

AGREEMENT BETWEEN

BOARD OF EDUCATION

of

SAULT STE. MARIE AREA PUBLIC SCHOOLS

and

LU 13569-04

PARAPROFESSIONAL BARGAINING UNIT

of

UNITED STEEL WORKERS, AFL-CIO

July 1, 2011 to June 30, 2014

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**SAULT STE. MARIE AREA PUBLIC SCHOOLS
SAULT STE. MARIE, MICHIGAN**

**PARAPROFESSIONAL AGREEMENT
JULY 1, 2011 TO JUNE 30, 2014**

THIS AGREEMENT IS EFFECTIVE THIS FIRST DAY OF JULY 2011, by and between the BOARD OF EDUCATION, SAULT STE. MARIE, MICHIGAN, PUBLIC SCHOOLS, hereinafter called the "EMPLOYER" and the UNITED STEEL WORKERS, AFL-CIO, hereinafter called the "UNION".

WITNESSETH: WHEREAS, the parties have negotiated for the purpose of arriving at an agreement setting forth the rates of pay, wages, and all other conditions of employment of the employees as hereinafter defined, the following sets forth the agreement reached in these areas.

**ARTICLE I
MANAGEMENT RIGHTS**

SECTION 1 – Management Rights - The Board, on its own behalf of the Electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan, and of the United States, including, but without limiting the generality of the fore-going, the right to the executive management and administrative control of the school system and its properties and facilities, and the work-related activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees; and the exclusive right to plan the work, direct the work force, determine qualifications as referred to in this Agreement, hire new employees, and discipline employees for just cause.

This section is not to conflict or disagree with the Agreement between the parties or any State or Federal Law.

The Employer agrees not to use their management rights for the purpose of discrimination and any grievance arising out of the exercise of this right and responsibility shall be subject to the grievance procedure.

ARTICLE II

RECOGNITION

SECTION 1 – Recognition - The Union shall be and is hereby recognized as the sole and exclusive collective bargaining agent for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the employees of the Employer as defined in this paragraph. The term "EMPLOYEES" as used in this Agreement, shall mean all permanent personnel engaged in paraprofessional work with the exception of temporary employees as hereinafter defined, and with the further exception of employees in positions in the Indian Education Program subject to rules and regulations of the Indian Parent Committee.

The District shall not negotiate individually with any bargaining unit member concerning wages, hours, terms or conditions of employment.

SECTION 2 – Nondiscrimination - The Employer recognizes and will not directly or indirectly interfere with the rights of employees to be members of the union and will not discriminate against employees on account of Union membership or activity. Neither the Union nor any of its members will intimidate or coerce any employee or interfere with his/her right to work because of his refusal to participate in Union membership or activity. However, the Employer and Union agree to an agency shop provision whereby all employees presently in the bargaining unit and all new employees upon completion of probation will be required as a condition of employment to remit to the Union monthly the amount of the regular monthly dues and initiation fee or pay a service fee established by the Union.

SECTION 3 - Dues Deduction - Where so authorized and directed on a mutually acceptable form, the Employer will deduct each month the sum of the employee's dues, initiation fees and legal assessments, if any, in amounts designated by the Union, or a service fee established by the Union, and remit the same to the International Treasurer at the address which he authorizes for this

purpose. The check shall be accompanied by a list of names showing dues, etc., deducted or the reason for no deduction. A copy of said list shall be furnished to the financial secretary of the local union.

SECTION 4 – School Facilities - The Union shall have the right to use school facilities, as approved by the administration, for union-related meetings. Telephones and inter-school mail will be available for legitimate union business. Any costs associated with the use of the Employer's telephones will be reimbursed by the Union.

SECTION 5 – Staff Performance Recognition - The Board of Education will recognize employees who have demonstrated outstanding individual and/or team performance. The District shall establish a Board Policy and Administrative Guideline for such staff recognition.

ARTICLE III

REPRESENTATION AND GRIEVANCE PROCEDURE

SECTION 1 – Definition -

- a. A grievance is an oral and/or written complaint upon an event or condition which is allegedly in violation of this Agreement.
- b. The grievant is the person or persons making this claim.
- c. The term days mean working days.

SECTION 2 – Grievance Committee - For the purpose of effectively representing the employees coming within the jurisdiction of the Union and this Agreement, the Union shall select a grievance committee consisting of three members, all of whom shall be employees of the Employer. The Union shall furnish the Employer with the names of the grievance committee members and the Employer agrees to deal with these representatives of the union in settling grievances and in bargaining under this Agreement.

SECTION 3 - Grievances - Employees attending mutually arranged grievance meetings will not lose any regular pay nor be paid extra for time spent outside of the regularly scheduled hours.

Any step of the grievance procedure may be extended by mutual written agreement between the parties.

A matter involving two or more employees and the same issue, may be submitted by the Union as a class action grievance in writing within ten (10) working days of the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employees involved.

SECTION 4 - Grievance Procedure - Grievances shall be taken up for adjustment in each case as necessary as follows:

In order to be considered in the grievance procedure, a grievance must be filed not later than ten (10) working days after the event giving rise to the grievance or not later than ten (10) working days after the facts giving rise to the grievance should have reasonably been known to the employee(s) involved.

STEP # 1:

An employee who has a grievance concerning his/her employment should promptly, and in no event later than ten (10) working days after occurrence, inform orally his/her immediate supervisor.

The supervisor shall then set a place and time within the next two (2) workdays for an oral presentation of the grievance. If the aggrieved employee wishes, a grievance committee member may assist the employee in the oral presentation.

If the aggrieved employee does not receive a satisfactory answer within two (2) working days after the oral presentation, the grievance may be submitted in written form to the immediate supervisor to be submitted to the Superintendent or his/her designee at Step #2, provided the submission is made within five (5) working days following an unsatisfactory answer at Step #1 or lack of answer thereof.

STEP #2:

Upon receipt of the written grievance, the Superintendent or his/her designee shall set a hearing to be held within ten (10) working days from the date the written grievance is submitted. The aggrieved employee may have the assistance of the Grievance Committee to represent them at the hearing.

If the aggrieved employee does not receive a satisfactory answer or no answer within five (5) working days after the written grievance is heard in Step #2 by the Superintendent or his/her designee, the Union may request that the written grievance be submitted to Step 3.

STEP #3:

Upon receipt of the appeal from Step 2, the Superintendent or his/her designee shall schedule a Step 3 meeting to be held within ten (10) working days. The aggrieved employee shall have the assistance of the Grievance Committee at the hearing as well as a representative of the International Union.

If the aggrieved employee does not receive a satisfactory answer or no answer within ten (10) working days after the written grievance is heard in Step #3 by the Superintendent or his/her designee, the Union may give written notice to the Superintendent of its intention to go to arbitration.

STEP #4:

Within ten (10) working days from receipt of the Step #3 answer, or lack of answer thereof, either party may request the Michigan Employment Relations Commission to assign a Mediator to assist in resolving the grievance.

In the event that neither party requests mediation, or if mediation services are unavailable or unsuccessful, either party may file for arbitration to the Michigan Employment Relations Commission with a copy of the notice sent to the other party.

Either party desiring to arbitrate will notify the other party in writing setting forth the matter or matters to be arbitrated. The arbitrator shall be selected in accordance with the rules of the

Michigan Employment Relations Commission, except each party shall have the right to peremptorily strike not more than three names from the list of arbitrators. The Union shall strike the first name; the District shall then strike one name. This process shall be repeated three times.

The decision of the arbitrator will be final and binding on the parties. The arbitrator will have no power to add to, detract from, or modify the Agreement, and the subject of a general wage increase shall not be subject to arbitration. The expense of the arbitrator will be borne equally by the parties hereto. A grievance, to be subject to arbitration, must involve the meaning or application of the Agreement or an alleged violation thereof. Employees attending grievance meetings shall not be paid extra nor lose time while attending such meetings.

The Committee shall have the right to call in a Representative of the International Union at any time. The Chairman of the Grievance Committee will be permitted a reasonable amount of time away from his/her work with pay to assist in the adjudication or investigation of grievances or complaints. He/she shall attempt to perform such duties at such times as will have a minimal effect on his work and will secure the consent of the Supervisor before leaving his job. Such consent shall not be arbitrarily withheld.

Expedited arbitration may be utilized by mutual agreement of both parties.

ARTICLE IV

DISCHARGE AND SUSPENSION

SECTION 1 – Discharge and Suspension - An employee who is discharged or suspended, who considers such discharge or suspension without good cause shall present a grievance within ten (10) working days of such action, as provided in Article III, Section 3, to the 3rd step in the grievance procedure.

Any suspension or discharge which is not questioned within ten (10) working days shall not later be subject to question.

ARTICLE V
SENIORITY AND PROMOTIONS

SECTION 1 - Job Opportunities - The parties recognize that job opportunity and security should increase in proportion to the ability to perform the work and to the length of service of the employee within the bargaining unit. The parties agree that in all cases of promotion, demotion, transfer, recall, layoff and the filling of vacancies, the following factors will be considered:

- a. ability (qualifications) to perform the available work
- b. seniority
- c. physical fitness for the work.

Factor (a) ability or qualifications, will be determined by the Employer as well as (c) physical fitness to perform the work. In the event that (a) and (c) factors are relatively equal, (b) seniority will be the determining factor in all cases of promotion, demotion, transfer, recall, layoff and the filling of vacancies.

The Employer will meet with representatives of the Union to review proposed changes to job descriptions and will provide the Union copies of any such proposed revised job descriptions. The Union will sign a log indicating that the job description was reviewed with them by the Employer. The job descriptions will be used for the posting of job vacancies.

Whenever the Employer establishes a new position, different and distinct from those now in existence, or makes a substantive change in an existing position, the Employer will immediately notify the Union, giving all pertinent information relative to the new or changed position. If the parties agree on a new rate of pay, it shall become effective with the institution of the new job.

If the parties are unable to agree on a new rate, or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer, and the Union shall have twenty (20) working days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure,

including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for back pay beyond the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates.

In the event an employee applying for a vacancy is not fully qualified at the time of application, the employee will be afforded a training period of not more than sixty (60) working days. If it becomes evident that the employee is unable to perform the work during the training period he/she will be relieved of the training position and will be returned to his former position.

Employees who feel that discrimination has occurred relative to the selection of a person to fill a vacancy on the basis of qualifications will have the right to file a grievance within the framework of the grievance procedure as outlined in Article II.

In event of a reduction in force which necessitates the layoff of any employee from the system, the employee(s) with the least seniority will be the first to be laid off, keeping in mind that the remaining employees must be qualified to perform the work.

Employees to be placed on layoff will be given a written notice of layoff at least ten (10) working days prior to the effective date. Administration shall notify the Union at the same time the employee is notified.

An employee released under the above who has seniority enough to avoid layoff by displacing another person with less seniority within his/her classification or a lower paid classification shall have the right provided he/she is qualified to perform the work of the employee he/she seeks to displace; provided, however an employee who has previously worked in a higher rated position in the Sault system and who is currently qualified for that position in accordance with the job description will be permitted to displace into that same higher rated position. The employer will have the right to deny the displacement if the employee is not qualified to perform the work of the employee he/she seeks to displace.

Employees on layoff will be placed at the top of the substitute list and given priority status and will be paid the regular union rate of pay for the job they are performing. Employees who are collecting unemployment compensation benefits agree to forfeit their eligibility for such benefits for the day(s) they are called to work and do not report for work.

SECTION 2 – New Employees - For employees hired on the same date, the employees birth date will determine seniority with the oldest being senior.

SECTION 3 - Probation - New employees shall be on probation for a period of one hundred twenty (120) working days before they accrue any seniority rights. The right to release such employees during this period shall be vested exclusively in the Employer regardless of other provisions of this Agreement. Probationary employees retained in excess of one hundred twenty (120) working days shall have seniority from date of hire. The one hundred twenty (120) working day probationary period may by mutual agreement be extended a minimum of thirty (30) working days. Within two weeks following the end of the probationary period, the Employer will notify the Union Secretary of the status of the employee. If a vacancy is posted within the bargaining unit during an employee's probationary period, the employee will be permitted to bid providing they meet the prescribed qualifications, however, their selection shall be at the sole discretion of the District without recourse to the grievance procedure. If the employee is selected for the promotion, a new one hundred twenty (120) day probationary period will be required.

SECTION 4 - Vacancies - Within ten working days after the actual occurrence of a permanent vacancy, a notice will be electronically mailed to all members of the bargaining unit and sent electronically to building secretaries to print and place in members' mailboxes indicating the vacancy. A paper copy will be sent by U.S. mail during the summer months or when an employee is on vacation to the address on file. The notice will contain the position, its location, and hours when less than full time. All positions will be abolished and rebid that have a permanent minimum change of one (1) hour per day in assignment or a change that causes a change in benefits or when there is a change in primary duties. A transfer resulting from the filling of permanent vacancies that occur within the last six (6) weeks of a school term may be delayed by the District until the beginning of the next school term.

Jobs will be posted for six (6) working days and electronically mailed to each employee in the bargaining unit. When awarded a bid, employees will be moved within twenty (20) working days. Should the position remain vacant after the bidding process, a new employee will be hired in a reasonable amount of time. Any employee awarded a position or bumping into a position will have the option of returning to their previous job within twenty (20) working days if they find they are not suited for the job.

SECTION 5 - Seniority - Seniority when referred to in this Agreement shall be either district seniority or unit seniority. District seniority shall mean the amount of seniority accumulated by the employee as a regular employee of the school district, whether outside or within the bargaining unit. Unit seniority shall mean the amount of seniority accumulated by the employee within the bargaining unit.

SECTION 6 - Loss of Seniority - Seniority shall be broken only by discharge, voluntary quit, retirement, or layoff for more than two (2) years or not returning from a leave of absence within two (2) years. In the event of recall, a laid-off employee shall be given one week's notice of recall by certified mail to the employee's last known address. In the event the employee fails to make him/herself available for work at the end of said one (1) week without just cause, he/she shall lose all seniority rights under this Agreement.

If the employee is absent from work for three (3) consecutive working days without notifying the Employer prior to or within such three (3) day period of a justifiable reason for such absence, if it was possible for such notice to be given, the employee shall lose all seniority rights under this Agreement.

A bargaining unit member who accepts a position with the Employer in another bargaining unit of the United Steel Workers, AFL-CIO, will have their seniority in the bargaining unit frozen as of the first day they accept the position in the other bargaining unit. An employee who transfers to an excluded position with the Employer has one year to indicate in writing to the Employer of their wishes to return to their former position in the bargaining unit and must return within such one year period. Without this notification the employee shall be severed from the union.

SECTION 7 – Temporary Workers - The parties recognize that it is necessary to employ temporary workers at times. A temporary worker shall be defined as one who is hired for a specific project not to exceed sixty (60) calendar days without the intent on the part of the employer to reemploy him/her after the temporary job is completed. Such temporary workers shall accrue no seniority, but if later hired permanently, will be given a retroactive seniority date computed by counting back from the permanent hiring date the actual number of days worked as a temporary employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 8 – Substitute Workers - The parties recognize that it is necessary to employ substitute workers at times. A substitute worker shall be defined as one who is hired to replace Union members who are absent from work because of an approved leave or due to illness, vacations, resignation, or dismissal. Such substitute worker shall accrue no seniority, but if later hired permanently, will be given a retroactive seniority date computed by counting back from the permanent hiring date the actual number of days worked as a substitute employee during the year preceding the date of permanent hire in a capacity of work covered by this Agreement.

SECTION 9 - Handicapped - The parties agree that employees handicapped by physical impairment in a manner or degree to restrict their ability to perform assigned work should receive special consideration under the seniority provisions. An employee asking for such consideration should produce satisfactory medical evidence as to the disability.

Seniority provisions may be altered or waived with respect to such employees as mutually agreed upon between the Employer and the Union. The provisions hereunder shall not be applicable to employees eligible for retirement.

ARTICLE VI

HOURS AND WAGES

SECTION 1 – Hours - If there is a reduction in the number of hours, the affected employee shall have bumping rights under the reduction in force provisions of Article V.

The employees will have an uninterrupted lunch period of at least one-half (1/2) hour midway of the workday and shall also be entitled to a fifteen (15) minute relief period during A.M. and P.M. portions of the day.

SECTION 2 – Compensatory Time – Bargaining unit members may be granted time off with pay rather than receiving overtime pay. All hours granted as time off with pay for hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek are to be considered as compensatory time and scheduled as one and one-half (1½) hours for each overtime hour worked. An employee may not accrue more than 100 hours of compensatory time. There shall be a uniform method of recording the earning and usage of compensatory time.

The use of compensatory time must be arranged by mutual agreement between the employer and the employee and used when school is not in session or when mutually agreeable with the supervisor.

An employee who has accrued compensatory time shall upon termination of employment, be paid for the unused compensatory time at the regular rate earned by the employee at the time the employee receives such payment.

There shall be a uniform method of recording the earning and usage of compensatory time.

SECTION 3 – Wages and Benefits - The wage rates for all job classifications covered hereunder are shown on the Wage Schedule attached hereto and made a part hereof as "Appendix C". The Board of Education will pay the employer's contribution to the Michigan Public School Retirement Fund.

SECTION 4 – Temporary Transfers - An employee temporarily transferred to a job held by a higher rated employee shall be paid the higher rate while on that job and an employee temporarily transferred to a lower rated job shall retain his/her own rate.

SECTION 5 – New Positions - Whenever the Employer establishes a new position different and distinct from those now in existence or makes a substantive change in an existing position, the Employer will immediately notify the Union, giving all pertinent information relative to the new or changed job. The parties will then meet promptly to attempt to agree on a rate of pay for such a job. If the parties agree on a new rate of pay, it will become effective with the institution of the new job.

If the parties are unable to agree on a new rate or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer and the Union shall have twenty (20) working days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for back pay beyond the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates in so far as possible.

SECTION 6 – Job Descriptions - The Employer will meet with representatives of the Union to review proposed changes to job descriptions and will provide the Union copies of any such proposed revised job descriptions. The Union will sign a log indicating that the job description was reviewed with them by the Employer. The job descriptions will be used for the posting of job vacancies.

Whenever the Employer establishes a new position, different and distinct from those now in existence, or makes a substantive change in an existing position, the Employer will immediately notify the Union, giving all pertinent information relative to the new or changed position. If the parties agree on a new rate of pay, it shall become effective with the institution of the new job.

If the parties are unable to agree on a new rate, or if they are unable to agree on whether or not a job change is substantive enough to warrant a rate change, the Employer may institute the rate proposed by the Employer, and the Union shall have twenty (20) working days in which to file a grievance protesting the equity of such rate and the matter will be processed through the grievance procedure,

including arbitration. In the event a grievance is filed hereunder, the Employer shall not be liable for back pay beyond the date the grievance was filed.

Any rate adjustments made hereunder shall be kept equitable with already existing rates.

ARTICLE VII

WORKING CONDITIONS

SECTION 1 – Nondiscrimination - The Employer and the Union agree that they will in no way discriminate against or between bargaining unit members covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics or disability, or place of residence. Provisions of this Agreement will be administered without discrimination towards bargaining unit members by either party. It is understood that each bargaining unit member is entitled to full rights of citizenship in employment.

In compliance with the Civil Rights Act of 1964 and 1972, and the Rehabilitation Act of 1973, as amended, there shall be no discrimination in any of the bargaining unit positions because of race, religion, sex, age, national origin, or handicap. The selection of individuals for transfer, promotion or hire will be based on equal experience, ability and seniority to perform all duties and responsibilities of the positions as required by the job descriptions.

SECTION 2 – Employee Rights - The Employer agrees that each new employee will be given a copy of this Agreement when hired together with an explanation of pertinent portions thereof including particularly any entitlement under fringe benefits for which the new employee is or will be expected to make application.

SECTION 3 – Professional Development - Each employee, during working hours or teacher in-service days, without loss of time or pay, and providing they are in pay status, will be granted one day per year off work for professional development which must be directly related to the employee's position. Time off must be arranged by mutual agreement between the employer and the employee and used when mutually agreeable with the supervisor.

ARTICLE VIII
LEAVES OF ABSENCE

SECTION 1 – Sick Leave - Sick leave shall be earned on the basis of one point twenty-two (1.22) days per month worked. Sick leave for all paraprofessional personnel is subject to unlimited accumulation. Employees will be permitted to be released for one (1) hour or less for dental or doctor appointments upon the approval of the administration, however all members should make every effort to schedule dental and doctor appointments during non-working hours. Such time off shall be charged to the nearest hour from accumulated sick leave.

SECTION 2 – Personal Business Leave - Three (3) days personal business leave (non-accumulative) is available to paraprofessionals upon written request to the Director of Personnel to be taken from earned sick leave accumulation. All requests should be submitted at least five (5) working days in advance of the anticipated absence. In cases of emergency the employee shall inform the Personnel Office as soon as possible. Such leave will only be granted for the purpose of conducting personal business that could not, because of its nature, be done at any other time.

10 and 11 Month Employees - Sick leave and personal leave may only be taken when an employee is actually at work or scheduled to work and not on leave or vacation except that:

- a. Sick leave will be granted to employees on vacation upon presentation of a doctor's certificate.
- b. Personal leave may be used by 10 month employees to cover time off during scheduled school calendar breaks, if the employee has not earned enough vacation to be paid for the days.

SECTION 3 – Family Illness - Each employee shall be allowed five (5) days for illness in the immediate family, three (3) days are non-accumulative and two (2) days are to be deducted from sick leave. Immediate family shall be interpreted as husband, wife, mother, father, sister, brother, children, grandchildren, father and mother-in-law, and grandparents of member or spouse, this also includes a dependent living in the immediate household. The term household is interpreted as those

who dwell under the same roof and comprise a family or domestic establishment. Employees will be permitted to use sick leave for a catastrophic illness subject to board approval and not subject to the grievance procedure.

SECTION 4 – Funeral Leave - Each paraprofessional employee will be allowed up to four (4) days with pay, non-accumulative and not deducted from sick leave, for each death in the immediate family. Immediate family is interpreted to mean parent, parent of spouse, spouse, child or spouse of a child, brother, sister, step-child, grandparents of member or spouse, grandchildren and dependent relative living in the employee's household.

Employees shall be allowed up to two (2) days with pay as funeral leave, non-accumulative and not deducted from sick leave, for the death of a brother-in-law, sister-in-law, aunt and uncle of employee or spouse. An employee may be allowed to use accumulated vacation days, with approval of the District, if additional days are needed.

SECTION 5 – Jury or Witness Duty - An employee who serves on jury duty or witness will be paid the difference between their pay for jury or witness duty and their regular pay. Employees shall furnish a written statement from the court showing the day and time of jury or witness duty and the amount of fees they were eligible to receive for each day.

SECTION 6 – Maternity Leave/Child Care Leave - An employee desiring sick leave for maternity purposes will submit a written request accompanied by a doctor certificate. The member shall be eligible to return to work upon filing a physician's statement that the member is physically fit for regular employment. Child care leave without pay will be granted at a time requested in writing by the employee for a period not more than one (1) year subsequent to the birth/adoption of said child.

SECTION 7 – Leave of Absence - The Board of Education may consider a leave of absence without pay for one (1) year with the possibility of one extension for a second year. An employee desiring a leave of absence shall file a written request for such leave with the Director of Personnel outlining the reason for such request and the duration of the leave requested and a copy of said

request shall be sent to the recording secretary of the Local Union.

Leave of Absence will only be granted for good cause and no leave will be granted for the purpose of working elsewhere. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for a pre-determined time period and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his employment on the date the leave expires.

An employee on leave of absence will forfeit any right to bid on vacancies that may occur during such leave and will have no inherent right to any promotions which occur during such leave upon return to work.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave nor be eligible for any fringe benefits paid by the Board including but not limited to hospitalization.

An employee shall not accumulate seniority while on an unpaid leave of absence.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

SECTION 8 – Medical Leave of Absence – The Board of Education may consider a medical leave of absence without pay for one (1) year with the possibility of one extension for a second year for an employee who (1) is unable to work because of personal sickness or injury and (2) has exhausted sick leave and vacation leave.

An employee desiring a medical leave of absence shall file a written request for such leave with

the Director of Personnel including evidence of disability satisfactory to the District. Any employee working elsewhere during a leave of absence granted hereunder will be terminated immediately.

Leaves of absence will be for the period of continuing disability, but not to exceed one (1) year, and the employee will either:

- a. return to work at the expiration of a leave
- b. request and receive an extension of such leave
- c. terminate his/her employment on the date the leave expires.

An employee on leave of absence may bid on vacancies, which occur during such leave; however, they must be able to assume the position within ninety (90) calendar days of the award date.

During any authorized leave of absence without pay of more than fifteen (15) consecutive calendar days, a member will not accrue sick leave.

During any medical leave of absence granted, the employee shall continue to accumulate seniority.

Upon return to work after a leave of four (4) months or less, the employee will be returned to the job last held before such leave. An employee returning from a leave of four (4) months or longer will be placed in the job formerly held if possible or as an alternative, may be placed on another position at equal pay.

SECTION 9 – Absence from Work - An employee is expected not to absent himself/herself from work for any reason other than personal illness without making prior arrangements with his Supervisor. Unless such prior arrangements are made, an employee who for any reason fails to report for work must make a sincere effort to immediately notify his Supervisor of his reason for being absent. If the absence is to continue beyond the first day, the employee must notify the Supervisor on a daily basis unless arranged otherwise with his Supervisor. In proper cases

exceptions will be made.

An employee shall lose his status as an employee and his seniority if he is absent from work, including failure to return to work at the expiration of a leave of absence, vacation or disciplinary layoff, for three (3) consecutive working days without notifying the Employer, except when the failure to notify and work is due to circumstances beyond the control of the employee.

SECTION 10 – Retirement Benefits - Employees hired prior to July 1, 1995, upon completion of fifteen (15) years consecutive service with the Employer, and who are eligible for Michigan Public Schools Retirement benefits, will be entitled to one (1) month's pay at his/her established rate, upon actual retirement under the retirement plan payable into the deferred compensation plan agreed to by the Group and Administration each Fall.

SECTION 11 – Unused Sick Leave - Those employees who have accumulated unused sick days in excess of 100 days will receive upon retirement, a one-time payment for the number of unused sick days accumulated during their last six (6) years of employment payable into the deferred compensation plan agreed to by the Group and Administration each Fall according to the following procedure:

\$30.00 per day for those employed at least five (5) hours or more per day.

\$25.00 per day for those employed for four (4) hours per day.

\$20.00 per day for those employed for three (3) hours per day.

\$15.00 per day for those employed for two (2) hours per day.

\$10.00 per day for those employed for one (1) hour per day.

ARTICLE IX **INSURANCE**

SECTION 1 – Insurance – The Union in conjunction with the other USWA groups reserves the right to modify the insurance coverage or change carriers subject to the insurance caps listed in Section 11. For new hires insurances will start the beginning of the month after the first day of work.

SECTION 2 – Health Insurance - The Board of Education will provide United Steelworkers Medical Insurance coverage.

Coverage is available for twelve (12) months to all employees working the full school calendar. Any person whose employment terminates prior to a contractual period will receive pro-rated benefits for the time worked. In such cases coverage shall be for the months of employment.

SECTION 3 – Long Term Disability – The District agrees to provide a Long Term Disability insurance plan for all bargaining unit members, such coverage starting after 180 calendar days of disability, at the rate of sixty percent (60%) of the employees monthly salary at the date of disability, up to a maximum monthly benefit of \$2500.00 with a modified fill. Monthly benefits shall continue until death, age 65, or recovery, and for a maximum of two (2) years for alcoholism/drug addiction or mental/nervous reasons.

All claims are subject to the provisions of the insurance underwriter. Any and all disputes are expressly barred from the scope of the Grievance Procedure and therefore from the jurisdiction of an arbitrator.

SECTION 4 – Life Insurance - The Board of Education will provide Life Insurance coverage, including double indemnity for accidental death and dismemberment, in the amount of \$20,000.00 covering each employee during the length of this contract.

SECTION 5 - Worker Compensation - Any employee who is absent because of injury or disease compensable under the Michigan Worker Compensation Act, shall receive from the Board of Education the difference between the allowance under the Compensation Act and the regular salary for a period of time that funds from the accumulated sick leave shall provide.

SECTION 6 – Prescription Drug Plan- The Board of Education will provide United Steelworkers Premier Prescription Drug Program Insurance coverage for all employees eligible for fringe benefits.

SECTION 7 – Dental Insurance - The Employer will provide full family subscriber incentive plan dental insurance.

SECTION 8 – Vision Insurance - The Board of Education will provide full family subscriber coverage vision insurance for members of the bargaining unit.

SECTION 9 – INSURANCE COVERAGE - Part-time employees hired after March 1, 1999 who elect coverage, are eligible for coverage based on the following participation rate.

Employees scheduled to work 6.00 hours to 6.69 hours per day may elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 70% of the insurance caps toward such coverage.

Employees scheduled to work 6.70 hours to 7.79 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 80% of the insurance caps toward such coverage.

Employees scheduled to work 7.80 hours to 7.99 hours per day could elect to receive single subscriber coverage for health, dental and vision insurance up to 100% of the single insurance cap. Those employees electing a two person or full family coverage will receive 90% of the insurance caps toward such coverage.

SECTION 10 – Annuity or Payment in Lieu of Insurance Coverage - Any employee eligible for health insurance at the District's expense, but who elects not to be covered by said insurance, shall be entitled to a payment or annuity of \$200.00 per month for any month during which health insurance is not provided for said employee at the District's expense.

Any employee eligible for dental and vision insurance at the District's expense, but who elects not to be covered by said insurances, shall be entitled to a payment or annuity of \$10.00 per month for any month during which dental and vision insurance is not provided for said employee at the

District's expense.

<u>SECTION 11 - Insurance Caps -</u>		<u>Hired prior to 7/1/11</u>	<u>Hired after 7/1/11</u>
Health, Vision & Dental	1 Person	\$ 536.00 (monthly)	\$ 430.00 (monthly)
	2 Person	1,300.00	916.00
	Family	1,495.00	1,250.00

It is agreed that everyone taking insurance will pay at least ten percent (10%) in school year 2011-12 for the Best Practice Legislation.

The employee co-pay will be equal to any costs over the above rates and will be deducted from the bargaining unit member's pay by payroll deduction. The Board agrees to maintain a qualified IRS Section 125 *Cafeteria* Plan that the bargaining unit member may enter into; employee portions will be deducted by a salary reduction agreement. In the event the said options become taxable, the Board shall not be liable for said taxes.

Should the cost of insurance for the group fall below this amount, the savings will be divided among all the United Steelworkers eligible for insurance (the group). The actual insurance costs will be computed in June as soon as the June bill is final and compared to what the total would have been for the group for the year. The savings will then be divided equally among the members eligible for insurance. The year shall be considered July 1 – June 30, the same as the district's fiscal year. The savings will be calculated and paid, if savings exist, each year of this contract. Any and all taxes and retirement costs associated with the payment shall be the responsibility of the employee. The savings shall be paid to the employees through the payment plan agreed to by the Group and Administration each Fall. Any employee who leaves employment prior to June or who starts employment after July shall be entitled to a pro-rated amount for this payment based on the months they were employed.

For example, should the yearly savings for the group amount to \$336,600 and there are 99 members in June that are eligible for insurance, each would receive \$3,400 less any and all taxes and retirement costs.

ARTICLE X
VACATIONS AND HOLIDAYS

SECTION 1 - Vacation - Employees will be granted vacation days at the rate of one earned day per month worked within a given year.

First year through fourth year	11 days
Beginning with fifth year through ninth year	12 days
Beginning with the tenth year through fourteenth year	15 days
Beginning with fifteenth year	16 days

- a. Employees shall be eligible for advanced vacation on July 1. Vacation days shall not be granted for the first or last day of the school year.
- b. Employees must take their vacation during school breaks and not during the regular school year when school is in session. All unused days will be paid on June 30.
- c. Holidays occurring during the vacation period shall not be charged against the vacation allowance.
- d. The vacation day will consist of the number of hours paid for a regular workday for each employee.

SECTION 2 – Vacation Proration - Upon resignation, termination of services, or transfer to a position requiring fewer working hours or weeks of employment, paraprofessional personnel shall receive any unused vacation allowance at the rate of pay received by them at the time the allowance was earned.

SECTION 3 - Holidays -The employees will be entitled to the following holidays off at straight time pay for the number of hours they are scheduled to work on a normal working day for the following days only if normally scheduled to work the week of the holiday: Thanksgiving Day,

Christmas Day, New Years Day, Good Friday, and July 4th. Holidays occurring during Christmas and spring break are not subject to this limitation.

ARTICLE XI
MISCELLANEOUS

SECTION 1 – Prior Practices - Prior practices and privileges granted the employees which are not in conflict with the provisions of this Agreement shall be continued.

SECTION 2 - Invalidation - In the event that any portion of this Agreement is declared invalid by any court of competent jurisdiction or the enactment of a new statute or the modification of an existing statute, such portion of the contract shall be invalid but other portions of the Agreement shall be in full force and effect. The parties agree to meet and confer for the purpose of renegotiating the invalid portion, keeping in mind the intent of the invalidated portion.

SECTION 3 – Inclement Weather - If due to inclement weather or other emergency conditions, the school district is closed down by order of the Superintendent, bargaining unit members will not lose time or pay providing they are in pay status and are scheduled to work. Employees who report for work because of essential services requirements, shall be compensated at one and one-half (1½) times their regular rate of pay, or at the employee's option, with the approval of the supervisor, equivalent time off work at the rate of time and one-half (1½), with pay at a later date. At the beginning of the school year, the Employer shall inform employees who are assigned to "essential service positions."

Section 4 – Professional Development - Each employee will be granted one day per year professional development, which will be approved by their immediate supervisor, Director of Special Education, Director of Academic Services and/or building principal.

Section 5 – Compensation – All unit members will receive their payroll compensation by direct deposit.

Section 6 – Emergency Manager – An Emergency Manager appointed by law may reject, modify or terminate the Agreement as provided by law. This clause is included in this Agreement because it is legally required by state law. By signing this Agreement, the Union does not waive any right it may have to challenge whether this clause is binding upon the union or the employer. The Union reserves all rights to assert that this clause is unenforceable.

ARTICLE XII

TENURE

SECTION 1 – Effective Date - This Agreement shall be in full force and effect from July 1, 2011, until June 30, 2014, and shall renew itself for annual periods thereafter unless either party shall notify the other of a desire to modify or terminate the Agreement.

Such notice shall be given not less than ninety (90) days prior to any anniversary date or expiration date by Registered or Certified mail and if by the Union be addressed to the Board of Education, 876 Marquette Avenue, Sault Ste. Marie, Michigan 49783, and if by the Employer to the District Office of the Union at 13233 Hancock Drive, Taylor, Michigan 48180-4766. Either party, by like written notice, may change the address to which the notice is sent.

The parties agree to meet for the purpose of negotiations as soon as a mutually acceptable date can be arranged and no later than May 15th.

The following language will be effective July 2011 with the next agreement: **This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the parties. This includes any letters of agreement not attached hereto. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.**

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

Sault Ste. Marie Board of Education

BY [Signature]
Superintendent of Schools

BY [Signature]
Director of HR & Operations

United Steelworkers _____ AFL-CIO

BY [Signature]
Leo W. Gerard, Int'l President

BY [Signature]
Stanley W. Johnson, Int'l Secretary-Treasurer

BY [Signature]
Thomas Conway, Int'l Vice President, Administration

BY [Signature]
Fred Redmond, Int'l Vice President, Human Affairs

BY [Signature]
Michael Bolton, Director District 2

BY [Signature]
Al Firby, Sub-District Director

By Local Union 13569 Committee:

BY [Signature]
Marjorie Mitchell, Local Union President

BY [Signature]
Frances McCall, Local Unit Representative

APPENDIX "A"
COST OF LIVING ALLOWANCE

All employees covered by this Agreement shall be covered by the provisions for a Cost of Living Allowance as set forth in this section:

A. For the purpose of this Section:

1. "Consumer Price Index" refers to the "Consumer Price Index for Urban Wage Earners and Clerical Workers - United States - (All Items - 1967 = 100)" published by the Bureau of Labor Statistics, U.S. Department of Labor.
2. "Consumer Price Index Base" refers to the Consumer Price Index for the month of June, 1986 (published in July, 1986, as 323.4).
3. Adjustment dates October 1, January 1, April 1, and so forth in three month increments.
4. Change in the Consumer Price Index is defined as the difference between (i) the Consumer Price Index base and (ii) the Consumer Price Index base for the second calendar month next preceding the month in which the applicable adjustment date falls.
5. Cost of Living Adjustment provisions will be suspended and be inapplicable during the terms of this Agreement.

B. Effective on each adjustment date, a cost of living adjustment equal to one (1) cent per hour for each full .4 of a point change in the Consumer Price Index shall become payable for all hours actually worked and for any reporting allowance credited before the next adjustment date.

1. Payments for each adjustment date are cumulative for one (1) year.
2. The total cumulative rate of COLA payments will be rolled into the base hourly rate on July 1 of the year following.
3. The COLA shall then be calculated on the basis of the CPI base for June of the year preceding.

C. The Cost of Living adjustment shall be an "add on" and shall not be a part of the employee's

wage rate or salary and shall not be used in the calculation of overtime or call-in pay but shall be used in the calculated pay for vacation, sick leave, and other types of pay or benefits.

- D. Should the Consumer price Index schedule for Urban Wage Earners and Clerical Workers, All Items 1967 = 100, as published by the Bureau of Labor Statistics (BLS), U.S. Department of Labor, become unavailable the parties shall attempt to adjust this Section, or if agreement is not reached, request the Bureau of Labor Statistics to provide the appropriate conversion or adjustment which shall be applicable as to the appropriate adjustment date and thereafter. The purpose of such conversion shall be to produce, as nearly as possible, the same result as would have been achieved using the index in its present form.

APPENDIX "B"
COST OF LIVING SCHEDULE

382.1 = 0 cents	386.5 = 11 cents	390.5 = 21 cents
382.5 = 1	386.9 = 12	390.9 = 22
382.9 = 2	387.3 = 13	391.3 = 23
383.3 = 3	387.7 = 14	391.7 = 24
383.7 = 4	388.1 = 15	392.1 = 25
384.1 = 5	388.5 = 16	392.5 = 26
384.5 = 6	388.9 = 17	392.9 = 27
384.9 = 7	389.3 = 18	393.3 = 28
385.3 = 8	389.7 = 19	393.7 = 29
385.7 = 9	390.1 = 20	394.1 = 30
386.1 = 10		

For the three month period commencing with each adjustment date, the Cost of Living adjustment is determined by the above schedule, using the CPI index for the applicable month as specified in the following list:

<u>ADJUSTMENT DATE</u>	<u>PERIOD COVERED</u>
October 1	July, August, September
January 1	October, November, December
April 1	January, February, March
July 1	April, May, June

APPENDIX "C"
SALARY SCHEDULES

Effective July 1, 2011, the 2011-14 salary schedule shall be frozen with no steps:

		Employees Hired <u>Before 7-1-95</u>	Employees Hired <u>After 7-1-95</u>	Employees Hired <u>After 7-1-11</u>
General & Special Ed.	1	15.26	11.80	10.80
	2	15.63	12.07	
	3	15.73	12.15	
	4	15.82	12.22	
Vocational	1	16.72	12.90	11.90
	2	17.11	13.20	
	3	17.20	13.27	
	4	17.31	13.35	

On June 30, 2014, all paraprofessional employed as of June 24, 2011 will move to the 11-14 Step 4 rate per hour.

Longevity Pay – Longevity pay amounts are based on the length of total service to the Sault Area Public Schools and a percentage of the employee’s annual rate of base pay on the date of eligibility. The employee shall request Longevity Pay by contacting the personnel office in writing. Longevity Pay shall be for a period of consecutive years not to exceed 3 years and shall not be renewable. Longevity pay amounts are computed by multiplying the employee’s base pay rate by the appropriate percentage from the following table based on years of service completed:

Years of Total Sault District Service	Longevity Pay Rate
14 but less than 20 years	2.50 percent
20 but less than 25 years	3.00 percent
25 or more years	3.50 percent