

*SAGINAW INTERMEDIATE  
SCHOOL DISTRICT*

*UNITED STEELWORKERS, AFL-CIO-  
CLC, LOCAL NO. 9521*

*CONTRACT*

*JULY 1, 2011 to JUNE 30, 2013*

**TABLE OF CONTENTS**

	<u>Page</u>
PREAMBLE .....	1
ARTICLE I – EFFECTIVE DATE .....	1
ARTICLE II – RECOGNITION .....	1
Section A.    Scope .....	1
Section B.    Definition .....	2
ARTICLE III – PAST PRACTICE AND EFFECT OF AGREEMENT .....	2
Section A.    .....	2
Section B.    .....	2
Section C.    .....	2
ARTICLE IV – GRIEVANCE PROCEDURE .....	2
Section A.    Definition .....	2
Section B.    Procedure .....	2
Section C.    Time Periods .....	4
Section D.    Miscellaneous Conditions .....	4
ARTICLE V – BARGAINING UNIT RIGHTS .....	4
Section A.    Special Conferences .....	5
Section B.    Facilities and Equipment Use .....	5
Section C.    Requests for Information .....	5
Section D.    Unit Work .....	5
Section E.    Association Representation .....	6
Section F.    Released Time for Association Business .....	6
Section G.    Contract Negotiations Committee.....	6
ARTICLE VI –PAYROLL DEDUCTION AND FINANCIAL RESPONSIBILITY .....	6
Section A.    Enforcement by Mandatory Deductions .....	6
Section B.    Bargaining Unit Members.....	7
Section C.    Service Fee Payers .....	7
Section D.    Non-Payment of Dues or Service Fees.....	7
Section E.    Save Harmless Clause.....	7
ARTICLE VII – EMPLOYEE RIGHTS .....	8
Section A.    Rights .....	8
Section B.    Just Cause .....	8
Section C.    Files and Records .....	8
Section D.    Assault .....	9
Section E.    Student Discipline .....	9

ARTICLE VIII – DISTRICT RIGHTS .....	10
Section A. ....	10
Section B. Attendance Violations.....	11
Section C. Emergency Manager.....	11
ARTICLE IX – HOURS OF WORK .....	12
Section A. ....	12
Section B. ....	12
Section C. ....	12
Section D. ....	12
Section E. ....	12
Section F. ....	13
Section G. ....	13
Section H. ....	13
ARTICLE X – COMPENSATION .....	13
Section A. Basic Compensation .....	13
Section B. Overtime .....	13
Section C. Split Shift Premium .....	15
Section D. Shift Premium .....	15
Section E. Mileage .....	15
Section F. Payroll Deduction .....	15
ARTICLE XI – WORKING CONDITIONS .....	15
Section A. ....	15
Section B. School/Facility Closure/Dismissal .....	16
Section C. ....	17
Section D. ....	18
Section E. Drug Testing .....	18
ARTICLE XII – EMPLOYMENT STATUS DEFINED .....	18
Section A. ....	18
Section B. ....	18
Section C. Others .....	19
Section D. Summer Work .....	19
ARTICLE XIII – VACANCIES AND TRANSFERS .....	19
Section A. Definition of Vacancy .....	19
Section B. Posting .....	19
Section C. Filling Vacancies .....	20
Section D. Notification .....	20
Section E. Trial Period .....	20
Section F. Temporary Transfers and Temporary Vacancies .....	21
Section G. Driving Assignments .....	22
ARTICLE XIV – SENIORITY .....	26
Section A. Definitions .....	26

Section B.	Probationary Period .....	27
Section C.	Seniority List .....	28
Section D.	Termination of Seniority .....	28
ARTICLE XV – REDUCTION IN PERSONNEL – LAYOFF AND RECALL ..		28
Section A.	Definition .....	28
Section B.	Notice of Layoff .....	28
Section C.	Layoff Procedure .....	28
Section D.	Reduction in Work Hours .....	29
Section E.	Benefits .....	29
Section F.	Substitute Priority .....	29
Section G.	Recall .....	30
Section H.	Notice of Recall .....	30
ARTICLE XVI – JOB DESCRIPTIONS .....		30
Section A.	.....	31
Section B.	.....	31
Section C.	.....	31
Section D.	.....	31
Section E.	Governmentally Mandated Requirements .....	31
ARTICLE XVII – EVALUATIONS .....		32
Section A.	Probationary Employee Evaluation .....	32
Section B.	Bargaining Unit Member Improvement Plan (EIP) .....	32
ARTICLE XVIII – HOLIDAYS AND VACATIONS .....		32
Section A.	.....	32
Section B.	.....	33
Section C.	.....	33
Section D.	.....	33
Section E.	.....	33
Section F.	.....	33
Section G.	.....	35
Section H.	.....	36
ARTICLE XIX – LEAVE OF ABSENCE WITH PAY .....		36
Section A.	General Leave Conditions .....	36
Section B.	Sick Leave Credit Accrual .....	37
Section C.	Bereavement Leave .....	37
Section D.	Personal Business, Emergency Leave .....	37
Section E.	Jury Duty .....	38
Section F.	.....	38
Section G.	.....	38
ARTICLE XX – LEAVES OF ABSENCE – UNPAID .....		39
Section A.	Length and Eligibility .....	39
Section B.	Reasons for Leaves of Absence .....	39
Section C.	Return From Long Term Leave of Absence .....	40

Section D.	Family Medical Leave Act .....	40
Section E.	.....	40
ARTICLE XXI – BENEFIT COVERAGE.....		40
ARTICLE XXII – SAVINGS CLAUSE .....		43
ARTICLE XXIII – PROFESSIONAL IMPROVEMENT .....		43
Section A.	.....	43
Section B.	.....	43
Section C.	Special Education Teacher Tuition Reimbursement Benefit	43
Section D.	Team Leader Stipend .....	44
ARTICLE XXIV – NO STRIKE .....		44
Section A.	No Strike .....	44
Section B.	No Unfair Labor Practice .....	44
Section C.	.....	44
ARTICLE XXV – DURATION OF CONTRACT .....		45
APPENDIX A – SALARY SCHEDULE		
APPENDIX B – GRIEVANCE REPORT FORM		
APPENDIX C – MEMORANDUM OF UNDERSTANDING – LIFE INSURANCE		
APPENDIX D – MEMORANDUM OF UNDERSTANDING – VACATION DAYS		
APPENDIX E – NETWORK ACCEPTABLE USE POLICY		
APPENDIX F – BEHAVIOR INCIDENT REPORT FORM		
ADDENDUM #1 – MEMORANDUM OF UNDERSTANDING –	TRANSITIONS CENTER JOB COACH POSITIONS	
ADDENDUM #2 – MEMORANDUM OF UNDERSTANDING –	TRANSPORTATION SUMMER SCHEDULE	
ADDENDUM #3 – MEMORANDUM OF UNDERSTANDING –	SUBCONTRACTING	
ADDENDUM #4 – MEMORANDUM OF UNDERSTANDING –	VERIFICATION FOR USE OF SICK DAYS	
ADDENDUM #5 – MEMORANDUM OF UNDERSTANDING –	WSCC SECRETARIES	
ADDENDUM #6 – MEMORANDUM OF UNDERSTANDING –	PROBATIONARY REPRESENTATION	
ADDENDUM #7 – MEMORANDUM OF UNDERSTANDING –	DISCIPLINE-UNATTENDED STUDENTS	
ADDENDUM #8 – DRUG AND ALCOHOL TESTING PROGRAM AND POLICY		
ADDENDUM #9 – WORKING IN SCHOOL DISTRICTS OTHER THAN SISD		
ADDENDUM #10 – HEALTH CARE ASSISTANTS		

## P R E A M B L E

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

The District and the Bargaining Unit recognize the importance of orderly and peaceful labor relations for the mutual interest and benefit of the District, Bargaining Unit Members, and the Bargaining Unit. The District and the Bargaining Unit further recognize the mutual benefits of just and expeditious resolution of disputes that may arise as to proper interpretation and implementation of this Contract and accordingly have included herein a grievance procedure for the effective processing and resolution of such disputes.

The provisions of this Contract shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent.

## ARTICLE I EFFECTIVE DATE

This Contract is entered into July 1, 2011, by and between the Saginaw Intermediate School District Board of Education (SISD) (hereinafter called the "District" or "Board") and the United Steelworkers AFL-CIO-CLC on behalf of Local Union No. 9521 (hereinafter called the "Bargaining Unit" or "Union"). This Contract replaces and supersedes any other agreements entered into between the parties.

## ARTICLE II RECOGNITION

### Section A. Scope.

Pursuant to and in accordance with the applicable provisions of the Public Employment Relations Act (PERA), as amended, the District recognizes the Bargaining Unit as the sole and exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for the term of this Contract, of the following described employees of the District:

All regularly scheduled full-time and part-time Transportation, Maintenance/Custodial, Secretarial, Food Service, Technicians, Paraprofessionals, Media Production, and Transitions Center Job Coaches (see Addendum of June 4, 2003, controlling the terms and conditions of employment), excluding Supervisors, payroll technician, and all other employees.

**Section B. Definition.**

Unless otherwise indicated, the term "Bargaining Unit Member" when used hereinafter in this Contract shall refer to all members of the above defined Bargaining Unit.

**ARTICLE III  
PAST PRACTICE AND EFFECT OF AGREEMENT**

**Section A.**

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

**Section B.**

Any individual contract between the District and an individual Bargaining Unit Member heretofore executed shall be subject to and consistent with the terms and conditions of this Contract. If an individual contract contains any language inconsistent with this Contract, this Contract shall prevail.

**Section C.**

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

**ARTICLE IV  
GRIEVANCE PROCEDURE**

**Section A. Definition.**

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

**Section B. Procedure.**

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

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

Step 1. Any Bargaining Unit Member who believes he or she has a grievance must submit the grievance orally to his or her immediate supervisor within five (5) days after the Bargaining Unit Member has knowledge of the grievance, or within five (5) days after the Bargaining Unit Member reasonably should have had knowledge of the grievance. The supervisor shall render his or her verbal decision within three (3) days after the grievance is submitted.

Step 2. If the grievance is not settled in Step 1, it shall be reduced to writing, state the facts upon which it is based and when they occurred, specify the section of the Contract which is alleged to have been violated, be signed by the grieving Bargaining Unit Member and a Bargaining Unit representative, and be submitted to the immediate supervisor/ designee within ten (10) days of the completion of Step 1. The Supervisor and the Bargaining Unit representative, and the grievant, together with such additional persons as are reasonably necessary, shall meet and discuss the grievance within five (5) days after the grievance is presented at this step. The supervisor shall make a written reply to the grievant and Bargaining Unit President within five (5) days after the date of such meeting.

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

Step 4. If the grievance is not settled in Step 3, the Bargaining Unit, within five (5) days after receipt of the Step 3 decision, shall, as a condition of proceeding to arbitration, submit a written request for grievance mediation to the Michigan Employment Relations Commission (MERC).

Step 5. If the grievance is not settled in Step 4, the Bargaining Unit may, within thirty (30) days of making written request to the MERC for grievance mediation, or upon the conclusion of the grievance mediation as determined by the mediator, whichever occurs first, submit the grievance to binding arbitration in accordance with the American Arbitration Association's Voluntary Arbitration Rules. The arbitrator's decision shall be final and binding upon the Bargaining Unit, its members, the Bargaining Unit Member or Bargaining Unit Members involved, and the District. The arbitrator shall make an award based on the express terms of this Contract, and shall have no authority to add to, or subtract from any of the terms of this Contract. The expenses and fees of the arbitrator shall be borne by the loser. In the case of a split decision, the



arbitrator shall apportion the expenses and fees between the parties. The parties agree that in cases where a speedy resolution is desirable, the grievance will be submitted to arbitration under the American Arbitration Association's rules for Expedited Arbitration, if there is mutual agreement to do so.

Section C. Time Periods.

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

Section D. Miscellaneous Conditions.

1. Notwithstanding the expiration of this Contract, any claim or grievance arising during the term of this Contract may be processed through the grievance procedure until resolution.
2. Grievances filed as Bargaining Unit grievances may be initiated at Step 3 of the grievance procedure.
3. Refer to Article V, Section E.
4. Normally only two (2) Bargaining Unit Members, the Grievant, and the Bargaining Unit Representative, will be released from duty with pay for the duration of an arbitration hearing. Other witnesses shall be released as needed and shall be expected to return to their workstations upon completion of their testimony.

ARTICLE V  
BARGAINING UNIT RIGHTS

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

**Section A. Special Conferences.**

Special conferences for important matters of mutual concern may be arranged at the request of either party. Such meetings shall be between at least two representatives of the Bargaining Unit and two representatives of the District. Such conferences shall be scheduled within ten (10) working days of such request.

**Section B. Facilities and Equipment Use.**

1. The Bargaining Unit and its representatives shall have the reasonable right to conduct Union business on the District's property or use the District's equipment at times which do not interfere with or interrupt normal operations of the Bargaining Unit Members' duty time after obtaining necessary approval from the Superintendent/designee. When special custodial service is required, the District may make reasonable charge therefore. The Bargaining Unit shall pay for the reasonable cost of all materials and supplies incidental to the reasonable use of the District's property and equipment.
2. The Bargaining Unit shall have the right to post notices of activities and matters of Union concern at designated bulletin boards in each building or facility to which Bargaining Unit Members may be assigned. The Bargaining Unit shall have use of the internal delivery system and information technologies of the District. The Bargaining Unit shall adhere to the District's acceptable use policy(s) with respect to all such communications and postings. See Appendix E.

**Section C. Requests for Information.**

The District agrees to furnish to the Bargaining Unit, in response to written requests, and to the extent required under PERA and any other applicable statutes and rulings, available information concerning the financial resources of the District and other information that would be deemed necessary to develop bargaining proposals and/or process Bargaining Unit grievances. This information includes, but is not limited to: names, addresses, seniority, wage experience credit, anniversary dates of Bargaining Unit Members and compensation paid to them, agendas, minutes, and reports of District Board meetings.

**Section D. Unit Work.**

The District agrees that supervisors or non-unit personnel shall not be used any time to displace Bargaining Unit Members regularly employed in the Bargaining Unit. It is recognized that supervisors are occasionally required to perform Bargaining Unit work on a temporary or emergency basis and nothing in this Contract shall be construed to prevent such practice. A supervisor may only assume the duties of a Bargaining Unit Member in an emergency situation.

**Section E. Association Representation.**

Bargaining Unit Members shall be represented by Bargaining Unit Representatives. The Bargaining Unit shall furnish to the District, in writing, the names of the Bargaining Unit Representatives and their work site. Should it become necessary for a Bargaining Unit Representative to leave his/her work to investigate or present grievances, during working hours, mutually agreeable arrangements for such time, without loss of time or pay, shall be made in advance with their Supervisor.

**Section F. Released Time for Association Business.**

The Bargaining Unit shall be granted twenty (20) days per year for released time for Bargaining Unit business. Requests for such release time shall be in writing from the Union President to the Personnel Director at least ten (10) work days in advance of the use of the Bargaining Unit business day. Not more than three Bargaining Unit members shall normally be released on any one day, without prior arrangement with the District, to insure that normal operations are not adversely affected. The Bargaining Unit agrees to reimburse the District the cost of a substitute hired for the released Bargaining Unit Member.

**Section G. Contract Negotiations Committee**

The Union shall be represented in all contract negotiations meetings with the Employer by a committee comprised of the Local Union President, the Grievance Chair, the Vice Grievance Chair, and one elected representative from each building, as well as a representative of the USW international staff.

**ARTICLE VI  
PAYROLL DEDUCTION AND FINANCIAL RESPONSIBILITY**

**Section A. Enforcement By Mandatory Deductions.**

Each Bargaining Unit Member shall, as a condition of employment, (1) on or before thirty (30) days from the first day of active employment or the effective date of this Contract, whichever is later, join the Union, or (2) pay a Service Fee to the Union, pursuant to the Bargaining unit's "Policy Regarding Objections to Political-Ideological Expenditures" and the Administrative procedures adopted pursuant to that policy. The Service Fee shall not exceed the amount of Union dues collected from Bargaining Unit members. The Bargaining Unit Member may authorize payroll deduction for such fee. In the event that the Bargaining Unit Member shall not pay such Service Fee directly to the Union, or authorize payment through payroll deduction, the District shall, pursuant to MCLA 408.477;MSA 17.277(7) and at the request of the Union, deduct the Service Fee from the Bargaining Unit Member's wages and remit same to the Union. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each Bargaining Unit Member. Moneys so deducted along with documentation shall be remitted to the International Union Secretary-Treasurer, no later than five (5) days following deduction. A checkoff list and a completed summary of USW Form R-115 or its equivalent shall accompany the deductions setting forth the name and amount of dues, initiation fees or service fees, and a copy of said deduction list shall be

forwarded to the financial secretary of the Local Union. The measure of the deduction (i.e., percent, cents per hour or other, etc.) shall be mutually agreed upon by the International Union and the District. The amount of union dues, service charges, including an initiation fee, if applicable, shall be designated by the International Union Secretary/Treasurer.

#### Section B. Bargaining Unit Members

Pursuant to *Chicago Teachers Union v. Hudson*, 106 Ct 1066 (1986), the Bargaining Unit has established a "Policy Regarding Objections to Political-Ideological Expenditures". That Policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union Bargaining Unit Members. The remedies set forth in that Policy shall be exclusive and unless and until such procedures, including any administrative or judicial review thereof, shall have been availed of and exhausted, no dispute, claim or complaint by an objecting Bargaining Unit Member concerning the application and interpretation of this Article shall be subject to the grievance procedure set for the in this Contract, or any other administrative or judicial procedure.

#### Section C. Service Fee payers

Any employee who is a member of the Bargaining Unit, or who has applied for membership, may sign and deliver to the District an assignment authorizing deduction of dues, assessments and contributions to the Union as established by the Union. Such authorization shall continue in effect from year-to-year unless revoked according to the procedure outlined in the Union Constitution, Bylaws and Administrative Procedures. Pursuant to such authorization, the District shall deduct such dues, assessments and contributions from the regular salary check of the Bargaining Unit Member each month.

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

Upon appropriate written authorization from the Bargaining Unit Member, the District shall deduct from the salary of any such Bargaining Unit Member and make appropriate remittance for sponsored programs (e.g., tax-deferred annuities), programs not fully District-paid, credit union, savings bonds, charitable donations, contributions of any other plans or programs jointly approved by the Bargaining Unit and District.

#### Section E. Save Harmless Clause

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

ARTICLE VII  
EMPLOYEE RIGHTS

Section A. Rights.

1. No religious or political activities of any Bargaining Unit Member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such Bargaining Unit Member unless such activities adversely affect the Bargaining Unit Member's ability to perform their necessary duties for the Saginaw Intermediate School District.

The District agrees that it shall be a violation of this Contract for the District and the Bargaining Unit to limit, segregate, or classify any Bargaining Unit Member in any manner which would deprive, or tend to deprive any Bargaining Unit Member of employment opportunities or otherwise adversely affect their status as an Employee because of such individual's race, color, religion, sex, age, marital status or national origin.

Bargaining Unit Members shall not be retaliated against for filing a bonafide written complaint filed pursuant to a District's policy or with an administrative agency.

Section B. Just Cause.

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

2. It is agreed and understood that the following progressive system of discipline shall be followed in disciplining Bargaining Unit Members except when in the District's opinion certain progressive steps would not be appropriate under the circumstances:

- A. Verbal warning by appropriate administrator.
- B. Written warning by appropriate administrator.
- C. Written reprimand by appropriate administrator.
- D. Suspension with pay pending a "Just Cause" hearing.
- E. Suspension without pay.
- F. Dismissal for just cause only.

Section C. Files and Records.

In accordance with applicable law, a Bargaining Unit Member will have the right to review the contents of his/her personnel file (located in the District Personnel

Director's office, excluding initial references), of the District pertaining to said Bargaining Unit Member originating after initial employment and to have a representative of the Bargaining Unit accompany him/her in such review. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

The Bargaining Unit Member may submit a written notation regarding any material, including complaints, and the same shall be attached to the file copy of the material in question. Nothing would prohibit the District from withdrawing this material prior to arbitration if cause is shown. If the Bargaining Unit Member is asked to sign material to be placed in his/her file, such signature shall be understood to indicate awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material. The District will follow all applicable legal requirements with respect to the release and retention of information contained in the Bargaining Unit Member's personnel file.

#### Section D. Assault.

Any case of assault upon a Bargaining Unit Member arising out of or in the course of a Bargaining Unit Member's employment shall be promptly reported to the Superintendent/designee per written documentation. The District shall render all reasonable assistance to the Bargaining Unit Member, when possible to prevent injury. The District will provide the Bargaining Unit Member access to legal counsel to advise the Bargaining Unit Member of his/her rights and obligations with respect to such assault as well as in connection with the handling of the incident by law enforcement and judicial authorities.

1. If a legal suit is brought against a Bargaining Unit Member as a result of confidential information or misuse of such information, the District will pay for legal counsel for such member if proven innocent.
2. During the term of this contract, the District will continue to purchase errors and omissions and liability insurance for Bargaining Unit members for a minimum of \$1,000,000.00 (one million dollars) protection.
3. Within sixty (60) days of ratification of this Contract the District will make available to the Bargaining Unit copies of all insurance policies purchased by the District which affect Bargaining Unit members.

#### Section E. Student Discipline

The District recognizes its responsibility to give reasonable support and assistance with respect to the maintenance of student discipline. The District and the Special Education programs and services operated therein must also function within legal parameters as established by IDEA 97 and successor legislation, and Michigan Mandatory Education. The parties further recognize

that these programs and services serve unique and challenged students whom by the nature of their placement exhibit unique behaviors.

When it is determined that issues of student discipline are affecting a Bargaining Unit Member in the performance of his/her duties, these issues shall be immediately reported to the teacher responsible for the student. If the teacher is unavailable for any reason, it must be immediately reported to the building administration. A form and procedure shall be implemented to accommodate such reporting. The form shall require the Bargaining Unit Member to accurately report the incident and will contain a section to indicate to the Bargaining Unit Member the type of investigation and remedy developed by administration to address the incident. Incidents where Bargaining Unit Members may be placed in jeopardy will be reported to necessary and appropriate staff on a "need to know" basis. As allowed by law and Special Education Rules and Regulations, Bargaining Unit Members directly responsible for particular students will be part of the behavior management team process. Documentation of the communication process and behavior management plan will be maintained by the building administration. Bargaining Unit Members will maintain student confidentiality as mandated by the Family Federal Rights and Privacy Act (FERPA).

## ARTICLE VIII DISTRICT RIGHTS

### Section A.

The District on its own behalf and on behalf of the electors of the District; hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, and the exercise thereof conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Such rights shall include, subject to the express terms and conditions in this contract by way of illustration, and not by way of limitation, the right to:

1. Administer and control the District's facilities and equipment, and direct the operation and personnel of the District.
2. Make assignments, direct the work of all its personnel, and determine the hours of service and starting and ending times.
3. Establish, or modify any conditions of employment except those covered by the provisions of the Contract.
4. Determine and provide the services, equipment and supplies necessary to continue its operation.
5. Adopt rules and regulations necessary for operations of the District.
6. Determine and specify the qualifications of all employees.

7. Determine the number and location or relocation of all facilities.
8. Determine the financial policies, including all accounting procedures necessary to operate the district.
9. Determine the policies pertaining to public relations of the District and its programs.
10. Determine the administrative structure, its functions, authority, and the amount of supervision.
11. Determine the criteria for selection, evaluation, and/or training.
12. Determine and make policy on any other SISD matter not specifically mentioned in this Contract.

Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Michigan Revised School Code or any other national, state, district or local laws or regulations as they pertain to education.

#### Section B. Attendance Violations

In addition to any other attendance disciplinary procedures implemented by the District, consistent with paragraph A, above, the parties understand and agree that the District has the right to impose the below attendance disciplinary procedures. After an employee has exhausted his/her accumulated sick leave, the following disciplinary procedures may be implemented:

First Absence:	Written Warning
Second Absence:	Three (3) day disciplinary suspension without pay
Third Absence:	Discharge

After an employee exhausts his/her accumulated sick leave, each absence thereafter shall be considered as unexcused, regardless of cause or reason. By way of example and not limitation, the District shall not be required to accept medical, emergency or personal excuses, documented or otherwise.

#### Section C. Emergency Manager

An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4214, MCL 141.1501, et.seq., shall be able to reject, modify, or terminate this Agreement as provided in the Act.



## ARTICLE IX HOURS OF WORK

### Section A.

The District reserves the right to set the hours of work for Bargaining Unit Members covered by this Contract. A permanent change in the starting time shall not be made without prior discussion with the Bargaining Unit. The District reserves the right to occasionally change a Bargaining Unit Member's starting time without prior discussion in case of emergency. The parties agree that the District may change the regular hours during the summer period.

### Section B.

With the exception of December, April, June and July, one (1) hour per month is required for Millet/Transitions Center work team meetings beyond the daily scheduled work hours. Bargaining Unit Members shall not be required to report for work more than one (1) hour prior to student arrival time or shall not be required to remain at work for more than one (1) hour after the daily scheduled work time for work team meetings. Scheduled times for these meetings will be worked out on an annual basis with the relevant work team members. The annual schedule shall be provided to the Superintendent at the beginning of each school year covered by this Contract.

### Section C.

In addition to the regular schedule, each Millet/Transitions Center Bargaining Unit Member shall be required to attend a one-half (1/2) hour staff meeting once per month during the regular school year. Staff meetings shall be held during the one-half (1/2) hour immediately preceding the start of the school day and shall be established and posted as a part of the Millet/Transitions Center school calendar.

### Section D.

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

### Section E.

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

Section F.

The normal workday for all Bargaining Unit Members shall not be greater than eight (8) hours per day. The Bargaining Unit recognizes the District's right to construct a workday for Bargaining Unit Members that are exceptions to the normal.

Section G.

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

Section H.

The work year shall be as follows:

Twelve (12) months – 260 days

Eleven (11) months – 230 days

Ten (10) months – 210 days

Nine (9) months – District established school year inclusive of designated professional development/conference days

## ARTICLE X COMPENSATION

Section A. Basic Compensation.

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

Section B. Overtime.

When overtime work becomes available, it will first be assigned to the Bargaining Unit Member currently performing the work. If overtime becomes consistent or excessive, it will be assigned on an equitable rotating basis, starting with the most senior Bargaining Unit Member first within the classification within the department, and next within the group within the department for all departments except Hartley Food Service where it is assigned on an equitable rotating basis within the department. For purposes of applying this section, total overtime previously worked, whether received due to the fact that the Bargaining Unit Member was currently performing the work or otherwise, shall guide the rotation.

Group is as defined in ARTICLE XIV, SENIORITY.

Section A. Definitions

Department is defined as:

- Millet Food Service
- Hartley Food Service
- Millet Paraprofessionals
- Hartley Paraprofessionals
- Transitions Center Paraprofessionals
- Special Education Visually Impaired Paraprofessionals

- Special Education Interpreters
- Millet Maintenance/Custodial
- RESC Maintenance/Custodial
- Hartley Maintenance/Custodial
- Transitions Center Maintenance/Custodial
- Media Production
- Millet Secretaries
- Hartley Secretary
- REMC Secretaries
- Special Education Secretaries
- Instructional Services Secretaries
- Finance Secretaries
- Pupil Accounting/Truancy
- Personnel Secretaries
- Transitions Center Secretaries
- Transportation Secretary
- Transportation Dispatchers
- Transportation Drivers
- Transportation Assistants
- Transportation Mechanics
- Technician Group
  - \*Hartley Nurse
  - \*Technical Support Specialist
  - \*Braillists
  - \*Finance Technician - Payroll
  - \*Finance Technician – Accounts Payable
  - \*Pupil Accounting Technician
  - \*Special Education LPNs
  - \*Media Library Technician

The following conditions shall apply to all overtime work:

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

**Section C. Split Shift Premium.**

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

**Section D. Shift Premium.**

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

**Section E. Mileage.**

Bargaining Unit Members required in the course of their work and who have received approval from the District to drive personal automobiles on behalf of the ISD shall receive the current IRS mileage rate per mile for all miles driven. The reimbursement rate for a given school year shall be the rate published by the IRS.

**Section F. Payroll Deduction.**

Upon appropriate written authorization from the Bargaining Unit Member, the District shall deduct from the wages of any such Bargaining Unit Member and make appropriate remittance for programs and annuities, health programs not fully District-paid, credit union, savings bonds, charitable donations, or any other plans or programs jointly approved by the Bargaining Unit and the District.

**ARTICLE XI  
WORKING CONDITIONS**

**Section A.**

1. The District recognizes that safe facilities, equipment and working space are essential to the operation of sound educational programs and will endeavor to provide the same in the better interest of its employees. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well being.

The District shall reimburse the Bargaining Unit Member in an amount not to exceed \$250.00 in any of the school years covered by the Contract for damage or destruction to certain personal property which occurs while the Bargaining Unit Member is on duty in the work place.-This section shall cover personal property of the type normally worn or brought into the work place, when the Bargaining Unit Member has not been negligent, and only to the extent that such loss is not covered by insurance. The term "personal property" shall not include cash or jewelry (except wristwatches, which shall be covered). The damage or destruction shall not include or cover the effects of normal wear, tear and use. The District shall provide uniforms, smocks, or aprons to Bargaining Unit Members of job classes

where uniforms are required. The District shall provide without cost to the Bargaining Unit Member, adequate and approved safety equipment necessary to perform their duties.

2. The District shall pay the cost of all required examinations, chauffeurs licenses or commercial drivers licenses (CDL), TB test and/or x-rays. However, it is further understood and agreed that the District shall not be required to pay the cost of re-taking any required examination as result of a Bargaining Unit Member's failure to pass the examination.

**Section B. School/Facility Closure/Dismissal.**

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

When an Act of God, or a District directive, forces the closing of a school or facility of the District, the Bargaining Unit Members shall be excused from reporting for duty without loss of pay for the first two days excused. Bargaining Unit Members may use personal, business, sick and vacation days to avoid loss of pay for any additional closing of a school or facility.

When SISD Administrative offices, Millet Center, Transitions Center, Transportation Department or Hartley facilities are closed due to inclement weather, Acts of God, or other situations not under the control of the SISD Board or Administration, the following Bargaining Unit Members must report to work at a reasonable time, but not later than 10:00 a.m. unless otherwise notified by personal contact or radio and television messages:

- \*Administrative Offices (RESC and Instructional Services which is located at Transitions Center) - none

- \*Millet Center - custodians and secretaries

- \*Transitions Center School – custodians and secretaries

- \*Transportation Department – dispatchers, mechanics and secretaries

- \*Hartley - all employees

- \*(Full-time Bargaining Unit Members scheduled to work eight (8) hours will be expected to work a six hour shift and will be paid for eight hours.)

- \*When school districts where interpreters and visually impaired instructional assistants are assigned to student(s) are closed, the interpreters and visually impaired instructional assistants will not be expected to report to work.

Any cancellation at any of the above facilities will name that facility specifically (i.e., classes will be cancelled at the Melvin G. Millet Center today). Bargaining Unit Members who service students directly at Millet need not report to work on inclement weather when school is cancelled by the Superintendent/designee and they will not be paid for those days. (This includes: teacher assistants, paraprofessionals, food service workers). These Bargaining Unit Members shall

work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular rate.

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

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

### Transportation Employees

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

If Millet Learning Center is open, students in local districts that are also open will be transported to Millet. When school districts where students attend are closed, there will be no bus transportation for those students. It shall be the employees' responsibility to monitor school closings for each school district pertaining to their specific routes.

When a school district is delayed, that bus run(s) will also delay or not transport students in that district as instructed by the Transportation Supervisor. Should a bus run delay, the bus driver or assistant shall call the parents/guardians of the students affected.

### Section C.

Bargaining Unit Members who meet the State mandated requirements for substitute teaching may substitute teach in the classroom in which they are an assistant. Teacher assistants who are not assigned to a specific classroom (e.g. evening pool assistants) may substitute teach in any classroom. Bargaining Unit Members will not lose seniority and/or any other benefits based upon the time spent in substitute teaching assignments. It is the intent that Bargaining Unit Members will not become long term substitute teachers (i.e. more than one-week duration for any assignment).

In the event that teacher assistants are left without a teacher in their classroom, an additional assistant will be provided or the assistant (s) will be paid at the substitute teacher rate for the day plus an additional \$25.00. Teacher assistants who are elevated to the substitute teacher assignment will also receive the substitute teacher rate plus an additional \$25.00 if they work in a classroom with an unfilled teacher assistant position.

Teacher assistants will be eligible to receive additional pay in the amount of \$25.00 each for a full day, and \$12.50 each for a half day in the following circumstances:

1. In the event that the classroom does not have the correct number of teacher assistants in the classroom (runs short a teacher assistant) due to either the inability to fill the regular staff's absence or the elevation of a teacher assistant to the absent teacher position (as covered by the existing contractual language), the remaining teacher assistant(s) in that classroom shall be eligible for additional pay as specified above.
2. In the event that the teacher position in the classroom remains unfilled as a result of absence and an additional assistant has been provided (as covered by the existing contractual language), each teacher assistant in the classroom shall be eligible for additional pay as specified above.

#### Section D.

The District reserves the right to install, for safety and security reasons, exposed surveillance cameras in any areas in which students are present, including, but not limited to, areas outside school buildings such as school buses, parking lots, common areas, etc.

#### Section E. Drug Testing.

The parties have agreed to a drug and alcohol testing policy which is applicable to all bargaining unit Employees and is attached hereto as Addendum #8.

## ARTICLE XII EMPLOYMENT STATUS DEFINED

#### Section A.

Nothing contained in this Article shall be interpreted to require the District to provide fringe benefits to any category of Bargaining Unit Member unless specifically provided elsewhere in this Contract.

#### Section B.

The District and Bargaining Unit recognizes the following categories of Employees:

1. Full-time: A full-time Employee is an individual employed on a regular basis to work at least thirty (30) or more hours per week or at least one thousand eighty (1,080) hours per year.
2. Part-time: A regular part-time Employee is an individual employed to work on a regular basis for less than thirty (30) hours per week or less than one thousand eighty (1,080) hours per year.
3. Probationary: See Article XIV, Section B.

**Section C. Others**

1. **Substitute:** A non-bargaining unit member employee who is employed to fill a full or part-time position on a per diem basis while the regular Bargaining Unit Member is absent or on approved leave.
2. Temporary help is defined as a non-bargaining unit Employee who is employed to do bargaining unit work not to exceed ninety (90) consecutive calendar days. All days worked beyond 90 consecutive days in the same classification as a temporary employee, immediately prior to hire, shall count towards completion of the probationary period as set forth in Article XIV. Upon completion of the temporary employee's probationary period, seniority shall revert back to the first day of employment as a temporary in the position immediately proceeding the probationary period.
3. Students accepted at the SISD for training shall terminate their employment with the SISD upon completion of the course work which caused their hire. Students who have completed their training period may be hired for bargaining unit work per Article XII.

**Section D. Summer Work.**

Summer work will be offered on a seniority basis within the classification in the department and next within the group within the department. The summer work offered shall include beginning and ending dates, hours, and days of work.

**ARTICLE XIII  
VACANCIES AND TRANSFERS**

**Section A. Definition of Vacancy.**

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

**Section B. Posting.**

All initial vacancies shall be posted in a conspicuous place in each building of the school district for a period of three (3) workdays. Each subsequent vacancy created as a result of an initial posting shall be posted in conspicuous places in each building for twenty-four (24) hours. For information purposes only, each posting shall contain the following information (postings shall not limit the District's right to assign, reassign, or transfer):

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



- (i) Program
- (j) Classroom
- (k) Population
- (l) Type or run number

Copies of postings will be sent to the local Bargaining Unit President prior to posting. Interested Bargaining Unit Members may apply in writing to the Superintendent or his designee within the three (3) day posting period. Bargaining Unit Members shall be responsible for keeping the District informed of their current mailing address.

**Section C. Filling Vacancies.**

1. Vacancies shall be filled with the most senior applicant from within the affected classification who possesses the qualifications for the job as set forth in the job description. Absent written authorization from the District, a Bargaining Unit Member shall only be awarded one (1) posting in any school year unless award of such posting would result in an increase in hours or pay. Should no Bargaining Unit Member from the affected classification apply, the vacancy shall then be filled by the most qualified applicant from other classifications considering seniority. If no Bargaining Unit Member applies and/or meets the job qualification of the job description, the vacancy may be filled with a non-bargaining unit employee or a new hire. In determining the extent to which a Bargaining Unit Member is qualified for a position, the District shall consider the applicant's abilities as demonstrated by his/her work record and education.
2. In the event the District decides to fill a vacancy, prompt and reasonable effort will be made to fill the vacancy within 50 calendar days of posting. If this cannot be accomplished, notification to the Bargaining Unit as to the reason why and the approximate hiring date will be given.

**Section D. Notification.**

The District shall make known its decision as to which applicant, has been selected to fill a posted position by sending a copy of the notification to the Bargaining Unit President within 10 days.

**Section E. Trial Period.**

In the event of a transfer or promotion to a new classification, the trial period shall be up to ten (10) days actually worked. The trial period is not a training period, but is for the purpose of giving the Bargaining Unit Member an opportunity to show his/her ability to perform the new job. During the trial period the District shall have the right to retransfer the Bargaining Unit Member if he/she does not have the ability to perform the job and the Bargaining Unit Member shall have the right to revert to his/her former classification. The District will give the promoted or transferred Bargaining Unit Member reasonable assistance in performing up to District standards on the new job.

**Section F. Temporary Transfers and Temporary Vacancies.**

1. The District shall have the right to transfer Bargaining Unit Members irrespective of their seniority status from one job classification to another to substitute for Bargaining Unit Members who are absent from work due to illness, accident, or vacations. Any Bargaining Unit Member so transferred who substitutes in place of the absent worker, shall be paid the regular rate for that classification or the Bargaining Unit Member's regular rate, whichever is greater.
2. If there is an anticipated temporary vacancy (of more than one-month duration) every effort will be made to fill the vacancy. Persons who fill a temporary vacancy shall have the right to return to their previous position upon completion of the defined vacancy.
3. Criteria for Determination of the Need for Involuntary Transfers. Written documentation will be provided which identified that the following criteria have been met:
  - a. Staff has Physical Restrictions
    - \* Medical documentation is available
  - b. Unresolved Interpersonal Conflicts  
(Between Staff/Student/Parents)
    - \* Steps to resolve conflict may include:
      - Counseling
      - Conflict resolution
      - Training
  - c. Performance Issues
    - \* Documentation supports that the following steps have been taken:
      - Evaluation (situation/not personal)
      - Plan of Assistance
      - Improvement
      - Assessment
      - Disciplinary action up to and including dismissal
  - d. Program Changes (which lead to staff re-assignment)
    - \* May include:
      - Consolidation of programs or classrooms
      - Added programs or classrooms
      - Elimination of programs or classroom
4. Written documentation must exist but due to confidentiality may not be released.
5. Bargaining Unit members will not be temporarily assigned to non-bargaining unit positions without prior discussion with the Union.

Section G. Driving Assignments.

1. As soon as practicable, but prior to each school year, the regular route assignments which have been established by the school district shall be distributed to all drivers and assistants with notification of the time and place where bidding for assignments, by group seniority, shall take place. Assignments shall be bid and assigned on a seniority basis from greatest to least. Employees on sick leave of absence shall be eligible to participate in the annual route bid if the employee submits to the District, not less than five (5) calendar days prior to the scheduled annual route bid, written substantiation signed by a doctor specifying that the employee will be returned to work without restrictions not later than the third Monday after the beginning of school. If such employee does not actually return to work on or before the third Monday after the beginning of school, his/her route shall be re-posted and the employee's right to an alternative route shall be determined pursuant to the provisions of this agreement.

The District reserves the right to modify driving assignments during the school year.

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

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

- b. If any vacated or newly created regular route assignments are to be filled during the school year, notice of the assignment shall be distributed to all drivers and assistants at the time drivers are to report to the Transportation Center to turn in their time sheets and pick up pay checks. Only a driver or assistant whose regular route assignment would increase by one (1) hour or more per day and/or who would become eligible for benefits, shall be eligible to apply for the vacated or newly created regular route assignment. The first consideration shall be given those drivers or assistants with the most seniority within their respective job title. Further, to be eligible to sign posting for such position during the school year, the employee must be fit for duty without restrictions.
2. a. If a driver's regular route assignment is lost, or the regular driver's hours are reduced by more than one (1) hour per day below the original bid route for a period of more than twenty (20) calendar days, or the regular driver loses benefits as a result of the loss or reduction, the driver who lost or had an assignment hours reduced shall have the right to bump to a regular route assignment held by

a driver with the least seniority and most hours. The displaced (bumped) driver shall take the place of the bumping driver. The displaced (bumped) driver may subsequently displace a lower seniority driver if they satisfy one of the eligibility provisions specified in this paragraph.

- b. If an assistant's regular route assignment is lost, or the regular assistant's hours are reduced by more than one (1) hour per day below the original bid route for a period of more than twenty (20) calendar days, or the regular assistant loses benefits as a result of the loss or reduction, the assistant who lost or had assignment hours reduced shall have the right to bump to a regular route assignment held by an assistant with the least seniority and most hours. The displaced (bumped) assistant shall take the place of the bumping assistant. The displaced (bumped) assistant may subsequently displace a lower seniority assistant if they satisfy one of the eligibility provisions specified in this paragraph.
  - c. All bumps shall be exercised within five (5) workdays of the occurrence or be forfeited.
  - d. Cross-classification bumping between drivers and assistants is not permitted.
  - e. For purposes of route selection only, when a bus assistant moves to the bus driver classification, his/her bargaining unit seniority date will determine their order for bidding in the bus driver route selection process.
3. Regular and temporary route consolidations, splits, mergers or modifications shall be made on a reasonable basis after discussion with the affected Bargaining Unit Members and with consideration to seniority rights. In the event of a temporary route consolidation, merger or modification, Bargaining Unit Member may, but shall not be required to, use a personal business day to cover any loss of work resulting therefrom.
4. If, in the event of an emergency, a bus driver is used as a bus assistant, the driver serving in that assistant position shall be paid regular driver wages. Emergency driving and assistant assignments shall be filled by the District on a seniority basis with a reasonable attempt to contact Bargaining Unit Members by bus radio.
5. Extra Work: Extra work shall consist of driving and assistant assignments that are not a part of a regular route assignment where the same assignment does not reoccur on a regular basis (i.e., field trips, emergency trips, etc.). All drivers and assistants shall be eligible to work extra work assignments which shall be assigned on an equitable rotating

basis starting with the most senior Bargaining Unit Member at the beginning of each school year. Extra work shall only be considered bargaining unit work if consistent with the past practice of the District. The District reserves the right to assign driving of vehicles which does not require bus driver certification to non-bargaining unit members.

6. Summer Assignments: Summer assignments shall be driving and/or assistant assignments that occur at times other than during District established regular school year (Mid-June, July and August). Beginning in the Summer of 1993, drivers and assistants will bid for Summer work assignments using their group seniority within classification.
7. Temporary Short Term Runs. Temporary short term runs will be assigned to drivers and assistants such that the work is covered by the Bargaining Unit Member whose work is in closest proximity to the need that is to be covered. Assignments may be constructed to avoid the payment of overtime.
8. If all Bargaining Unit Members on the Transportation Seniority List who are qualified to do the work refuse to accept extra work assignments or summer assignments, the District may require that the work be performed by the least senior Bargaining Unit Member in the job classification or the work can be covered by a non-bargaining unit substitute Employee.
9. When it becomes necessary for a particular bus to be washed, the Bus Driver shall be paid his/her regular rate for the time spent performing the duty, if requested by the Director of Transportation. No one will be required to wash a bus out-of-doors when the outdoor temperature is below 45 degrees Fahrenheit.
10. Fifteen minutes per run not to exceed two (2) per day shall be added to each driver's and assistant's regular work time for purposes of general trip preparation, including, but not limited to, pre-trip inspection, refueling, minor cleaning and de-icing his/her assigned vehicle. It is understood that drivers and assistants who have layover time shall fuel and maintain the bus at that time. (5) Five minutes per run will be allotted to drivers for pre-trip inspections for each run over two per day.
11. Substitute Work, Including Noon Runs Less Than 30 Days (Drivers/Assistants)  
When a sub is needed, the District will utilize Bargaining Unit Members that do not have noon runs under the following conditions:
  - a. The Bargaining Unit Member has given prior written notification to the Director/Supervisor of Transportation not later than the second Friday after Labor Day for the time period through Christmas break. Written notice with exact dates available must be submitted by

Christmas break for the remainder of the school year. New hires will have 30 days from their date of hire.

- b. If the run does not incur overtime for the Bargaining Unit Member
- c. If overtime will be incurred for anyone doing the run, then the Bargaining Unit Member gets the run before a substitute.
- d. The decision on which Bargaining Unit Member gets the run will be done by seniority on a rotating basis (i.e., field trips).
- e. A Bargaining Unit Member shall be disqualified from all substitute work for the remainder of the school year after he/she refuses a second offer of substitute work.
- f. In emergency situations, the Director/Supervisor of Transportation shall have the right to fill the assignment.
- g. In the event a Bargaining Unit Member actually reports to work for a noon run and is then notified that the noon run is cancelled, the Bargaining Unit Member shall be paid for one (1) hour. Only Bargaining Unit Members who have a current cell phone or designated contact number on file with the District shall be eligible for the one (1) hour report in pay. Bargaining Unit Members who are contacted concerning a cancelled noon run prior to reporting to work shall not receive the one (1) hour report in pay.
- h. A bargaining unit Member that does not have a run because of non-scheduled days (PPI, ECDD, etc.), will be utilized as a sub under the same conditions applicable to noon run assignments.
- i. Substitute Work Consisting of 30 Days or More: All work that becomes available due to a thirty (30) calendar day or more absence of a regular driver or assistant shall be covered by allowing for current drivers and assistants to temporarily transfer into those positions. Such assignments shall be known to have a duration of not less than thirty (30) calendar days. All drivers and qualified assistants interested in serving in substitute assignments shall make known their desire, in writing, to the Transportation Director by the second Friday following Labor Day of each year. New employees hired after the second Friday following Labor Day of each year shall have thirty (30) calendar days from date of hire to make known their desire in writing to the Transportation Director. The Transportation Director will assign drivers and assistants to the applicable temporary position on the basis of group seniority. If all regular drivers on the list and assistants refuse the opportunity, the Director may fill the assignment as he/she deems necessary.

**ARTICLE XIV  
SENIORITY**

**Section A. Definitions.**

1. **District-Wide Seniority:** District-wide seniority shall be defined as the length of service within the district as a member of the Bargaining Unit. Accumulation of seniority shall begin from the Bargaining Unit Member's first working day as described above. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Bargaining Unit Member has the same starting date of work, position on the seniority list shall be determined by drawing lots.
  
2. **Group Seniority:** Seniority accrued in one Group is not transferable to another Group. In the event a Bargaining Unit Member in the Bargaining Unit transfers from one Group to another, his/her accrued seniority shall be frozen in the Group from which he/she is transferred and may be used to avoid layoff only. Seniority in the new group shall begin as of the first day worked in that group. The Bargaining Unit Member's first day worked for seniority purposes shall be set by the District at the time he/she is hired or transferred to a different Group. In no event shall the District assign a date for seniority purposes that is different from the Bargaining Unit Member's first scheduled day of work in a Group.

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

**MAINTENANCE/CUSTODIAL GROUP**

- Maintenance
- Custodial
- Farm Maintenance

**MEDIA PRODUCTION GROUP**

- Media Production Leader
- Printer

**FOOD SERVICE GROUP**

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

**SECRETARIAL GROUP**

- Program Secretary

-Support Secretary

TECHNICIANS GROUP

- Hartley Nurse
- Pupil Accounting Technician
- Technical Support Specialist
- Brailist
- Finance Technician – Accounts Payable
- Finance Technician - Payroll
- LPN, Special Ed.
- Media Library Technician

TRANSPORTATION GROUP

- Head Mechanic
- Mechanic
  
- Bus Driver
- Dispatcher
- Dispatcher II
- Bus Assistant

PARAPROFESSIONAL GROUP

- Aquatics Assistant
- Teacher Assistant
- Health Care Assistant
- Visually Impaired Assistant
- Hearing Impaired Assistant
- Basic Interpreter for the Deaf
- Certified Interpreter for the Deaf
- Qualified Interpreter for the Deaf

TRANSITIONS CENTER JOB COACHES

- Food Service
- Janitorial

**Section B. Probationary Period.**

All new hires into the Bargaining Unit shall be considered probationary Employees until they have completed one hundred twenty (120) consecutive calendar days of service, exclusive of any absences, leaves, layoffs, holidays and District established breaks. During the probationary period, the Employee may be represented by the Bargaining Unit except that the termination of a probationary Employee shall not be subject to the Grievance/Arbitration Procedure. Probationary employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work. Probationary employees will receive medical, dental, vision, life, and



long-term disability benefits in accordance with the provisions of those sections. Probationary employees will accrue sick, personal business and vacation time (if applicable) during such period but may not utilize personal business or vacation time until the completion of their probationary period.

**Section C. Seniority List.**

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

**Section D. Termination of Seniority.**

Seniority shall be lost by a Bargaining Unit Member for the following reasons:

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

**ARTICLE XV  
REDUCTION IN PERSONNEL - LAYOFF AND RECALL**

**Section A. Definition.**

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

**Section B. Notice of Layoff.**

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

**Section C. Layoff Procedure.**

In the event of a reduction in work force, the District shall first lay off probationary Bargaining Unit Members in the affected group, prior to laying off, senior Bargaining Unit Members in the affected classification. In no case shall a new Employee be employed by the District while there are laid off Bargaining Unit

Members who are qualified for the vacant or newly created position. Bargaining Unit Members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, in the classification and in the building from which they are being laid off, for which they are qualified, which is held by the least senior Bargaining Unit Member who is full-time.

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

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

#### Section D. Reduction in Work Hours.

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

#### Section E. Benefits.

For the days remaining in any month from the date of layoff of a Bargaining Unit Member, all fringe benefits will be continued by the District to the end of that monthly billing period. Laid off Bargaining Unit Members may continue their health insurance benefits pursuant to COBRA.

#### Section F. Substitute Priority.

A laid off Bargaining Unit Member shall upon application, and at his/her option, be granted priority status on the substitute list, at the pay rate he/she had achieved prior to layoff, or the rate of pay for the filled position, whichever is lower, according to his/her seniority, provided the laid off Bargaining Unit

Member has the qualifications and ability to perform the work. A laid off Bargaining Unit Member who repeatedly refuses substitute work may be removed from the substitute list. Due to job acclimation in the food service and custodial maintenance groups, the District may, however, use established substitutes for immediate short-term work needs of non-extended duration.

#### Section G. Recall.

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

#### Section H. Notice of Recall.

Notices of recall of Bargaining Unit Members on layoff shall be sent by certified or registered mail to the last known address as shown on the District's records. The recall notice shall state the time and date on which the Bargaining Unit Member is to report back to work. It shall be the Bargaining Unit Member's responsibility to keep the District notified as to his/her current mailing address. A Bargaining Unit Member on layoff shall be given at least five (5) workdays from receipt of notice to report to work. The District may fill the position on a temporary basis until the recalled Bargaining Unit Member can report for work, providing the Bargaining Unit Member reports within the five (5) workday period.

## ARTICLE XVI JOB DESCRIPTIONS

#### Section A.

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

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

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

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

Section B.

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

Section C.

For purposes of reclassification, the parties have established a joint Reclassification Committee consisting of two (2) USW and two (2) administrative staff. All current job descriptions will be reviewed by the Department Director/Supervisor and the applicable staff. The criteria and qualifications as established by the Reclassification Committee will form the job description in addition to Departmental elements unique to that position. In the event the Reclassification Committee is unable to reach agreement, the Administration's decision in the matter shall be final.

The purpose of reclassification is to review those instances where current USW members may be performing responsibilities that are beyond the scope of their current position.

In evaluating the validity of a reclassification request, the Committee will consider: 1) whether the USW member is predominantly performing responsibilities beyond those in the original position description, and 2) the length/duration of the performance of such responsibilities.

Section D.

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

Section E. Governmentally Mandated Requirements.

All employees shall, as a condition of continued employment within their job classification, be required to immediately comply with any governmentally mandated requirements, including, but not limited to, training, testing, education, skill levels, competency requirements, reporting requirements, etc. Failure to immediately satisfy any governmentally mandated requirements shall result in lay off of the employee.

Either party to this Agreement may request mid-contract term bargaining over issues concerning the payment of costs associated with testing and training as a result of any governmentally mandated requirements.

## ARTICLE XVII EVALUATIONS

### Section A. Probationary Employee Evaluation.

Probationary employees will be evaluated at thirty (30), sixty (60), and eighty-five (85) days prior to the completion of the ninety (90) day probationary period. Days shall be defined as consecutive calendar days of service. Said evaluation will be in accordance with the process jointly established by the Bargaining Unit and the District and involves completion of two types of documents as follows: Employee Feedback Worksheets ( Parts I, II, III) and Probationary Employee Evaluation (Parts A, B, C ).

### Section B. Bargaining Unit Member Improvement Plan (EIP).

The Bargaining Unit Member Improvement Plan is to be used as a tool to assist bargaining unit members in the performance of their job requirements. In the utilization of the Bargaining Unit Member Improvement Plan (EIP), the following criteria must be reviewed:

- Verbal discussion always needs to occur prior to any formal EIP.
- EIP's deal with Bargaining Unit Members' inability to perform duties in the job description, not an unwillingness to perform. Unwillingness to perform is taken care of through the discipline section of the Contract.
- EIP's result when persistent patterns of inability to perform duties in the job description occur.
- The intent of the EIP is not to build a case for termination. EIP's are not to be used as documentation for termination. However, if an EIP does not work, the Bargaining Unit Member is to be informed that the EIP is discontinued, but it will remain as a part of the employee's record.
- EIP's that do not result in the person's acceptable performance may move to a disciplinary mode.
- An Oversight Committee of two Bargaining Unit representatives and two District representatives will be established to review EIP procedural issues.
- Training/education on the EIP process will be provided.

## ARTICLE XVIII HOLIDAYS AND VACATIONS

### Section A.

All regular, permanent, seniority Bargaining Unit Members will receive holiday pay calculated at the rate of their regular straight-time rate (exclusive of any premiums) as determined on a normal daily basis for the holidays listed below

provided the day falls within their scheduled work year. In the event the District provides teachers with a holiday not listed below which would cause a loss of work day for Bargaining Unit Members covered by this Contract, Bargaining Unit Members shall receive pay for that day pursuant to the same conditions found herein. If the work year for the Bargaining Unit Member starts during the week containing Labor Day or starts the week prior to Labor Day, Labor Day shall be a paid holiday for that Employee. If the work year for the Bargaining Unit Member includes the week containing July 4th or the week prior to July 4th, July 4th shall be a paid holiday for that Bargaining Unit Member. As a condition of eligibility to receive holiday pay, a Bargaining Unit Member must work his/her regularly scheduled workday before and after the holiday. A Bargaining Unit Member on approved vacation, personal or pre-approved sick day, shall be considered to have worked that day for purposes of this provision.

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

#### Section B.

The holidays that fall on a Saturday shall be observed on the preceding Friday, and the holidays that fall on a Sunday shall be observed on the following Monday. However, the District reserves the right to change dates so long as changes are made with prior discussion with the Bargaining Unit prior to Opening Day each year.

#### Section C.

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

#### Section D.

A Bargaining Unit Member who is scheduled to work on any holiday set forth above and does not work said day, shall receive no holiday pay for such day. Bargaining Unit Members will be paid triple time for all authorized hours worked on a holiday.

#### Section E.

If scheduled to work, employees who are eligible for a personal day may, at the employee's option, take a personal day on Martin Luther King's Birthday with proper advance notice to his/her supervisor.

#### Section F.

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

1. Vacation leave with pay may not be taken until earned; however, the Superintendent may, in exceptional circumstances, grant an exception to this requirement.
2. An eligible Bargaining Unit Member must receive pay for eighty percent (80%) of the scheduled work time within a given calendar month to earn vacation credit under the below schedule.
3. Bargaining Unit Members will earn vacation leave with pay according to his/her most recent anniversary date of hire in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Time - Pay</u>
a. Less than 1 year of service	.42 day each calendar month worked up to a maximum of five (5) days
b. 1 year, but less than 4 years of service	.84 day for each calendar month worked, up to a maximum of (10) working days
c. 4 years but less than 7 years of service	One (1) day for each calendar month worked, up to a maximum of twelve(12) working days
d. 7 years but less than 9 years of service	1.17 days each calendar month worked up to a maximum of fourteen (14) working days
e. 9 years but less than 12 years of service	1.25 days of each calendar month worked up to a maximum of fifteen (15) working days
f. 12 years but less than 15 years of service	1.34 days for each calendar month worked, up to a maximum of sixteen (16) working days
g. 15 years but less than 19 years of service	1.50 days for each calendar month worked, up to a maximum of eighteen (18) working days
h. 19 years or more of service	1.67 days each calendar month worked, up to a maximum of twenty (20) working days

- i. 20 years or more of service                      See APPENDIX A., Section B. Longevity
  
- 4. The vacation year for all Bargaining Unit Members is from one anniversary date to the next. All vacation leave with pay earned in the preceding year (anniversary date to anniversary date) must be taken in the vacation year and no accumulation of vacation leave with pay is permitted unless authorized by the District in writing, provided, that Bargaining Unit Members may accumulate and carry-over from year-to-year ten (10) work days of vacation leave credit. However, it is further understood and agreed that Bargaining Unit Members may not take a continuous vacation at any one time longer than the applicable vacation time provided for in Section E above.
  
- 5. Paid holidays (as set forth in this Article) falling within a scheduled vacation period shall not be charged against the earned vacation time.
  
- 6. The parties understand and agree that the more time the District has to consider a vacation request (including opportunity to secure substitutes) the more likely the request will be granted. In order to determine Bargaining Unit Member's preferences, Bargaining Unit Members are required to submit a written application stating their first (1st) and second (2nd) choices for their vacation period and submit the application to their immediate supervisor for approval at least five (5) working days prior to the requested period. When conflicts in scheduling arise, preference will be given to the Bargaining Unit Member with the most seniority.
  
- 7. Unless otherwise authorized by the Bargaining Unit Member's supervisor, vacation leave with pay must be taken in increments of not less than one-third (1/3) of a working day.
  
- 8. A Bargaining Unit Member who voluntarily resigns will be paid for all earned vacation leave with pay if the Bargaining Unit Member gives the District at least two (2) weeks advance written notice of the resignation.
  
- 9. New Bargaining Unit Members will not be eligible to take any vacation time until they have completed six (6) months of employment. Employees who are terminated by the Board during the probationary employment shall lose accrued vacation time.

Section G.

A vacation may be waived by a Bargaining Unit Member and extra pay received for work during that period only upon written permission from the Superintendent. The District reserves the right to require a Bargaining Unit Member to waive earned vacation time and pay additional salary for work during that period or to reschedule the vacation when the efficient operation of the school system so requires.



Should Bargaining Unit Member be required to waive normal vacation time, the compensation rate for such time shall be at the Bargaining Unit Member's contractual rate of pay.

Section H.

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

ARTICLE XIX  
LEAVES OF ABSENCE WITH PAY

Section A. General Leave Conditions.

1. The District shall furnish each Bargaining Unit Member with a written statement on his/her check stub setting forth the total accumulated sick leave credit for said Bargaining Unit Member.
2. A Bargaining Unit Member who is unable to work because of personal illness or disability and who has exhausted all paid sick leave and Family Medical Leave (FMLA) benefits, shall upon application, be granted an unpaid leave of absence for the duration of such illness or disability up to one year. Leave of absence may be renewed each year upon written request and approval by the District.
3.
  - a. An Employee who is off work due to a covered occupational illness or injury, and who receives Workers' Compensation benefits for fourteen (14) days or more, shall receive up to seven (7) days sick leave reimbursement from the District if that Employee has used accumulated sick leave to cover the Workers' Compensation waiting period (or any portion thereof).
  - b. Upon request, the Employer shall pay to such Employee the difference between his/her compensation and benefits received under the Michigan Workers' Compensation Act for the duration of such absence, or until such amounts paid by the Employer shall be prorated against the Employee's sick leave pay and paid until the Employee returns to work or has exhausted the prorated amount in his/her sick leave bank.
4. If a Bargaining Unit Member has completed ten (10) or more years of service in the SISD School System, he/she will be paid for all accumulated, unused sick days up to a maximum of ninety (90) days at a rate of one-half his/her current pay scale (regular classification rate) but not less than \$30.00 per day for full-time Bargaining Unit Members (prorated for part-time Bargaining Unit Members) if he/she terminates his/her employment with the exception of dismissal due to disciplinary action.

5. Employees shall have the option to use a full personal day (no partial) to cover days off due to scheduled non instructional days at the ISD.

**Section B. Sick Leave Credit Accrual.**

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

**Section C. Bereavement Leave.**

Bargaining Unit Members will be granted bereavement leave as follows:

1. A maximum of five (5) paid leave days whenever there is a death in the Bargaining Unit Member's immediate family, provided the Bargaining Unit Member is required to be engaged in making necessary arrangements concerning the settlement of the estate or the funeral arrangements. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, and grandchildren.
2. A maximum of three (3) paid leave days under the same conditions as noted above for the death of a step-mother, step-father, step-child, grandchild, father-in-law, mother-in-law, grandparent and legal guardian, or any member of the household.
3. A maximum of two (2) paid leave days under the same conditions as noted above for the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and/or nephew.
4. Extensions may be granted upon approval by the Superintendent or his designee, however, sick days may be used.
5. Personal business days or sick days if personal days are not available may be used for the death of a grandparent-in-law.

**Section D. Personal Business, Emergency Leave.**

Bargaining Unit Members shall be allowed to take a maximum of three (3) days, or twenty-four (24) hours (hours will be prorated based on hours worked) per

year for personal business and emergency leave that require their attendance at activities during their regular work day, provided that such activities cannot be arranged at some other time. Unless otherwise approved by the Bargaining Unit Member's immediate supervisor personal business days shall not be taken in increments of less than one-half (1/2) of a working day. It is distinctly understood between the parties that these days may only be granted for doing those activities that constitute personal business and are not any other type of business engaged in by a Bargaining Unit Member for the purpose of making economic gains outside their regular employment. Should a Bargaining Unit Member be found abusing this section by the District, harsh discipline will be used (time off without pay). Personal business day requests must be made at least seventy-two (72) hours in advance except in the case of an emergency and on forms provided by the District. Bargaining Unit Members must obtain approval from their immediate supervisor prior to taking a personal business day. Personal business days will be added to the Bargaining Unit Member's bank on July 1 each year.

At the end of each school year, accrued but unused personal days may be carried over from one year to the next (not to exceed a total of six [6]) and utilized as personal business days. Accumulated personal business days beyond six (6) shall be converted to sick days and will accumulate according to the provisions of this article.

#### Section E. Jury Duty.

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

#### Section F.

Bargaining Unit Members who work during the summer and who do not receive vacation benefits, but who actually work 230 days during a school year (including waiver days) shall receive, two (2) additional personal business days. Said additional personal business days shall be subject to the same terms and conditions as specified in Section D above. These additional personal business days will be added to the Bargaining Unit Member's bank on September 1 each year.

#### Section G.

Bargaining Unit Members who are determined to have exhibited a pattern of being absent without pay shall be subject to the just cause provisions of the Contract.

ARTICLE XX  
LEAVES OF ABSENCE - UNPAID

Section A. Length and Eligibility.

Leaves of absence without pay or benefits up to one (1) year in duration may be granted upon written request from an employee. More than five (5) consecutive without pay will constitute an unpaid leave.

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

Section B. Reasons for Leaves of Absence.

1. Child Care Leave: Childcare leave will be granted in accordance with the provisions of FMLA. Requests for Childcare leaves beyond the scope of FMLA will be granted in accordance with Section A. of this article.
2. Leaves for other purposes may be granted at the discretion of the Supervisor/Board upon written request.
3. Leave of absence for service in a governmental agency may be granted.
4. Members of the Bargaining Unit elected to State or National Association positions or selected by the Bargaining Unit to do work which takes them from their employment with the District shall at the written request of the Bargaining Unit receive temporary leaves of absence without pay or benefits for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be re-employed at work with accumulated seniority.
5. An educational leave of absence may be granted, upon application.
6. A personal leave of absence may be granted, upon application.
7. A military leave of absence shall be granted to any Bargaining Unit Member who shall be inducted for military duty in any branch of the armed forces of the United States. Upon return from such leave, a Bargaining Unit Member shall be placed in the same classification and experience level as he/she would have been had he/she worked in the District during such period.

Section C. Return From Long Term Leave of Absence.

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

Section D. Family Medical Leave Act.

Bargaining Unit Members will be permitted leaves pursuant to the provisions of FMLA. Such leaves will be coordinated with other leave provisions (paid and unpaid) provided under the Contract.

Section E.

For purposes of determining adjustments to seniority dates made pursuant to Article XX, Leaves of Absence-Unpaid, Section A. Length and Eligibility. #1 and #2, calendar days will be used in the calculation.

ARTICLE XXI  
BENEFIT COVERAGE

1. The District agrees to provide to full-time bargaining unit members hired before July 1, 2011, the following benefit plans for a full twelve month period for the bargaining unit member. Employees shall not be eligible for insurance until the first of the month subsequent to completion of thirty (30) calendar days from the date of employment and/or eligibility. Eligible full-time bargaining unit members hired after July 1, 2011, shall only be entitled to the employee only single health care plan.

Plan A For Employees Electing District Health Plan Coverage

District Health Care Plan Office visit \$10  
Annual plan deductibles:  
\$500.00 – single  
\$1000.00 – two person/family  
RX co-pay  
\$10.00 – generic  
\$20.00 – preferred brand  
\$40.00 – brand  
DAW penalty  
Retail Refill Limit/Maintenance Drugs. Mail  
Order Refill/2 Co-Pay for 90 Day Supply

Long Term Disability 66 2/3%  
45 Work days I  
\$2,000 Maximum monthly income  
Alcohol/Drug and Mental/Nervous same  
as any other illness.

Dental Plan District self-funded plan

Vision District self-funded plan

Life Insurance \$20,000 AD & D

Employee Premium Sharing – Plan A.

Eligible employees electing Plan A benefits shall be required to pay, through a pre-tax payroll deduction plan, monthly premiums in accordance with the below schedule:

<u>Plan</u>	<u>District %</u>	<u>Employee %</u>
Single	80%	20%
2 Person	80%	20%
Family	80%	20%

Plan B For Employees Not Electing District Health Care Plan

Long Term Disability 66 2/3%  
45 Work days I  
\$2,000 Maximum monthly income  
Alcohol/Drug and Mental/Nervous same as any other  
illness

Dental Plan District self-funded plan

Vision District self-funded plan

Life Insurance \$20,000 AD & D

Employee Premium Sharing – Plan B.

Eligible employees electing Plan B benefits shall be required to pay, through a pre-tax payroll deduction plan, the following amounts:

\$30.00

2. Part-time bargaining unit members shall be provided Life coverage as specified above.
3. The District will provide information about benefit plans at the time of initial employment/eligibility and/or upon request. It shall be the responsibility of all bargaining unit members to apply for new coverages or changes in coverage within the time limits prescribed by the insurance carriers.
4. The benefit plan coverages listed herein shall be discontinued effective the date the bargaining unit member's services are terminated or he/she goes on a leave of absence without pay or is laid off (Except as stated in ARTICLE XX). Such bargaining unit members shall be eligible for continuation of such benefits through COBRA and whatever conversion terms and conditions the carrier so designates subject to all terms and conditions as provided by the plan carrier. It is understood that the District assumes no liability in this regard.
5. Cash In Lieu of Health Coverage (Under IRS Regulations). Only Available to Employees Hired before 7/1/2011.

All full-time employees who have health coverage through another carrier and who do not elect Plan A coverage as specified above, shall receive cash in lieu of health coverage in the amount of \$200.00 monthly.

6. Right to Select Carriers.

Any benefits provided for by this agreement shall be provided through a self-insurance plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the District. "Insurance companies" include regular line insurance companies and non-profit organizations providing such benefits described herein. If these benefits are insured by an insurance company, all benefits are subject to the provisions of the policies between the District and the insurance company. Notwithstanding this section, the level of benefits shall remain substantially the same.

## ARTICLE XXII SAVINGS CLAUSE

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

## ARTICLE XXIII PROFESSIONAL IMPROVEMENT

### Section A.

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

### Section B.

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

### Section C. Special Education Teacher Tuition Reimbursement Benefit.

The District may establish a special education teacher tuition reimbursement benefit fund. Upon successful completion of a course that is recognized by an institution of higher education as credit toward the attainment of a four year special education teacher's degree, bargaining unit members may be eligible for tuition reimbursement. Tuition reimbursement shall be limited to the actual cost of the course, not to exceed one hundred fifty dollars (\$150.00) per credit hour. Reimbursement shall only be made upon presentation of written substantiation acceptable to the District. Successful completion of a course shall be considered as a final grade of 2.0 or higher for a graded course, or a "pass" for a non-graded course. The District shall retain the discretion to determine the amount of the fund, if any, within its sole discretion, without challenge or resort to the grievance procedure. In the event that eligibility for tuition reimbursement under this Section exceeds the total amount of the special education teacher tuition reimbursement benefit fund in any contract year, the District shall reimburse, without grievance, in a proportionate manner determined by the District. Requests for reimbursement must be made in accordance with the time frames established by the District.



**Section D. Team Leader Stipend.**

Bargaining Unit Members who serve as Building Team Leader or District Team Leader shall be eligible to receive the following stipend:

Building Team Leader      \$350.00

The stipend shall be paid at the end of the school year.

**ARTICLE XXIV  
NO STRIKE**

**Section A. No Strike.**

The Bargaining Unit and the District recognize that strikes and other forms of work stoppage by Bargaining Unit Members are contrary to law and public policy.

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

**Section B. No Unfair Labor Practices.**

The District agrees that it will not, during the period of this Contract, directly or indirectly, engage in or assist in any unfair labor practice against the Bargaining

Unit or its members as defined by Section 10 of the Public Employment Relations Act.

**Section C.**

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

ARTICLE XXV  
DURATION OF CONTRACT

Section A.

This Contract shall be effective as of this 1st day of July, 2011 and shall continue in effect through June 30, 2013.

Section B.

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

Term of Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Saginaw Intermediate School District

United Steelworkers, AFL-CIO-CLC

\_\_\_\_\_  
SISD Board President

\_\_\_\_\_  
International President

\_\_\_\_\_  
SISD Board Secretary

\_\_\_\_\_  
International Secretary-Treasurer

\_\_\_\_\_  
SISD Superintendent

\_\_\_\_\_  
Int'l Vice President-Administration

\_\_\_\_\_  
Int'l Vice President-Human Affairs

\_\_\_\_\_  
Director, District 2

\_\_\_\_\_  
Staff Representative

Negotiating Committee  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS

Re: Transitions Center Job Coach Positions

THIS MEMORANDUM OF UNDERSTANDING is made by and between the parties, Saginaw Intermediate School District (hereinafter referred to as "the District") and the United Steelworkers.

The parties have reached understandings regarding the terms and conditions of employment for certain positions assigned to the Transitions Center in the classification of "Job Coach," including, but not limited to, food services job coaches, hospitality technician job coaches, and janitorial services job coaches (hereinafter collectively referred to as "Job Coaches"), as follows:

1. **Bargaining Unit Positions** - The Job Coaches shall be included in the United Steelworkers bargaining unit.
2. **Non-Exclusivity** – Nothing contained in this Memorandum of Understanding shall change or alter the Job Coach positions or employment with Carrollton Public Schools. The Job Coaches shall operate as a part of the United Steelworkers bargaining unit only for the work performed for the Transitions Center professional development program.
3. **Management Rights** – The District shall maintain all management rights over the Job Coaches as it does over any other United Steelworker bargaining unit position. In addition, the District shall maintain complete and absolute discretion, with advance notice, in assigning hours of work in accordance with need, including, but not limited to, starting and ending times, frequency of work and the scheduling of any meetings. There shall not be any guarantee for hours of work or number of days of work per year. There shall be no restrictions, except as required by law, on the number of hours the District may schedule a Job Coach to work.
4. **Probationary Period** – The probationary period for any of the Job Coaches shall be 180 working days. During the probationary period, any individual holding one of the Job Coach positions may be terminated with or without cause, at any time, with or without notice. Termination during the probationary period shall not be subject to grievance or arbitration.
5. **Seniority** – The Job Coaches shall have seniority only within their classifications. Job Coaches' classification seniority shall have no application whatsoever outside of their specific classification. Job Coaches' classification seniority is not transferable for any purpose. No other United Steelworker bargaining unit member shall be eligible to exercise his/her seniority to voluntarily or involuntarily displace (including,

but not limited to bumping or bidding), based on seniority, qualifications or experience, any of the persons at the Transitions Center in any Job Coach position. Seniority for Job Coaches shall terminate for the same reasons identified in Article XIV D of the collective bargaining agreement.

6. **Layoff/Recall** – Layoff from any Job Coach position shall be according to need at the Transitions Center only, or for economic reasons as determined by the District. The Job Coaches at the Transitions Center shall not be affected by the actual or needed layoffs of any other United Steelworker personnel at any other location. For purposes of layoff/recall, Job Coaches shall hold seniority only in their incumbent position and shall not be able to bump, bid or voluntarily displace any other position outside of the Transitions Center Job Coaches positions.
7. **Vacancies/Transfers** – The District shall post district-wide for 10 days any Job Coach vacancy. While the District will give consideration first to internal candidates in its sole discretion, the District shall maintain the absolute and complete right to interview and hire candidates from outside of the District. The District shall fill all vacancies according to qualifications and experience as determined by the District. Should the District select an internal candidate, the candidate shall be subject to the terms and conditions of this Memorandum of Understanding. There shall be no time restrictions on the filling of Job Coach vacancies.

Should the District award an internal bargaining unit candidate a Job Coach position and the position is later eliminated or the Job Coach is laid off, the individual will retain seniority in his/her former non-Job Coach position, without accumulating any additional seniority toward his/her former position while in the Job Coach position. However, District seniority shall continue while the employee is in the Job Coach position. The laid off individual may then exercise his/her rights, if any, to bump back in to other non-Job Coach United Steelworker positions. In addition, any internal candidate that accepts a Job Coach position will be subject to the 180 day probationary period herein, however, should they fail to complete the 180 day period successfully, through no misconduct of their own, they may return to their former job classification ( not necessarily the same assignment) if it still exists.

All transfers shall be at the complete and absolute discretion of the District. The Union shall not grieve the District's failure to accept an internal candidate's application or failure to interview, hire or transfer from within the District or bargaining unit.

8. **Overtime** – The District shall pay overtime according to the actual hours worked over forty (40) per week as a United Steelworker bargaining unit position, excluding time worked as a Carrollton employee. The District shall assign Job Coach overtime according to need and shall assign it to the most qualified Job Coach first. The Job Coach classification shall not have seniority rights for purposes of overtime assignment to any other United Steelworker group or classification work.

9. **Grievance Procedure** – The Job Coach positions shall have access to the grievance and arbitration procedure for contract interpretation matters only, including interpretation of this memorandum of understanding, but excluding discipline and discharge. The District shall provide the non-probationary Job Coaches a grievance and non-binding mediation (as the last internal step) process for any discharge and disciplinary matter. No general United Steelworker bargaining unit past practices shall exist or apply to the Transitions Center Job Coach classification. Non-binding mediation shall be the employee's exclusive remedy for purposes of discipline and discharge matters pertaining to the parties' collective bargaining agreement.
  
10. **Wage Deviation Responsibilities** – Wage deviation reporting, monitoring and documentation responsibilities are critically important to the successful completion of the Job Coaches' duties and responsibilities. As such, a Job Coach's failure to adequately perform the wage deviation responsibilities of the position, as determined within the District's sole discretion, may result in discipline, up to and including discharge.
  
11. **Compensation** – Job Coaches will continue to receive their current hourly or salary wage. They shall be entitled to any across-the-board wage increases that are applicable to other bargaining unit members. Job Coaches shall not be subject to any type of additional pay, including, but not limited to, premium pay, call-in pay or split shift pay, except as required by state or federal law.
  
12. **Benefits** – The District shall pay Job Coaches all of the collective bargaining agreement benefits based on the total hours worked in any United Steelworker bargaining unit classification per week.
  
13. **Conflicts with Collective Bargaining Agreement** – This Memorandum of Understanding shall, whenever in conflict with the parties' collective bargaining agreement, prevail with regard to any wage, hour, benefit or other term or condition of employment concerning Job Coaches.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE DISTRICT:

SAGINAW INTERMEDIATE SCHOOL  
DISTRICT

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

FOR THE UNION:

UNITED STEELWORKERS

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the United Steelworkers.

The SISD and United Steelworkers have mutually agreed that transportation Bargaining Unit Members scheduled to work a summer school schedule shall incur no loss of fringe benefits as a result of the granting of a waiver changing the weekly schedule from five (5) days.

FOR SISD:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR UNITED STEELWORKERS:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the United Steelworkers.

The SISD and United Steelworkers have mutually agreed that in the event subcontracting of non-instructional support services is no longer a prohibitive subject of bargaining, the Contract will be opened for the purpose of bargaining this Article only and the language as stated below shall be the basis for bargaining.

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

FOR SISD

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

FOR UNITED STEELWORKERS

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

DATED: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS**

Re: Verification for Use of Sick Days

THIS MEMORANDUM OF UNDERSTANDING is made between the parties, Saginaw Intermediate School District ("District") and the United Steelworkers.

In full and final settlement of consolidated grievance numbers 1-02-03 and 4-02-03, and for future practice regarding the District's right to request verification for use of sick days, such as a doctor's excuse, the parties agree as follows:

1. That bargaining unit members are to use sick days for absence due to a bargaining unit member's personal illness or disability, illness-related appointment, to care for an immediate family member who is ill, or to attend to an immediate family member's medical or nursing care pursuant to the collective bargaining agreement.
2. That the misuse or abuse of sick days for non-illness or disability or nursing or medical care reasons per the collective bargaining agreement is a violation of the contract that may subject an individual to discipline up to and including discharge.
3. That the misuse or abuse of sick days by an individual may create added work unfairly for another bargaining unit member and may result in added costs to the District.
4. The District recognizes that most bargaining unit employees use sick days appropriately. However, in those instances where the District has reason to believe that an individual is misusing or abusing sick days, the District will give the Union advance notice of its concern and may request a doctor's certification of illness, or other documentation as required to support the absence.
5. The District does not intend nor desire to have every absence for all bargaining unit members verified each time individuals use sick days.
6. Nothing in this Memorandum of Understanding shall change the collective bargaining agreement between the parties or any SISD policy regarding use of sick leave or otherwise.



FOR THE SISD:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FOR THE UNITED STEELWORKERS:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and United Steelworkers.

The SISD and United Steelworkers have mutually agreed to incorporate the three (3) West Saginaw County Consortium Secretaries into the United Steelworker bargaining unit effective March 1, 2001. The following conditions shall apply:

**Wages**

1. Jean Seaver will be classified as a Support Secretary, Step 8.
2. Brenda Yockey will be classified as a Support Secretary, Step 8.

**Vacation**

1. Jean Seaver and Brenda Yockey are not eligible for vacation earning in their current positions.

**Seniority in Current Position**

It has been agreed that for purposes of seniority in their current position, a "firewall" shall be created based upon the following dates:

1. Jean Seaver                3-25-93
2. Brenda Yockey            10-30-95

**Seniority in United Steelworkers Unit**

The District and Group seniority date for all is March 1, 2001. For purposes of exercising seniority, the following shall apply:

1. Jean Seaver    #1
2. Brenda Yockey #2

**Benefits**

The two secretaries shall bring all accumulated personal business time, vacation and sick leave with them and be credited with such effective March 1, 2001.

MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS

This Memorandum of Understanding and Agreement is made by and between the parties, SAGINAW INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "School District") and the UNITED STEELWORKERS (hereinafter referred to as the "Union").

This Memorandum of Understanding and Agreement shall confirm the understanding of the parties concerning an employee's right to representation when discipline is contemplated. In this regard, the parties understand and agree that although a probationary employee may have no recourse to the parties' grievance and arbitration procedures for termination with or without just cause, a probationary employee must still receive protection of union representation, if requested, in a meeting where discipline is pending. It is further understood and agreed that all *Weingarten* limitations that apply to non-probationary employees shall also apply to probationary employees.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

FOR THE SCHOOL DISTRICT:

FOR THE UNION:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS**

**Discipline – Unattended Students**

This Memorandum of Understanding and Agreement is made by and between the parties, SAGINAW INTERMEDIATE SCHOOL DISTRICT (hereinafter referred to as the "Employer") and the UNITED STEELWORKERS (hereinafter referred to as the "Union").

It is understood and agreed that the Union acknowledges that leaving a student unattended on a bus is a serious infraction which could result in discipline up to and including discharge.

This Memorandum of Understanding and Agreement is understood and agreed to by and between the parties on the date and year written below.

**FOR THE DISTRICT:**

SAGINAW INTERMEDIATE SCHOOL  
DISTRICT

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

**FOR THE UNION:**

UNITED STEELWORKERS

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## **ADDENDUM #8**

### **SAGINAW INTERMEDIATE SCHOOL DISTRICT**

#### **DRUG AND ALCOHOL TESTING PROGRAM AND POLICY**

##### **SECTION 1 - POLICY STATEMENT:**

Saginaw Intermediate School District (the "District") and United Steelworkers Local 9521 (the "Union") recognize that the presence and influence of drugs and alcohol in the workplace is inconsistent with employee safety and the efficient operation of the District.

District policy prohibits the presence of illegal drugs on District premises and prohibits employees from selling, using, possessing, manufacturing, working or attempting to work under the influence of illegal drugs or alcohol as well as unauthorized selling, transferring, purchasing or abusing prescription or other legal drugs during working hours. Illegal drugs are defined as illegal under federal, state or local laws. The term "drug(s)" shall hereinafter include illegal, prescription, and legal drugs.

District policy prohibits the possession of alcoholic beverages in the workplace and the consumption of alcoholic beverages in the workplace.

All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Compliance with this policy is made a condition of employment.

##### **SECTION 2 - IMPLEMENTATION AND ENFORCEMENT OF POLICY:**

It is the policy of the District to administer drug and alcohol tests under the following conditions:

- A. Pre-Hire testing;
- B. Reasonable cause testing;
- C. Post-accident testing;

###### **A. Pre-Hire Testing**

All applicants who are conditionally considered for employment will, as a final step in the employment process, be required to submit to a drug screen test. If the applicant refuses to consent to the drug screen, the applicant will be denied employment. If the applicant tests positive, the applicant will be denied employment.

Recall of employees that are laid off will also be subject to drug screening under this provision.

**B. Reasonable Cause Testing**

“Reasonable Cause” is the observance of abnormal or unusual on-duty behavior of an individual employee which:

- (1) Is observed on-duty by a supervisor trained to recognize the symptoms of drug abuse, impairment or intoxication, and confirmed by another observer (which observations shall be documented by the supervisor); and
- (2) Is the type of behavior which is a recognized and accepted symptom of intoxication or impairment caused by controlled substances or alcohol or addiction to or dependence upon said controlled substances; and
- (3) Is not reasonably explained as resulting from causes other than the use of controlled substances (such as, but not by way of limitation, fatigue, lack of sleep, side effect of prescription or over-the-counter medications, reaction to noxious fumes or smoke, etc.);

Supervision will utilize a written cause incident checklist when an incident has occurred which provides reasonable cause to believe that an employee is under the influence of a prohibited drug substance or alcohol. Union representatives will be trained on the checklist to identify possible drug and/or alcohol use. Union representatives will also attend an approved training program which is comparable to the training program currently in place for Department of Transportation regulated drivers.

Absent emergency circumstances, reports of drug use or abnormal behavior which are not confirmed by another observer shall not constitute reasonable cause.

When supervision has determined that reasonable cause exists, the proper steward or other appropriate Union representative shall be present to assist the employee. The employee will also be asked to sign a Drug and Alcohol Test Authorization and Release.

When supervision has determined that reasonable cause exists, the District will provide the employee with transportation to the designated collection site for the collection of the testing sample. In the event the employee is suspected of using or being under the influence of alcohol, the employee may be given a breath test

at the District's discretion. The written directive to produce such a sample shall contain a statement that failure to submit the sample at the required place and time will be considered as a positive test.

### **C. Post-Accident Testing**

Employees may be required to provide a urine sample to be tested for the presence of alcohol and/or controlled substances as soon as possible after an on the job accident that results in:

- (1) An on-the-job injury as defined by the Occupational Safety and Health Administration;
- (2) The death of a human being;
- (3) Bodily injury to a person who, as a result of the injury, immediately received medical treatment away from the scene of the accident;
- (4) One or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle; or
- (5) Any accident, including property damage, when combined with substantiated observation it appears that the employee might reasonably have avoided the accident or minimized the consequences, but did not do so.

An employee who is seriously injured, making them unable to provide a urine/blood specimen, shall give to the District necessary authorization to obtain hospital reports and other documents that would indicate the presence of any controlled substances in their system.

### **SECTION 3 - TESTING PROCEDURE**

The collection of urine samples for drug tests will be conducted in accordance with the procedures of the collection clinic designated by the District.

All time associated with the drug and/or alcohol testing procedure will be considered working time and employees will be paid at their applicable rate of pay.

The appropriate Union official will be notified of all individuals who have been requested to take a drug and/or alcohol test.

The District wishes to protect the dignity of the employee. Employees who attempt to, or actually provide adulterated or false samples will be terminated.

Breath and urine specimens shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested or prepared for testing.

The testing shall be done by a laboratory certified by the State of Michigan as a medical and forensic laboratory which complies with the Scientific and Technical Guidelines for Federal Drug Testing Programs and the Standards for Certification of Laboratories Engaged in Urine Drug Testing for Federal Agencies issued by the Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and Human Services ("DHHS")

Employees asked to provide samples for drug and alcohol testing pursuant to this policy will be required to cooperate and to sign a consent form (attached hereto as Exhibit A). Any employee who fails or refuses to submit to testing when requested will be considered as having tested positive for purposes under this program and policy.

The District will determine if the employee asked to take a drug or alcohol test should be permitted to work during the time between providing the sample and the receipt of the test results. If the test results are negative, the employee will be compensated at the applicable rate of pay for all hours that he would have been scheduled to work.

**A. Employee Privacy**

Testing will be conducted with concern for the personal privacy of each employee. Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law.

**B. Availability of Test Results**

The results of any drug test and records connected with the testing procedure will be made available to the individual tested upon written request. The results of the tests themselves are reviewed by the Medical Review Officer (MRO). If the tests are positive, the individual tested will be advised of the results and the type of drug or drugs discovered. After notification of the final positive determination, the employee has seventy-two hours to request a test of the "split specimen" at another DHHS certified laboratory.

**C. Retesting of Original Split Specimen.**

The District will direct that split samples be taken with the confirming test to be a gas chromatography/mass spectrometry (GC/MS). If the first test and confirmation test on the first sample are positive and the employee elects to have the second sample tested, the employee will be required to pay for the retest in advance. If the employee elects to have the split sample tested, the District will advise the DHHS certified laboratory selected by the employee.



Should the results of such retest be negative, the District shall reimburse the employee for all costs related to such retesting of the "split specimen." Further, the employee shall not suffer any discipline or loss of wages as a result of the initial positive test.

**D. Prescription and Non-Prescription Medicine**

Before any drug test is given, the employee may note the use of any prescription or non-prescription medications. The laboratory procedures will report the significant presence of all prescription and non-prescription drugs.

Any employee using a medication which their physician has advised the employee the use of such medication may affect the employee's ability to perform the duties of their position, shall promptly notify the Director of Human Resources, or her designee, that they are currently using such medication.

**SECTION 4 – STANDARDS**

The District will use the Federal Department of Transportation standards for determination of compliance to this policy for drugs. The District will utilize the standards which are current at the time of the drug test. The standards are found at 49 CFR 40.29.

The District will use the State of Michigan standards for permissible blood alcohol content. The District will utilize the standards which are current at the time of the blood alcohol test. The standards are found at MCL 257.625(1)(b).

**SECTION 5 - DISCIPLINE**

The District will use the Federal Department of Transportation standards for determination of compliance to this policy for drugs. The Company will utilize the standards which are current at the time of the drug test. The standards are found at 49 CFR 40.29.

The District will use the State of Michigan standards for permissible blood alcohol content. The company will utilize the standards which are current at the time of the blood alcohol test. The standards are found at MCL 257.625(1)(b).

In the event an employee tests positive for drugs or alcohol, the employee admits violating this policy after being asked to submit to a drug or alcohol test, or the employee refuses to take a drug or alcohol test, the employee shall be discharged from employment.

## **SECTION 6 - VOLUNTARY DISCLOSURE**

An employee who seeks voluntary assistance for alcohol and/or substance abuse will not be disciplined for seeking such assistance. Any such request from an employee for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. An employee enrolled in a substance abuse program shall be subject to all District rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for illness. The employee will be required to sign a "Last Chance Agreement" to be able to continue their employment with the District (Exhibit B, attached hereto). If the employee refuses to sign the Last Chance Agreement, the employee will be terminated.

- (1) The Last Chance Agreement requires an employee to participate in a District and Union approved employee assistance program (EAP) as a condition of continued employment. If the employee does not follow the directions of the rehabilitation professionals, attend all counseling sessions and/or treatment programs, the employee will be terminated.
- (2) All time associated with a District and Union approved EAP or rehabilitation and aftercare program will be considered non-work time and, therefore, non-compensable. Employees will be allowed to utilize accrued, unused sick time and/or vacation time for this purpose. If the program cannot be scheduled outside of working hours, employees will be released from work to attend the program during working hours. The District shall be provided with as much notice as possible that the employee will need time away from work for this purpose. If necessary, employees shall be granted a leave of absence, not to exceed 60 calendar days, from work for the time required to complete the rehabilitation program. The leave shall be without pay but with applicable benefits and seniority rights will continue during the period of rehabilitation.
- (3) Upon completing the EAP referral, the District reserves the right to require the employee to submit to periodic drug and/or alcohol testing, without advance notice, for a period of one year (the "Follow Up Test"). An employee who tests positive in a Follow Up Test will be terminated. An employee who refuses to comply with a request to submit to a Follow Up Test will be terminated.
- (4) Upon successful completion of the rehabilitation program and a negative test, the employee will be returned to regular employment status under the terms of a last chance agreement. The terms of the last chance agreement will state that automatic termination of employment will result for any violation of the drug and alcohol policy. The last chance

agreement will further state that the employee will not be entitled to any recourse through the grievance and/or arbitration procedures.

## **SECTION 7 - CONFIDENTIALITY**

Testing information will be disseminated only on a "need-to-know" basis to persons directly responsible for the initial or continued employment decisions not to exceed executive level management. The testing program of the District will avoid, to the fullest extent possible, acts which may contribute to injuring the reputation of the tested individuals.

**EXHIBIT A**

**DRUG AND ALCOHOL TEST AUTHORIZATION AND RELEASE**

I, \_\_\_\_\_, hereby authorize the Saginaw Intermediate School District (the "District"), pursuant to its drug and alcohol testing program and applicable law, to conduct drug and alcohol tests through its designated physicians or consultants. I voluntarily consent to all such examinations and tests and authorize the release of the results to the District's EAP Administrator, in accordance with applicable law. The release of the results is not to be given to any other person or entity without my express written authorization.

I understand that if I refuse to sign this release or refuse to cooperate with the testing, my refusal will be considered as a positive test. The District will provide transportation to the designated collection site for the collection of the testing sample.

Signed this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

## **EXHIBIT B**

### **LAST CHANCE AGREEMENT**

I understand that my continued employment at the Saginaw Intermediate School District (the "District") is based upon the following terms for a period of twelve (12) months from the date of my return to work:

1. I have enrolled and I will continue to participate in a rehabilitation and aftercare program as referred by the EAP. I understand that I will be required to successfully complete this program and attend all support group meetings and aftercare for as long as the rehabilitation and aftercare program recommends. If I fail to comply with all requirements of the rehabilitation and aftercare program, my employment will be terminated.
2. I understand that I maintain my right to patient-physician confidentiality. Nevertheless, I understand that by signing this Agreement, I am giving the District the right to verify that I am successfully participating in the rehabilitation and aftercare program and to verify that I am attending all support group meetings as recommended by the professional counselors.
3. I will submit to drug and alcohol testing as required by the Follow Up Test as per section 6, subsection (3) of the Drug and Alcohol Testing Program and Policy. I understand that if I refuse to take a drug or alcohol test or if a test result is positive, I am in violation of this Agreement and my employment will be terminated.
4. I will return to work consistent with the requirements of the EAP, and I understand that I will be expected to work and perform the duties of my job.
5. I understand that this Agreement constitutes the condition of my continued employment with the District and that my employment is in jeopardy. Any violation of these conditions will result in the immediate termination of my employment with the District.
6. It is my understanding that I will be responsible for any financial obligations incurred with the EAP and aftercare or rehabilitation program which is otherwise not covered by the District's EAP or medical plan. In all cases, the EAP provider shall consider the employee's level of insurance coverage when directing the employee to a rehabilitation and aftercare program.

7. I understand that the District retains all rights and powers stated in the District's Drug and Alcohol Testing Program and Policy, in addition to those rights and powers stated in this Last Chance Agreement.
8. I understand that if I test positive for a second time anytime during my employment, the District shall retain the unilateral and unchallenged right to immediately discharge me from employment with loss of seniority, benefits and pay. If I am discharged pursuant to this paragraph, neither I nor the Union shall have any recourse whatsoever to the grievance and arbitration procedures to challenge or otherwise question the District's decision or degree of penalty implemented.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
District Representative

\_\_\_\_\_  
Union Representative

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
UNITED STEELWORKERS**

This Memorandum of Understanding and Agreement is made by and between the Saginaw Intermediate School District (SISD) and the United Steelworkers (USW) on behalf of its Local Union 9521.

The Parties agree that some positions covered under this collective bargaining agreement may be assigned to work in school districts other than the ISD. In these cases it is understood that employees so assigned will be required to follow the schedule of the district in which they are assigned and work.

FOR THE DISTRICT:

FOR THE UNION:

SAGINAW INTERMEDIATE SCHOOL  
DISTRICT

UNITED STEELWORKERS

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SAGINAW INTERMEDIATE SCHOOL DISTRICT  
AND  
SAGINAW ISD-USW, AFL-CIO-CLS, LOCAL NO. 9521**

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT is made by and between the Saginaw Intermediate School District (SISD) and the Saginaw ISD United Steelworkers (SISD-USW).

In order to meet defined critical student healthcare needs, the district has assigned health care assistant responsibilities to two current teacher assistants, Belinda McCray and Brenda Padgett. Both employees have been and will continue to be compensated for those additional responsibilities and will remain with those assignments (students) as long as the need remains.

The District and the Union agree that these employees:

1. Will not be removed from those health care assistant assignments (students) as long as those students remain in the district.
2. Should one of the current assignments (students) leave the district, the teacher assistant currently working with that student will continue in their original position and have first opportunity to return to any new health care assistant assignment (student) prior to this assignment being posted.
3. Except as provided in number 2 above, should a similar need arise in the future those assignments will be posted per the contract with the needs of the job listed on any posting.

For SISD:

By: \_\_\_\_\_

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

For SISD-USW:

By: \_\_\_\_\_

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



**APPENDIX A**

<b>2011-2012 No Wage Increase - 0%</b>	
<b>2012-2013 No Wage Increase - 0%</b>	

\*Step increase will be effective July 1 each year.

**Secretaries**

Step	Secretaries		2011-12 Support	2012-13 Support
	2011-12 Program	2012-13 Program		
0	11.85	11.85	10.42	10.42
1	13.02	13.02	11.51	11.51
2	14.01	14.01	12.44	12.44
3	14.39	14.39	12.87	12.87
4	14.87	14.87	13.29	13.29
5	15.27	15.27	13.70	13.70
6	15.72	15.72	14.13	14.13
7	16.12	16.12	14.52	14.52
8	16.52	16.52	14.97	14.97
9	16.97	16.97	15.40	15.40
10	17.36	17.36	15.83	15.83

<b>Data Clerk</b>	<b>10.22</b>	<b>10.22</b>
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**Transportation**

	2011-12	2012-13
<b>Bus Driver</b>	<b>14.96</b>	<b>14.96</b>
<b>Bus Assistant</b>	<b>9.96</b>	<b>9.96</b>
<b>Head Mechanic</b>	<b>21.06</b>	<b>21.06</b>
<b>Mechanic</b>	<b>18.45</b>	<b>18.45</b>
<b>Dispatcher</b>	<b>14.96</b>	<b>14.96</b>

**Maintenance/Custodial**

	2011-12	2012-13
<b>Maintenance</b>	<b>16.59</b>	<b>16.59</b>
<b>Custodial</b>	<b>15.47</b>	<b>15.47</b>
<b>Farm Maintenance</b>	<b>16.01</b>	<b>16.01</b>

**Food Service**

	2011-12	2012-13
<b>Food Service Manager</b>	<b>12.96</b>	<b>12.96</b>
<b>Head Cook</b>	<b>12.90</b>	<b>12.90</b>
<b>Cook</b>	<b>10.78</b>	<b>10.78</b>
<b>Cook Assistant</b>	<b>9.91</b>	<b>9.91</b>

**Job Coach**

	2011-12	2012-13
<b>Chef/Food Service- Job Coach</b>	13.73	13.73
<b>Custodial - Job Coach</b>	13.48	13.48

**Media Production**

	2011-12	2012-13
<b>Media Prod. Leader</b>	18.22	18.22
<b>Printer</b>	14.05	14.05

**Teacher Assistants**

Step	2011-12	2012-13	2011-12 +30	2012-13 +30
	High School	High School		
1	9.91	9.91	10.03	10.03
2	10.03	10.03	10.23	10.23
3	10.23	10.23	10.44	10.44
4	10.44	10.44	10.81	10.81
5	10.81	10.81	11.15	11.15
6	11.15	11.15	11.53	11.53
7	11.39	11.39	11.78	11.78

**Teacher Assistants**

Step	2011-12	2012-13	2011-12 +90	2012-13 +90
	+60	+60		
1	10.35	10.35	10.52	10.52
2	10.67	10.67	10.97	10.97
3	10.97	10.97	11.23	11.23
4	11.29	11.29	11.53	11.53
5	11.65	11.65	11.99	11.99
6	11.99	11.99	12.31	12.31
7	12.27	12.27	12.83	12.83

**Aquatic Assistant and Health Assistant**

Step	2011-12	2012-13	2011-12 +30	2012-13 +30
	High School	High School		
	12.54	12.54	12.91	12.91

**Aquatic Assistant and Health Assistant**

Step	2011-12	2012-13	2011-12 +90	2012-13 +90
	+60	+60		
	13.41	13.41	13.97	13.97

**Hearing Impaired**

Step	2011-12	2012-13	2011-12	2012-13
	High School	High School		
	10.23	10.23	11.30	11.30

**VI Assistant**

Step	2011-12	2012-13	2011-12	2012-13
	+60	+60		
	11.30	11.30	11.52	11.52

**Interpreter**

	2011-12	2012-13
Basic Interpreter	15.08	15.08
Qualified Interpreter	17.50	17.50
Certified Interpreter	23.54	23.54

**Technicians**

	2011-12	2012-13
Brailist	17.50	17.50
Finance Tech-Payroll	16.02	16.02
Finance Tech-Accounts Payable	16.02	16.02
Pupil Accounting Technician	16.02	16.02
Hartley Nurse	14.33	14.33
LPN, Spec Ed	17.66	17.66
Tech Support Specialist	18.55	18.55
Media Library Tech	16.89	16.89

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**Section B. Longevity**

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

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

APPENDIX C

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT**

BETWEEN

SAGINAW INTERMEDIATE SCHOOL DISTRICT

-AND-

United Steelworkers

Subject to the conditions contained herein, the employees listed in this Appendix C shall receive the life insurance benefit package that they received on April 22, 1993. To continue eligibility for such benefits, the below listed employees must satisfy the following conditions:

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

<b>Name</b>	<b>Coverage</b>
Carolan, Sky	\$40,000.00 & Family
Guzy, Martha	\$40,000.00 & Family
Moeller, Mary	Family

For the Employer:  
Saginaw Intermediate School District

By: \_\_\_\_\_

Dated: \_\_\_\_\_

For the Union:  
United Steelworkers

By: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_