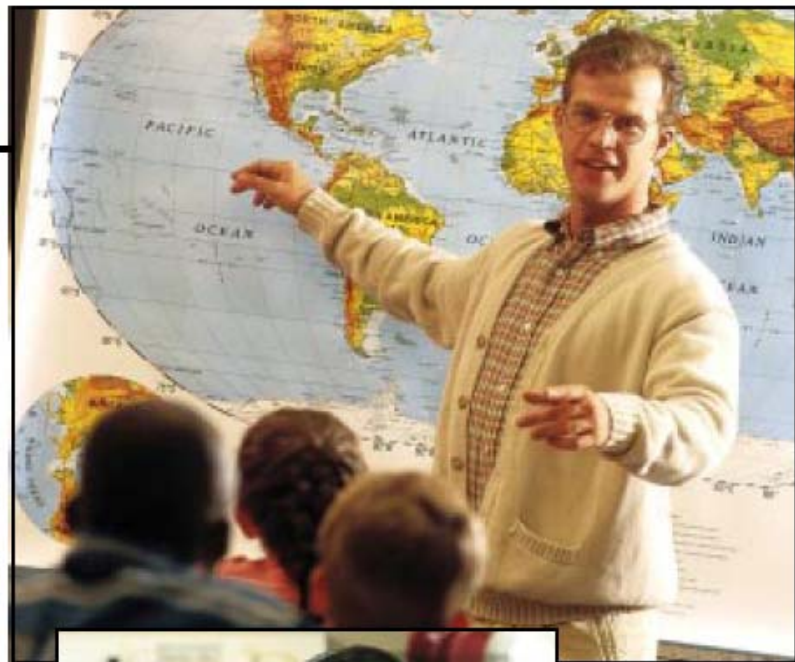


*Between the Bay-Arenac ISD Board of
Education and Bay-Arenac Education
Association – MEA*

AGREEMENT

2011-2013



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AGREEMENT

This Agreement entered into this 16th day of May, by and between the Bay-Arenac ISD Board of Education hereinafter called the "Board", and the Bay-Arenac Education Association-MEA, hereinafter called the "Association".

If any part of this Agreement is rendered or declared illegal by legislation or by a court or administrative agency of competent jurisdiction, then such provision or application shall be null and void except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Bay and Arenac Counties is their mutual aim and that the character of such education depends predominately upon the quality and morale of the professional staff, and

WHEREAS, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the employees are particularly qualified to assist and advise in formulating policies and programs designed to improve educational standards, the Board will draw upon their expertise when the Board deems it advisable, and

WHEREAS, the parties having reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following covenant, it is hereby agreed as follows:

ARTICLE I RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative, as defined in Section II of Act 379 – Public Acts of 1965, for all employees employed or to be employed during the term of this contract. Such representation shall cover all employees whose role or function relates to Special Education, requires a minimum of a four (4) year college degree and which is normally performed by certified or Special Education personnel; such as School Psychologists, School Social Workers, Speech Pathologists, Teachers and Consultants for the Emotionally Impaired, Cognitively Impaired, Severely Multiply Impaired, Autistically Impaired, Visually Impaired, Hearing Impaired, Learning Disabled and Early Childhood Developmentally Delayed, Occupational Therapists,

Physical Therapists, School Nurse, Music Therapist, Transition Coordinator, Transition Coach/Vocational Assessor, Transition Coach, Project Find Coordinator, and Orientation and Mobility Specialist and Special Education Vocational Evaluator or Teachers of other MDE approved special education eligibility categories.

This representation shall also include employees whose role or function relates to Special Education, and is a graduate of an accredited school of nursing and has current registration with the State of Michigan or a graduate of a Physical Therapist Assistant Associates Degree Program accredited by the Commission on Accreditation in Physical Therapy Education (CAPTE) or has completed an educational program approved by the American Occupational Therapy Association, and has completed supervised fieldwork experience, and has passed a national certification examination to be a certified occupational therapy assistant (COTA). These Special Education personnel shall be known as Registered Nurses, Physical Therapist Assistants and Certified Occupational Therapy Assistants.

This representation shall also include employees whose role or function relates to sign language interpreting in special education, who have earned an Applied Science of Interpreting Degree, or a QA II. These special education personnel shall be known as Sign Language Interpreters.

- B. The Board agrees not to negotiate with any individual nor to negotiate with or recognize an organization other than the Association that purports to represent the above-defined employees for the duration of this Agreement.
- C. The term employee when used hereinafter in this agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined.

EMPLOYEE STATUS

1. "Tenure" employees, shall be defined to include certified employees holding assignments for which certification is required according to the provisions of the Teachers' Tenure Act, and who have not been denied tenure by the Board of Education, said employees must also have completed the probationary period required by the Tenure Act.
2. "Non-tenure" employees, shall be defined to include those employees who are not eligible for tenure status according to the provisions of the Tenure Act but who hold state approval or state authorization appropriate to their assignments and who have 4 years experience in this district or 2 years if employee has 4 years of outside experience in another educational setting.
3. "Probationary" employees, shall be defined to include all remaining employees in the bargaining unit exclusive of "tenure" and "non-tenure" employees as above defined.
4. The minimum requirement to maintain employment as a Sign Language Interpreter is an Applied Science of Interpreting Degree or a QA II. If the

interpreter loses certification, he/she has a period of one year from the date of loss of the certification in which to regain the certification.

This agreement shall neither be construed nor interpreted to confer tenure upon any bargaining unit member in any capacity other than teacher for "tenure" employees who have satisfied the probationary period required by the Tenure Act.

**ARTICLE II
RIGHTS OF THE ASSOCIATION
AND BARGAINING UNIT MEMBERS**

- A. Pursuant to Act 379 of the Public Acts of 1965, the Board hereby agrees that employees covered by this Agreement shall have the right to freely support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly-elected body exercising governmental power under the color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the Constitution of Michigan and the United States that it will not discriminate against any employees with respect to hours, wages or any terms or conditions of employment by reason of their membership in the Association, their participation in any lawful activities of the Association or collective professional negotiations with the Board or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Any individual employee contract with a member of the Bargaining Unit shall be made expressly subject to the terms of this Agreement.
- C. Upon obtaining the approval of the Superintendent / Designee in advance, the Association and its representatives shall have permission to use office facilities and equipment without charge when such equipment is not otherwise in use. Any damage to equipment while being so used will be paid for by the Association.
- D. The private and personal life of any employee including their religious or political activities or lack thereof shall not be grounds for any discipline or discrimination with respect to the employee's professional employment.
- E. The Association has the right to information necessary to carry on collective bargaining and to administer the Master Agreement. Original records may be examined only at the offices of the Bay-Arenac ISD.
- F. The Superintendent will advise the Association of any new or modified fiscal, budgetary or tax programs, construction programs, or major revisions in educational policy, which are proposed or under consideration, and the Association shall be

given the opportunity to react with respect to said matters prior to their adoption and/or general publication.

- G. Copies of this Agreement shall be duplicated at the expense of the district and presented to all employees now employed or hereinafter employed by the Board.
- H. An employee may request to have present one representative of the association of his/her choice when he/she is being disciplined or discharged for any infraction or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.
- I. Any disciplinary action must commence within fourteen (14) calendar days after the alleged infraction or delinquency is known by the Superintendent/Designee.
- J. Except for probationary employees, no employee will be disciplined or discharged without just cause and due process. Probationary teachers may be subject to non-renewal or termination in accordance with the provisions of the Teacher Tenure Act relating to probationary teachers. All information forming the basis for any disciplinary or discharge action shall be made available to the employee.

ARTICLE III MANAGEMENT RIGHTS CLAUSE

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby, retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including but without limiting the generality of the foregoing, the right:
 - 1. To hire all employees and subject to the provisions of law, to determine those qualifications not determined by the State Department of Education and the conditions for their continued employment or their dismissal or demotion; and to promote and transfer all such employees.
 - 2. To determine work schedules, the hours of instruction, and the duties, responsibilities, and assignments of employees with respect thereto, and the terms and conditions of employment.
 - 3. It is further recognized that the exercise of said powers, rights, authority, duties, and responsibilities by the board and the adoption of policies, rules, and regulations shall be limited by the specific and express terms of this agreement.

ARTICLE IV MEMBERSHIP, FEES, AND PAYROLL DEDUCTIONS

- A. In the event that an employee signs and delivers to the Board an assignment authorizing a deduction of membership dues and assessment of the Association,

such authorization shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year.

- B. This paragraph is applicable to all employees who were members of the Association on March 1, 1986, and to all employees hired on or after March 1, 1986. This paragraph is not applicable to those employees of the Board who were not members of the Association on March 1, 1986. Any employee who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of employment shall, as a condition of employment, pay as a representation service fee to the Association an amount equal to membership dues payable to the Association and its affiliates, provided, however that the employee may authorize payroll deduction for such representation service fee in the same manner as provided in ¶ A of this article.
- C. Upon written authorization the Board shall also make payroll deduction from each paycheck from employees for credit union, membership dues, insurance premiums where applicable, annuities and savings bonds.

ARTICLE V INSURANCE

Pursuant to the authority set forth in section 617 of the School Code of 1955 as amended, the Board of Education agrees to furnish to all employees the following insurance protection:

- A. The Board shall provide without cost to the employees, group life insurance protection in the amount of \$25,000 that will be paid to the employee's designated beneficiary. In the event of accidental death, the insurance will pay double the specified amount. Any employee shall be eligible for the \$25,000 group term package who is employed on a full school year basis.
- B. The Board shall make premium payments on behalf of the employee, employee's spouse, and children to age 26 through MESSA Choices II with \$10/20 Rx, Adult Immunization, \$200/\$400 deductible, and \$20 office visit for a full twelve (12) month period for each year of this agreement for the employee and his/her eligible dependents as defined by MESSA.

During the term of this agreement, the Board's contribution toward bargaining unit member's health care shall not exceed \$16,800. Bargaining unit members shall contribute to the cost of MESSA in excess of \$16,800.

Employee contributions shall be deducted from the employee's bi-weekly payroll check over eighteen (18) pays during the school year. These eighteen (18) pays will cover a 12-month period. The employer will provide a qualified Section 125 plan through payroll deduction for employees who may elect to use pre-tax dollars for the employee's share of health insurance.

- C. The Board will provide Dental Coverage for employee, spouse, and dependent children through self-funding equivalent to SET/SEG Orthodontic Plan (Set Ultra Dent Plan).
- D. The Board will provide self-funded vision care plan for employee, spouse, and dependent children comparable to SET/SEG Plan II.
- E. If one (1) to two (2) employees elect the “cash option” in lieu of health benefit, the Board shall pay \$100/month, if three (3) to four (4) employees elect the “cash option” in lieu of health benefit, the Board shall pay \$200/month, and if five (5) or more employees elect the “cash option” in lieu of health benefit, the Board shall pay \$300/month toward the following options provided through the District’s Section 125 plan: (such as but not limited to cash, Board approved annuity, short term disability, long term disability, dental, vision). The number of employees shall be determined by census at the end of the enrollment period and paid in the first payroll in January.
- F. In the event that an employee, absent because of illness or injury, has exhausted sick leave accrual, the above mentioned fringe benefits shall continue throughout the balance of the school year.
- G. Coverage will begin September 1, or at the date of the employment and continue through August 31 of the year employed.
- H. In the event an employee is dismissed for cause, the employee’s hospitalization will not be paid after 30 (thirty) calendar days from their dismissal.
- I. If an employee is absent due to illness or injury compensable under the Michigan Workers’ Disability Compensation Act, he/she shall have the option to receive the difference between his/her regular daily wages and the amount received as Workers’ Compensation Benefits, with the differential to be deducted from the employee’s accumulated sick leave. (For example, if Workers’ Compensation pays 60%, sick leave will pay 40% of the employee’s daily rate and the employee’s sick leave accumulation shall be charged .4 of a day for each day so used). In order to exercise this option, the employee shall submit a signed request to that effect to the Board.
- J. In the event an employee dies, the employee’s health benefits will continue for enrolled family members for a period of 30 (thirty) calendar days.
- K. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XV, shall not receive benefits. Employees who are contracted to work fifty percent (50%) or more may apply for major medical insurance per Article V, ¶B. The employee will share in the cost of the premiums on a pro-rata basis of their contracted days to the days contracted for a full time employee. If an employee elects this option, the Board shall have the right to make deduction of such amounts from the bargaining unit member’s wages.

- L. Employees who are contracted to work fifty percent (50%) or more will receive the life insurance benefit provided in Article V¶A.

**ARTICLE VI
WORKING CONDITIONS**

- A. The administration shall ensure that safe and adequate facilities are provided for BAISD employees.
- B. The Board will provide legal counsel if the employee is complained against, assaulted or sued by reasons of his/her actions while on the job or is performing any job related work, provided the individual is performing in a professional manner.
- C. When conditions not within the control of school authorities cause constituent districts to close, the respective Intermediate District employees serving or assigned to a center program housed in a building in those districts shall not report to work unless said day has been scheduled as a non-instructional day. Such employees shall receive their regular pay on their normal pay dates.

In the event student instruction day(s) in the constituent districts or in the center programs are required by Michigan State law to be rescheduled because of district closings caused by conditions not within the control of school authorities, only those Intermediate District employees affected by the rescheduling shall report to their respective assignments on the rescheduled days but shall not receive additional pay for the rescheduled day(s).

- D. The Administration may call inservice and information meetings to be attended by all employees. Such meetings will be held to a reasonable level.
- E. Employees who drive their personal automobiles in the course of their work shall be paid according to mileage rates of the IRS.

**ARTICLE VII
VACANCIES AND PROMOTIONS**

- A. Whenever a vacancy in a bargaining unit position shall occur, the Board shall publicize same by posting such a position. The notice shall contain a job description, qualifications and proposed salary. Ten working days notice shall be given before such vacancies shall be filled. The administration will publish current vacant positions on the ISD Web Site, and the ISD email system.

- B. Employees interested in such vacancies shall notify the Superintendent / Designee in writing. In filling vacancies, the Board shall consider the experience attainments, competency, educational qualifications, length of service in the Bay-Arenac ISD and relevant factors of the candidates. If in the judgment of the Board all other factors are equal, the applicant with the longest period of continuous service with the Bay-Arenac ISD shall be given preference for such vacancy.
- C. Employees shall be given the first consideration regarding equality of assignments and students served in the specialty area served. Board reserves the right to make the final assignment.
- D. No employee shall be assigned outside the professional discipline, i.e. Teacher, Social Worker, Psychologist, etc., for which they were hired, without their consent.

**ARTICLE VIII
LAYOFF AND RECALL**

- A. One seniority list of employees based on length of service in this district shall be maintained and updated annually by the District and the Association. Seniority shall be accrued from the date the contract was signed by the employee.

Seniority will be defined as the period of continuous employment in the bargaining unit, including periods of layoff, paid leaves, and unpaid leaves provided for in Article IX of this Agreement. When an employee is recalled from layoff, the employee's seniority will remain as if he/she had continued in the employ of the Board. The employee will be placed on the next salary schedule step from the one he/she was on when laid off. If additional education, teaching experience, or work in his/her specialty area had been attained during the layoff period, provided the experience meets State of Michigan certification requirements, the employee will receive credit for it per Article XIV ¶E of this agreement.

In the event more than one (1) employee has the same seniority date, placement on the seniority list will be determined by the last two (2) digits of the affected employees' social security numbers with the person having the highest number being ranked highest on the seniority list.

- B. All seniority is lost when employment is terminated by resignation, retirement, or discharge per Article II ¶J, of this agreement. For the 1997-98 school year, any employee who has been laid off due to a reduction in staff will be recalled first when a vacancy occurs in any area for which the employee is qualified. Beginning the 1998-99 school year, an employee on lay off who refuses an offer from the District for a position for which the employee is certified, qualified, and/or licensed, or fails to respond within ten (10) work days to a Registered Letter of Offer of Position from the District, shall cause termination. The employee recalled from layoff shall have the option to take unpaid leave of absence for up to one school year.

- C. In the event the Board finds it necessary to reduce its staff because of unforeseen changes in student population, program/service discontinuance, or reductions in financial resources, the Association will be notified in writing at least sixty (60) calendar days in advance of such reductions. Prior to the above notification, the Administration and Association representatives will meet to discuss the effects on programs and staffing the reductions will have.
- D. When a reduction in staff occurs due to the circumstances identified in ¶C of this Article, bargaining unit members who are subject to this reduction and who are certified (with one or more endorsements), qualified, and/or licensed, shall be laid off according to the following criteria and procedures:
1. The District shall determine reductions by programs/service area and shall notify the affected employee(s) and Association per ¶C of this Article.
 2. Where a bargaining unit member is identified for reduction, he/she must elect one of the following options:
 - a. Displace the least senior bargaining unit member in any remaining bargaining unit position for which the displacing bargaining unit member possesses the requisite certification, qualification, licensure and seniority.
- OR
- b. Agree to waive seniority and accept layoff, by executing Appendix B, which is appended to this Agreement.
- E. Within thirty (30) days of the District's notice to the Association of an impending staff reduction, pursuant to ¶C of this Article, any bargaining unit member (whether or not he/she would otherwise be affected by the impending reduction) may choose to voluntarily waive his/her seniority rights and be placed on layoff status if all of the following conditions are met:
1. There must be an impending reduction in the service or program which the bargaining unit member offering to be placed on layoff status is assigned.
 2. The bargaining unit member must have greater seniority (as defined in ¶A of this article) than the person identified for layoff within the same service or program area.
 3. The person originally identified for layoff by the District must be certified, approved, and qualified to assume all aspects of the assignment that would be held by the bargaining unit member offering to be placed on layoff status. In other words, the two bargaining unit members must be able to exchange places without the need for reassignment or transfer of any other bargaining unit members or for the District to hire a new employee.
 4. The bargaining unit member offering/volunteering to be placed on layoff status has the option to exchange places with the most senior bargaining unit member selected for layoff provided that the bargaining unit member originally identified

for layoff by the District must be certified, approved (MDE or similar regulatory agency), and qualified to assume all aspects of the assignment that would otherwise be held by the bargaining unit member volunteering to be placed on layoff status, as described in E(3) above. The bargaining unit member offering/volunteering to exchange places (i.e., to be placed on layoff status), in order to exercise this right, must inform both the District and the Association, in writing, of the identity of the most senior bargaining unit member within the affected program or service area who has already been selected by the District for layoff and who is certified, approved (MDE or similar regulatory agency), and qualified to perform the assignment of the volunteering/more senior bargaining unit member. If more than one potential assignment exchange opportunity exists because the more senior/volunteering bargaining unit member has multiple certifications, qualifications, and/or approvals (MDE or similar regulatory agency) which would enable him/her to serve in more than one program of service areas affected by a planned reduction in staff, the senior/volunteering bargaining unit member will exchange places with the most senior bargaining unit member scheduled for layoff, subject to the other conditions of ¶E of this Article and its subparagraphs.

5. The bargaining unit member must sign and submit a Waiver of Seniority Rights form as indicated on Appendix B, by the close of business on a date designated by the District prior to the effective date of the reduction.
- F. In the event the Board institutes a recall from layoff, employees shall be called in inverse order of layoff in accordance with Article VIII ¶D(2), of this Agreement.
- G. Per Article V of this Agreement, the Board will continue insurance protection to employees on layoff status for a period of two calendar months after the month the employees are laid off.
- H. The certification, approval (MDE or similar regulatory agency), and qualifications of a bargaining unit member to be laid off shall be those on file with the District at the time that the layoff notice is issued. The certification, approval (MDE or similar regulatory agency), and qualifications of a bargaining unit member to be recalled shall be those on file with the District at the time that the recall opportunity is identified by the District and the recall notice is issued.

ARTICLE IX SICK LEAVE AND LEAVES OF ABSENCE

- A. SICK LEAVE:
 1. Sick leave with pay shall be granted in case of severe illness to the employee, spouse, son, daughter, and parent(s).
 2. Sick leave of 12 days per year shall be granted accumulative to 115 days.
 - a. Upon depletion of his/her sick leave and/or FMLA leave, an employee may apply to the Board for a supplemental leave.

- b. When sick, an employee is to notify the appropriate worksite office as early as possible on the day they become sick. The employee will complete the required absence forms within three (3) working days of his/her return to work. The Superintendent or his/her designee may require a doctor's statement for any or all sick days used if abuse is suspected.
- c. The sick leave register shall be available to designated representatives of the Association.
- d. Usage of paid sick leave for care of the employee's spouse, son, daughter, and parent(s) shall be limited to six (6) sick days per year, unless otherwise approved by the Superintendent/Designee.

B. LEAVES OF ABSENCE

- 1. Up to three (3) days leave will be granted in case of the death of employee's spouse, children, employee's parents, brothers or sisters, grandparents or grandchildren, spouse's parents, brother-in-law, sister-in-law, grandparents or grandchildren. The Superintendent/Designee may grant additional days.
- 2. An employee must submit a written application to the Superintendent/Designee on the required form for meetings, school visitations, and inservice seminars. Such time must have advanced written approval.
- 3. To take a selective service exam.
- 4. The Superintendent shall determine the justification for leave with pay for any required appearance in a legal proceeding connected with the employee's employment.
- 5. The Board of Education grants two (2) days per year for personal business days. The days may be taken only upon prior approval.
- 6. Absence when an employee is called for jury duty shall be granted. If they only serve in the morning, they will report to their job or school in the afternoon. The district will reimburse any employee for jury duty provided any per diem for such duty is remitted to Bay-Arenac ISD by the employee.
- 7. A maximum of three (3) days per year may be granted to the bargaining unit to conduct union business. Requests for these business days will be made to the Director of Special Education by the Association President forty-eight (48) hours prior to the start of leave. Additional days may be granted at the discretion of the Superintendent/ Designee. The Association will reimburse the district for the cost of a substitute when one is required.
- 8. Employees who are contracted to work less than fifty percent (50%) of the normal contract year as defined in Article XV, shall not receive paid sick leave. Employees who work fifty percent (50%) up to full time will be entitled to one-half (1/2) of the sick leave allowance benefit described in ¶A above.
- 9. A maximum of fifteen (15) days per school year may be granted for voluntary military reserve or National Guard duty should those days fall within the contractual year of the employee. An employee who is ordered to voluntary military reserve or National Guard duty shall be compensated the difference between the employee's regular pay and the pay provided by the military service

for those fifteen (15) days. The employee must submit a copy of his/her military pay stub to be compensated the difference.

C. LEAVES OF ABSENCE WITHOUT PAY:

1. Maternity/adoption leave of up to one year shall be granted without pay and shall not accrue sick leave or personal leave entitlement. An employee returning from leave provided for in this paragraph, within the same school year, shall be placed on the same step of the salary schedule from which the employee went on leave. Those employees returning the next school year, shall be placed on the next step of the salary schedule from which the employee went on leave. Upon request the leave may be renewed for one additional year. The Board will attempt to place the employee in the same position from which the leave was taken, or to a position for which the employee is qualified, or certified.
2. The Board and the employee agree to cooperate in scheduling return from leave at a time which minimizes disruption to the continuity of educational programming and service delivery.
3. Any employee whose illness extends beyond the employee's accumulated sick leave shall be granted a leave of absence without pay until the employee has been medically certified as fit for duty by a health care provider as defined by FMLA. Upon return from such leave, an attempt will be made to reassign them to the same position (or one substantially equivalent) from which they left.
4. Upon application to the Superintendent / Designee, leaves of absence without pay, not to exceed one (1) year, may be granted for continuing education, and updating employees specialty area. Upon return from such leave, the employee will be placed in their previous position, providing the employee notifies the Superintendent / Designee) sixty (60) days prior to their intended date of return. The employee shall be placed on the salary schedule per Article XIV, ¶E.

D. FAMILY MEDICAL LEAVE ACT (FMLA) LEAVES:

1. The District agrees to follow the provisions of the Family Medical Leave Act of 1993 (FMLA).
2. The twelve week allowance referred to in the FMLA will be based on July 1st, to the following June 30th of each year.
3. As prescribed and required by the FMLA, the District will provide insurance benefits as per Article V of this Agreement.
4. If an employee does not return to work after the leave, any co-payment for fringe benefits owed the District shall be deducted from any severance pay to which the employee is entitled.
5. Before allowing any leaves for medical purposes under FMLA, the District may require the employee to obtain a second and / or third medical opinion or provide any necessary documentation of the need for such a leave from a District appointed physician. Any second or third opinion will be paid for by the District, if not covered by insurance.

6. Any paid leave provided for in the master agreement shall count toward the 12 week period provided for in the FMLA. Any paid leave provided for under the Master Agreement must be exhausted before the employee is eligible for an unpaid leave (to a combined maximum of 12 weeks as per the FMLA).
7. FMLA leave must be applied for. Application (in FYI) should be completed and approved prior to leave whenever possible.

ARTICLE X CONFERENCES / PROFESSIONAL DEVELOPMENT

- A. The Administration and the Association shall meet annually to determine a professional development calendar.
- B. Conferences
Two days per year may be granted for attendance at Conferences in the area of specialty with advanced written approval from the Special Education Administration. Additional days may be granted upon approval by the Director of Special Education. Conferences occurring on non-work days, i.e., Saturday, Sunday, holidays, recess, etc. may be counted as a conference day, professional development day, or neither, upon administration approval.
- C. The following amounts will be reimbursed for staff members who attend conferences. Expenses beyond this limit must be approved by administration prior to attendance.
 1. Registration – All conference registration fees will be paid in full.
 2. Transportation – Current IRS rate. If two or more employees attend the same conference, mileage will be shared if more than one vehicle is used. If an employee attends an out-of-state conference, transportation costs will be paid per Board policy.
 3. Meals – Up to \$30.00 per day, actual expenditures with receipts. Per diem rates may be adjusted to reflect IRS regional rates.
 4. Lodging – Actual expenditures for a standard single room, with receipts, per District policy, excluding gratuities, room service, and personal expenses.

**ARTICLE XI
TERMINATION PAY**

An employee who retires under the Michigan Public Schools Retirement System shall receive the designated minimum termination pay or they may take their unused sick leave, multiply it by the appropriate step in the table below and shall receive the greater amount.

Years of Service with BAISD	Minimum Termination Pay	Maximum Sick Days	Termination Rate	Maximum Pay
1-5	0	0	0	0
6-9	0	115	10	1150
10	500	115	10	1150
11-15	500	115	12	2300
16-19	500	115	20	2300
20	1000	115	25	2875
21-25	1000	115	25	2875
26+	1000	115	25	2875

**ARTICLE XII
GRIEVANCE PROCEDURES**

- A. A grievance is a complaint alleging violation of a specific article and section of the Agreement. Both parties agree that the grievance proceedings shall be kept as confidential as may be appropriate at any level of such procedure and that the primary purpose of such procedure is to secure at the lowest level possible equitable solution to the problem of the parties. The aggrieved may choose to have a representative of the Association or a person chosen by the Association present at any or all of the grievance procedures and either party may request the decision in writing at any level.

LEVEL ONE: The grievant meets with immediate supervisor in hope of resolving the matter, with both parties signature on the grievance form (Appendix C).

- LEVEL TWO:
- A. A written signed grievance must be filed with the immediate supervisor within 10 school days of the alleged violation, stating the nature of the grievance, the article and section of the Agreement allegedly violated, and the remedy requested.
 - B. Within 5 school days of receipt of a grievance, a meeting will be scheduled with the grievant, the Association representative, and the immediate supervisor, or Director of Special Education in the event of absence of the immediate supervisor.
 - C. A decision will be rendered within 5 school days after such meeting.

LEVEL THREE: If this decision is not satisfactory, the aggrieved person may within 5 school days, file the grievance with the Superintendent in writing. Within 10 school days of receipt of the grievance, the Superintendent / Designee will meet with grievant and the Association. A decision will be rendered in writing within 5 school days after such meeting.

LEVEL FOUR: If this decision is not satisfactory, the aggrieved person may file the grievance with the Board in writing at least one week (7 days) prior to the next regular Board meeting. The Board shall place said grievance on the agenda of its regular meeting at which time the aggrieved person will be given an opportunity to be heard. The Board shall render its decision in writing within 5 school days.

LEVEL FIVE: If the decision of the Board is not satisfactory, the grievant may submit to a State Mediator within 5 school days of receipt of said decision. The mediator shall submit his recommendation to both parties, which shall not be binding on either party. The Board shall review their decision made at Level 5.

- B. All documents, communications and records dealing with a grievance shall be filed separately from the employee's personnel file.
- C. Forms for filing and processing grievance shall be designed cooperatively by the Association or its representatives and the Board or its representatives and shall be prepared and given appropriate distribution so as to facilitate the operation of the grievance procedure.
- D. The employee retains the right to withdraw grievances at any level without prejudice.
- E. Information necessary to the determination and processing of the grievance shall be provided by the Administration.
- F. The number of days indicated in each level as set forth above is considered to be a maximum, and the failure of the employee to proceed to the next step of the grievance procedure within the time limits as set forth shall be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator, at any step, to communicate their decision to the employees within the specified time limits shall permit the employees to proceed to the next step. All time limits may be extended by mutual agreement in writing.
- G. It shall be the practice of both parties to process grievance procedures during times that do not interfere with assigned duties, if possible.

**ARTICLE XIII
EMPLOYEE EVALUATION**

- A. Employees shall have the right upon request to review the contents of their own personnel file except materials exempt by the Bullard-Plawecki Act.
- B. Nothing of an evaluative or disciplinary nature will be placed in the employee's personnel file without prior written notice (given or otherwise delivered to the employee at or before placement in the file) to the member.
- C. The Board will insure that each probationary employee is evaluated at least once per year, and "tenure" and "non-tenure" employees as defined in Article I, ¶ C, at least once in three years in accordance with the following:
 - 1. All monitoring or observation of the work of the employees shall be conducted openly.
 - 2. Criteria for evaluation of employees shall be written by the evaluation team after consultation with the Association.
 - 3. The formal evaluation will be preceded by at least two (2) working observations, each of which shall be at least thirty (30) consecutive minutes in duration. The Superintendent / Designee will notify the employee in advance of the working observations.
 - 4. A copy of the evaluation form and a statement as to how it will be used will be made available to each employee, prior to any evaluation.
 - 5. Employees shall be informed of any evaluative data which is included in their respective personnel files and given an opportunity to discuss the data with the evaluator.
 - 6. All evaluative data to be used in professional employee evaluations shall be in written form and shall be placed in the personnel file with any written responses the employee may wish to make to such evaluation.
 - 7. The following statement will be attached to the employee's evaluation for their signature: "It is understood that my signature attests to the fact that I have seen this document and not necessarily that I agree with its contents."

**ARTICLE XIV
EMPLOYEE COMPENSATION**

The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

For the duration of the agreement, all bargaining unit member's steps shall be frozen at the current step reported on June 30, 2011. The aggregate cost for step increases shall be divided by the total number of active district employees reported on July 1, 2011, and distributed to employees as a hard-dollar payment. On June 30, 2012, a 2nd calculation of the aggregate cost of step increases will be divided by the total

number of active district employees reported on July 1, 2012, and distributed in the same manner. No step increases shall be granted during the life of the agreement. Annual payments shall be distributed in the last payroll in June.

For those employees who are eligible through provisions of the Tenure Act, §380.1249 of the Revised School Code, and who have achieved a satisfactory evaluation in their annual evaluation, shall receive merit pay in the amount of \$200 in the final payroll in June. Criteria for such evaluation shall comply with Michigan statute.

- A. An employee's daily rate shall be determined by dividing the annual salary by 186.
- B. In placing new employees on the salary schedule, credit for previous experience in area of specialty, i.e., (Teachers, Social Worker, Psychologist, etc.) will be given. Credit for related experience (teacher, public, private practice experience) shall be determined by the Superintendent / Designee using the following formula:
 - 1. One year of experience for each of the first five years.
 - 2. One-half year of experience for each of the next six years.
 - 3. If accepted experience as calculated by the above procedures equals other than a whole number, the experience accepted will be rounded up to the nearest whole number.
 - 4. When circumstances necessitate placement on the salary schedule above step eight the Superintendent / Designee shall inform the Association in writing of the placement and rationale for placement.
- C. Advancements (from BA to MA, or from MA to MA+30) on the salary schedule shall become effective on the first pay period following submission of evidence by the employee of successful completion of required academic or professional courses to the Superintendent / Designee.
- D. The Board will reimburse employees for education course work tuition, which is relevant to their present position at \$300.00 per year. All course work to be taken must be specifically approved by the Superintendent or his/her designee in advance of enrollment if reimbursement is to be requested. Reimbursement will be paid upon receipt of successful completion of the course.
- E. Eligible bargaining unit members who begin their 18th year of employment with the District shall receive a continual longevity payment of \$500. Upon their 23rd year, they shall receive a continual longevity payment of \$1,000, and upon their 28th year shall receive a continual longevity payment of \$1,500.

**ARTICLE XV
CALENDAR**

- A. Full time employees shall serve at least 186 days. Student days may be adjusted to the calendar of the district which they serve.
- B. The Board and the Association recognize the need for flexibility in determining schedules that will support children at different special education sites. The contracted day will be the site-based schedule, reflecting the number of hours required by law for pupil instruction, student needs, and other site and programming needs. The Board will include the Association in scheduling decisions.

Should the number of hours required by law for pupil instruction change during the life of this agreement, the Board and the Association shall meet to negotiate the impact of the change.

**ARTICLE XVI
NEGOTIATION PROCEDURES**

- A. The parties shall initiate negotiations on an ongoing basis for the purpose of creating successor Agreements in accordance with the Memorandum of Understanding, Living Agreement.
- B. Should such a meeting result in a mutually acceptable Agreement then the Agreement shall be subject to ratification by the Board and the Association.
- C. Neither party in any negotiation shall have any control over the selection of the negotiating or bargaining representatives of the other party. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies on the earliest convenient date. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement, as soon as possible.
- D. If the negotiations have reached an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 will be followed.
- E. This Agreement supersedes and cancels all previous Agreements, verbal or written between the Board and the Association and incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiation.
- F. Despite reference herein to the Board and the Association as such each reserves the right to act hereunder by duly authorized committee, or designated representative.
- G. There shall be at least three signed copies for purposes of record: one retained by the Board, one by the Association, and one by the Superintendent.

ARTICLE XVII
DURATION OF AGREEMENT

The Agreement shall be effective as of the date of approval by the parties, and shall continue in effect for two years until the 30th day of June, 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Agreement

2011-2013

Bay-Arenac Education Association – MEA/NEA

Bay-Arenac ISD Board of Education

**MEMORANDUM OF UNDERSTANDING
LIVING AGREEMENT**

Between
Bay-Arenac Intermediate School District
And
Bay-Arenac Education Association/MEA-NEA

THIS LIVING AGREEMENT, entered into this 1st day of July, 1997, between Bay-Arenac Intermediate School District, and Bay-Arenac Education Association/MEA-NEA, the signatories, who shall be the sole parties to this Agreement.

WHEREAS, during negotiations, the parties recognized the need to “**resolve mutual problems and concerns as they arise**”. In addition, both parties agreed “**in principle with the concept of an ongoing problem solving process**” and were “**committed to achieving mutually established goals and objectives directed towards the implementation of such a philosophy**” in Bay-Arenac Intermediate School District. To formalize the implementation of this concept;

IT IS AGREED that prior settlements in force, seniority agreements, conditions of employment, and letters of understanding contained in this agreement will remain in effect and will be changed or modified on an ongoing basis with the mutual agreement of both parties. Changing these agreements is subject to the approval of the Board, and the Association.

THIS AGREEMENT will be terminated only if either party notifies the other, in writing, by certified mail, at least sixty (60) days prior to their intent to terminate.

IN WITNESS WHEREOF, the parties have caused their names to be subscribed by their duly authorized Officers and Representatives on this 18th day of August, 1997.

**BAY-ARENAC INTERMEDIATE
SCHOOL DISTRICT**

**BAY-ARENAC EDUCATION
ASSOCIATION/ MEA-NEA**

APPENDIX A
2011-2013

Step	.64 BA	.75 BA	BA	MA	MA+30
1	23,580	27,632	36,843	40,470	41,474
2	25,113	29,429	39,239	43,025	44,098
3	26,629	31,206	41,608	45,571	46,710
4	28,123	32,956	43,941	48,124	49,327
5	29,607	34,696	46,261	50,655	51,920
6	31,116	36,464	48,618	53,248	54,579
7	32,604	38,208	50,944	55,740	57,133
8	34,129	39,995	53,327	58,316	59,775
9	35,653	41,781	55,708	60,888	62,409
10	37,204	43,598	58,131	63,527	65,115
11	38,237	44,809	59,745	65,634	67,274
12	39,166	45,898	61,197	67,510	69,198
13	39,991	46,865	62,486	69,900	71,646

Appendix B
Waiver of Seniority Rights

After careful and thorough consideration, I have decided that it is in my best interest to waive my seniority rights and to be placed on layoff status, as it is allowed under Article VIII of the Professional Agreement between Bay-Arenac ISD and the Bay-Arenac Education Association, MEA/NEA.

By signing this Waiver, I understand that I am relinquishing the following rights:

1. The right to use my seniority to retain employment and avoid layoff in my program or service area. This waiver of seniority can occur either through volunteering to be placed on layoff status through Article VIII ¶E, or through relinquishment of my bumping rights pursuant to Article VIII ¶D(2)(b), if I have been selected for layoff.
2. The right to maintain that I should not have been placed on layoff status at this time due to the provisions of the Professional Agreement.
3. The right to initiate any claim, grievance, or litigation against Bay-Arenac ISD based upon breach of contract or other theories due to the granting of my request to be placed on layoff status.
4. The right to be placed in a bargaining unit position held by another less senior employee holding an assignment for which I am certified, qualified, and/or licensed. However, this waiver does not extend to my right to be recalled to any vacancies within the bargaining unit for which I am certified, qualified, and/or licensed and for which I possess the requisite seniority at the time the recall opportunity becomes available.

I also understand that if I have acquired rights under the Teachers' Tenure Act, nothing in this Waiver shall be regarded as a waiver of rights under that law, to the extent that I am unable to waive such right under Article X of that statute.

I also represent that I have not been subjected to any pressure or other improper influence by either Bay-Arenac ISD (including its employees and agents) or by the Bay-Arenac Education Association or its affiliates (or their respective employees or agents) with regard to my decision to request to be placed on layoff status.

My signature on this document indicates that I understand all of the above terms, have considered them carefully, and have independently decided that they are in my best interest. My signature also indicates agreement that this decision is irrevocable.

Signature	Date
Accepted Bay-Arenac ISD	Date
Accepted Bay-Arenac Education Association	Date

**APPENDIX C
GRIEVANCE FORM**

LEVEL ONE: DISCUSSION WITH SUPERVISOR (within 10 school days of alleged violation):

Date: _____ Time: _____

Comments: _____

Name of Grievant: _____ Name of Supervisor: _____

LEVEL TWO: SUPERVISOR LEVEL (meeting date within 5 school days of receipt of grievance):

Date Filed: _____ Time Filed: _____

Meeting Date: _____ Meeting Time: _____

Present at meeting: _____

Supervisor's decision within 5 school days of meeting in Level Two (be specific): _____

Supervisor's Signature: _____ Date: _____

(Within 10 school days of meeting):

Received By: _____ Date: _____

If decision in Level Two is not satisfactory, the grievant may file the grievance in writing with the Superintendent within 5 school days of said decision

LEVEL THREE: SUPERINTENDENT/DESIGNEE LEVEL (within 10 school days of Level Two):

Date Filled: _____ Time Filled: _____

Meeting Date: _____ Meeting Time: _____

Present at meeting: _____

Superintendent's decision within 5 school days of meeting in Level Three (be specific): _____

Superintendent's Signature: _____ Date: _____

Receipt of decision acknowledged (within 10 school days after meeting in Level Three):

Received By: _____ Date: _____

LEVEL FOUR: BOARD LEVEL (at least 7 days prior to next regularly scheduled Board Meeting):

Date Filed: _____ Time Filed: _____

Board Meeting Date: _____ Meeting Time: _____

Board's decision within 5 school days of Board Meeting (be specific): _____

Board President's Signature: _____ Date: _____

Receipt of decision acknowledged (within 5 school days after Board Meeting in Level Four):

Received By: _____ Date: _____

LEVEL FIVE: THRID PARTY LEVEL (within 5 school days of receipt of decision in Level Four):

Date Filed: _____ Time Filed: _____

Third Party's decision (be specific): _____

Third Party's Signature: _____ Date: _____

Receipt of decision acknowledged

Received By: _____ Date: _____

Appendix C
Article XII
Grievance Procedure Timelines

Step Level	Allotted Time	Lapsed Time
<i>Alleged grievance occurs</i>		Day 1
Level 1: Grievant meets with Immediate Supervisor	Within 10 school days of alleged grievance	
Level 2: Written signed grievance filed	Within 10 school days of alleged grievance	10 school days
Level 2: Meeting with Grievant, Association Representative and Immediate Supervisor (and/or Director of Special Education)	Within 5 school days of receiving Level 2 signed grievance	15 school days
Level 2: Decision rendered	Within 5 school days of Level 2 meeting	20 school days
Level 3: If decision in Level 2 is not satisfactory, Grievant may file grievance in writing with the superintendent	Within 5 school days of decision in Level 2	25 school days
Level 3: Superintendent/Designee meets with Grievant and Association Representative	Within 10 school days of receiving signed grievance from Level 3	35 school days
Level 3: Decision rendered	Within 5 school days of Level 3	40 school days
Level 4: If decision in Level 4 is not satisfactory, Grievant may file written grievance with the Board of Education	At least one week (7 days) prior to next regular Board of Education meeting, 14 calendar days may elapse before next Board of Education meeting	54 school days
Level 4: Decision rendered	Within 5 school days of Board of Education meeting	59 school days
Level 5: If decision in Level 4 is not satisfactory, grievance may be submitted to a State Mediator	Within 5 school days of receipt of decision in Level 4	64 school days
State Mediator review and makes recommendation		

APPENDIX D

Interpreter Schedules

Interpreter schedules will be determined using the following process:

1. Student schedules and needs will be developed by the teachers as soon as available and will be communicated to the interpreters and supervisor.
2. The interpreters will develop a schedule to meet those needs, keeping in mind schedules may change.
3. The interpreters will communicate their schedules to the supervisor and teachers.
4. Unresolved scheduling issues will be resolved by the supervisor.

APPENDIX E
Interpreter Extra Duty Pay

Non-instructional duties are those outside the normal school day. They may include sports, drama, vocational competitions, or other school sponsored extra curricular activities not covered in other articles of the agreement.

- A. The method for assigning Interpreters to non-instructional duties will be as follows: The program supervisor will communicate the activity(ies) students have indicated an interest in participating in. Each activity will have an approximate number of assigned hours. (The base will be developed using current data.) The Interpreters will have a choice whether to accept or reject the extra duty. If an Interpreter accepts the activity, the actual hours worked will be charged per the time sheet. If an Interpreter rejects the activity, the actual hours worked by the Interpreter who accepted will be charged. The Interpreter with the lowest number of extra duty hours will be asked for the next assignment. (See letter of clarification dated 7/29/02.)

- B. A percentage of the Interpreter's weekly salary multiplied by the number of hours engaged in interpreting for the student will be the basis for compensation. As an example, if the Interpreter's salary is \$545.22 (equivalent to Step 1 of the state approved strand) multiplied by 2.86% (.0286), and then multiplied by the number of hours engaged in the activity, equals the compensation.

"FYI"

**BAY-ARENAC ISD
FAMILY AND MEDICAL LEAVE ACT
REQUEST FOR LEAVE OF ABSENCE**

DATE: _____
NAME: _____
SOCIAL SECURITY #: _____

I hereby request a leave of absence under the Family and Medical Leave Act (FMLA) for one of the following reasons.

- birth of a child - estimated date of delivery _____
- placement for adoption or foster - date of placement _____
- family member's "serious health condition"
- specify relationship _____
- my own "serious health condition"

Type of FMLA leave requested:

- Consecutive Months (up to 12 weeks) Beginning Date _____
- Intermittent Leave Expected days/weeks/months on leave _____
- Reduced Leave Schedule - Specify change in schedule _____

I understand that any sick leave or personal days accrued must be used.

Except as explained below, you have the right under the FMLA of up to twelve (12) weeks in a fiscal year (July 1 - June 30) for the reasons listed above. Also, your health benefits must be maintained during any period of unpaid leave under the same conditions as if you continued to work, and you must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from leave. If you do not return to work following FMLA leave for a reason other than: (1) the continuation, recurrence, or onset of a serious health condition which would entitle you to FMLA leave; or (2) other circumstances beyond your control, you may be required to reimburse us for BAISD's share of health plan contributions made on your behalf during your FMLA leave.

If you normally pay a portion of the health premiums, these payments must continue during the period of FMLA leave. Arrangements for payment should be discussed with the benefits office at 667-3251. You have a minimum 30-day grace period in which to make premium payments. If timely payment is not made, your group health plan benefits may be canceled, provided BAISD notifies you in writing at least 15 days before the date that your health coverage will lapse.

This is to inform you that: (check appropriate boxes, explain where indicated)

You are eligible not eligible for leave under the FMLA.

The requested leave will will not be counted against your annual FMLA leave entitlement.

Medical Certification Requested: yes no If certification is requested it must be received by _____ (must be at least 15 calendar days after you are notified of this requirement) or we may delay the commencement of your leave until the certification is submitted.

You will will not be required to present a fitness-for-duty certificate prior to returning to work. If such certification is required but not received, your return to work may be delayed until the certification is provided.

Employee Signature

Date

Supervisor Signature

Date

**YOUR RIGHTS
UNDER THE
FAMILY AND MEDICAL LEAVE ACT OF 1993**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for a covered employer for at least one year, and for 1,250 hours over the previous 12 months, and if there are at least 50 employees within 75 miles.

REASONS FOR TAKING LEAVE: Unpaid leave must be granted for any of the following reasons:

- to care for the employee’s child after birth, or placement for adoption or foster care;
- to care for the employee’s spouse, son/daughter, or parent, who has a serious health condition, or
- for a serious health condition that makes the employee unable to perform the employee’s job.

At the employee’s or employer’s option, certain kinds of paid leave may be substituted for unpaid leave.

ADVANCED NOTICE AND MEDICAL CERTIFICATION: The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is “foreseeable”.
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer’s expense) and a fitness for duty report to return to work.

JOB BENEFITS AND PROTECTION:

- For the duration of FMLA leave, the employer must maintain the employee’s health coverage under any “group health plan”.
- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee’s leave.

UNLAWFUL ACTS BY EMPLOYERS: FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

ENFORCEMENT:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FOR ADDITIONAL INFORMATION: Contact the nearest office of the Wage and Hour Division, listed in most telephone directories under U.S. Government, Department of Labor

U.S. Department of Labor, Employment Standards Administration
Wage and Hour Division, Washington, D.C. 20210