to cover payment of insurance. When an employee's sick bank is depleted and the employee does not

constitute receiving emergency sick days, the employee must reimburse the District for their insurance coverage while on the unpaid medical leave.

#### 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, grandchildren, step-parent, step-child and step-grandchild. 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. Any employee hired under thirty (30) hours of employment shall receive 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 preceding and 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.

It is understood that any employee hired as a Blended/Shared employee shall not be eligible for these personal leave days.

#### 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.

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**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 SISD Office for up to one year.
- 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.
- C. FMLA Leave – The district will abide by the FMLA policy adopted on November 17, 2003. Any accumulated sick, personal, or vacation days will be used first before the FMLA leave is taken, the remainder of the twelve (12) week period will be unpaid.
- D. Any other reason satisfactory to the Board.

**ARTICLE 16 - GRIEVANCE PROCEDURE**

16.1 DEFINITION:

A claim or complaint by a bargaining unit member or group of bargaining unit members of the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, 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 written 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.
- 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, gender, age, height, weight, marital status or disability 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.

20.3 An employee also receives payment for unused sick as identified in 14.2G.

### **ARTICLE 21 - STUDENT DISCIPLINE**

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. Disciplinary action for Special Education students must follow State and Federal guidelines.

**ARTICLE 22 - DURATION OF AGREEMENT**

- 22.1 This Contract shall be effective as of July 1, 2017, and shall continue in effect until the 30th day of June 2020. 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: Carol G. Radloff  
President  
By: Jennifer Schleuter  
Secretary

EMPLOYER

By: James O. Blaine  
President  
By: D. D. D.  
Superintendent

By: \_\_\_\_\_  
MESPA Negotiator

Date \_\_\_\_\_

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**APPENDIX A – SISD INSTRUCTIONAL TECHNICIAN “SLOT SWAP” PROCEDURES****SISD Instructional Support Technician Slot Swap Yearly Process**

The following process will be followed whenever an IST would like to change their current program placement. The intent of this process is to allow an IST to swap positions with another IST. This process is not to be used when there is a vacant IST position.

An IST who wants to initiate the process for a “slot swap” will follow the following steps:

Step 1: Complete “Desire to Swap Position” form. Turn form into the principal/supervisor. The open window for notification will be from April 15 to May 1 of each year.

Step 2: Notification of the intention for a “slot swap” will be posted in the Maple Valley office. An e-mail will also be sent to all IST staff and the Superintendent.

Step 3: The supervisor/principal will meet with the ISTs requesting the “slot swap” and the teachers from each affected program to discuss impact of “slot swap” on programs and students.

Step 4: Teachers from affected programs will give recommendations for or against the “slot swap” to Principal/Supervisor within five school days from date of meeting in Step 3.

Step 5: Supervisor/Principal will review information provided by teachers and make final decision on proposed “slot swap” within five days from receipt of teachers recommendations.

Step 6: ISTs will be notified of status of “slot swap”. An e-mail will be sent to all IST’s and the Superintendent.

All “slot swaps” will be finalized by May 31 and will be initiated on the first day of school.

**Desire to Swap IST Position**

Date: \_\_\_\_\_

\_\_\_\_\_ Requesting a position swap with identified individual

\_\_\_\_\_ Requesting an at-large position swap

Name of IST requesting a position swap: \_\_\_\_\_

Name of IST who has agreed to a position swap: \_\_\_\_\_  
(Provide name if one is available)

The open window for IST "Slot Swaps" is from April 15<sup>th</sup> to May 1<sup>st</sup> of each year. Submit your request for a "slot swap" to the Principal/Supervisor.

All IST's will be notified of this request.

All "slot swaps" will be finalized by May 31<sup>st</sup> and will be initiated on the first day of school. The "slot swap" process will conclude after a five (5) day trial period.

**APPENDIX B WAGES – 2017-2020 SALARY SCHEDULES**

For 2017-2018 , all employees shall receive a 1% wage increase and contractual Step increases.

For 2018-2019, all employees shall receive a 1% wage increase and contractual Step increases.

For the 2019-2020 School year: All employees shall receive their contractual Step increase and the percentage of pay increase for the support staff union will be consistent with the percentage of pay increase that the certified staff agree to for the 2019-2020 school year. This shall be no less than 1%.

In order to be eligible for a step increase, a Member must have been employed by the District **before January 1<sup>st</sup>. If hired after January 1<sup>st</sup> they will remain on step one (1) for the next school year.**

<b>Custodian</b>	<b>2017-2018</b>	<b>2018-2019</b>
Year of Employment on July 1:		
Step 1	12.39	12.51
Step 2	12.84	12.97
Step 3	13.27	13.40
Step 4	13.69	13.83
Step 5	14.17	14.31
SC Steps 10-19 years	14.51	14.66
After 20 + years	14.89	15.04

<b>Program Specialist/Secretary</b>	<b>2017-2018</b>	<b>2018-2019</b>
Year of Employment on July 1:		
Step 1	14.93	15.08
Step 2	15.56	15.72
Step 3	16.20	16.36
Step 4	16.80	16.97
SC Steps 10 – 19 years	17.21	17.38
After 20 + years	17.63	17.81

<b>Bus Drivers</b>	<b>2017-2018</b>	<b>2018-2019</b>
Year of Employment on July 1:		
Step 1	12.50	12.63
Step 2	13.06	13.19
Step 3	13.61	13.75
SC Steps 10 – 19 years	13.95	14.09
After 20 + years	14.29	14.43

<b>Instructional Support Technician</b>	<b>2017-2018</b>	<b>2018-2019</b>
Year of Employment on July 1:		
Step 1	12.86	12.99
Step 2	13.28	13.41
Step 3	13.72	13.86
Step 4	14.17	14.31
Step 5	14.59	14.74
Step 6	15.03	15.18
Step 7	15.60	15.76
SC Step 10 – 19 years	15.99	16.15
After 20 + years	16.39	16.55

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

2017-2018, 2018-2019, and 2019-2020      \$800.00

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

**APPENDIX C - 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