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8/31/97  
Contract Supplement/Extension

8/31/98

**MICD**



LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

Agreement between the  
**MACOMB INTERMEDIATE SCHOOL DISTRICT**  
and the  
**MACOMB INTERMEDIATE FEDERATION OF TEACHERS**  
AFT - Local 2144

# PROFESSIONAL CONTRACT 1994-97

*Macomb Intermediate School District*

## Table of Contents

<b>ARTICLE I</b> .....	2
<b>RECOGNITION</b> .....	2
Section 1: Professional Personnel Covered .....	2
Section 2: Assignment of Work Performed by Bargaining Unit .....	2
Section 3: Announcement of New Positions .....	2
Section 4: Relationship of New Positions to Bargaining Unit .....	2
Section 5: Fair Employment Practices .....	2
Section 6: Union Dues and Service Fees Check-Off .....	3
Section 7: Union Security .....	5
 <b>ARTICLE II</b> .....	 7
<b>EFFECT OF AGREEMENT</b> .....	7
Section 1: Commitment Between Employer and Employee .....	7
Section 2: Provisions Contrary to Law .....	7
Section 3: Employee Contracts .....	7
 <b>ARTICLE III</b> .....	 8
<b>DEFINITIONS OF RESPONSIBILITIES AND RIGHTS</b> .....	8
Section 1: Management Rights .....	8
Section 2: Academic Freedom .....	8
Section 3: Personnel Files .....	8
Section 4: Other Files .....	9
Section 5: Disciplinary Interviews and Reprimands .....	10
Section 6: Union Business on District Property .....	10
Section 7: Use of Bulletin Board .....	10
Section 8: Union Access to Statistical Information .....	10
Section 9: School Board Meetings .....	11
Section 10: Personnel Directory .....	11
 <b>ARTICLE IV</b> .....	 12
<b>NEGOTIATION PROCEDURES</b> .....	12
Section 1: Determination of Date and Time of Meetings .....	12
Section 2: Selection of Representatives .....	12
Section 3: Provisions for Conferences .....	12
 <b>ARTICLE V</b> .....	 13
<b>GRIEVANCE PROCEDURE</b> .....	13
Section 1: Definitions .....	13
Section 2: General Principles .....	13
Section 3: Procedure for Adjustment of Grievances .....	14
 <b>ARTICLE VI</b> .....	 17
<b>SENIORITY</b> .....	17
Section 1: Seniority .....	17
Section 2: First Year Salary Credits .....	17

<b>ARTICLE VII</b> .....	19
VOLUNTARY TRANSFER, INVOLUNTARY TRANSFER, VACANCIES AND POSTINGS, REDUCTION AND LAYOFF, ASSIGNMENTS AND REASSIGNMENTS, RESIGNATIONS, RECALL AND TEACHER/PARAPROFESSIONAL CONFLICTS	
.....	19
Section 1: Definitions Within the MISD: .....	19
Section 2: Transfers Within the MISD .....	20
Section 3: Involuntary Transfer .....	21
Section 4: Vacancy and Postings .....	21
Section 5: Reduction and Layoff .....	22
Section 6: Assignment or Reassignment .....	25
Section 7: Close Out/Reduction .....	25
Section 8: Resignation .....	25
Section 9: Recall .....	25
Section 10: Professional/Para-Professional Relationships .....	26
 <b>ARTICLE VIII</b> .....	 27
SCHEDULES, HOURS AND ASSIGNMENTS .....	
Section 1: Calendar .....	27
Section 2: Hours .....	31
Section 3: Job Sharing .....	34
Section 4: Maintaining Current Schedule .....	37
Section 5: Local School District Schedules .....	37
Section 6: Class Size .....	37
Section 7: Placement of Students .....	37
Section 8: Snow Days .....	37
Section 9: Inservice Training Committee .....	39
Section 10: School Improvement Plans .....	39
 <b>ARTICLE IX</b> .....	 40
MISCELLANEOUS PROVISIONS .....	
Section 1: Contract Periods .....	40
Section 2: Para-Professional Absences .....	40
Section 3: Lunch Aides .....	40
Section 4: Damage to Personal Property .....	40
Section 5: Telephone for Teachers' Use .....	40
Section 6: Summer Supplements .....	41
Section 7: Employee Evaluation .....	41
Section 8: Union Officer Released Time .....	41
Section 9: Union Days .....	42
Section 10: Effective Dates of Participation .....	42
Section 11: Office Equipment .....	42
Section 12: Laundry Services .....	42
Section 13: Lavatory Facilities .....	42
Section 14: Policy Book .....	42
Section 15: Behavior Management .....	43
Section 16: Professional Serving as Administrator .....	43
Section 17: Health and Safety Committee .....	43

Section 18:	Communicable Diseases . . . . .	44
<b>ARTICLE X</b>	. . . . .	45
<b>COMPENSATION</b>	. . . . .	45
Section 1:	Compensation . . . . .	45
Section 2:	Payroll Procedures . . . . .	48
Section 3:	Payroll Deduction . . . . .	48
Section 4:	Insurance for Retirees . . . . .	49
Section 5:	Insurance Protection . . . . .	49
Section 6:	Additional Provisions . . . . .	54
<b>ARTICLE XI</b>	. . . . .	56
<b>ABSENCES</b>	. . . . .	56
Section 1:	Leave Policy for Professional Staff . . . . .	56
Section 2:	Work Related Disability . . . . .	58
Section 3:	Bereavement . . . . .	59
Section 4:	Conventions, Workshops, Conferences, Visitations . . . . .	59
<b>ARTICLE XII</b>	. . . . .	60
<b>LEAVES</b>	. . . . .	60
Section 1:	Jury Duty . . . . .	60
Section 2:	Military Leave . . . . .	60
Section 3:	Maternity Leave . . . . .	60
Section 4:	Parental Leave . . . . .	61
Section 5:	Public Office and Union Leave . . . . .	61
Section 6:	Travel Leave . . . . .	61
Section 7:	Study Leave . . . . .	61
Section 8:	Sabbatical Leave . . . . .	62
Section 9:	Extended Health Leave . . . . .	63
Section 10:	Unpaid Leave for 213, 215, and 235 Day . . . . .	63
Section 11:	Return From Leaves . . . . .	64
Section 12:	Extensions . . . . .	65
Section 13:	Submission of Requests . . . . .	65
Section 14:	Fringe Benefit Eligibility . . . . .	66
Section 15:	Leaves Subject to Qualified Replacements . . . . .	66
Section 16:	Adjusted Pay . . . . .	66
<b>ARTICLE XIII</b>	. . . . .	67
<b>DISCHARGE, LAYOFF, AND RETIREMENT</b>	. . . . .	67
Section 1:	Discharge . . . . .	67
Section 2:	Retraining . . . . .	67
Section 3:	Grievance Exclusions . . . . .	67
. . . . .	. . . . .	67
<b>LETTER OF UNDERSTANDING</b>	. . . . .	78
Decentralization . . . . .	. . . . .	78
Medically Fragile . . . . .	. . . . .	79
School Improvement, Mentor/Career Ladder, Internship Program . . . . .	. . . . .	80

**PREAMBLE**

This agreement is made this 12th day of October, 1994, by and between the Board of Education of the Macomb Intermediate School District (hereinafter called the "Employer"), and the Macomb Intermediate Federation of Teachers, AFT Local 2144 (hereinafter called the "Union"), for the period beginning September 6, 1994, and ending August 31, 1997.

**WITNESSETH**

**WHEREAS**, the Employer and the Union recognize and declare that assisting constituent school districts to provide a quality education for the children of the district is their mutual aim and that the character of such education depends upon the quality of performance of all parties concerned, and

**WHEREAS**, the members of the Union have qualifications that are helpful in formulating programs designed to improve delivery of service to constituent districts, and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this agreement,

**IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I**  
**RECOGNITION**

**Section 1: Professional Personnel Covered**

The Employer recognizes the Union as the sole and exclusive bargaining representative for all professional personnel engaged in instructional or instructionally related positions who are placed on the salary schedule herein and excluding all other employees. For the purposes of this agreement, the term "employees" shall mean any member of the bargaining unit.

**Section 2: Assignment of Work Performed by Bargaining Unit**

Work presently performed by members of the bargaining unit shall not be assigned to persons outside the unit without the consent of the Union, except that nothing in this section prohibits the Employer from performing any work that is inherently a part of the Macomb Intermediate School District function, from engaging in any cooperative arrangements in which persons normally under contract to constituent districts are performing work inherently a part of the Macomb Intermediate School District function, or from contracting for services that require expertise or experience not represented by members of the bargaining unit.

**Section 3: Announcement of New Positions**

The Employer shall notify the Union of all new positions before such positions are filled. The notification shall include a job description, qualifications, salary lane and a comment placing the position within or without the bargaining unit. If the Union disagrees with the designation of the written notice as to eligibility for membership in the bargaining unit, the Union may request a conference as per the provision of Article IV, Section 3 of this agreement.

**Section 4: Relationship of New Positions to Bargaining Unit**

If such positions fulfill the classifications of Section 1 of this Article, all personnel hired to fill those positions shall be considered to be members of this bargaining unit and shall be subject to all terms and conditions of this agreement.

**Section 5: Fair Employment Practices**

- A. This agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Employer agrees that with respect to hiring, working conditions and promotion practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, national origin, sex, marital status, physical handicap, age, or membership participation in the activities of the Union that do not violate or extend the express provisions of this agreement.

## ARTICLE I

- C. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, marital status, physical handicap, age, or prior membership or past participation in the activities of any employee organization.
- D. The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees that within the limitations and capabilities of its personnel to seek out and recruit staff members who best fulfill these requirements. The Employer agrees to welcome applications from all minority groups and both sexes in all of its announcements of vacancies posted for positions covered by this agreement.

### Section 6: Union Dues and Service Fees Check-Off

- A. Upon filing with the Employer the written authorization form for payroll deductions designated below, signed by the employee, the Employer agrees, during the term of this agreement and any extension or renewal thereof, to deduct Union membership dues or fees representing the proportionate share of collective bargaining costs as determined by the Union from time-to-time (herein called "service fees"), levied in accordance with the Constitution and By Laws of the Union, from the pay of such employee. The form of the authorization shall be as follows:

ARTICLE I

     First  
     Second  
     Final Notice

Professional: \_\_\_\_\_  
S.S. No: \_\_\_\_\_  
Location: \_\_\_\_\_  
Amount Due: \_\_\_\_\_

DEDUCTION AUTHORIZATION  
MACOMB INTERMEDIATE FEDERATION OF TEACHERS  
MEMBERSHIP DUES OR SERVICE FEES  
LOCAL #2144

I hereby authorize the Macomb Intermediate School District to deduct the above amount due (total), in five equal installments, from five consecutive paychecks, the total to be paid in full to the Macomb Intermediate Federation of Teachers. This authorization is to continue in full force and effect until such time as my employment is terminated, a change of assignment removes me from the bargaining unit, or until this authorization is revoked by written notice. I further authorize the Federation's Treasurer to change the amount of this deduction when such a change has been adopted by a vote of the membership as prescribed by the Constitution of the Macomb Intermediate Federation of Teachers.

Check ONE (1) of the following:

\_\_\_\_\_ representing my dues for membership in the Macomb Intermediate Federation of Teachers, AFT, MFT, AFL-CIO

\_\_\_\_\_ as a Service Fee representing my proportionate share of the collective bargaining costs of the Macomb Intermediate Federation of Teachers.

\_\_\_\_\_  
Signed

\*\* \_\_\_\_\_ I want ten (10) consecutive payroll deductions instead of five (5).

\*\* \_\_\_\_\_ I prefer to pay by check. Partial payment due by September 24, second payment due by October 31, and payment in full due by November 30. Any balance due after November 30 will be sent to payroll for deduction.

\*\* Dues, contributions or gifts to the Macomb Intermediate Federation of Teachers are not deductible as charitable contributions for Federal tax purposes. Dues paid to the Macomb Intermediate Federation of Teachers, however, may qualify as business expenses, and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

\* Send this form and any checks to: MIFT Treasurer  
Mark envelope "UNION" or "PERSONAL"  
Make checks payable to: MIFT, Local #2144



## ARTICLE I

- B. Deductions, in accordance with paragraph A of Section 6 of this Article, from five or ten consecutive paychecks, shall be in the amount stipulated by the Union for the term of this agreement, and shall commence with the first paycheck issued in October each year.

The Employer agrees to forward such deductions along with a list of the employees from whom the deductions have been made, within one week following such deduction, to the Treasurer of the Union.

- C. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assignments at the commencement of the school year. Any assignments that are still pending shall be forwarded within five business days after they are determined. Further, the MISD shall notify the Union of any employee in the bargaining unit entering or leaving employment.

The Union will also be notified of professionals employed continuously in the same position for 115 days or more. Those employees shall not be eligible for union membership until the 116th day of continuous service.

- D. The Union agrees, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year for union dues or service fees as described in Article I, Section 6A, under such authorization covering union dues. The Union further agrees to notify the Employer at additional times as may be necessary, any changes in the Union's dues or collective bargaining costs.
- E. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Union agrees, in the event that it has received monies in excess of authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

### Section 7: Union Security

The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit regardless of whether or not such member belongs to the Union, accept the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- A. Within thirty (30) days after employment, or the execution of this agreement, whichever is later, all members of the bargaining unit shall have the opportunity to join the Union and execute an authorization permitting the deduction of union dues.
- B. Any member of the bargaining unit who has not joined the Union and executed an authorization for deduction of union dues during such period, or having joined has

## ARTICLE I

not continued to pay union dues, shall immediately execute an authorization permitting deduction of service fees, representing the proportionate share of collective bargaining costs as determined by the Union from time-to-time. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

- C. The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of this agreement or its extensions or renewals, as well as new hires) of the above stated requirements and shall forward to the Union within the above stated thirty (30) day period, the name(s) of such employees and date of employment.
- D. Failure within the above stated thirty (30) days to deliver authorization for deduction of either new union dues or the above described service fee shall constitute a basis for discharge and the Employer agrees, upon receipt of notification from the Union, that a member of the bargaining unit has failed to execute such authorization within the specified thirty (30) days, to discharge such employee within five (5) days; it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.
- E. In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to re-employment.
- F. The Macomb Intermediate Federation of Teachers shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, damages or other forms of liability or expense that may arise out of or by reason of action taken by the Employer for the purpose of complying with Section 6 and 7 of this Article, including all court costs and reasonable legal fees of the Employer's counsel.

The Union further agrees that if it shall fail to reimburse the Employer promptly upon demand for any of the aforesaid items, the Employer shall be entitled, in addition to any other legal remedies, to apply against such indebtedness of the Union to the Employer until paid in full, thirty percent of membership dues and service fees collected by the Employer on behalf of the Union, pursuant to the provisions of this Article.

## **ARTICLE II**

### **EFFECT OF AGREEMENT**

#### **Section 1: Commitment Between Employer and Employee**

The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.

#### **Section 2: Provisions Contrary to Law**

If any provision of this agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this agreement shall continue in full force and effect and the parties agree to meet for the purpose of negotiating substitute language for the voided provision(s).

#### **Section 3: Employee Contracts**

Any contract of employment between the Employer and an individual employee shall be expressly subject to the terms and conditions of this agreement.

## **ARTICLE III**

### **DEFINITIONS OF RESPONSIBILITIES AND RIGHTS**

#### **Section 1: Management Rights**

The Employer, 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:

- A. To the executive management and administrative control of the Macomb Intermediate School District and its properties and facilities, and the activities of its employees.
- B. To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote and transfer all such employees.
- C. To establish all functions, programs, and services as prescribed by law or as deemed necessary or advisable by the Employer.
- D. To decide upon the means and methods of providing those functions, programs, and services, the selection of appropriate equipment and materials and the use of aids of every kind and nature.
- E. To determine the hours of work, the duties, responsibilities, assignments and work locations of all employees with respect thereto, and with respect to administrative and non-instructional activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, 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 agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

#### **Section 2: Academic Freedom**

No material about an employee pursuing his duties with the Macomb Intermediate School District gathered by means of any electronic communications device shall be admissible as evidence in any action against an employee without his consent.

#### **Section 3: Personnel Files**

- A. Evaluations, correspondence, or other material making reference to an employee's competence, character or manner shall be kept in a single file. This is the only operative personnel file.

### ARTICLE III

- B. Employees shall be permitted to inspect all of the contents of their personnel file after they have been employed one month.
- C. All materials contained in the personnel file not offered to the employee for initialing (which initialing shall signify only that the employee has read the material and not that he/she necessarily agrees with the content) or comments if he/she so desires within ten (10) days after receipt shall not be permitted as evidence in any grievance or disciplinary action against such employee and such material shall be forwarded to the employee or Union by registered mail.
- D. In the event the employee cannot or will not sign the materials, one of the following procedures shall be used:
  - 1. The Employer and/or Union may request a witness to the delivery of the material to the affected employee, or
  - 2. The material may be sent by registered mail and the return receipt attached to the material and placed in the affected employee's file.
- E. Statements from non-professional sources, placed in an employee's file for disciplinary purposes, shall be removed after one (1) year at the written request of the employee providing there is no further basis for any written reprimand or disciplinary action.

#### Section 4: Other Files

##### A. Grievance File:

All documents pertaining to the processing of grievances will be maintained in the Director of Employee Relations's office and the Union office.

##### B. Extended Health Leave File:

This file is solely for the purpose of maintaining a record of extended health leaves and is non-accessible to any outside force.

##### C. Principal's File:

This file shall consist of copies of signed evaluations, a copy of which has also been given to the employee.

- D. Upon request the employee may review all files pertaining to himself/herself which are duplicates of personnel file items or the extended health leave file.

**Section 5: Disciplinary Interviews and Reprimands**

Disciplinary interviews and reprimands will be considered in private and the employee will be given advance notice in writing that such an interview is being scheduled. An affected employee, however, will have the right in all such instances to request the presence of a union representative at said interview. When such a request is made, the interview will not proceed until the representative is in attendance (except in instances of unreasonable delay of over twenty-four (24) hours). The interviewing administrator reserves the right to have a member of his/her administrative staff present. All interviews covered by this section shall be reduced to writing. Statements contained herein shall be placed in the employee's file. Such statements shall be removed after two (2) years at the written request of the employee providing there is no further basis for written reprimand or disciplinary action.

**Section 6: Union Business on District Property**

- A. The Union and its representatives shall have the right to use the Macomb Intermediate School District buildings for meetings at any time that is not in conflict with the working hours of the employees or with any function of the Macomb Intermediate School District, provided that when special custodial service is required, the Employer may make a reasonable charge therefor. No charge shall be made for the use of rooms one (1) hour before the commencement of the business day nor until 6:00 p.m. of that business day. Such use will require that the Union follow the established building scheduling procedures.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on the Macomb Intermediate School District property, provided that such transaction shall not interfere with the working hours of the employees or with any function of the Macomb Intermediate School District, and further provided that the administration shall not be required to open buildings on days or at times they are normally closed, or to permit use at such times as custodians are not scheduled or not available.

**Section 7: Use of Bulletin Board**

The Union shall have the right to post notices of its activities and matters of Union concern on bulletin board space within the staff lounge areas in all locations where members of the bargaining unit are permanently assigned. Said notices and other materials may be circulated through office mail service.

**Section 8: Union Access to Statistical Information**

The Employer shall make available to the Union within a reasonable time (for purposes of this section "reasonable time" should not extend beyond two (2) weeks) any statistics, records, work schedules, or other information which the Union considers necessary for preparation of bargaining demands, for implementation of the terms of this agreement, or

### ARTICLE III

for processing grievances arising out of this agreement. The Union agrees to reimburse the Employer for the cost of labor and materials expended to comply with this section. Nothing contained herein shall require the Board to compile materials in ways they are not normally compiled.

#### Section 9: School Board Meetings

- A. Board agendas along with whatever reports, addends and other information included in a Board Packet which is public information, shall be provided for the Union President and Grievance Chairperson at the time they are sent to the Board. In the case of meeting cancellations, the Union President shall be notified.
- B. An unofficial copy of all regular board meetings minutes shall be given to the Union President and Grievance Chairperson within one (1) week following all regular school board meetings. Said minutes will be stamped at the top of each page "Unofficial". An official copy will be forwarded thereafter to both the Union President and the Grievance Chairperson.

#### Section 10: Personnel Directory

The Intermediate School District personnel directory will be printed and distributed by the administration to all professional personnel as soon as possible each school year. The Employer agrees to make every effort to publish the directory by October 15th.

## **ARTICLE IV**

### **NEGOTIATION PROCEDURES**

#### **Section 1: Determination of Date and Time of Meetings**

Negotiations for a new agreement or modifications of the existing agreement shall begin at a time, date and place mutually determined by the Employer and Union.

#### **Section 2: Selection of Representatives**

Neither party in any negotiations shall have any control over the selection of the bargaining representatives of the other party, and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions and recommend ratification in the course of negotiations.

#### **Section 3: Provisions for Conferences**

After ratification of this agreement, either party may request conferences to discuss matters which may arise from time-to-time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. However, contract alterations shall not be discussed except by mutual agreement of both parties. Any contract alteration shall take effect upon ratification of both parties. Conferences shall be held at the earliest opportunity following such request.



**ARTICLE V**  
**GRIEVANCE PROCEDURE**

**Section 1: Definitions**

- A. A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement regarding hours, wages and working conditions.
- B. An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.
- C. Wherever the term employee is used, it is to include any member or members of the bargaining unit.
- D. Wherever the singular is used, it is to include the plural.
- E. Wherever notice is used, it is meant that such be written notice to all persons concerned.
- F. The term days in this Article shall mean duty days, except where otherwise indicated.

**Section 2: General Principles**

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the Director/Supervisor, it may be initiated at Step 1 of this procedure.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- D. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay, for that purpose.
- E. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure.
- F. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.

## ARTICLE V

- G. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- H. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein and shall have no power to extend such limits.
- I. The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement.
- J. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.
- K. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.
- L. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written statement of the issue(s) to the arbitrator in advance of the hearing date.
- M. No arbitrator shall hear more than one grievance at any one hearing without the mutual consent of the Employer and the Union.
- N. The primary purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.
- O. After Step 1 the grievance procedure shall be considered a part of the appellate process. No matter not raised previously, including remedy, may be discussed.

### **Section 3: Procedure for Adjustment of Grievances**

Grievances shall be presented and adjusted in accordance with the following procedures:

## ARTICLE V

### A. Informal Conference

1. A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the Director/Supervisor with the object of resolving the matter informally.
  - a. By an employee in person on his/her own behalf.
  - b. By an employee accompanied by the Union President or his/her alternate.
  - c. Through the Union President or his/her alternate, if the employee so requests.
  - d. By the Union President or his/her alternate in the name of the Union.
2. In the event the matter is resolved informally and the union representative was not present at the adjustment of the complaint, the Superintendent or his designee shall inform the Union of the adjustment.

### B. Step I - Written Procedure: In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose, may be submitted to the Superintendent or his designee within fifteen (15) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance.

1. The grievance may be lodged and thereafter discussed with the Superintendent or his designee:
  - a. By an employee in person on his/her own behalf.
  - b. By an employee accompanied by the Union President or his/her alternate.
  - c. Through the Union President or his/her alternate if the employee so requests.
  - d. By the Union President or his/her alternate in the name of the Union.
2. Within ten (10) days after receiving the written grievance, the Superintendent or his designee shall communicate his decision, along with his reasons therefore, in writing on the grievance form to the Union President or his/her alternate, and to the aggrieved employee, if any.

### C. Step II - Written Procedure: Within five (5) days after receiving the decision of the Superintendent or his designee, an appeal from the decision may be made to the

## ARTICLE V

Board of Education. The appeal shall be in writing on the form provided, and shall be accompanied by a copy of the original grievance and decision at Step I.

1. At its next scheduled meeting (but, in no event less than five (5) days or more than thirty-five (35) calendar days) after receipt of the appeal, the Board of Education shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step I, and counsel for the Union, if requested by the Union, unless the grievance is being processed by an employee in person on his own behalf. Participants in this hearing shall be given at least three (3) days notice of the hearing.
  2. No later than five (5) days after its next scheduled meeting after the hearing on the appeal, the Board of Education shall communicate its decision in writing on the form provided, together with supporting reasons, to the Director/Supervisor, the Superintendent or his designee, the Union President or his/her alternate, counsel for the Union (if any), and to the aggrieved employee, if any.
- D. **Step III - Arbitration:** Within ten (10) days after receipt of the decision of the Board of Education, the Union will notify management in writing of their intent to appeal the decision to binding arbitration which will take place under the rules and auspices of the American Arbitration Association unless both parties agree to the contrary.

## ARTICLE VI

### SENIORITY

#### Section 1: Seniority

- A. An employee in attendance for 50% or more of 185 working days shall accrue full credit on the salary schedule and full credit for one (1) year's seniority.
- B. An employee in attendance for less than 50% of 185 working days shall accrue half a step on the salary schedule, and credit for half a year's seniority.
- C. An employee in attendance for none of his/her 185 working days shall accrue no credit on the salary schedule and no credit towards seniority.
- D.
  - 1. Deductible absences shall include medical, military, educational, maternity, parental, extended health, and disciplinary suspension.
  - 2. Non-deductible absences shall include allowable sick days, personal business, jury duty, unpaid relief time and bereavement.
- E. Notwithstanding the above, an employee who has been off work for work related disability shall continue to accrue seniority for two (2) years.
- F. No seniority shall be accrued or granted other than within the bargaining unit.
- G. In the event years of seniority are equal:
  - 1. Date of hire shall prevail, or if equal,
  - 2. total experience outside bargaining unit, in a professional capacity, or if equal,
  - 3. degree beyond Bachelors Degree, or if equal,
  - 4. total credit hours beyond highest degree.

#### Section 2: First Year Salary Credits

Notwithstanding the above, seniority and salary credit for the first year or portion of the first year's employment with the MISD will be as follows:

- A. Full Year Credit (185 Day Employee and/or All New Employees)

That the professional will have become employed on or before October 15th of the current school year.

## ARTICLE VI

**B. One-Half Year Credit (185 Day Employee and/or All New Employees)**

That the professional will have become employed after October 15th and before February 15th of the current school year.

**C. Full Year Credit (215 Day Employee)**

The professional will have become employed on or before October 31st of the current school year.

**D. One-Half Year Credit (215 Day Employee)**

That the professional will have become employed after October 31st and before February 28th of the current school year.

**E. Full Year Credit (235 Day Employee)**

That the professional will have become employed on or before November 15th of the current school year.

**F. One-Half Year Credit (235 Day Employee)**

That the professional will have become employed after November 15th and before March 15th of the current school year.

## ARTICLE VII

### VOLUNTARY TRANSFER, INVOLUNTARY TRANSFER, VACANCIES AND POSTINGS, REDUCTION AND LAYOFF, ASSIGNMENTS AND REASSIGNMENTS, RESIGNATIONS, RECALL AND TEACHER/PARAPROFESSIONAL CONFLICTS

#### Section 1: Definitions Within the MISD:

- A. Transfer is movement to a local district program, or within classifications and/or divisions, or within Group 2 and 3, or into Group 2 and 3. Transfer within or into Group 1 and designated positions is prohibited. All Group 1 and designated positions shall be posted.
- B. Designated positions are those positions that require additional endorsement or certification in a Vocational area.
- C. Transfer Request is an application for a transfer.
- D. Transfer List is to be maintained by the personnel office. One transfer list shall include all requests for transfers.
- E. Vacancy is an opening left when transfer possibilities have been exhausted or when a new position is created for which no transfer requests have been received.
- F. Posting is the publicizing of a vacancy.
- G. Bid is an application for a posted position for which applicant possesses certification and qualifications.
- H. MR (mentally retarded) is a division composed of four classifications including Pre-primary Impaired (MIPPS), Trainable Mentally Impaired, Severely Multiply Impaired, and Severely Mentally Impaired.
- I. EI (emotionally impaired) is a separate division composed of one classification.
- J. AI (autistic impaired) is a separate division composed of one classification.
- K. Close-out

Reassignment: A move that takes place when an assignment has been eliminated and the number of positions in a classification remains equal to or more than the number of employees in that classification pursuant to Article VII, Section 6.

Reduction occurs when there are more employees in a classification than positions available in that classification, necessitating the removal of one or more employees from that classification pursuant to Article VII, Section 7.

- L. Layoff is the removal of an employee from the payroll due to a reduction.

- M. Recall is returning a laid off employee to the active roll.

**Section 2: Transfers Within the MISD**

- A. If a transfer is desired, an employee shall make a written transfer request on a form to be provided. A transfer request may be initiated at any time although to receive consideration for a vacancy it must be filed before the vacancy occurs. It shall be filed with the Personnel Office where a list will be maintained.

When the Personnel Department has received (and date stamped) notification that a vacancy exists through a requisition for personnel, subsequent incoming transfer requests will not be considered for that position or secondary openings caused by filling the primary position. No employee will receive consideration for a vacancy who has not submitted a request.

- B. A transfer request shall remain active until April 30th. Beginning May 1st new applications will be received for the coming fiscal year's transfer list.
- C. In the event of multiple transfer requests from one employee, only the request with the latest date shall be considered.
- D. When two or more employees apply for the same transfer, seniority shall prevail.
- E. An employee shall be ineligible to transfer during:
1. The first year of employment.
  2. The period between acceptance of a transfer and placement on the job.
  3. The one calendar year period following placement on the job.
  4. One calendar year following the second refusal of a transfer offer.
  5. Educational leave, unless the employee agrees to return to fill the position within thirty (30) days.
- F. An employee shall have three (3) working days to accept or reject a transfer offer in writing to be delivered to the immediate supervisor or the Personnel Office. Failure shall be regarded as refusal of the offer. Written acceptance shall be binding.
- G. Placement for all persons involved in a sequential transfer shall be effected on the starting date of the person or substitute filling the last opening in the sequence.
- H. If two or more professionals seek to exchange positions, the Employer agrees to investigate the feasibility of switching their assignments.



**Section 3: Involuntary Transfer**

When, for demonstrable cause, a transfer must be made on a non-voluntary basis, the least senior employee shall be transferred first, providing both parties' qualifications meet the requirements of the new positions to which they are being transferred. If an employee is transferred involuntarily, he/she shall not be subject to the transfer time limitations of Section 2E above.

**Section 4: Vacancy and Postings**

- A. 1. All vacancies shall be filled by the most qualified applicant. Management shall set the qualifications at the time of posting. For the purpose of this agreement, qualifications shall be considered to be a function of formal training and applicable or related work experience including evaluation of past performances. Where there is reasonable doubt regarding relative weighing of these factors with respect to qualifications of two or more applicants, the Employer may resolve the issue unilaterally.
- 2. Where qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with greatest seniority. Seniority ties shall be per Article VI, Seniority, Section 1G. Where qualifications are substantially equal, preference shall be given to a member of the bargaining unit over a new hire.
- B. Vacancies within the bargaining unit shall be publicized by the Employer by:
  - 1. Giving written notice of such vacancies to the Union at the time the positions are posted. All vacancies shall be posted for a minimum of fourteen (14) days.
  - 2. Posting such vacancy on the bulletin boards provided for staff use simultaneously with written notice to the Union.
  - 3. Postings shall include classification and level, job description, qualifications, building location, salary lane and the closing date for acceptance of bids.
- C. An employee shall be ineligible to bid on a job during:
  - 1. The first year of employment.
  - 2. The one year period following acceptance pursuant to a bid.
  - 3. The one year period following refusal of a job offered pursuant to a bid.
  - 4. The period between acceptance of an offer and placement on the job.

**Section 5: Reduction and Layoff**

**A. Group #1 - Consultants and Supplementary Services**

1. Employees classified as Consultant or on supplementary service positions such as Truant Officer, Librarian, Communication Specialist, Planning and Audit Monitor, Child Find Specialist, Child Accounting, etc. in the event a close out occurs where two or more such employees holding the same classification perform interchangeable assignments, the close out shall occur to the position of the low seniority employee.
2. An employee holding such classification, whose position has been closed out, may exercise seniority bump rights against the least senior employee in Group 2 or Group 3, who is in a position for which the closed out employee is certified, pursuant to conditions set forth below in C 1., C 2., D 1., 2., and 3.

**B. Group #2 - Support Services**

1. Support services positions such as Psychologist, Physical Therapist, Occupational Therapist, Social Worker, Speech Therapist, Curriculum Resource Teacher, Vocational Rehabilitation Counselor, Vocational Evaluator, Perceptual Motor Developmentalist, Mobility Trainer, Teacher Consultant (Hearing Impaired, Visually Impaired, Physically or Otherwise Health Impaired, Mentally Impaired, Learning Disabled, and Emotionally Impaired), Homebound Teacher, Audiologist, Nurse, etc. in the event of a reduction in force shall bump the low seniority employee in the respective classification. The least senior employee shall be reduced and be able to bump the least senior employee who is less senior than the reduced employee in any classification in group 2 for which they are certified. Employees whose position has been reduced shall first exhaust all bump rights within their group for which they are certified.
2. An employee whose position has been reduced from a classification within a group may exercise seniority bump rights against the least senior employee in any classification in Group 3 for which they are certified.

## ARTICLE VII

### C. Group #3 - Classroom and MIPPS Teachers

1. If a program close out occurs in a building where more than one room has a similar level program, the close out shall occur in the program of the professional employee with the least seniority.
2. In the event of a reduction of staff and/or layoff, the employee whose position has been eliminated shall have three (3) working days following notification to elect (failing, in which case, the administration shall select) one of the following employee's options:
  - a. Building Bump: To bump the low seniority employee in the classification in the building, or to bump the least senior employee in the employee's division in the building, or
  - b. District Bump: To bump the least senior employee in any classification within their division, or
  - c. Transfer List: exercise transfer rights in lieu of bumping another employee pursuant to article VII.

- D. Before layoff the MISD board shall determine, following consultation with the Federation, the number of positions to be eliminated and shall so notify the Federation and employees 60 (sixty) calendar days prior to layoff. No professional shall be laid off pursuant to necessary reduction in personnel for any school year or portion thereof, unless they have been notified of said layoff at least 60 (sixty) calendar days before the effective date of said action.

The following provisions apply to bargaining unit members in all three groups.

1. The employee may opt to select one of the following options: (All options listed in Section 5, C 1., and C 2. shall be exhausted first before moving to options under Section 5 D.)
  - a. To bump the least senior employee in any division who is less senior than the displaced employee if certified, or
  - b. To bump the least senior employee who is less senior than the displaced employee in group 2 or group 3 if certified, or
  - c. To bump into designated positions provided an employee possesses higher seniority, certification and proper endorsements, or.
  - d. Temporary Positions: The Employer may grant assignment to an opening existing after recourse to the voluntary transfer procedure in

## ARTICLE VII

lieu of bumping another employee and without impairing recall rights at any time. if the incumbent does not return, the position becomes available for transfer; or

- e. Job sharing arrangements pursuant to Article VIII, Section 3, are possible, or
  - f. Voluntary lay-off: any employee in the same division as the potentially reduced employee may volunteer to accept a lay-off, or
  - g. Any laid off employee may be retrained by the employer under Article XIII, Section 2, or elect a study leave.
- 2. All placements shall be effected on the date an employee is laid off or on the first day of school thereafter.
  - 3. When deciding which of two or more probationary employees are to be laid off, the employer shall consider qualifications, evaluations of past performance, attendance, and other relevant factors along with respective dates of hire.

### E. Decentralization

The MIFT and Administration recognize under LRE parameters the possibility of students currently serviced in the MISD centers being returned to LEAs.

- 1. To provide these students with educational programming, Administration will seek to lease classrooms in LEAs and staff those classrooms with MISD staff.
- 2. However, if an MISD classroom or program is transferred to an LEA, the following process will be used:
  - a. Notice of such transfer will be given to the Union within three weeks of the signing of the agreement.
  - b. Any program that will be transferred to an LEA will be given a special notice. The staff will have two weeks to apply for transfer consideration.
- 3. The MISD Assistant Superintendent for Special Education and MIFT President shall meet with the representatives of SEMACC and MCASA each year during this contract for the purpose of discussing and making accommodations for the transfer of MISD programs and personnel to local school districts.

**Section 6: Assignment or Reassignment**

- A. After assignment to a position and satisfactory performance therein, an employee may expect to remain in such assignment unless moved under the provisions of this contract.
- B. Closeout/Reassignments are moves that take place when the number of positions in a classification equals the number of employees in that classification pursuant to Article VII, Section 1 K. Voluntary transfers shall be exhausted first. Any remaining moves shall be made with due consideration to minimal adverse impact on the program and wishes of higher seniority employees.

**Section 7: Close Out/Reduction**

In the event of a close out/reduction, an employee laid off, reduced, or involuntarily transferred from a position shall be placed on the transfer list unless the employee exercises their bump rights.

**Section 8: Resignation**

Resignations shall be in writing and shall be effective as of the date indicated. Once submitted to and acknowledged by the Personnel Office, the resignation shall not be rescinded.

**Section 9: Recall**

- A. Laid off seniority employees shall be recalled to vacancies or temporary positions occupied by substitutes or "limited contract" employees, in accordance with their seniority.
- B. Employees being recalled will be given two (2) calendar weeks from the date of receipt of a registered letter or telegram of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the above named period shall terminate the employee's seniority rights except an employee on layoff who is sick or otherwise incapacitated shall notify the Board of his/her intent to return as soon as possible. And from the day of such notification, such employee shall be deemed to be on unpaid sick leave. A substitute position of this nature shall be offered by seniority to any remaining employees who are on layoff.
- C. Any laid off employee who fails to notify the Personnel Office by June 30th of each year that he/she wishes to remain on the recall list shall forfeit recall rights. Also, employees shall promptly notify the Personnel Office of change of address.
- D. Prior to recalling laid off employees, voluntary transfers pursuant to section 2 shall be effected.

**Section 10: Professional/Para-Professional Relationships**

- A. In the event a relationship exists between a professional and his/her para-professional that is disruptive to classroom operations, every effort shall be made to resolve the problem informally between the two. If the matter is unresolved, the assistance of the principal/administrator in charge may be requested. It shall be the responsibility of the professional to prepare with the principal/administrator in charge and sign necessary documentation of the specific behaviors causing the disruption.
- B. The principal/administrator in charge shall determine what action, if any, shall be taken. Such action may include, but not be limited to:
  - 1. Consultation with the professional
  - 2. Classroom observations
  - 3. Discipline and/or discharge
- C. The Union retains the right to request a conference with the principal/administrator in charge and subsequently the Director of Operations regarding the disposition of the problem. Neither the administration nor the Union waive any rights pertaining to discipline or grievance provisions of the contract.
- D. **Teacher Evaluation of Para-Professional**

The teacher shall evaluate classroom para-professionals annually on a standardized form which shall be recommended to the Board of Education for adoption into policy.

**ARTICLE VIII**  
**SCHEDULES, HOURS AND ASSIGNMENTS**

**Section 1: Calendar**

The calendar shall be as follows:

- A. 180 student days: With half (1/2) days; one being a half day before Thanksgiving vacation, and half days for records the last day of programs.

The calendar shall include five (5) non-student days as follows: 4 Records and Inservice and 1 Parent Conference Day.

The five (5) non-student days shall be distributed as follows:

1. 1 Full Records Day: Prior to the start of classes (room day, records, principals' meetings).
2. 1 Full Day: Friday of the first week:

Opening exercises - 1/2 day  
Inservice - 1/2 day

1 Full Day: Prior to fall IEP's:  
Professionals:  
Records - 1/2 day  
Inservice - 1/2 day

1 Full Inservice Day

1 Parent Conference: Scheduled as defined in Article VIII, Section 2, C, and will be counted as a work day.

The parties agree that the Assistant Superintendent for Personnel & Employee Relations and the Union President shall set the actual days of the calendar.

- B. Direct Service and Degree Specialists

1. The school year shall commence on the first day of the agreed upon calendar except for those employees who are assigned to work in a school district which opens prior to those dates in which case the affected employee shall commence work on the opening day of the district to which he/she is assigned.
2. Contracts for Direct Service and Degree Specialist classifications hired after contract ratification shall be for either 185, 210, 213 or 235 days as

## ARTICLE VIII

determined by the Employer. Contracts for Direct Service Degree Specialist classifications may, after contract ratification, be changed from one of the three calendars to another of the three calendars by mutual agreement of the employee and Employer.

3. Employees on a 210 day calendar shall arrange with their immediate supervisor for duty days beyond the 185 day calendar.
4. Adjustments in the 185 day calendar may be arranged by mutual agreement between the employee and the Employer.

### C. SMI and SXI Teachers

The school year shall include 235 days of scheduled work for all teachers of the severely mentally impaired, and the severely multiply impaired. Said employees shall follow the 235 day calendar as printed in the appendix of this agreement as to duty days.

### D. Autistic Teachers

The school year shall include 213 days of scheduled work for all teachers of autistically impaired. Said employees shall follow a calendar which complies with court requirements for autistic students.

### E. Consultants

1. The school year shall include 215 days of scheduled work to be completed prior to the starting date of the next school year for all employees classified as Consultants (except those Consultants who have been on a 185 day calendar). Said employees shall arrange with their director for non-duty days.
2. Contracts for Consultants hired after July 1st, 1975, shall be for either 185 or 215 days as determined by the Employer. Contracts for employees hired prior to July 1, 1975, (as well as those hired subsequently) may be changed from 185 to 215 or vice versa by mutual agreement of the employee and the Employer.

### F. Nurses

The school year may include a minimum of 185 days and up to 235 days of scheduled work for all employees classified as Nurses hired after September 1, 1994. Said employees shall follow the 185/235 day calendar in the Appendix.



## ARTICLE VIII

### G. Librarians

The school year may include a minimum of 185 days and up to 230 days of scheduled work to be completed prior to the starting date of the next school year for all employees classified as Librarians hired after September 1, 1994. Said employees shall arrange with their director for non-duty days.

### H. Social Workers, Speech Therapists, Psychologists, Physical Education Teachers, Physical Therapists, and Occupational Therapists

1. The school year shall include 185 days of scheduled work for all employees classified as Social Workers, Speech Therapists, Psychologists, Physical Education Teachers, Physical Therapists, and Occupational Therapists at MR operations locations.
2. Present employees shall have the option to continue their present employment calendar or accept a 185 day work schedule, or other work schedule mutually agreed to.

### I. Alternate Program - Four Day Work Week - Lutz School

1. Notwithstanding other provisions of this Section, professionals assigned to the Lutz School shall follow the Four Day Work Week calendar as printed in the appendix of this agreement as to duty days.
2. During the life of this contract the Employer shall not extend the Four Day Work Week Schedule to other programs except as provided below under paragraph "M".
3. Staff working the alternate program - Four Day Work Week -Lutz School, may request leave of absence without pay subject to the following considerations:
  - (a) The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
  - (b) A replacement can be obtained who is certified, or who can be temporarily approved, to teach in the affected program and who, in the judgment of the Superintendent, is qualified.
  - (c) The leave shall be in blocks of four consecutive work days. The total shall not exceed two (2) work weeks. Time off shall be

## ARTICLE VIII

scheduled with the immediate supervisor.

- (d) Not more than 25% (rounded up to the nearest whole person) of teachers assigned to the building may be away on leave of absence without pay at the same time.
  - (e) In the event there is a conflict in dates, the employee submitting the earliest request shall be given first priority. Should two applications for the same leave be submitted on the same day, then seniority would rule.
  - (f) The administration shall attempt to notify the employee as to whether summer leave has been granted within forty-five (45) calendar days.
  - (g) Employees must indicate their desire in writing by September 15th (or within two (2) weeks of contract ratification) to be considered for Friday service as a substitute teacher. They shall be offered, prior to the end of the school year, opportunities for such service at least equal in number to the anticipated unpaid leave days. The Employer shall fulfill its obligation in this regard by:
    - (1) Offering or attempting to offer substitute opportunities to said employees by telephone at their most recent number listed with Personnel, or
    - (2) Offering other Friday work as may benefit the needs of the MISD.
- J. Employees who are assigned to particular school districts shall be expected to follow the vacation pattern for that school district, within the parameters of the appropriate MISD calendar.
- K. Upon written request to and consent of the Superintendent, adjusted calendars may be permitted for those employees wishing to observe up to two exceptional religious holidays. The intent of this provision is to accommodate those persons whose religious belief does not include the celebration of Christmas and Good Friday.
- L. By May 1st, Consultants on 215 duty day contracts may apply for a summer leave subject to the provisions of Article XII, Section 10.
- M. Negotiated schedules may be changed pursuant to the following:
- 1. If legislation is enacted that requires 180 days of instruction for a classification of handicapped students be spread over the full calendar year, or similar change is required through State Administrative Rules, the Union

## ARTICLE VIII

and Employer agree to meet to select appropriate scheduling methods for such implementation.

2. If State and/or Federal funds are diminished for a special project and the affected professional employees agree to an alternate schedule in order to preserve some existing project positions, the Union and Employer agree to meet to select appropriate scheduling methods for such implementation.

### Section 2: Hours

#### A. The Work Day

1. The basic Macomb Intermediate School District work day for all employees covered under this agreement shall be six hours and forty-five minutes (6-3/4) exclusive of lunch time except for consultants. The work day for consultants shall be seven (7) hours exclusive of lunch time.
2. At operations locations which includes outlying MISD schools, training centers, nursing homes and facilities, but not the MISD Service Center, daily time allocations shall be as follows:
  - a. Five hours and ten minutes for formal student instruction\*.  
  
\* This may be adjusted by the District to comply with State law regarding student instruction hours.
  - b. One hour and thirty-five minutes devoted to inservice activities planning time, administrative duties, committee and staff meetings, assisting children to and from their transportation, etc., as determined by policies, procedures and committee recommendations which have been adopted by the Superintendent or Board. An average of forty-five (45) minutes per day shall be allotted for planning time.
  - c. Occupational Therapists, Physical Therapists, Speech Therapists, and Physical Education Teachers may be granted time beyond the one hour and thirty-five minutes by the principal for coordination to insure program continuity. Such time shall be spent for evaluation of programs, development of individual student classroom programs with teachers, report writing, etc.
3. The remaining duty days of the school calendar shall be used as in b of the paragraph immediately preceding.

## ARTICLE VIII

4. An employee whose lunch hour has been abridged in total or in part by duties shall have an equal amount of time restored. This shall not apply to field trips, special olympics, and camping. For employees at operations locations the restored time shall take place outside of instructional hours. Scheduling of such restored lunch time shall require the approval of the supervisor.
5. Classroom teachers shall not be required to attend gym class on a regularly scheduled basis.

### B. Adjusted Days and Compensatory Time

It is mutually agreed that time demands for functions performed by Macomb Intermediate School District employees do not always conform to regularly scheduled hours. It is also mutually agreed that the nature of the Macomb Intermediate School District function demands services of employees with a high degree of professional motivation. The following shall serve as guidelines in determining the Employer and the employee's responsibility to each other in implementing those functions. Compensatory time and adjusted days do not include portal-to-portal time.

#### 1. Adjusted Day

When an employee will be required to work later than normal on a given day, later starting time will be scheduled so that the six hour and forty-five minute (6-3/4) or seven (7) hour basic work day will be maintained. Similar arrangements may be made to provide for early starting times. All activity to be included in an adjusted day must take place between 12:01 a.m. and 11:59 p.m. of the same day.

#### 2. Compensatory Time

- a. Compensatory time earned shall be defined as scheduled time approved in advance by the Director/Supervisor which requires the employee's attendance beyond the basic Macomb Intermediate School District work day as defined in paragraph "A" above and which allows absent time on another work day for extra hours worked "today".
- b. Extra scheduled activities such as conferences and conventions shall not be considered earned compensatory time except that the Superintendent or designee may extend these provisions providing his approval in writing (on a form prepared by the Employer) is received in advance of the extra scheduled activity.

## ARTICLE VIII

- c. Participation in community service activities that are assigned by the Employer shall be eligible for earned compensatory time.
- d. The Employer shall strive to schedule employees so that earned compensatory time can be adjusted within five (5) working days of its inception. If the adjustment cannot be made within five (5) days and/or extenuating circumstances preclude the Employer from scheduling any employees so that earned compensatory time can be adjusted within one (1) month of its inception, the employee may request a conference as per Article IV, Section 3.
- e. Employees assigned full time to operations locations shall not be governed by the above provisions of this section. They shall be granted compensatory time only for required functions that are scheduled beyond the full day by the administration.

### C. Conference and Reports

- 1. Instructional staff at each school will decide whether they want parent conferences to be one or two nights within a two-week period. All parent-teacher conferences shall be scheduled for fifteen (15) minutes per student outside the work day.

Beginning April 1, 1991: Fall conference date(s) will be decided by each building staff by June 1, to take place during the last two weeks of October.

The following year's spring conferences will be decided by building staff by June 1, to take place during the last two weeks of April.

- 2. There will be one I.E.P. day. Substitutes will be provided for classroom teachers. Students will attend class.
- 3. Two written reports to parents shall be prepared during the school year.

### Section 3: Job Sharing

- A. Job sharing is defined as one full time job being shared by two bargaining unit members.
- B. The purpose of job sharing is to accommodate current MISD employees, while not causing additional operational costs to the institution or increasing the number of job positions.
- C. Job sharing is voluntary and requires the consent of the employees and the employer.

## ARTICLE VIII

- D. Applications for job sharing will be maintained in the Personnel Office. Applications may be submitted at any time, however, all applications will be destroyed at the end of the day on April 30th. New applications will be accepted on May 1st and thereafter.
- E. Candidates for job sharing assignments must be from the same division and must meet the qualifications required for the position.
- F. Normally, job sharing assignments will be made at the beginning of the school year, however, it is anticipated that exceptions may be made.
- G. Compensation (at their salary step) for the employees shall be prorated in accordance with the percentage of the work performed by each. The combined benefits for both employees shall not exceed the cost of one full time employee. An employee whose insurance premiums become partially paid by the employer shall be obligated to pay the remainder to prevent the policies from lapsing. Article X, Section 4 shall also apply.
- H. Appropriate contracts reflecting proportionate work assignments shall be signed by employees after they have procured initialing by a union representative (indicating it has been read) and then signed by the Personnel Office.
- I. Job sharers may substitute at their regular rate of pay to cover each other's days of absence.
- J. Seniority according to Article VI, Section 1, shall apply.
- K. Job sharing arrangements shall be a new permanent assignment.
- L. Job sharers are not exempt from being bumped by employees with more seniority. However, the job sharers will be viewed as holding one position. A reduced employee shall bump against the job sharer who holds the highest seniority which will result in the displacement of both job sharers pursuant to conditions set forth in Articles VII and VIII.
- M. If a reduced employee would like to job share, they may bump against the least senior employee in the job sharing assignment if that employee follows the conditions set forth pursuant to Articles VII and VIII.
- N. Termination: Action to terminate a job sharing arrangement may be initiated by either the employer or one or both of the sharing employees:
  - 1. Employer Initiated Termination

## ARTICLE VIII

- a. The Employer shall retain the option to terminate the job sharing arrangement which is not working satisfactorily, after the Employer attempts to resolve the problems with the job sharers.
  - b. If the employer terminates the arrangement, the higher seniority employee shall assume the currently shared position on a full time basis. The lower seniority employee shall be entitled to exercise bump rights, provided no layoff results.
  - c. The Employer reserves the right to terminate job sharing arrangements where an employee is found to be working another job during regular business hours, if such intent or interest was not made known in writing at the time of the initiation of such job sharing.
2. Employee Initiated Termination
- a. If one of the parties terminates employment or becomes incapacitated, or otherwise unavailable, the employer shall:
    - (1) First offer to increase the work week of the remaining job sharer, or recall a laid off employee, or cover the assignment with a substitute, accept a transfer onto the assignment, or hire from the street for the balance of the school year.
    - (2) If under 1. above the employer is unsuccessful, the employer may assign the remaining job sharer to the expanded role for the balance of the year.
    - (3) Place the remaining employee in the position in the ensuing year (subject to normal closeout, bumping, etc.).
  - b. If either, or both, of the job sharers wish to change their status, a transfer request must be filed with the Personnel Office according to Article VII, Section 2.
3. No employee requested job sharing termination shall be put into effect if such change will require layoff and/or prohibit recall of a laid off employee or an employee whose leave is due to expire within not more than six (6) months.
- M. Employees on the job sharing assignment shall be ineligible for voluntary transfer or postings for one calendar year following placement on the sharing assignment per Article VII, Section 2E.
- N. No grievance shall be written to protest the withholding of consent by the employer to establish a sharing arrangement; to protest written arrangements regarding reports,

## ARTICLE VIII

staff meeting, inservice, IEPC's, etc.; or to protest the employer's actions in termination as described in Section "N" above.

- O. Present job sharers shall have the option to agree to the new job sharing agreement. Any job sharer entering into a shared assignment after September 8, 1986, shall be governed by Article VIII, Section 3.

### Section 4: Maintaining Current Schedule

All employees shall maintain a current schedule on a form furnished by the Employer to keep the office informed of where they may be reached at all times. It is the employee's responsibility to keep his/her secretary informed of his/her whereabouts at all times when leaving his/her office.

### Section 5: Local School District Schedules

If a change is needed in the schedule or calendar of a program which is operating in an LEA, administration and the union will meet to determine how the program will operate under the provision of this contract.

### Section 6: Class Size

Class size for teachers in the operations locations shall be consistent with state guidelines outlining staff ratio for the variety of programs offered through Macomb Intermediate School District.

When the enrollment in three (3) or more classrooms within the same category and similar level exceeds the limits outlined by the state by one student each, an additional aide will be hired and students will be reassigned to meet the state guidelines. Reasonable effort shall be made to adjust class size so that a maximum of fifteen (15) students shall be maintained for primary trainable classes. Overloaded classes shall be rotated annually among teachers in the same instructional level within the same building.

### Section 7: Placement of Students

By the end of each school calendar year, teachers at operational programs shall meet with the principal and/or his designee to discuss placement of students at appropriate levels. When class lists for the next school year are compiled, teacher recommendations shall be considered.

### Section 8: Snow Days

- A. On any day when school sessions are scheduled but that schedule is cancelled by the Superintendent due to weather or other conditions beyond control and this official closing is announced on a major Detroit area radio or TV station, then the following



## ARTICLE VIII

provisions for professionals' pay will prevail:

1. If the announcement states that schools are closed, professionals are not to report and will receive full pay.
2. The first two (2) days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorities, shall be counted as days of pupil instruction, and shall not be made up by students or staff.
3. Subsequent such days shall not be counted as days of pupil instruction, and shall be made up by students and staff.
4. Make-up days may be scheduled during Winter Break, Mid-Winter Break, Spring Recess, Summer, or Summer Recess.
5. Employees shall not be paid for make-up days, either by additional salary, sick days, or personal business days. No employee shall be paid more than his/her 185, 235, etc., contractual amount.
6. An employee who is absent for any reason on a make-up day shall be docked a day's pay from the next paycheck, whether from the current or following school year(s); however:
  - a. An employee who is ill on the make-up day(s) will be required to document the illness with a doctor's letter. Failing to do that, the employee shall be docked from any ensuing paycheck.
  - b. An employee who has documented an illness with a doctor's letter will be entitled to use a Board paid sick day(s), or short term disability coverage as provided by the Board.
    - (1) An employee who has been docked pursuant to b. above shall be permitted to work as a substitute prior to September: 1) to the extent the district is able to provide an opportunity, and 2) to the extent that the employee has been docked.
    - (2) An employee who has been on a continuing illness (sick leave) will not be required to bring in a doctor's letter, however, (with that exception) paragraphs b. and b.1 above will apply.
7. The above provisions, 2 through 6, shall be in effect only so long as state or federal law mandates.

## ARTICLE VIII

8. If the announcement states that schools are closed and professionals are to report, then professionals must report. If a professional is unable to report he/she may be paid for such absence by using a personal business day or compensatory time.
9. Professionals assigned to the Service Center who do not have an ongoing caseload of students are to report to work when possible. In the event an employee reports late or is unable to report, they have the option of taking personal business time, sick time, or adjusting their work schedule.

### Section 9: Inservice Training Committee

- A. Inservice and professional development (Section 97) shall be one committee made up of professionals, paraprofessionals, and administrators. Professional members shall be appointed by the union and will make up at least 51% of the committee. The committee shall develop its rules of operation.

### Section 10: School Improvement Plans

- A.
  1. The Federation and administration shall form a joint School Improvement Committee to look at issues affecting individual schools.
  2. The Committee will be made up of six (6) members. Three (3) members shall be selected by the administration, one (1) of whom shall be the Superintendent or his/her designee. Three (3) members shall be selected by the Federation, one of whom shall be the local Federation President or his/her designee.
  3. The Committee shall meet six (6) times annually. If all members agree, the Committee may provide leadership and advocate solutions for particular issues it considers.
- B. The provisions contained in this section shall apply to all School Improvement Plans (SIP) as provided in Public Act 197 of 1989, Section 15.1919 (919b) MSA.

In the event that any provision(s) of a SIP or application thereof violates, contradicts, or is inconsistent with the collective bargaining agreement, the collective bargaining agreement shall prevail.

- C. The conditions which follow shall govern employee participation in any and all plans, programs or projects included in the term "SIP":
  1. Participation by the employee is voluntary.

## **ARTICLE VIII**

2. Participation or non-participation shall not be used as a criterion for evaluation, discipline, or discharge.
3. At least one-half of the planning team will consist of Federation members selected by the union members in that building, including the building/unit representative or a union official.

## **ARTICLE IX**

### **MISCELLANEOUS PROVISIONS**

#### **Section 1: Contract Periods**

All contracts under this agreement shall be for the period covered by the calendar as provided by Article VIII of this agreement.

#### **Section 2: Para-Professional Absences**

In the event a para-professional is absent, every effort shall be made to obtain a substitute if there are students in the classroom. If no substitute para-professional is available, the principal shall discuss arrangements with the affected teacher. In the event a para-professional is absent and it is known that he/she will be absent for several days, every effort will be made to employ the same para-professional during the extended absence.

#### **Section 3: Lunch Aides**

Lunch aides will be directly responsible to the classroom teacher while assigned to the classroom.

#### **Section 4: Damage to Personal Property**

The Macomb Intermediate School District may reimburse an employee who suffers damage to personal property caused by the actions of a student in an operations location subject to the following conditions:

- A. This section applies to clothing torn or damaged in school, on field trips or any other assigned duties, except for other personal property used for educational instruction when written approval for such use is obtained in advance from the principal.
- B. There must be no negligence on the part of the employee.
- C. The only appeal for a decision by the administration not to reimburse shall be to the Board of Education which decision shall be final.
- D. The decisions of the Superintendent and/or the Board shall not be grievable.

#### **Section 5: Telephone for Teachers' Use**

A telephone located in an area suitable for a private conversation shall be provided for teachers' professional use at operations locations.

## ARTICLE IX

### Section 6: Summer Supplements

- A. Each Direct Service and Degree Specialist employee shall notify the Employer by memorandum no later than April 1st if he/she wishes summer employment.
- B. The Employer shall notify such Direct Service and Degree Specialist employee by memorandum by April 15th whether or not a supplemental contract will be issued.

### Section 7: Employee Evaluation

- A. The Employer shall designate the staff person(s) responsible for evaluation of all employees covered by this agreement. In training programs, one of the evaluators shall be the immediate supervisor.
- B. All observations of the employee's performance shall be conducted openly and with full knowledge of the employee.
- C. The Employer agrees that prior to any formal evaluation of an employee, all parties involved shall be oriented to the techniques and criteria to be used in the evaluation process. The method of this orientation shall be determined by the Employer.
- D. In the period between ratification of this agreement and establishment of different evaluation procedures, existing procedures shall remain in effect.
- E. It is the intent of both parties that the evaluation procedures and exhibits be periodically reviewed and revised by the parties.
- F. Disciplinary interviews are not subject to the provisions of this section.
- G. Formal evaluation comments placed in an employee's file as a result of procedures carried out under the provisions of this section shall not be subject to the provisions of Article III, Section 5.

MISD evaluation procedures (R-GBIA and exhibits) when adopted by the Board, shall remain in effect for the duration of the agreement and may be altered only by mutual consent.

### Section 8: Union Officer Released Time

- A. The Union President shall be released the equivalent of 50% of their contract time to carry out the duties of that office. The MIFT will provide reimbursement to the Board for such release time at the President's daily salary rate excluding fringe benefits. Notwithstanding the above, a classroom teacher, if elected, will be permitted to retain his/her classroom which will be subbed on the release days.

## ARTICLE IX

- B. Upon termination of his/her term of office as President, the employee shall be returned to the same position held prior to accepting the presidency, pursuant to Article XII, Section 11, with full accrued seniority.
- C. Business involving other employees in the bargaining unit shall be conducted only with the permission of the Director/Supervisor during the working day.

### Section 9: Union Days

The Board of Education agrees to grant the Union up to 40 business days per year to be scheduled by the president for union business. The union and the Board of Education agree to share the cost (50/50) of any required substitutes for the first twenty (20) days. The MIFT shall assume full cost of the substitute for the second twenty (20) days. The president may designate two union members who may use more than five (5) days. All others are limited to a maximum of five (5) days.

### Section 10: Effective Dates of Participation

Employees shall be eligible for or may participate in any of the provisions or benefits defined in this agreement only during the effective dates of this agreement.

### Section 11: Office Equipment

Adequate equipment for typing and duplicating instructional materials shall be available at the operations locations.

### Section 12: Laundry Services

Laundry services shall be arranged by the Employer for washable items prescribed for classroom use.

### Section 13: Lavatory Facilities

The Employer shall make available lavatory facilities at the operational locations exclusively for adult use during the school day.

### Section 14: Policy Book

A copy of the MISD policy book shall be forwarded to the union president and each building/unit representative. Any changes or updates in policies will be forwarded to the union president and building/unit representatives. The union shall be given a copy of any procedure change affecting individual units or buildings.

## ARTICLE IX

### Section 15: Behavior Management

- A. The Board recognizes its responsibility to give all reasonable support and assistance to professionals with respect to the maintenance of control and discipline in the classroom. When appropriate, the services of special counselling, social workers, law enforcement personnel, physicians, and other professionals may be provided to assist the professional.
- B. A professional may use such force as is necessary to protect himself/herself from attack or to prevent injury to a student pursuant to State of Michigan General School Laws, Section 380.1312.
- C. Chronic, bizarre/acting out behavior shall be reported in writing by the professional in charge.
- D. It shall be the responsibility of the principal to conduct necessary investigations thoroughly and fairly. It shall be the responsibility of the professional to cooperate with and assist the principal in such investigations.

### Section 16: Professional Serving as Administrator

By mutual agreement a professional may assume an administrative role in the absence of an administrator.

### Section 17: Health and Safety Committee

The Union and administration will together establish a committee which will investigate health and safety issues of concern to bargaining unit members.

The committee will be made up of two (2) members selected by the MIFT, two (2) members selected by the paraprofessional union, and two (2) members selected by the administration.

The committee will meet a minimum of six (6) times per year. Additional meetings may be scheduled by the consensus.

The committee may invite such expertise as may be needed. Additionally, if building and grounds conditions are placed on the agenda, the Supervisor of Building and Grounds shall attend the meeting in a non-voting capacity.

The committee, acting by consensus, shall make recommendations directly to the superintendent on policies and procedures which are related to bargaining unit members.

- A. Upon receiving recommendations from the committee, the superintendent has twenty (20) days to decide:

## ARTICLE IX

1. If the recommendation is approved, the superintendent will notify the appropriate department/building supervisor within fifteen (15) days. That supervisor has twenty-five (25) days to implement the recommendations.
  - a. If the recommendation has not been implemented by the appropriate supervisor, a member of the Health and Safety Committee will notify the superintendent. The superintendent will have five (5) days to respond to the supervisor's action.
2. If the recommendation is rejected, the superintendent will forward to the committee the reasons for the rejection.
  - a. The committee has the option of revising the recommendation and to re-submit it to the superintendent for his action.
3. The superintendent may make a request that more time is needed to make a decision.

### Section 18: Communicable Diseases

- A. Professionals will be notified of a student who has a communicable disease prior to any personal contact if the knowledge is available to administration within the limits of the law. Written data pertaining to the care and precautions of that student will be given to the professional prior to their contact with the student.
- B. Public Health rules regarding communicable diseases will be adhered to.
- C. Information pertaining to communicable diseases such as incubation period, contagious periods, and health related concerns (including disinfectant procedures) will be made available annually. The MISD Communicable Disease Policy will be made available to the MIFT president at the beginning of each school year along with any updates throughout the school year.
- D. In the event the Board of Education authorizes the development or revision of Board Policies and/or procedures dealing with communicable diseases, the employer will provide the Federation, prior to adoption or implementation, with notice and opportunity to be involved in the development of said policies and/or procedures as they impact the working conditions and health and safety of the professionals.



**ARTICLE X**  
**COMPENSATION**

**Section 1: Compensation**

- A. Annual salaries for the school calendar year shall be computed according to the schedule found in the appendix.
1. Non-degree personnel will be reimbursed at the rate of eighty-five percent (85%) of the B.A. 185 day schedule.
  2. Nurses with a B.S. degree in nursing shall be paid on the degree salary lane appropriate to their highest degree.
  3. The Employer shall pay the employees' retirement contributions (currently 5% of gross earnings) as per Public Act 244 of 1974.
  4. Movement on the salary grid shall be automatic, based solely on credited experience and training.
  5. In order to be counted for the purpose of determining salary, additional hours as earned must be:
    - a. graduate hours in the field of teaching, or
    - b. hours leading to an advanced degree. If the advanced degree is not in the field of specialty for which the employee was hired, advance approval from the Employer must be obtained. In the event there is disagreement over the relevancy of the advanced degree, the Superintendent or his designee and the President of the Union or his/her designee shall decide. If no agreement is reached by them, a professor from a college of education shall be mutually agreed upon to act as an arbiter. His decision shall be final, or
    - c. hours (graduate or undergraduate) which have been approved in advance by the Employer and a credit allowance determined.
  6. Those members of the bargaining unit who have achieved a Bachelor's Degree, and who embark upon an educational program leading to a Master's Degree shall receive additional compensation as follows:
    - a. After earning the first eighteen (18) hours on such a program, each additional hour shall be compensated at the rate of \$25.00 per credit hour until the M.A. salary lane is achieved.

## ARTICLE X

- b. Hours so earned shall be credited on the salary schedule in accordance with the provisions of paragraph 1 of this section.
7. Those members of the bargaining unit who, having achieved a Master's Degree, and who embark upon an educational program leading either to an Educational Specialist or Doctoral Degree shall receive additional compensation as follows:
  - a. After earning the first ten (10) hours on such a program, each additional hour of credit shall be compensated at the rate of \$25.00 per credit hour until the EDS/MA+30 salary lane is achieved.
  - b. Hours so earned shall be credited on the salary schedule in accordance with the provisions of paragraph 1 of this section.
8. Those members of the bargaining unit who, having achieved an Educational Specialist Degree or placement on the MA+30 salary lane, and who either embark upon or continue an educational program leading to a Doctoral Degree, shall receive additional compensation as follows:
  - a. After earning the first ten (10) hours on such a program, each additional hour of credit shall be compensated at the rate of \$25.00 per credit hour until the Doctoral salary lane is achieved.
  - b. Hours so earned shall be credited on the salary schedule in accordance with the provisions of paragraph 1 of this section.
9. Hours in paragraph 5, 6, and 7 shall be interpreted to mean semester hours or their equivalent.
10.
  - a. Direct Service and Degree Specialist applicants may be allowed up to ten (10) years credit for previous comparable experience.
  - b. Consultant applicants may be allowed up to six (6) years of credit for previous comparable experience.
  - c. Experience on the salary grid, not to exceed two years, may be granted to applicants who, as fully qualified teachers, have served in VISTA or the Peace Corps in a teaching capacity.
11. Recognition of the Master's Degree in Social Work and Master's Degree in School Psychology as a sixth year Specialist Degree on the salary schedule is granted.

## ARTICLE X

12. Recognition of the Bachelor's in Physical or Occupational Therapy as a Master's Degree is granted providing that the program required five years of study to obtain the degree. In the event five years of study is not required for the degree, one increment on the appropriate salary lane will be granted for internships of either: (1) in the case of Physical Therapists, 4-1/2 months minimum duration, as required for licensure (2) in the case of Occupational Therapists, 6 months minimum duration, as required for certification. The preceding sentence shall apply to all future Physical and Occupational Therapists and to all present Physical and Occupational Therapists who have not received an additional increment in the appropriate salary lane based on a period of internship. Physical and Occupational Therapists who were being paid on the Master's lane by virtue of the provisions of Article IX, Section 1, paragraph H. of the 1973-75 agreement, shall maintain that lane until they have attained an earned Master's Degree.
13.
  - a. When an employee completes course work in the summer that entitles him/her to a higher rate of pay according to this schedule, he shall be paid at the higher rate for the full year if application for such higher rate is made no later than September 30th of that year, provided that satisfactory verification of such achievement is submitted.
  - b. When an employee completes course work during the fall semester that entitles him to a higher rate of pay according to this schedule, he shall be paid at the higher rate for one-half year if application for such higher rate is made no later than January 31st of the next succeeding calendar year, and provided that satisfactory verification of such achievement is submitted.
14. Employees who work a part time schedule shall receive a prorated annual salary. Such employees will also receive prorated health care insurance benefits as described in Section 3 of this Article in accordance with the following formula:
  - a. No contribution will be made for those scheduled for less than three-fifths (3/5) of a regular week.
  - b. Those scheduled for three-fifths (3/5) or more of a regular week will have the full contribution made in their behalf.
15. Extended Work Year: All work required beyond the school calendar year shall be paid at the employee's daily rate.

## ARTICLE X

### Section 2: Payroll Procedures

- A. Paychecks will be issued bi-weekly on Fridays, except where alternative programming necessitates issuance on Thursdays.
- B. Any payroll adjustment for employees on the 185 day calendar shall be computed at the daily rate of 1/185th of the employee's eligible step on the salary schedule.
- C. Any payroll adjustment for employees on the 210 day calendar shall be computed at the daily rate of 1/210th of the employee's eligible step on the salary schedule.
- D. Any payroll adjustment for employees on the 213 day calendar shall be computed at the daily rate of 1/213th of the employee's eligible step on the salary schedule.
- E. Any payroll adjustment for employees on the 215 day calendar shall be computed at the daily rate of 1/215th of the employee's eligible step on the salary schedule.
- F. Any payroll adjustment for employees on the 220 day calendar shall be computed at the daily rate of 1/220th of the employee's eligible step on the salary schedule.
- G. Any payroll adjustments for employees on the 230 day calendar shall be computed at the daily rate of 1/230th of the employee's eligible step on the salary schedule.
- H. Any payroll adjustment for employees on the 235 day calendar shall be computed at the daily rate of 1/235th of the employee's eligible step on the salary schedule.
- I. Contractual salaries will be paid either in 26 or 27 equal bi-weekly installments depending on the number of paydays which occur within the contract year. Employees on the 185 day (5 day week) calendar, who request a division by 22 on appropriate forms furnished by the administration, will be paid in 22 equal installments. This will be paid to the employee, less statutory deductions and any other mutually agreed upon items. It is recognized that this provision is for the convenience of employees and does not imply income.
- J. Any balance in the Board's contractual salary commitment to a 185 duty day employee shall be paid on the last payroll Friday of June, if requested three weeks in advance of that date.

### Section 3: Payroll Deduction

All authorizations for payroll deductions will be made on forms and shall be available for:

- A. Union dues or service fees
- B. U.S. Bonds

## ARTICLE X

- C. Credit Union
- D. United Way
- E. Any mutually agreed upon items
- F. Tax Sheltered Annuities

Annuities to be made available will be determined by the Personnel Office.

### Section 4: Insurance for Retirees

An employee with ten years seniority at Macomb Intermediate School District who retires directly onto the state retirement plan from the district shall be eligible to participate in life insurance, dental, and optical groups provided:

- A. The insurance company(ies) agree to accept retirees in the group.
- B. Life insurance shall be capped at \$25,000.
- C. The retiree prepays life insurance premiums annually, and dental and optical premiums quarterly directly to the employer.

### Section 5: Insurance Protection

The Employer agrees to furnish to all employees the following insurance protection:

- A. The Board shall provide without cost to the employee coverage equal to or better than (which determination is subject to the mutual agreement of the parties) full family Blue Cross/Blue Shield MVF-1, plus Master Medical Health Care Insurance, including the ML Rider, the OB Rider, the Prescription Rider and the FAE Rider. Full family coverage being the employee's spouse and all dependent children to the age of 19 years.
- B. In lieu of coverage in "A" above, the employee shall be provided the option of Blue Cross PPO with the following riders:
  - VST: Provides coverage for voluntary sterilization
  - RM: Provides coverage for Routine Mammography. One (1) initial baseline mammography for members 35 to 40 years of age, and one routine mammography screening annually for members over 40 years of age.
  - RPS: Routine Pap Smear benefits.
  - HCB-1: Provides benefits in an approved Hospice Care facility. Covers terminally-ill members up to a maximum of \$6884 for care in the home and hospital, and \$650 for physician care.

## ARTICLE X

SOT-PE: Transplants of human heart, heart and lung, liver or pancreas.

FAE-RC: Provides benefits for treatment of medical emergencies and accidental injury as part of Emergency First Aid, but pays the reasonable and customary charges of the physician.

- C. In lieu of coverage in "A" or "B" above, the employee shall be provided the option of Health Maintenance Organization Insurance (HMO) as per Act No. 264 of P.A. of 1974. In accordance with said Act, the Board shall pay no more for the HMO coverage than it would have paid had the employees chosen coverage under paragraph "A" or "B" above.
- D. The Employer shall not provide coverage under provisions of paragraphs "A," "B," or "C" above to an employee who received coverage comparable to either under the policy of his/her spouse. For purposes of this contract, coverage provided under paragraphs "B" and "C" shall be considered as comparable coverage to that provided in paragraph "A" above.

Each employee shall execute the following form and turn it into the Personnel Office within one (1) month after ratification of this agreement or within one (1) month of employment, whichever is later.

## ARTICLE X

### Medical Coverage

The undersigned, a member of the bargaining unit represented by the Macomb Intermediate Federation of Teachers, affirms as a condition of continued employment by the Macomb Intermediate School District, that he/she has no other insurance coverage similar to coverage provided under Article X, Section 5A or B of the collective bargaining agreement between the MISD and the MIFT pursuant to a plan held by his/her spouse.

In the event such second coverage does exist, the undersigned shall either elect continued coverage under the MISD plan or notify the Employer in writing that he/she elects to be covered under said second insurance policy. The penalty for continued double coverage in violation of this agreement shall be prompt reimbursement to the Employer of all premiums paid by said Employer for coverage from the effective date of such coverage or the date of this agreement, whichever is later.

Notwithstanding the foregoing, if the coverage by a spouse of the undersigned is terminated at any time for layoff, discharge, or termination of employment, the insurance coverage granted under the collective bargaining agreement noted above shall begin or be reinstated immediately upon notification to the Employer.

Signature \_\_\_\_\_

## ARTICLE X

- E. Professional staff who elect not to receive health insurance benefits in accordance with paragraphs "A", "B", or "C" above shall be eligible for a board-funded annuity that will be determined each September and operated in the following manner:
1. The professional staff shall have the opportunity to delete the health insurance coverage each September provided that they assure the MISD that they are covered by their spouse's health insurance.
  2. The yearly cost of the Blue Cross/Blue Shield Program provided by the district for each member who drops coverage beginning with the 1990-91 school year, creating a savings for the district, shall be combined in the non-insured fund.
  3. No savings is created by the thirty-two (32) employees who did not take health insurance in 1989-90 or by those employees who have spouses in other MISD employee units and transfer the policy.
  4. The fund shall be divided (a) twenty-five percent (25%) for the MISD and (b) seventy-five percent (75%) for the non-insured bargaining unit members including those listed in #3 above.
  5. The money determined in 4 (b) above shall be divided by all non-insured bargaining unit members to be paid in the form of a TSA monthly.
  6. The employee shall select the company of his/her choice under the conditions established by the Personnel Office and the named carrier.
  7. The number of staff listed in #3 above shall decrease as those specific thirty-two (32) employees leave the employ of the MISD, or increase if the district hires the spouse of an MISD employee, or two present employees marry.
  8. Changes in the insurability of the spouse may cause the MIFT member to reinstate their health insurance with the MISD. If this happens, the benefit in this section shall be prorated to the employee for that contract year.
- F. **Dental Coverage:** The Board shall provide dental insurance without cost to the employee up to a maximum of \$36.75 premium per employee per month. The Board shall name the carrier provided that the coverage is equal to or better than Delta, Group #1727-0006, dated November 1, 1977, extending from July 20, 1982, to July 1, 1984. In the event the Board decides to self-insure, it will only do so if it is able to provide a card to employees which will be honored for prepaid services.
- Current Coverage:** 100% of treatment costs for preventive, diagnostic (except radiographs) and emergency palliative (Class I). Services and 50% of the balance of Class I benefits paid by carrier and 50% of treatment costs paid by carrier on



## ARTICLE X

Class II benefits with a \$750 maximum per person per contract year on Class I and II benefits. 50% of treatment costs paid by carrier on Class I and III (orthodontic) benefits, with a \$500 lifetime maximum per person.

### G. Co-Op Optical

The employer shall provide co-op optical with the following features:

**BENEFITS INCLUDE YEARLY:** A complete eye examination, by a licensed doctor of optometry, including screening for glaucoma.

Lenses in glass or plastic - with a prescription change: Single Vision, Bifocal thru D-35mm, Trifocal thru 7 x 28mm and Executive, Bifocal only.

**TINT:** Any single color tint in plastic lenses only, or Rose #1 or #2 in glass lenses.

Prism Lenses, if required.

**EVERY TWO YEARS:** The preceding benefits plus:

A frame from our green, blue or orange PLAN A selection.

Lenses as previously described, no prescription change required.

**CONTACT LENS ALLOWANCE:** A \$90.00 Credit toward the contact examination and the cost of contact lenses.

For Post Cataract Patients: Full coverage of Kryptok Lenticular Lenses not covered by Medicare.

Benefits are available to all covered employees and eligible family members, including spouse and all dependent children up to their 19th birthday, plus dependent college students up to age 25.

**NO CO-PAYMENTS OR DEDUCTIBLES:** All benefits are provided at no charge to the patient.

If a patient selects an item not covered by the program or in excess of the programs benefit levels, the patient will be charged only the difference between the benefit allowance and the cost of the selected item.

### H. Life Insurance

The Board shall provide without cost to the employee, group life insurance protection which shall pay to the employee's designated beneficiary, the sum of fifty thousand

## ARTICLE X

dollars (\$50,000) upon his/her death; provided further, that protection shall pay an additional fifty thousand (\$50,000) dollars in the event of accidental death. The Board shall name the carrier, provided that coverage is equal to or better than that stipulated herein.

### I. **Retiree Life Insurance**

A continuing \$2,000 life insurance policy shall be approved for any retiree who has served the Macomb Intermediate School District in an official capacity for not less than fifteen (15) years prior to his retirement from the Macomb Intermediate School District. Said policy shall be at the expense of the Macomb Intermediate School District. The Board shall name the carrier, provided that coverage is equal to or better than that stipulated herein.

### J. **Discontinuance of Premiums**

The MISD will discontinue the payment of premiums on hospitalization insurance, dental insurance and life insurance after two years from the time the employee is placed on disability or Workers' Compensation.

## Section 6: **Additional Provisions**

### A. **Automobile Allowance**

Employees who use privately owned automobiles in pursuit of their duties shall be reimbursed as follows:

1. The management consultant firm of Runzheimer and Company, Rochester, Wisconsin, will be retained by the Employer to determine a monthly allowance based on the cost of operating a Chevrolet V6 Celebrity in the same demographic density area used by AAA for Macomb County.
2. Reimbursement will be based on a quarterly allowance determination by Runzheimer and Company, based on 95% of fixed operating costs, but not less than the amount exempted by the Internal Revenue Service, and not more than 28 cents per mile.
3. Notwithstanding the above, mileage shall be paid at 28 cents per mile until such time as a Chevrolet V6 Celebrity exceeds that amount. Thereafter, mileage shall be governed by 1 and 2 above.

### B. **Health Examination**

Any health examinations which are required for initial employment or which are periodically required to maintain employment, shall be paid for by the Employer.

## ARTICLE X

### C. Severance Pay

After serving the district for a period of not less than fifteen (15) years (including authorized leave periods), an employee shall be eligible, upon leaving the employment of the district, to severance pay on the basis of one-half day's salary for each year of service.

### D. Banked Sick Leave

Banked sick leave accrued over the former sick leave program for employees which had death and/or termination cash value, might now be utilized by persons who have earned and accrued such days, to cover conditions not generally covered under the leave plan. All employees having such days may use them at the rate of one day of banked leave equals one-half (1/2) day for use. Following are the ways these one-half (1/2) days may be used:

1. Upon severance (death or termination of service) these days will have cash value at the current rate of employment.
2. For illness when no doctor is contacted.
3. For illness in the immediate family.

## ARTICLE XI

### ABSENCES

#### Section 1: Leave Policy for Professional Staff

- A. Leave days are to be used for personal illness or family illness or personal business. Leave days may not be used for extending vacations or for days immediately preceding or immediately following a legal holiday or school recess (except in case of emergency or personal illness). Prior written approval of personal business leave must be received from the immediate supervisor.
1. Each 185 day employee shall be credited with twelve (12) leave days with full pay each school year.
  2. Each 210-220 day employee shall be credited with thirteen (13) leave days with full pay each school year.
  3. Each 230-235 day employee shall be credited with fourteen (14) leave days with full pay each school year.
  4. Leave days are earned through the year. However, an employee shall be credited with his/her yearly allotment of leave days at the beginning of the school year. In all cases, where an employee leaves or terminates his/her service to the district, his/her leave days for the year shall be prorated to his/her service and any leave days used in excess of days earned will be deducted from the employee's pay. Any unused days shall be accumulated to a limit of 120 days.
  5. Teachers will not be charged sick leave due to absence from their jobs for a reason of illness definitely established as contracted from their students as a result of their employment from the following list: mumps, measles, chicken pox, scarlet fever, impetigo, rubella, scabies and pink eye. A physician's statement will be submitted upon request.
- B. Personal business limitation of three days per year shall be granted without specificity to all full time employees in regularly assigned positions.
1. A maximum of three days each year may be chargeable against allowable days as provided in Section 1 of this article.
  2. Requests for absence because of activities arising out of employment other than with the Macomb Intermediate School District or as a result of membership in organizations shall not be approved.

## ARTICLE XI

3. Request for Personal Business Leave shall be submitted in advance, in writing, to the employee's supervisor. Exceptions shall be made only in cases of emergency.
  4. Personal Business Leave days may not be used on the day before or the day after a holiday or vacation. An employee absent on the day before or after a holiday or vacation will not receive pay for that day.
  5. Personal Business time shall be in half (1/2) day blocks.
- C. Family illness for purposes of this section shall be defined as spouse, children, any person acceptable as an exemption on the employee's Federal Income Tax, or any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally, and socially dependent on the employee.
1. Absences shall be considered as necessary only when no other arrangements for care are possible.
  2. The "necessary care" must be such as would be prescribed by a physician or required by incompetency of the person requiring care.
- D. A district sick bank shall be established. The bank shall be funded by each staff member contributing one (1) day from their personal bank and the MISD contributing a number of days equivalent to the number of bargaining unit members at the time of ratification of this agreement.
1. When the number of days in the bank falls below 100 days, a day shall be subtracted from each member's personal bank and added to the District Bank. A like number of days shall be contributed by the Board. If a member has no days s/he shall be docked a day's pay.
  2. Upon termination/dismissal all days accumulated in the employee's personal leave bank will be transferred to the district sick bank.
  3. Application for such leave shall be in writing and directed to the office of the Assistant Superintendent for Personnel and Employee Relations or his/her designee who shall promulgate the criteria for the operation of the bank.
  4. The bank shall be administered by a four-member committee composed of two members of the Union and two members of the Administration. The committee shall arrive at a decision. Such decision shall not be grievable.
  5. The committee may grant leave days after the 25th work day of a continuous disability up to the date of coverage of the disability insurance.

## ARTICLE XII

6. For the 1993-94 school year, the district bank will be operative after the 25th day of continuous disability.
  7. The sick bank committee shall have the power to review individual appeals and grant days from the sick bank in extenuating circumstances.
- E. The district shall provide short-term disability insurance beginning with the 91st calendar day of continuous disability. Eligibility and terms of the insurance will be determined by the conditions set by the insurance carrier. The payments shall be 70% of salary to a limit of \$5400 per month and continues for 274 calendar days.
  - F. The district shall provide long term disability insurance at the end of 52 weeks of continuous disability. The payments shall be sixty-six and two-thirds percent (66-2/3%) of salary to a maximum of \$5135 per month and continue until age sixty-five (65) at not cost to the employee in the event of permanent disability.
  - G. Insurance carrier to be selected by the Board, provided that coverage is equal to or better than stipulated herein.
  - H. All deductions made for absence covered under said insurance policy shall be made from the paycheck immediately following the payroll period during which such absence occurred.
  - I. Under the provisions of this section, the Employer may require the employee to be examined by a physician or medical facility selected by the Employer.

### Section 2: Work Related Disability

- A. Absences of less than seven (7) days resulting from a minor personal injury arising out of and in the course of employment with the Macomb Intermediate School District, shall not be deducted from the individual leave days, providing the employee files at the Superintendent's office, within three (3) days of the injury, a statement from his doctor stating the number of days he will be unable to work.
- B. Absences resulting from a major personal injury arising out of and in the course of employment with the Macomb Intermediate School District which entitles the injured employee to compensation under the provisions of the Workers' Compensation Act, shall be considered as follows:
  1. The Employer shall pay the difference between the amount paid to him by Workers' Compensation Insurance and his regular salary during the period of disability, provided that the employee turns into the Superintendent's office for recording, all Workers' Compensation checks received from the date of the injury.

## ARTICLE XII

- C. The employer agrees to pay a doctor's fee for an initial visit occasioned by the contracting of a disease caused by direct exposure to children. this provision shall be subject to the following qualifications:
1. A MISD nurse must verify that the major exposure was while in the performance of MISD duties to children served by the MISD. At the Service Center, an employee holding a nursing degree shall be designated.
  2. No respiratory illnesses shall qualify.
  3. Reimbursement shall be for the first visit to the doctor.
  4. The reimbursement shall be for the full amount of the fee but not more than twenty-five dollars (\$25.00).
  5. The employee must submit a copy of the doctor's bill in order to obtain reimbursement.
  6. This provision applies only to employees who spend 30% or more of their time in contact with children.

### Section 3: Bereavement

- A. Employees shall be granted up to seven (7) calendar days leave immediately following a death in the immediate family. The immediate family for purposes of this section shall be defined as parents, grandparents, spouse, children, siblings, mother and father-in-law, any person who makes his home with the employee and in the judgment of the Superintendent is economically, emotionally and socially dependent on the employee. The Superintendent may extend these provisions in instances when, in his judgment, the time limitation is not sufficient to allow for all of the adjustments occasioned at the time of bereavement.
- B. The Superintendent may grant one (1) day leave to attend the funeral of a relative or close friend. Such leaves shall not be deducted from sick leave allowances.

### Section 4: Conventions, Workshops, Conferences, Visitations

Employees who are asked by the Employer to represent the Macomb Intermediate School District at conventions, workshops, conferences and visitations shall be permitted to be absent from their duties without loss of pay and without charge against accumulated allowable days of absence.

## **ARTICLE XII**

### **LEAVES**

#### **Section 1: Jury Duty**

An employee who serves on jury duty and/or is subpoenaed shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs jury duty and on which he/she otherwise would have been scheduled to work, provided any payment received therefore, shall be deducted from his/her salary.

#### **Section 2: Military Leave**

An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full time active duty for a maximum of two (2) weeks per year as a result of a national or civil emergency; except that no employee shall be paid more than the annual amount of his/her contractual salary as a result of the provisions of this section.

#### **Section 3: Maternity Leave**

The Board shall grant any pregnant employee leave of absence upon written request, subject to the following provisions:

- A. The employee and her physician shall determine when the leave shall commence. The employee then shall promptly furnish a doctor's letter stipulating the commencement date and indicating the employee's physical fitness to work until the commencement day.
- B. If this date is prior to the fifth (5th) month of pregnancy, the Board reserves the right to either (1) request a detailed written report of the pregnancy and conditions requiring such a leave or (2) request an examination and report by a mutually agreed upon outside physician.
- C. Income protection shall be available to the employee as set forth in Article XI.
- D. The employee shall retain medical, dental and term life insurance benefits subject to Article X.
- E. Maternity leave shall cover the time during which an employee is physically unable to perform her duties. An employee desiring a parental leave shall then make such request pursuant to Section 4 of this Article if she has not already done so when applying for maternity leave.



## ARTICLE XII

### Section 4: Parental Leave

- A. An employee may request an unpaid parental leave for the purpose of attending a newly born or newly adopted child. Such request shall be submitted to, and may be granted, by the Board of Education under the provisions of Article XII, Section 10, except that such leaves may be as nearly as possible for one calendar year. Upon return from such leave an ISD professional Service Center employee shall be assigned the position he/she left. A one (1) year extension may be granted at the discretion of the Board of Education.
- B. The Board shall pay three (3) monthly premiums for medical, dental and term life insurance commencing with the first premium date after the beginning of parental leave.
- C. An employee may return to work early from a parental leave by giving twenty (20) working days written notice.

### Section 5: Public Office and Union Leave

If a tenured member of the bargaining unit is elected to public office or appointed to a full time office to MFT, AFT, AFL-CIO or another union, he shall be granted leave without pay for the period of time covered by his/her tenure in office, and such additional time as may be required to terminate the leave at a time to be determined by the Employer.

### Section 6: Travel Leave

An employee who has been in the district for a minimum of three (3) years may be granted leave not to exceed one (1) year for the purpose of travel. Such leave shall carry no remuneration.

### Section 7: Study Leave

- A. A tenured employee who has been in the district for a minimum of two (2) years may be granted leave not to exceed one (1) year for the purpose of study. Such leave shall carry no remuneration. The employee has the option to maintain the insurance benefits package at his/her expense.
- B. A tenured employee scheduled for more than 185 days, who has been in the district for a minimum of two (2) years may be granted a summer leave not to exceed ten (10) weeks for the purpose of study. Such leave shall carry no remuneration.
- C. The Board paid insurance benefits package shall be continued through the summer providing the employee would qualify for such benefits were he/she on a 185 day calendar.

## ARTICLE XII

- D. The request stating the dates and reason for the leave must be filed with the immediate supervisor not later than April 1st, preceding the commencement of the leave. The employee's pay shall be reviewed and the remaining pays adjusted to correct any under or overpayment for actual time worked prior to the leave.

### Section 8: Sabbatical Leave

- A. An employee is eligible for sabbatical leave after serving in the district for seven (7) years, inclusive of authorized leave periods.
- B. Sabbatical leave shall be for a maximum of one (1) per year or two (2) for one-half (1/2) year.
  - 1. Availability of sabbatical leave is dependent on the ability of the district to pay the cost thereof without creating the necessity for reduction in any other program presently in effect.
  - 2. Half-year (1/2) sabbatical leaves shall be available if the Employer is able to work out a satisfactory division of the contractual duties of the eligible applicants so as to permit the granting of such fractional leave.
  - 3. Sabbatical leave shall be paid at the rate of one-half (1/2) the employee's contractual salary for the period of the leave; however, fringe benefits, as applicable, shall be paid as though the employee were not on leave.
  - 4. Salary increments will be granted for the sabbatical leave period.
- C. Preference in the granting of sabbatical leave shall be given for the following reasons:
  - 1. Fulfillment of residency requirements for a doctoral degree.
  - 2. Completing a thesis for a doctoral degree.
  - 3. Research work which bears a relationship to the employee's effectiveness in his position, or which will contribute to the overall program of the Macomb Intermediate School District.
  - 4. Professional writing in a field directly related to the programs of Macomb Intermediate School District.
- D. Sabbatical leave for other reasons which may benefit the Macomb Intermediate School District (study, assigned travel or travel as part of a program of study, etc.) may be granted if no applicant qualified under "C" above.

## ARTICLE XII

- E. Employees who, upon completion of a sabbatical leave, fail to return to the district, shall refund the salary paid during such leave period at the following rates:
1. Employees who fail to return to the district shall refund the full amount of the salary.
  2. Employees who leave the district after one (1) year following their return shall refund two-thirds (2/3) of the salary paid.
  3. Employees who leave the district after two (2) years following their return shall refund one-third (1/3) of the salary paid.

### Section 9: Extended Health Leave

Extended health leave due to physical or mental causes not falling within the sick leave policy may be granted upon request by the employee. Such request shall be in writing and shall be accompanied by a written evaluation by the attending physician. Such extended health leave shall be considered for renewal annually.

### Section 10: Unpaid Leave for 213, 215, and 235 Day

Staff working the 213, 215, and 235 day calendar may request leave of absence without pay subject to the following consideration.

- A. The request stating the exact dates and the reason for the leave is to be filed with the immediate supervisor not later than April 1st preceding the commencement of the leave if it is to be taken in the ensuing summer. During the rest of the year the filing deadline shall be one month prior to commencement.
- B. A replacement can be obtained who is certified, or who can be temporarily approved to teach in the affected program and who, in the judgment of the Superintendent, is qualified.
- C. The leave shall be in blocks of five (5) consecutive work days. The total shall not exceed four (4) work weeks. Time off shall be scheduled with the immediate supervisor.
- D. Except where the percentage would be less than one person, not more than 25% (rounded up to the nearest whole person) of the 213 and 235 day teachers or ancillary staff assigned to one building, by classification, may be away on leave of absence without pay at the same time. In the case of ancillary staff, this shall be interpreted to mean that therapists may be assigned part time to more than one building to satisfy state requirements.
- E. Employees in their fifth (5th) year of employment or thereafter, shall be eligible to take an additional six (6) weeks unpaid leave subject to the following conditions:

## ARTICLE XII

1. An employee may exercise this option not more than once every other year.
  2. This time must be taken as six (6) consecutive weeks but may be taken at any time during the calendar year.
  3. Not more than 10% (rounded off to the nearest whole person) in a building may be away on leave of absence without pay at the same time unless this restriction is waived.
  4. Schedule as per A, B, C, F, and G.
- F. In the event there is a conflict in dates, the employee submitting the earliest request shall be given first priority. Should two applications for the same leave be submitted in the same day, then seniority would rule.
- G. The administration shall attempt to notify the employee as to whether the leave has been granted within forty-five (45) calendar days.

### Section 11: Return From Leaves

The beginning and termination dates of all leaves shall be determined at the time of granting, except for emergency leaves where the termination date is not known at the time of granting.

- A. The Employer shall strive to assign ISD Service Center employee(s) returning from leave the same position(s) or equivalent positions.
- B. For employees at operations locations the following provisions shall apply:
1. During an authorized one calendar year leave, an employee's position shall be regarded as frozen, exempt from transfers and postings. Upon return from an authorized leave of one calendar year, an employee shall return to his/her former position.
  2. During the aforementioned one calendar year, the administration may cover the job with a substitute\* or may hire an employee on a limited contract basis pursuant to the following conditions:
    - a. The position may be filled by a "limited contract" employee for the length of the leave or until bumped, at which time that employee shall be terminated without recall rights or any other employee rights.
    - b. For the duration of his/her employment, Article VI, Seniority, and Article VII, Voluntary Transfer, etc., shall not apply to "limited contract" employees. All other contract provisions including benefits

## ARTICLE XII

shall apply. The administration reserves the right to transfer and assign such employees.

- c. A limited contract employee may bid on posted vacancies after one year employment unless the administration waives this restriction.
- d. During a reduction in force the position shall no longer be frozen, but shall be subject to the provisions of Article VII, Section 5. The limited contract employee, if displaced thereafter by a regular full time employee, shall be terminated. An employee subsequently returning from leave shall, if his replacement has been displaced, exercise seniority rights under Article VII, Section 5.

\*Substitute: Any person employed on a daily basis to perform work in the absence of a full time employee shall be considered a substitute employee and not covered by the MIFT Agreement, except for the conditions of Article I, Section 6C, second paragraph.

- 3. During an authorized leave of more than one calendar year the Employer shall strive to fill a position with a new hire in which event:
  - a. On return from any extended leave, except disability, an employee shall bump into division according to Article VII, Section 5, paragraph C, 2c.
  - b. On return from extended disability leave, an employee may bump against classification according to Article VII, Section 5, paragraph C, 2a.
  - c. If the Employer has been unable to fill the position with a new hire the returning employee shall displace the substitute and return to his/her former position.

### Section 12: Extensions

Requests for extensions of leave or notice of intention to return must be made in writing and submitted at least ninety (90) days before the end of the semester in which the leave is to terminate. Failure to provide such notice or to return after termination date of a leave will constitute termination of employment.

### Section 13: Submission of Requests

Requests for leave of absence shall be submitted to the Superintendent at least one (1) month prior to the time of the leave, but not later than June 30th, except that this provision does not apply to those leaves that have starting times determined by the nature of the leave.

## **ARTICLE XII**

### **Section 14: Fringe Benefit Eligibility**

Employees on unpaid leave shall not, with the exception of Section 7C, be eligible for fringe benefits.

### **Section 15: Leaves Subject to Qualified Replacements**

The granting of requests for leaves, with the exception of health, maternity, military and jury leaves, may be subject to the Employer's ability to find qualified replacements.

### **Section 16: Adjusted Pay**

Anyone who is taking an unpaid leave during the school year will be granted the opportunity to have the remainder of his/her paychecks adjusted to reflect the leave, if the employee submits by August 15 the proposed schedule of leave days to the Assistant Superintendent for Personnel/Employee Relations.

\* For school year 1993-94, requests must be submitted two weeks following ratification.

## **ARTICLE XIII**

### **DISCHARGE, LAYOFF, AND RETIREMENT**

#### **Section 1: Discharge**

An employee will be subject to discharge only for academic incompetence, willful abuse of the provisions of this agreement or the policies and procedures of the Employer, when his/her services are not acceptable to a substantial segment of the constituent districts and service community of the Macomb Intermediate School District and transfer possibilities have been exhausted or when his/her behavior affects his/her performance in a deleterious fashion. Election to process a discharge through the Tenure Commission shall estop any employee from entry to the grievance procedure on such discharge.

#### **Section 2: Retraining**

Where there is staff reduction because of program modification and/or changes in service, tenured employees covered by this agreement and affected by such reductions shall have the right to retrain according to the conditions set below:

- A. Affected employees desiring retraining shall request a meeting with the Employer no later than sixty (60) working days after notification or the end of the school calendar year, whichever comes first. Such employees may request union representation.
- B. If it is determined that there is an opportunity for a possible new position for which the employee may retrain, the employee shall be granted leave of absence without pay for a period of time to retrain, not to exceed one (1) year; however, compensation for the retraining may be made available to qualified employees under the sabbatical leave provisions of Article XII, Section 8, which provisions shall prevail to determine eligibility for compensation.
- C. If an opening exists for which the retrained employee is qualified, the Employer agrees to reinstate the retrained employee without loss of position on the salary schedule appropriate to the new position.
- D. In the event that the retrained employee's original position becomes available at a later date, he/she shall have first option as per the provisions of Section 2, paragraph C of this Article.

#### **Section 3: Grievance Exclusions**

- A. The placing of an employee on a third year of probation shall not be grievable.
- B. The decision of the Board of Education to discharge a probationary employee under the provisions of Section 1 of this Article shall be final and shall not form the basis for a grievance.

BOARD OF EDUCATION  
MACOMB INTERMEDIATE SCHOOL DISTRICT

By: John G. Pizzanella  
President

By: Edward V. Farley  
Secretary

MACOMB INTERMEDIATE  
FEDERATION OF TEACHERS

By: Kenneth Reid  
President

By: Cynthia A. Doyle  
Secretary

Dated this 12th day of October, 1994.



APPENDIX A

1994-95 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	B.A. (185)	B.A. (210)	B.A. (213)	B.A. (220)	B.A. (235)
BASE	27302	30996	31434	32471	34680
1	31439	35686	36200	37388	39937
2	33238	37728	38266	39523	42225
3	35042	39778	40344	41673	44516
4	36848	41821	42424	43814	46803
5	38644	43869	44493	45959	49091
6	40451	45913	46574	48108	51431
7	42257	47960	48650	50247	53671
8	44052	50002	50717	52385	55962
9	45855	52055	52795	54532	58250
10	49212	55856	56660	58516	62511

	M.A. (185)	M.A. (210)	M.A. (213)	M.A. (220)	M.A. (235)
BASE	30334	34434	34926	36070	38529
1	35006	39735	40303	41625	44462
2	37167	42189	42792	44197	47206
3	39325	44641	45277	46763	49953
4	41486	47092	47765	49333	52691
5	43648	49550	50254	51907	55441
6	45807	51997	52741	54472	58188
7	47971	54452	55230	57041	60932
8	50127	56904	57715	59614	63675
9	52288	59356	60204	62184	66419
10	55908	63459	64369	66490	71024

1994-95 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	M.A. +30 (185)	M.A. +30 (210)	M.A. +30 (213)	M.A. +30 (220)	M.A. +30 (235)	DOCT (185)
BASE	31852	36152	36671	37879	40457	34877
1	36744	39188	42306	43694	46674	40028
2	39041	44312	44951	46428	49589	42367
3	41333	46914	47589	49156	52502	44711
4	43632	49527	50237	51881	55423	47056
5	45923	52129	52877	54616	58338	49400
6	48223	54737	55521	57347	61256	51746
7	50521	57347	58167	60080	64175	54084
8	52816	59953	60808	62802	67088	56422
9	55110	62555	63452	65536	70003	58770
10	58899	66856	67812	70041	74816	61887

CONSULTANTS  
(215)

	M.A.	M.A. +30	DOCTORATE
BASE	50337	52074	55567
1	57173	59039	62765
2	59602	61463	65187
3	62018	63883	67611
4	64761	66619	70344
5	67179	69040	72769
6		71461	75189

LONGEVITY:	15 YEARS	\$ 500 OVER STEP 10
	20 YEARS	\$1000 OVER STEP 10
	25 YEARS	\$1500 OVER STEP 10

APPENDIX B

1995-96 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	B.A. (185)	B.A. (210)	B.A. (213)	B.A. (220)	B.A. (235)
BASE	27848	31616	32063	33120	35374
1	32068	36400	36924	38136	40736
2	33903	38483	39031	40313	43070
3	35743	40574	41151	42506	45406
4	37585	42657	43272	44690	47739
5	39417	44746	45383	46878	50073
6	41260	46831	47505	49070	52460
7	43102	48919	49623	51252	54744
8	44933	51002	51731	53433	57081
9	46772	53096	53851	55623	59415
10	50196	56973	57793	59686	63761

	M.A. (185)	M.A. (210)	M.A. (213)	M.A. (220)	M.A. (235)
BASE	30941	35123	35625	36791	39300
1	35706	40530	41109	42458	45351
2	37910	43033	43648	45081	48150
3	40112	45534	46183	47698	50952
4	42316	48034	48720	50320	53745
5	44521	50541	51259	52945	56550
6	46723	53037	53796	55561	59352
7	48930	55541	56335	58182	62151
8	51130	58042	58869	60806	64949
9	53334	60543	61408	63428	67747
10	57026	64728	65656	67820	72444

1995-96 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	M.A. +30 (185)	M.A. +30 (210)	M.A. +30 (213)	M.A. +30 (220)	M.A. +30 (235)	DOCT (185)
BASE	32489	36875	37404	38637	41266	35575
1	37479	39972	43152	44568	47607	40829
2	39822	45198	45850	47357	50581	43214
3	42160	47852	48541	50139	53552	45605
4	44505	50518	51242	52919	56531	47997
5	46841	53172	53935	55708	59505	50388
6	49187	55832	56631	58494	62481	52781
7	51531	58494	59330	61282	65459	55166
8	53872	61152	62024	64058	68430	57550
9	56212	63806	64721	66847	71403	59945
10	60077	68193	69168	71442	76312	63125

CONSULTANTS  
(215)

	M.A.	M.A. +30	DOCTORATE
BASE	51344	53115	56678
1	58316	60220	64020
2	60794	62692	66491
3	63258	65161	68963
4	66056	67951	71751
5	68523	70421	74224
6		72890	76693

LONGEVITY:	15 YEARS	\$ 600 OVER STEP 10
	20 YEARS	\$1200 OVER STEP 10
	25 YEARS	\$1800 OVER STEP 10
	30 YEARS	\$2000 OVER STEP 10

APPENDIX C

1996-97 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	B.A. (185)	B.A. (210)	B.A. (213)	B.A. (220)	B.A. (235)
BASE	28544	32406	32865	33948	36258
1	32870	37310	37847	39089	41754
2	34751	39445	40007	41321	44147
3	36637	41588	42180	43569	46541
4	38525	43723	44354	45807	48932
5	40402	45865	46518	48050	51325
6	42291	48002	48693	50297	53771
7	44180	50142	50864	52533	56113
8	46056	52277	53024	54769	58508
9	47941	54423	55197	57014	60900
10	51451	58397	59238	61178	65355

	M.A. (185)	M.A. (210)	M.A. (213)	M.A. (220)	M.A. (235)
BASE	31715	36001	36516	37711	40283
1	36599	41543	42137	43519	46485
2	38858	44109	44739	46208	49354
3	41115	46672	47338	48890	52226
4	43374	49235	49938	51578	55089
5	45634	51805	52540	54269	57964
6	47891	54363	55141	56950	60836
7	50153	56930	57743	59637	63705
8	52408	59493	60341	62326	66573
9	54667	62057	62943	65014	69441
10	58452	66346	67297	69516	74255

1996-97 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	M.A.+30 (185)	M.A.+30 (210)	M.A.+30 (213)	M.A.+30 (220)	M.A.+30 (235)	DOCT (185)
BASE	33301	37797	38339	39603	42298	36464
1	38416	40971	44231	45682	48797	41850
2	40818	46328	46996	48541	51846	44294
3	43214	49048	49755	51392	54891	46745
4	45618	51781	52523	54242	57944	49197
5	48012	54501	55283	57101	60993	51648
6	50417	57228	58047	59956	64043	54101
7	52819	59956	60813	62814	67095	56545
8	55219	62681	63575	65659	70141	58989
9	57617	65401	66339	68518	73188	61444
10	61579	69898	70897	73228	78220	64703

CONSULTANTS  
(215)

	M.A.	M.A.+30	DOCTORATE
BASE	52628	54443	58095
1	59774	61725	65621
2	62314	64259	68153
3	64839	66790	70687
4	67707	69650	73545
5	70236	72182	76080
6		74712	78610

LONGEVITY:	15 YEARS	\$ 600 OVER STEP 10
	20 YEARS	\$1200 OVER STEP 10
	25 YEARS	\$1800 OVER STEP 10
	30 YEARS	\$2000

**1994-95 SCHOOL CALENDAR**  
**185 AND 235 DAYS**  
 (Excluding Lutz and AI Programs)

Labor Day	Monday, September 5, 1994
School Year Begins Records Day	Tuesday, September 6, 1994
Classes Start: All Day	Wednesday, September 7, 1994
Opening Day Orientation: AM Inservice: PM	Friday, September 9, 1994
No School for Students Records: AM Inservice: PM	Friday, October 7, 1994
Thanksgiving: Begins at Mid-day Return to Work	Wednesday, November 23, 1994 Monday, November 28, 1994
Christmas Recess: Begins End of Day Return to Work	Tuesday, December 20, 1994 Tuesday, January 3, 1995
All Day Inservice - No Students	Friday, January 20, 1995
Mid-Winter Recess: Begins End of Day Return to Work	Wednesday, February 15, 1995 Monday, February 20, 1995
Easter Recess: Begins End of Day Return to Work	Thursday, April 13, 1995 Monday, April 24, 1995
Memorial Day: No School Return to Work	Monday, May 29, 1995 Tuesday, May 30, 1995
Last Day of School: 185 Day EI and TMI Classes Half Day Students: AM Half Day Records: PM	Friday, June 16, 1995

First Day of School (Summer Session) 235 Day SMI/SXI Classes	Monday, June 19, 1995
Fourth of July Recess: Begins End of Day Return to Work	Friday, June 30, 1995 Monday, July 10, 1995
Last Day of School 235 Day SMI/SXI Classes Half Day Students: AM Half Day Records: PM	Friday, September 1, 1995

\* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.

**1994-1995 SCHOOL CALENDAR  
LUTZ SCHOOL FOR WORK EXPERIENCE**

School Year Begins:		
Records Day: All Day		Tuesday, September 6, 1994
Classes Start: All Day		Wednesday, September 7, 1994
No School for Students		Friday, September 9, 1994
Opening Day Orientation: AM		
Inservice: PM		
No School for Students		Friday, October 7, 1994
Records: AM		
Inservice: PM		
Thanksgiving: Begins at Mid-day		Wednesday, November 23, 1994
Return to Work		Monday, November 28, 1994
Christmas Recess: Begins End of Day		Tuesday, December 20, 1994
Return to Work		Tuesday, January 3, 1995
Inservice: All Day (No Students)		Friday, January 20, 1995
Mid-Winter Recess:	Begins End of Day	Wednesday, February 15, 1995
	Return to Work	Monday, February 20, 1995
Easter Recess: Begins End of Day		Thursday, April 13, 1995
Return to Work		Monday, April 24, 1995
I.E.P. Prep: Students AM		Thursday, May 25, 1995
Records: PM		
Memorial Day: No School		Monday, May 29, 1995
Return to Work		Tuesday, May 30, 1995
July 4 Recess: Begins End of Day		Thursday, June 29, 1995
Return to Work		Monday, July 10, 1995
Last Day of School: Full Day		Thursday, August 17, 1995

\* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.



**1994-95 SCHOOL CALENDAR  
AUTISTIC IMPAIRED PROGRAM**

Labor Day	Monday, September 5, 1994
School Year Begins Records Day	Tuesday, September 6, 1994
Classes Start: All Day	Wednesday, September 7, 1994
Opening Day Orientation: AM Inservice: PM	Friday, September 9, 1994
No School for Students Records: AM Inservice: PM	Friday, October 7, 1994
Thanksgiving: Begins at Mid-day Return to Work	Wednesday, November 23, 1994 Monday, November 28, 1994
Christmas Recess: Begins End of Day Return to Work	Tuesday, December 20, 1994 Tuesday, January 3, 1995
All Day Inservice - No Students	Friday, January 20, 1995
Mid-Winter Recess: Begins End of Day Return to Work	Wednesday, February 15, 1995 Monday, February 20, 1995
Easter Recess: Begins End of Day Return to Work	Thursday, April 13, 1995 Monday, April 24, 1995
Memorial Day: No School Return to Work	Monday, May 29, 1995 Tuesday, May 30, 1995
Last Day of School: Half Day Students: AM Half Day Records: PM	Friday, June 16, 1995
AI Summer Session Begins: 7 Weeks of 4 Days per Week	
Monday, June 19	Thursday, June 22
Monday, June 26	Thursday, June 29
Monday, July 17	Thursday, July 20
Monday, July 24	Thursday, July 27
Monday, July 31	Thursday, August 3
Monday, August 7	Thursday, August 10
Monday, August 14	Thursday, August 17
Last Day of School Half Day Students: AM Half Day Records: PM Full Day at Lutz AI	Thursday, August 17

\* For those buildings or programs having a fall conference, the conference will be held during the weeks of October 17 or October 24, 1994. For those buildings or programs having a spring conference, the conference will be held during the weeks of April 24 or May 1, 1995, pursuant to Article VIII, Section 2, C, of the MIFT collective bargaining agreement.

## **LETTER OF UNDERSTANDING**

### **Decentralization**

The parties hereto have agreed for the term of this agreement to implement the terms of Article VII, Section 5, E, to designate the staff member(s) who are most senior, certified and qualified, and to notify the LEA of the candidate(s) available for hire/transfer. Should an LEA refuse to hire said staff member, that staff member may opt to return to the MISD and the least senior person similarly certified and qualified shall be laid off.

It is understood that this and Article VII, Section 5, E, are non-arbitrable.

## LETTER OF UNDERSTANDING

### Medically Fragile

It is mutually agreed between the parties that the departmental procedures pertaining to the intake and medical evaluation of medically at risk students will be implemented upon ratification. The procedures are set forth in the attachments labeled A, B, and C.

#### Attachment A: Referral and Pre-Enrollment Process for Medically at Risk Students

1. MISD receives referral.
2. Records reviewed by all of the following: a potential receiving teacher, occupational therapist, physical therapist, school social worker, nurse, and building administrator.
3. Meeting scheduled with parent and child.
  - a. If possible, parent and child come to school for evaluation.
  - b. If child and parent cannot come to school, evaluation team is sent to the home.
  - c. Principal will assign the evaluation team which will minimally consist of three members selected from 2. above, one of which will be the potential classroom teacher.

#### Attachment B: Program and Placement Process Decision

1. The evaluation team will meet with appropriate administrative staff (normally the building principal).
2. The purpose of this meeting will be:
  - a. To assess the child's physical ability to enter and attend school
  - b. To review the health care needs of the student and the school's ability to meet those needs.
  - c. To determine any special transportation needs and/or if the child can ride a school bus.
  - d. To recommend any further evaluation that could be done through the MISD Assessment Center.
3. If uncommon health care needs are evident, those involved in the meeting will make written recommendations to the Director of Operational Programs, who will convene the MISD Medically at Risk Committee, which will include one evaluation team member (classroom teacher, PT, OT, social worker, etc.) other than principal. The committee will review the recommendations and evaluation data, and may request further medical and/or diagnostic evaluations necessary for determining eligibility, program placement, and special staff training needs.

4. If there is a question by the committee requiring a doctor's answer, the Director of the Assessment Center will consult with a physician.
5. Medical evaluations received by the MISD will be forwarded to the MET. (Multidisciplinary Evaluation Team).
6. The MET will be convened to review all evaluation data and make appropriate recommendations to the IEPC. The MET minimally will include the potential receiving teacher, a building administrator, and a central office administrator.
7. An IEPC meeting will be convened to determine eligibility, an appropriate educational program, and a placement that will meet the child's needs.

Attachment C: MISD Medically at Risk Committee

Assistant Superintendent of Special Education  
Director of Compliance  
Director of Business  
Principal, Bovenschen and/or  
Principal, Peters and/or  
Principal, MIPPS  
Director of Legal Affairs  
Director of Assessment  
Director of Operations (chairman)  
Evaluation Team Member (a professional selected by the team)  
Nurse

## LETTER OF UNDERSTANDING

This Letter of Understanding is between the Macomb Intermediate School District ("District") and the Macomb Intermediate Federation of Teachers, Local 2144 ("Union"). The parties have agreed as follows:

1. That one-half day release time each month (8 months per school year) for school improvement shall be granted to core group consisting of two people per building or program to be selected by the building or program administrator in participation with the Union. For the 1994-95 school year, a \$15,000 allocation will be granted for school improvement startup funds, its use to be determined by the Assistant Superintendent of Special Education in participation with the Union.
2. That a committee be formed to look into and make a recommendation to the Superintendent, or his designee, regarding a mentor/career ladder program. Said committee shall consist of four people: two shall be selected by the Superintendent and two shall be selected by the Union. The School District shall immediately implement an interim mentoring program in order to comply with State law.
3. That during the 1995-96 school year, an internship program is to be developed by the Assistant Superintendent of Special Education in participation with the Union.

## Index

Absences . . . . .	56	Recall . . . . .	20
Bereavement . . . . .	59	Reduction . . . . .	19
Conferences . . . . .	59	Transfer . . . . .	19
Conventions . . . . .	59	Transfer List . . . . .	19
Visitations . . . . .	59	Transfer Request . . . . .	19
Work Related Disability . . . . .	58	Vacancy . . . . .	19
Workshops . . . . .	59	Dental Coverage . . . . .	52
Academic Freedom . . . . .	8	Designated positions . . . . .	19
Adjusted Day . . . . .	32	Discharge . . . . .	67
Adjusted Pay . . . . .	66	Discharge, Layoff, and Retirement . . . . .	67
Assignment . . . . .	25	Discharge . . . . .	67
Assignment of Work . . . . .	2	Grievance Exclusions . . . . .	67
Assignments . . . . .	19	Retraining . . . . .	67
Automobile Allowance . . . . .	54	Disciplinary Interviews . . . . .	10
Banked Sick Leave . . . . .	55	Discontinuance of Premiums . . . . .	54
Behavior Management . . . . .	43	District Bump . . . . .	23
Bereavement . . . . .	59	Employee Contracts . . . . .	7
Building Bump . . . . .	23	Employee Evaluation . . . . .	41
Bulletin Board . . . . .	10	Extended Health Leave . . . . .	63
Calendar . . . . .	27	Extended Health Leave File . . . . .	9
Class Size . . . . .	37	Extensions . . . . .	65
Close Out/Reduction . . . . .	25	Fair Employment Practices . . . . .	2
Close-out . . . . .	19	Files	
Co-Op Optical . . . . .	53	Extended Health Leave File . . . . .	9
Communicable Diseases . . . . .	44	Grievance File . . . . .	9
Compensation . . . . .	45	Principals' File . . . . .	9
Automobile Allowance . . . . .	54	Fringe Benefit Eligibility . . . . .	66
Banked Sick Leave . . . . .	55	General Principles . . . . .	13
Health Examination . . . . .	54	Grievance Exclusions . . . . .	67
Insurance for Retirees . . . . .	49	Grievance File: . . . . .	9
Insurance Protection . . . . .	49	Grievance Procedure . . . . .	13
Payroll Deduction . . . . .	48	Informal Conference . . . . .	15
Payroll Procedures . . . . .	48	Step I - Written Procedure . . . . .	15
Severance Pay . . . . .	55	Step II - Written Procedure . . . . .	15
Compensatory Time . . . . .	32	Step III - Arbitration . . . . .	16
Conference and Reports . . . . .	34	Health and Safety Committee . . . . .	43
Conferences . . . . .	59	Health Care Insurance . . . . .	49
Contract Periods . . . . .	40	Health Examination . . . . .	54
Conventions . . . . .	59	Hours . . . . .	31
Current Schedule . . . . .	37	Inservice Training Committee . . . . .	39
Decentralization . . . . .	78	Insurance	
Definitions . . . . .	8, 13	Co-Op Optical . . . . .	53
AI . . . . .	19	Dental Coverage . . . . .	52
Bid . . . . .	19	Discontinuance of Premiums . . . . .	54
Close-out . . . . .	19	Health Care Insurance . . . . .	49
Designated positions . . . . .	19	Insurance for Retirees . . . . .	49
EI . . . . .	19	Life Insurance . . . . .	53
Layoff . . . . .	19	Medical Coverage . . . . .	50
Management Rights . . . . .	8	Retiree Life Insurance . . . . .	54
MR . . . . .	19	Insurance for Retirees . . . . .	49
Posting . . . . .	19	Insurance Protection . . . . .	49
Reassignment . . . . .	19	Involuntary Transfer . . . . .	21

Job Sharing . . . . .	34	Negotiation Procedures . . . . .	12
Jury Duty . . . . .	60	Date and Time . . . . .	12
Laundry Services . . . . .	42	Provisions for Conferences . . . . .	12
Lavatory Facilities . . . . .	42	Selection of Representatives . . . . .	12
Layoff . . . . .	19	New Positions . . . . .	2
Leave Policy . . . . .	56	Office Equipment . . . . .	42
Leaves . . . . .	60	Para-Professional Absences . . . . .	40
Extended Health Leave . . . . .	63	Parental Leave . . . . .	61
Extensions . . . . .	65	Payroll Deduction . . . . .	48
Fringe Benefit Eligibility . . . . .	66	Payroll Procedures . . . . .	48
Jury Duty . . . . .	60	Personal Property . . . . .	40
Leaves Subject to Qualified		Personnel Covered . . . . .	2
Replacements . . . . .	66	Personnel Directory . . . . .	11
Maternity Leave . . . . .	60	Personnel Files . . . . .	8
Military Leave . . . . .	60	Placement of Students . . . . .	37
Parental Leave . . . . .	61	Policy Book . . . . .	42
Public Office and Union Leave . . . . .	61	Postings . . . . .	19
Return From Leaves . . . . .	64	Principals' File . . . . .	9
Sabbatical Leave . . . . .	62	Professional/Para-Professional Relationships . . . . .	26
Sick Leave . . . . .	55	Public Office and Union Leave . . . . .	61
Study Leave . . . . .	61	Reassignment . . . . .	19, 25
Submission of Requests . . . . .	65	Recall . . . . .	19, 25
Travel Leave . . . . .	61	Reduction . . . . .	19
Unpaid Leave . . . . .	63	Reduction and Layoff . . . . .	22
Leaves Subject to Qualified Replacements . . . . .	6	Released Time . . . . .	41
Letters of Understanding . . . . .	78	Reprimands . . . . .	10
Decentralization . . . . .	78	Resignation . . . . .	25
Medically Fragile . . . . .	79	Resignations . . . . .	19
School Improvement, Mentor, Intern . . . . .	81	Retiree Life Insurance . . . . .	54
Life Insurance . . . . .	53	Retraining . . . . .	67
Local School District Schedules . . . . .	37	Return From . . . . .	64
Long-term Disability . . . . .	58	Sabbatical Leave . . . . .	62
Lunch Aides . . . . .	40	Salary Credits . . . . .	17
Management Rights . . . . .	8	Salary Schedule . . . . .	69
Maternity Leave . . . . .	60	Schedules . . . . .	27
Medical Coverage . . . . .	50	Adjusted Day . . . . .	32
Medically Fragile . . . . .	79	Compensatory Time . . . . .	32
Military Leave . . . . .	60	Conference and Reports . . . . .	34
Miscellaneous . . . . .		Job Sharing . . . . .	34
Behavior Management . . . . .	43	Local School District Schedules . . . . .	37
Communicable Diseases . . . . .	44	Placement of Students . . . . .	37
Contract Periods . . . . .	40	Snow Days . . . . .	37
Employee Evaluation . . . . .	41	School Board Meetings . . . . .	11
Health and Safety Committee . . . . .	43	School Improvement Plans . . . . .	39
Laundry Services . . . . .	42	Seniority . . . . .	17
Lavatory Facilities . . . . .	42	Serving as Administrator . . . . .	43
Lunch Aides . . . . .	40	Severance Pay . . . . .	55
Office Equipment . . . . .	42	Short-term Disability . . . . .	58
Officer Released Time . . . . .	41	Sick Leave . . . . .	56
Para-Professional Absences . . . . .	40	Snow Days . . . . .	37
Personal Property . . . . .	40	Study Leave . . . . .	61
Policy Book . . . . .	42	Submission of Requests . . . . .	65
Serving as Administrator . . . . .	43	Summer Supplements . . . . .	41
Summer Supplements . . . . .	41	Teacher Evaluation of Para . . . . .	26
Telephone for Teachers . . . . .	40	Telephone . . . . .	40
Union Days . . . . .	42	Temporary Positions . . . . .	23

Termination . . . . .	35
Transfer List . . . . .	19, 23
Transfer Request . . . . .	19
Transfers	
Involuntary Transfer . . . . .	19, 21
Transfers Within . . . . .	20
Voluntary Transfer . . . . .	19
Travel Leave . . . . .	61
Union Access . . . . .	10
Union Business . . . . .	10
Union Days . . . . .	42
Union Dues . . . . .	3
Union Security . . . . .	5
Unpaid Leave . . . . .	63
Use of Bulletin Board . . . . .	10
Vacancies . . . . .	19
Vacancy and Postings . . . . .	21
Visitations . . . . .	59
Work Related Disability . . . . .	58
Workshops . . . . .	59



3205

8/31/98

**Contract  
Supplement/Extension**

**1994-1998**



LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

**Contents:**

- 1. Tentative Agreement
- 2. Salary Schedule

Agreement between the  
**MACOMB INTERMEDIATE SCHOOL DISTRICT**  
 and the  
**MACOMB INTERMEDIATE FEDERATION OF TEACHERS**  
 AFT - Local 2144

**PROFESSIONAL CONTRACT  
 1994-98**

*Macomb Intermediate School District*

1910

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**MACOMB INTERMEDIATE SCHOOL DISTRICT**

**MACOMB INTERMEDIATE FEDERATION OF TEACHERS (MIFT)**

**TENTATIVE AGREEMENT**

**October 18, 1995**

1. In 1995-96, 1996-97, and 1997-98, the related services personnel, the employees at the Educational Service Center including all of MIPPS will work a 6 hr. 45 min. day. Consultants work day remains the same.
2. All other professional employees will work the normal school year from September through mid-June, seven hours per day. From mid-June through August, the 235-day employees would work the 6 hr. 45 min. day.
3. The AI program would work the 6 hr. 45 min. day in the summer.
4. The Lutz program would work 7 hours year round.
5. In 1995-96, 1996-97 and 1997-98, one-half of one percent of the base salary will be added off schedule to all employees that work the extra 15 minutes.
6. In 1997-98, 2.5% will be added to each step for all professional employees.
7. In 1997-98, 15 minutes of instructional time will be taken out of prep.
8. Those persons who will, as of December 20, 1995, revert back to 6 hr. 45 min., shall receive one-quarter of one percent of their base salary.

MACOMB INTERMEDIATE  
SCHOOL DISTRICT



Leonard D. Givens  
Chief Negotiator

MACOMB INTERMEDIATE FEDERATION  
OF TEACHERS



Ken Reid  
President, MIFT

APPENDIX A

1997-98 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	B.A. (185)	B.A. (210)	B.A. (213)	B.A. (220)	B.A. (235)
BASE	29258	33216	33687	34797	37164
1	33692	38243	38793	40066	42798
2	35620	40431	41007	42354	45251
3	37553	42628	43234	44658	47705
4	39488	44816	45463	46952	50155
5	41412	47012	47681	49251	52608
6	43348	49202	49910	51554	55115
7	45284	51396	52136	53846	57516
8	47207	53584	54350	56138	59971
9	49140	55784	56577	58439	62422
10	52737	59857	60719	62707	66989

	M.A. (185)	M.A. (210)	M.A. (213)	M.A. (220)	M.A. (235)
BASE	32508	36901	37429	38654	41290
1	37514	42582	43190	44607	47647
2	39829	45212	45857	47363	50588
3	42143	47839	48521	50112	53532
4	44458	50466	51186	52867	56466
5	46775	53100	53853	55626	59413
6	49088	55722	56520	58374	62357
7	51407	58353	59187	61128	65298
8	53718	60980	61850	63884	68237
9	56034	63608	64517	66639	71177
10	59913	68005	68979	71254	76111

1997-98 SALARY SCHEDULE

DIRECT SERVICE AND DEGREE SPECIALISTS

	MA +30 (185)	MA +30 (210)	MA +30 (213)	MA +30 (220)	MA +30 (235)	DOCTORATE (185)
BASE	34134	38742	39297	40593	43355	37376
1	39376	44697	45337	46824	50017	42896
2	41838	47486	48171	49755	53142	45401
3	44294	50274	50999	52677	56263	47914
4	46758	53076	53836	55598	59393	50427
5	49212	55864	56665	58529	62518	52939
6	51677	58659	59498	61455	65644	55454
7	54139	61455	62333	64384	68772	57959
8	56599	64248	65164	67300	71895	60464
9	59057	67036	67997	70231	75018	62980
10	63118	71645	72669	75059	80176	66321

CONSULTANTS  
(215)

	M.A.	M.A. +30	DOCTORATE
BASE	53944	55804	59547
1	61268	63268	67262
2	63872	65865	69857
3	66460	68460	72454
4	69400	71391	75384
5	71992	73987	77982
6		76580	80575

LONGEVITY	15 YEARS	\$ 600 OVER STEP 10
	20 YEARS	\$1200 OVER STEP 10
	25 YEARS	\$1800 OVER STEP 10
	30 YEARS	\$2000



**MIGD**

