

Collective Bargaining Agreement

between

St. Clair County RESA Board of Education

and

Local 517- M Service Employees International Union (SEIU)  
AFL - CIO

Instructional Technicians

**2015/2016**

**2016/2017**

**2017/2018**

**2018/2019**

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## **Instructional Technicians**

### **Agreement**

This Agreement entered into this 25<sup>th</sup> day of June, 2015, by and between the Board of Education of the St. Clair County Regional Educational Service Agency, Michigan, hereinafter called the "Board" and Local 517M, Service Employees International Union, AFL - CIO, hereinafter called the "Union".

The Board, 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 conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States.

The purpose of the District and the Bargaining Unit in entering into this labor agreement is to set forth their Agreement so as to promote harmonious and peaceful relations between the District and the Bargaining Unit which will serve the best interests of all concerned.

The exercise of the powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this contract and then only to the extent such terms are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

### **Article I - Recognition**

#### Section 1 – Union Bargaining Representative

The Board recognizes the Union as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all regularly employed full- and part-time Instructional Technicians, but not to include cooks, cook-drivers, program assistants, drivers, driver aides, or curriculum aides. For the purpose of this section, a part-time Instructional Technician is one who is employed fifteen (15) hours or less per week.

#### Section 2 – Representation

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be deemed valid and subsisting only to the extent permitted by law, but all other provisions or applications shall continue in full force and effect during the life of this Agreement.

#### Section 3 – Hours Worked

Beginning in 1982/83, in those cases where the Board reduces the number of hours of employment for existing Instructional Technicians, medical insurance will be maintained as outlined elsewhere in this Agreement, providing that coverage is approved by the Board's carrier. In no event, however, shall deviation be requested for any Instructional Technician whose work week is reduced to fewer than fifteen (15) hours nor for any Instructional Technician who has comparable medical insurance available through another source.

It is expressly understood that new hires beginning on or after September 1982 and working less than eighteen (18) hours per week will not be eligible for medical insurance as outlined elsewhere in this Agreement.

## **Article II – Representation**

### Section 1 – Representation for All Employees

All employees who are covered by this Agreement shall be represented by one (1) steward or one (1) alternate for the purpose of processing formal grievances.

### Section 2 – Formal Grievance Non-Student Time

It is agreed that formal grievances will be processed only at times that students are not in session and only with the approval of the stewards or alternate coordinator.

## **Article III - Payroll Deductions**

### SECTION 1

~~The payroll deduction of membership dues and non-member assessments, excluding initiation fees and other assessments of the Union, shall be deducted in twenty (20) equal installments from September through June. The Union agrees to supply the Business Office with properly signed voluntary deduction cards, which state the annual amount of dues or assessment. As changes occur, the Union shall notify the Business Office and submit a properly signed voluntary deduction card, if appropriate. The amount deducted from employees shall be forwarded to the Union within ten (10) working days from the date of the second pay. The Business Office will supply the Union with a listing of the deductions and send the listing with the check to the Union.~~

### SECTION 2

~~The Union will protect and save harmless the Board from any and all claims, demands, suits and other forms of liability by reasons of action taken or not taken by the Board for the purpose of complying with Section 1 of Article III of this Agreement.~~

The sections above have been deleted as a result of MCL 423.210 effective March 15, 2012. The parties agree that in the event the prohibition related to employer deductions for union dues is lifted, the employer will resume the deduction as identified above.

## **Article IV - Job Status & Function of Union Officers**

### Section 1 – Steward or Alternate Time Spent

The steward or alternate shall be paid by the Board for time spent in the processing of formal grievances arising out of this Agreement during their regularly scheduled working hours at their regularly scheduled rate of pay, providing that such processing is done at times when students are

not in session. Should the Superintendent or his designee request processing of formal grievances outside of normal working hours, the Union steward or his/her alternate will be paid his/her regularly scheduled rate of pay for the time involved in excess of regularly scheduled working hours.

#### Section 2 – Union Business & Assigned Work

The steward or alternate may absent themselves from their assigned work to handle Union business when arrangements are made as far in advance as possible with the building principal. Such time is to be taken without pay.

#### Section 3 – Written Notice of Officers

The names of the steward and alternate shall be given in writing to the Superintendent and no steward or alternate shall function as such until the Superintendent has been advised of their selection, in writing, by the officers of the Local Union. Any changes in steward or alternate shall be reported to the Superintendent, in writing, as soon as practicable.

#### Section 4 – International Union

Executive officers of the International Union or their representatives duly authorized to represent the Union and/or the president of the Local Union, if not employed by the Employer, will be permitted to participate in meetings relative to hours, wages, and other terms and conditions of employment at any time. If the president of the Local Union works for the Employer, they may attend any meetings with the Employer relative to hours, wages and other terms and conditions of employment and will be paid their regular rate for time spent in such meetings for the hours they would have otherwise worked. Such meetings are to be held when students are not in session.

#### Section 5 – Adjusting Grievance for Steward or Alternate

Any steward or alternate having an individual grievance in connection with their own work may ask for the other to assist them in adjusting the grievance.

### **Article V - Grievance Procedures**

#### Section 1 – Definition

##### Subsection A:

A “Grievance” is a complaint by an Instructional Technician in the Bargaining Unit or by the Union in its own name, based on an alleged violation, misinterpretation, or misapplication of one or more of the expressed provisions of this Agreement.

##### Subsection B:

The “Aggrieved person” is the Instructional Technician making the claim.

##### Subsection C:

The term “Instructional Technician” includes any individual or group of individuals who are members of the Bargaining Unit covered by this Contract.

##### Subsection D:



“A party in interest” is the person or persons who might be required to take action or against whose action might be taken in order to resolve the grievance complaint.

Subsection E:

The term “days” shall mean school days.

Section 2 – Purpose

Subsection A:

The primary purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievance.

Subsection B:

Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

Section 3 – Structure

Subsection A:

At the informal level, the concern or grievance should be discussed with individuals in the following order: 1. immediate supervisor, 2. coordinator, 3. building principal, 4. superintendent.

Subsection B:

When a formal grievance is filed, it should be presented to the principal who shall be the administrative representative. The principal must respond to the grievance, in writing, within five (5) working days.

Section 4 – Procedure

Subsection A - Informal Step:

An Instructional Technician with a problem shall start discussion with the individuals listed in 3-A and in that order within ten (10) days. A sincere attempt will be made by both parties to reach an amicable agreement. There shall be no written record of this meeting.

Subsection B - Formal Step:

1. If the Instructional Technician is not satisfied with the informal discussion, the Instructional Technician and/or steward shall place the grievance in writing and present it to the principal within five (5) days following the informal conference.
2. The Instructional Technician may again meet with his supervisor and discuss the matter, alone or together with his steward.

3. A written and signed disposition of the grievance shall be made within five (5) days by the principal.
4. In the event the aggrieved person is not satisfied with the written disposition of his grievance at level one, the Union shall, within ten (10) additional days, file the grievance with the Superintendent.
5. Within ten (10) days after receipt of the grievance by the Superintendent, he shall meet with the Union representatives and discuss the matter. The superintendent shall render a discussion in writing within ten (10) days of such meeting.
6. If the Union is not satisfied with the disposition of the grievance at level two, the Union shall, within ten (10) days from the receipt of the decision by the Superintendent, refer the grievance in writing to the Board via the Superintendent.
7. The Board shall meet with the Union president, the Union steward and the parties to the grievance for the purpose of arriving at a decision to the grievance.
8. The Board shall, within thirty (30) days after receipt of the written referral, render a decision in writing regarding the grievance.

#### Subsection C – Arbitration

1. If the Union is not satisfied with the disposition of the grievance by the Board of Education, the grievance may be submitted within thirty (30) days to arbitration before an impartial arbitrator. The arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding. The Employer and Union shall not be permitted to assert in such arbitration proceeding, any ground or to rely on any evidence not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this Agreement. He shall deal only with the grievance or grievances which occasioned his appointment.
3. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall bear their own expense in connection therewith.
4. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Union and the Employer.

#### Section 5 – Right to Representation

##### Subsection A:

Any party of interest may be represented by the Union at all meetings and hearings at any level of the grievance procedure.

**Subsection B:**

The Union shall have the right to be present and to state its views at the adjustment of the grievance.

**Section 6 – Miscellaneous**

**Subsection A:**

A grievance may be withdrawn at any level. Withdrawal of the grievance shall terminate the grievance and the grievance procedure and the aggrieved person or persons shall not be permitted to further continue the same.

**Subsection B:**

Decisions rendered at all levels shall be in writing and shall be promptly transmitted to all parties of interest.

**Subsection C:**

No reprisals of any kind shall be taken by or against any party in interest or any participant in the grievance procedure by reason of such participation.

**Subsection D:**

No document, communication or record dealing with a grievance shall be filed in the personnel file of the Instructional Technician.

**Subsection E:**

All information and records pertaining to the grievance shall be made available to the Board and Union upon written request.

**Subsection F:**

Failure of the aggrieved person or Union to comply with the foregoing procedure cancels the grievance.

**Subsection G:**

Formal grievances shall be processed outside of regular classroom hours, but on paid employer time, unless mutually agreed to by all parties. Grievance hearings shall be scheduled at a time convenient to all concerned parties and their representatives.

**Subsection H:**

The time requirements herein specified are deemed to be of the essence in this article and may be modified only by mutual consent of the parties.

Subsection I:

Forms for filing and processing grievances shall be designed by the Superintendent and the Union. The forms shall be prepared by the District and given appropriate distribution so as to facilitate the operation of the grievance procedure.

Subsection J:

Notwithstanding the expiration of this Agreement, any claim or grievance arising thereunder may be processed through the grievance procedure until resolution.

**Article VI - Seniority**

Section 1 – Seniority List

Existing Bargaining Unit members shall be placed on a seniority list based upon the last date of continuous employment by the Board.

Section 2 – Probationary Employees

New employees will be considered as probationary employees until they have been employed for sixty (60) consecutive calendar days. Employees shall receive the full benefits of this Agreement after thirty (30) consecutive calendar days from the date of the last hire except that such employees shall have no right to file a grievance protesting their discharge until after sixty (60) consecutive calendar days of employment determined from the date of last hire.

Section 3 – Seniority List

When an employee acquires seniority, his/her name shall be placed on the seniority list. An up-to-date master seniority list will be provided by the Employer and posted for employee inspection.

Section 4 – Layoff and Recalls

All layoffs and recalls shall be at the discretion of the administration, except in the case when two or more Instructional Technicians are employed in one program. In that case, layoffs and recalls will be based on seniority to the extent permitted by law.

Section 5 – Broken Seniority

Seniority or continuous service shall be broken by:

- a. Voluntarily quitting the service of the Board.
- b. Discharge of the Bargaining Unit member, which is upheld if later taken through the grievance procedure.

Section 6 – Volunteers and Work

Non-bargaining unit employees other than probationary employees and substitutes shall not be permitted to perform work within the Bargaining Unit, except in the case of an emergency arising

out of an unforeseen circumstance which calls for immediate action and the instruction or training of employees. Nothing contained in this section is to be construed as limiting the use of volunteers in the Tech Center. Volunteers shall not take the place of existing full- or part-time Instructional Technicians.

#### Section 7 – Opportunities for Extended Week, Day, Year

When opportunities become available which require the use of Instructional Technicians in extended week, day or year employment, they will be offered first to the Instructional Technician currently serving in the designated program. Should two (2) or more Instructional Technicians apply for a single opening and are determined to be equally qualified, (as determined by the administration and not subject to arbitration) the opening will go to the most senior Instructional Technician. Instructional Technicians accepting extended day, week or year positions will be paid their negotiated hourly rate only for hours actually worked. In the case of extended day, week or year employment, the Instructional Technician waives the right to overtime pay, except under condition of law as prescribed in the preamble of this Agreement. The Union also recognizes the right of the District to withhold the extension of fringe benefits into extended day, week or year employment.

### **Article VII - Hours of Work**

#### Section 1 – School Calendar

Members of the Bargaining Unit will work in accordance with the school calendar adopted annually by the Board. In no event will Bargaining Unit members be required to work any days or hours not required of the teachers of the District without being paid as agreed elsewhere in this Contract.

#### Section 2 – Regular Workday Lunch Break

Each Bargaining Unit member will be assured of a forty-five (45) minute lunch break free from students and included within the regular work day.

#### Section 3 – School Closings

It is recognized that during the course of the school year, classes may be canceled at the discretion of the District due to conditions beyond the control of the District, such as, by way of example, severe storms, fires, epidemics or health conditions as defined by the city, county or state health authorities. Any such days of pupil instruction shall be made up if so determined by the Superintendent. Any such days made up shall be without additional compensation.

The purpose of this section is to provide for procedures to cancel and reschedule such days of instruction. In any instance where classes are canceled prior to the start of school due to conditions beyond the control of the District, Instructional Technicians will be dismissed concurrently with teachers.

In the event school is canceled after the normal school starting time, the Unit members will be paid for all hours worked prior to cancellation if the District fails to meet the daily state aid requirements; i.e., currently 70% attendance for ½ day. This additional time will not be considered part of the Unit members' duty days.

If the day is to be made up, the president of the Union shall meet with the Superintendent, or his designee, as soon as practical but not later than five (5) working days after cancellation of such school days for the purpose of discussing, in "good faith", adjustments to the school calendar to make up such days. If said parties are unable to reach agreement on calendar adjustments within five (5) working days of said meeting, the Board shall, at its next meeting, whether regular or special, determine the dates upon which said days of instruction shall be made up. In the event there is insufficient time to conduct such meetings or the Board determines the dates, the make-up days shall be held on the weekday(s) immediately following the last day of pupil instruction.

Example: If the calendar ending dates were:

Thursday, June 12

Last student day and a school day was canceled, as described above.

The calendar would be changed to:

Friday, June 13 - last student day.

#### Section 4 – Compensatory Time

If requested to work by the administration, an Instructional Technician will be paid one and one-half (1-1/2) regular rate for any hours in excess of eight (8) in any day, or forty (40) in any week.

### **Article VIII - Compensation**

#### Section 1 – Schedule "A" Location

The wages of employees covered by this Agreement are as set forth in Schedule A, which is attached to and incorporated in this Agreement.

#### Section 2 – Paid Holidays

Instructional Technicians shall be granted nine (9) paid holidays. These holidays shall be Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Thanksgiving Day, the Friday after Thanksgiving, Good Friday, Easter Monday and Memorial Day.

It is expressly understood that new hires, beginning on or after September 1982 and working less than eighteen (18) hours per week, shall not be eligible for these paid holidays.

#### Section 3 – Sponsorships of Student Activities

Instructional Technicians shall be paid compensatory time for approved involvement or sponsorships of student activities that require work beyond the school day or thirty-two and one-half (32.5) hours in any week. Prior written approval of the building principal is required and compensatory time must be taken with administrative approval. All comp time shall be used in accordance with the Fair Labor Standards Act.

#### Section 4 – Advisors and Coaches

Compensation for those individuals designated, by the Director of Career and Technical Education, as 'advisors' based on the involvement with students in preparation of local, regional, state and national competition. It is expected that a minimum of twenty (20) hours of dedicated

time, outside of normal student contact time, will be spent directly with students involved with competition.

Advisors will receive a stipend to be included with the last compensation pay in June.

Local competition: \$100

Regional competition: an additional \$100, equal to a total of \$200

State competition: an additional \$100, equal to a total of \$300

Students must compete at these levels in order for the advisor to receive the stipend listed above.

Further, at the discretion of the Director of Career and Technical Education, the advisor must attend each level of competition in order to receive the above stipend.

In an effort to recognize outstanding student growth and program achievement, if selected by the Director of Career and Technical Education, the following recognition is offered to the Advisor responsible for the training and “coaching” of competing student(s) as follows:

- \$75.00 for one or more students who place second (2<sup>nd</sup>) place through fifth (5<sup>th</sup>) place at the Michigan state level CTSO Competition.
- \$150.00 for one or more students who win or receive a Gold Medal at the Michigan state level CTSO Competition.
- \$375.00 for one or more students who place second (2<sup>nd</sup>) place through fifth (5<sup>th</sup>) place at a National CTSO Competition.
- \$500.00 for one or more students who win or receive a Gold Medal at a National CTSO Competition.

In the event that an Advisor has multiple students win or place in either state-wide or national level competition, the maximum recognition to be awarded in any one year is capped at \$650.00 or the highest amount at each level.

## **Article IX - Leaves of Absence**

All leaves of absence in Article VII are without loss of seniority except as otherwise noted.

### Section 1 - Unpaid Leaves

Upon application by the employee to the employer, unpaid leaves shall be granted for justifiable reasons, as determined by the Board. Personal leaves of absence shall not exceed twenty-four (24) months. Seniority will not accumulate during the leave period. Leaves of personal absence may be extended upon written application of the employee and upon written approval of the Superintendent. The total leave period including any extensions will not exceed twenty-four (24) months. Disposition of all requests for leaves of absence and extensions thereof shall be in writing. All leaves are without pay and benefits; however, employees shall have the option of continuing medical and insurance coverage at their own expense through the District’s group plan if the insurance carrier will allow. All leave requests must be submitted by April 1 of the year prior to the leave. In the case of an emergency, as determined by the Superintendent, this time line may be waived. It is understood that a Bargaining Unit member returning from leave must have sufficient seniority to replace the Bargaining Unit member who has filled the position

during the leave period.

## Section 2 - Maternity Leaves

A request for maternity leave of absence shall be made within a reasonable time period after the Instructional Technician determines she is pregnant. She may continue employment until the anticipated birth of her child, subject to obtaining a doctor's written statement that she is physically able to continue her employment. In the event that the District questions her medical ability to continue her duties, it may require an updated statement from her doctor that she continues to remain able to discharge her duties.

- a. In cases where performance of the Instructional Technician's responsibilities would adversely affect her or the District, she will be allowed an earlier beginning date for the leave.
- b. Instructional Technicians are encouraged to begin maternity leave of absences at the beginning of a semester when possible.
- c. The maternity leave of absence shall be for up to one (1) year from the date of commencement of leave. The Instructional Technician to be taking a maternity leave who desires to return to work shall indicate in writing prior to the birth of her child an interest to return to work within sixty (60) days following the birth of her child. If she does so, she will be returned to the same or comparable position.
- d. If the Instructional Technician does not indicate prior to the birth of her child her desire to return to work or in the event that she requests an extension of the sixty-(60) day maternity leave, she shall give sixty (60) days' notice of her intent to return to duty and will be returned to the same or similar position at the beginning of the next semester following receipt of notice.
- e. Maternity leave shall be an unpaid leave of absence. Seniority shall accrue during the initial sixty- (60) day leave period and for an extended leave up to one (1) year from commencement of leave. In all instances, return to duty shall be supported by a physician's statement indicating that the Instructional Technician is capable of returning to the assigned duties. Fringe benefits shall be maintained throughout the initial sixty - (60) day period. The District will permit an Instructional Technician on extended (i.e., over sixty (60) days) maternity leave to continue fringe benefits at the Instructional Technician's expense, at the District's cost, on a payment schedule to be determined by the Business Office.
- f. In addition to the above provisions for unpaid maternity leave, a pregnant Instructional Technician shall have the right, if she so desires, to receive sick leave benefits for the period of time that her doctor certifies that she is temporarily disabled and is not able to work. The Board shall assume all costs of confirming such certification by a Board-appointed doctor. It is expressly understood that this shall not include normal childcare.
- g. Instructional Technicians on leave retain all rights and privileges of the Union, except as specifically limited by the type of leave they are on.



### Section 3 - Short Term Leaves

The employee will be allowed annually the following time off with pay subject to stated limitations:

- a. Death in the immediate family - maximum of five (5) days per incident. Immediate family shall be interpreted as husband, wife, child, mother, father, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, and grandchild. (For purposes of this subsection only, step relatives to the same relationship degree as identified above are included.)
- b. Any absence for the death of other than an immediate family member requires approval of the Superintendent and, if approved, shall be deducted from accumulated sick leave.
- c. Two (2) personal business days annually will be granted. The first day to be paid by the Board, the second to be charged against accumulated sick time. The Bargaining Unit member using personal business days shall give appropriate notice to the principal to assure adequate coverage of the classroom. Personal business days are not to be used to extend holidays or other time off or used for leisure time activities. Personal days must be for that activity that cannot be scheduled outside of work hours. Part-time Instructional Technicians shall receive one-half (1/2) of this allocation.
- d. All leaves in Section 3 are without loss of seniority.
- e. Instructional Technicians shall be granted, upon request, up to two (2) weeks of child care leave to be taken without pay and without loss of accumulated sick days provided that such leave be taken during the first six (6) weeks of birth of the Instructional Technician's child and there may be only one (1) leave per birth. As much notice as possible is to be given to the administration by the Instructional Technician requesting such leave.

### Section 4 – Union or Public Elected or Appointed Position

Employees elected or appointed to Union or public office may be granted leaves in excess of twenty-four (24) months. Leaves so granted will be taken without pay or benefits. Seniority shall not accumulate during the leave period.

### Section 5 – Retain Seniority and Accrued Sick Days Earned

If an Instructional Technician is laid off and later recalled within a two (2) year period, they shall retain the seniority and accrued sick days already earned at the time of layoff.

### Section 6 – Military Leave

Military leave of absence shall be granted to any Instructional Technician who shall be inducted or enlisted for military duty in any branch of the armed forces of the United States. Upon return from such leave, the Instructional Technician shall be placed in employment with the District according to the requirements of the Uniformed Services Employment and Reemployment Rights

Act (USERRA). A military leave of absence shall be an unpaid leave of absence. Seniority shall accrue but no fringe benefits shall be paid.

## **Article X - Sick Leaves**

### Section 1 – Accrued Sick Leave

Sick leave shall accrue at the rate of one and one-half (1-1/2) days per month of active employment during the terms of this Agreement. Unused sick leave shall be accumulated to two hundred (200) days. Part-time Instructional Technicians are entitled to one-half (1/2) the above allocation. Sick days will only be granted and may only be used as they accrue and, therefore, may not be used in advance.

### Section 2 – Sick Pay Retirement/Death Benefit

After ten (10) continuous years of regular employment under contract with the District, as determined by their anniversary date, the Board will pay to the bargaining unit member who retires from the Districts and who meets the minimum requirements for drawing retirement benefits from the Michigan Public School Employees Retirement Fund terminal pay as follows: current substitute instructional technician's rate per day for each unused sick day up to a maximum of five thousand dollars (\$5,000.00). For those employees who have fifteen (15) years of continuous years of regular employment under contract with the District, the maximum amount is increased to seven thousand dollars (\$7,000.00) and for those employees who have at least twenty (20) consecutive years of regular employment as described above, they may sell back their unused sick days at the current substitute instructional technician's rate up to a maximum of ten thousand dollars (\$10,000.00). A bargaining unit member who dies while employed by the District will be eligible for the same benefits as a member retiring. The termination pay earned will be paid to the member's beneficiary.

### Section 3 – Family Illness, Doctor and Dentist Appointments

Sick leave is for the employee only, however, up to six (6) days of sick leave each year may be taken because of illness in the immediate family and for doctor or dental appointments that cannot be scheduled outside of working hours. A minimum of one-half (1/2) day shall be charged for each appointment which causes an Instructional Technician to be absent from class. Part-time Instructional Technicians are entitled to one-half (1/2) of above allocation.

### Section 4 - Leave Bank Balance

Each September, all Instructional Technicians covered by this Contract will be notified of the number of days accumulated in his/her sick leave bank.

## **Article XI - Insurance**

### Section 1 - Medical Insurance

The Employer agrees to pay the premium either on the basis as permitted under Michigan Law. This law provides that either an 80%-20% (employer-employee) shared premium or a rate not to exceed the statutory cap amounts in effect on July 1<sup>st</sup> of each year of this agreement, as enacted by the Michigan Legislature beginning with the 2012-2013 school year. For purposes of this agreement, it is recognized that the Board has opted to use the statutory cap amount so long as

the fund balance in both the RESA's Special Education and Vocational Education fund balances remain at 10% of their respective budgets (as required by RESA Board Policy). If the fund balance drops below 10% in either fund, it is within the sole discretion of the District to determine whether the health insurance will be provided at the cap rate or the 80/20 shared premium basis rate no later than April 1<sup>st</sup> of each year covered by this contract for a medical policy for each employee not covered by another policy. The Employer may change the insurance carrier during the term of this Agreement, provided the carrier provides coverage that is comparable to the levels of coverage found in the policy provided as of June 30, 2012, subject to the selection of the employee/member. The Employer's liability for health insurance coverage shall be limited to the actual cost of the policy premium.

All Bargaining Unit members must assume the responsibility for any increased cost in health premiums beyond the 2018/2019 insurance year. The Board's base premium shall not exceed the Board base premium for the 2018/2019 insurance year. In the event the health insurance premium effective July 1, 2018, exceeds the Board's base premium for the 2018/2019 insurance year, determined by the premium effective July 1, 2018, Bargaining Unit members shall be responsible for the increased premium costs. Costs are to be paid by payroll deduction commencing with the first pay period of 2019/2020. (This provision has previously been bargained for and is not as a result of any recent Michigan Law.)

Section 2 – Life Insurance

Bargaining Unit members shall be provided group level term life insurance in the amount of \$20,000 each year during the term of this Agreement. Carrier to be named by the Board.

Section 3 – Dental Insurance

For each year of this Agreement, the Board agrees to provide dental insurance to a Bargaining Unit member by a carrier to be determined by the Board, with benefits comparable to the following:

Basic Services - pays 80% of exams, cleaning, x-rays, fluoride treatment to age 18, fillings, oral surgery, root canals, periodontics.

Major Services - Prosthodontic Services - pays 80% of bridges and repairs, partial and complete dentures, crowns and inlays, etc. Annual maximum is \$1,000 per person, per calendar year for combined Basic and Major services.

Orthodontic Services - pays 60% with a lifetime maximum of \$600 (no age limit). Includes necessary treatment and procedures required for correction of malposed teeth.

Section 4 – Vision Care Insurance

The Board agrees to pay the premium for a vision care insurance policy with benefits equivalent to the following coverages through a carrier to be named by the Board or to provide a self-insurance equivalent:

Examination	\$28.50 (optometrist)	One time every 12 months
Examination	\$38.50 (ophthalmologist)	One time every 12 months

Regular lenses	\$47.00	One time every 12 months
Bifocal lenses	\$81.00	One time every 12 months
Trifocal lenses	\$101.00	One time every 12 months
Lenticular lenses	\$119.00	One time every 12 months
Frames	\$65.00	One time every 12 months
Contact lenses	\$90.00 (cosmetic)	One time every 12 months
Contact lenses	\$175.00 (necessary)	One time every 12 months

Examinations, frames, and one (1) set of corrective lenses (regular glasses, prescription sunglasses, photogrey lenses, or contact lenses) once in a 12-month policy year for each eligible member of the family. Note that color tints and polaroids are included in the above limits.

The Board agrees to pay \$65 to offset the cost of prescription safety glasses for all Instructional Technicians who require them. For the purposes of this section, safety glasses shall be defined as lenses and frames with side shields designed for industrial exposure.

Section 5 – Cash in Lieu-Optional Payment

On December 1, following the period during which they decline coverage, the Board will pay to any Instructional Technician who, in writing, has declined the District’s health insurance coverage, a cash payment of \$1,500. Any Instructional Technician who declines the district’s coverage for a portion of the calendar year shall receive 1/12 of the \$1,500 annual payment or any pro-rated portion thereof. The Instructional Technician must decline the school district’s health insurance coverage, in writing, and certify, in writing, they have health insurance coverage elsewhere.

In the event that at least one additional employee selects to receive a cash-in-lieu stipend than had previously elected or been enrolled in this option for the 2011-12 school year, the District agrees to offer the following:

For the term of this collective bargaining agreement, any member not selecting Health Insurance Coverage will be granted an allowance of five thousand dollars (\$5,000.00) annually if the member is eligible to receive health benefits for a full family, four thousand dollars (\$4,000.00) annually if the member is eligible to receive health benefits for two people, and two thousand dollars (\$2,000.00) annually if the member is eligible to receive health benefits as a single life for investment in a tax sheltered annuity and/or toward other optional insurance programs offered by a carrier approved by the Boards. In no case shall this sum be invested with more than two companies Cash in lieu is payable in one lump sum on the second paycheck of each month subsequent to the designation of cash in lieu, less any tax liability incurred by the aide for choosing such benefit, under the terms and conditions of the District’s Cafeteria Plan.

Section 6 – Termination of Benefits

All sections of this article shall remain in effect for the life of this Agreement including summer vacation periods. If a member quits or otherwise terminates his/her employment other than by layoff, his/her benefits terminate when his/her employment terminates.

## Section 7 – Insurance Rules & Limitations

All insurance coverage provided under this Agreement shall be interpreted and governed by the rules, regulations, limitations, policies and procedures of the insurance policy or program. Coverage decisions made by the carrier or the third party administrator are not subject to appeal.

## **Article XII - General Provisions**

### Section 1 – Bulletin Board and Mailboxes

Bulletin boards will be provided for exclusive use of the Bargaining Unit. The Bargaining Unit agrees that the board will be used for legitimate Bargaining Unit activities only and, in no case, shall advertising, political, obscene or scurrilous printed or written matter be placed on the board. Mailboxes will be provided for use of the Bargaining Unit.

### Section 2 – Jury Duty

If an employee covered by this Agreement is called for jury duty, the Board agrees to continue paying the employee for lost work time. The employee agrees to submit a copy of the check received for jury duty to the Board for payroll deduction.

### Section 3 – Hazardous Working Conditions

If any member of the Bargaining Unit feels that they are asked to perform duties which may be hazardous to their health, they are required to make their supervisor aware of the problem. Every effort will be made to alter the condition or to work out a transfer of the employee to another assignment.

### Section 4 – Clothing Allowance

The Board will provide each Instructional Technician who desires them two (2) shop coats or other work apparel as approved by the Director of CTE of good quality each year. If the Instructional Technician chooses to accept the coats, they shall be worn. In the event that uniforms are required of Instructional Technicians in any other instructional area, the Board will provide up to \$75 reimbursement to the Instructional Technician to offset the cost of same.

### Section 5 – Performance Evaluation

Every effort will be made to appraise the Instructional Technician of his/her responsibilities to their students and the District. Each Instructional Technician will be provided with a copy of the current evaluation form, which applies to the position upon which they will be evaluated.

All Instructional Technicians will be periodically evaluated to determine whether or not they have obtained a satisfactory level of performance and to determine if contractual obligations are being fulfilled. The evaluations shall be completed by the coordinator or the administrative designee who is familiar with the program being evaluated. No Instructional Technician will be required to evaluate or be evaluated by another Instructional Technician, or enterprise aide, either formally or informally. All evaluations shall be done openly and with full knowledge of the Instructional Technician. Evaluations shall be reviewed with the Instructional Technician. The

administrator shall prepare a written evaluation of performance at least once a year. If the administrator feels that the Instructional Technician's performance should be improved, the administrator shall so indicate in specific terms the means by which the Instructional Technician may improve performance. If a specific deficiency does not appear in a subsequent evaluation, it is assumed the deficiency is corrected.

A copy of the evaluation report will be presented to the Instructional Technician who will be required to affix his/her signature indicating only that he/she has been made aware of the contents of the document.

Should any Instructional Technician disagree with the evaluation he/she may attach to the document a personal response to the evaluation, which will then be placed on file in the official personnel record.

### Section 6 – Personnel Files

There shall be only one official personnel file for each Instructional Technician. Each Instructional Technician shall have full access to and will, upon request, be provided duplicates of records kept in his/her personnel file, except for professional credentials and letters of recommendation of a confidential nature provided prior to employment. Upon written authorization of the Instructional Technician, a Union representative as designated by that Instructional Technician will have the same access to the Instructional Technician's file. The only records that shall be kept in the Instructional Technician's official personnel file shall be:

1. Professional credentials and letters of recommendation
2. All evaluation material
3. Health records
4. Transcripts of college work
5. All material providing the basis for a disciplinary action or dismissal
6. Salary statement
7. Attendance record

No material shall be placed in the Instructional Technician's personnel file unless a copy of the material has been supplied to the Instructional Technician. The Instructional Technician may submit a written notation regarding any material placed in the file and have such notation attached to the material in question. In the event the material placed in the Instructional Technician's file is the basis for any disciplinary action and such action is challenged and not upheld on other but procedural grounds, all materials supporting such action and the charges thereon shall be removed from the Instructional Technician's file.

In the event the Instructional Technician is asked to sign for material placed in the Instructional Technician's file and refuses within ten (10) working days to acknowledge receipt of the copies, the District may submit the material to the union representative who must then acknowledge receipt by signing within ten (10) working days. The Instructional Technician, by signing, does not signify agreement with the material but acknowledges that he/she has been made aware of the contents.

Items to be placed in the Instructional Technician's personnel file shall be brought to the

attention of the individual no later than ten (10) working days of the event or knowledge of the event. Items which are beyond the ten (10) day limit may not be placed in the individual's personnel file and the occurrence or event shall be considered null and void.

#### Section 7 – Discipline & Dismissal

##### Subsection A:

All disciplinary action shall be for just cause. The District agrees that it will notify the Union in writing of the reason for any disciplinary layoff or discharge and will also provide an opportunity for any employee laid off or discharged to contact his/her steward at a place in the premises designated by the District as soon as the Instructional Technician has left his/her department.

##### Subsection B:

Any grievance involving a disciplinary layoff or discharge must be filed in writing with the Superintendent within two (2) working days of the notification of or taking of the disciplinary action and shall be disposed of in accordance with the grievance procedure commencing with Article VI, Section D, Subsection 2, paragraph 4 of this Agreement.

#### Section 8 – Maintenance of Order

It is mutually recognized that the maintenance of discipline is a function of the District or its administrative designees. Disciplinary action shall be for just cause.

#### Section 9 – Layoff

Instructional Technicians shall be given thirty (30) day notice of layoff. The Board shall continue benefits for laid-off Instructional Technicians for thirty (30) days following the beginning of the layoff.

#### Section 10 – Tuition Reimbursement

Each Bargaining Unit member shall be eligible for up to \$500 per year tuition reimbursement for college credit earned applicable to their job classification and/or job duties.

## Schedule "A"

### Instructional Technicians Wage Schedule

#### Section 1 - Wage Scale

Effective with the 2015-2016 school year, the Instructional Technician wage schedule will be as follows: the wage scale represents wages as follows for each year of the contract.

YEAR	2015/2016	2016/2017	2017/2018	2018/2019
YEAR 1	\$19.01	\$19.01	\$19.01	\$19.01
YEAR 2	\$19.54	\$19.54	\$19.54	\$19.54
YEAR 3-5	\$20.70	\$20.70	\$20.70	\$20.70
YEAR 6-8	\$21.11	\$21.11	\$21.11	\$21.11
YEAR 9+	\$21.53	\$21.53	\$21.75	\$21.97

#### Section 2 -- Substitute Teacher Bonus

For the term of this Agreement, if a teacher is absent and the Instructional Technician is requested by the administration to act as a substitute teacher, the Instructional Technician working in place of the absent teacher will assume the teacher's responsibilities and work the teacher's work day. An Instructional Technician working in a teacher's position pursuant to this section shall receive a wage bonus as follows:

Ten dollars (\$10.00) per hour or \$65.00 per day

Students must be present in the class in order for an Instructional Technician to be eligible for this bonus. Instructional Technicians who receive the bonus shall provide the observational data required of a substitute teacher.



be eligible for this bonus. Instructional Technicians who receive the bonus shall provide the observational data required of a substitute teacher.

## ARTICLE XIV - TERM OF AGREEMENT

### SECTION 1

This Agreement shall be effective from July 1, ~~2012~~<sup>2015</sup> through June 30, ~~2015~~<sup>2019</sup>.

### SECTION 2

Both parties agree that negotiations for renewal, extension or modification of this Contract beyond ~~June 30, 2015~~, June 30, 2019 will commence on or before May 30, ~~2015~~ 2019, but in no event prior to April 30, ~~2015~~ 2019.

IN WITNESS WHEREOF, we hereunto set our hands and seals, this 26 day of June, ~~2012~~ 2015

LOCAL 517 - M BEIU,  
AFL-CIO

BY: 

BY:  6/30/15

BY: 

ST. CLAIR COUNTY RESA

BY: 

Dan L. DeCrow,  
Superintendent