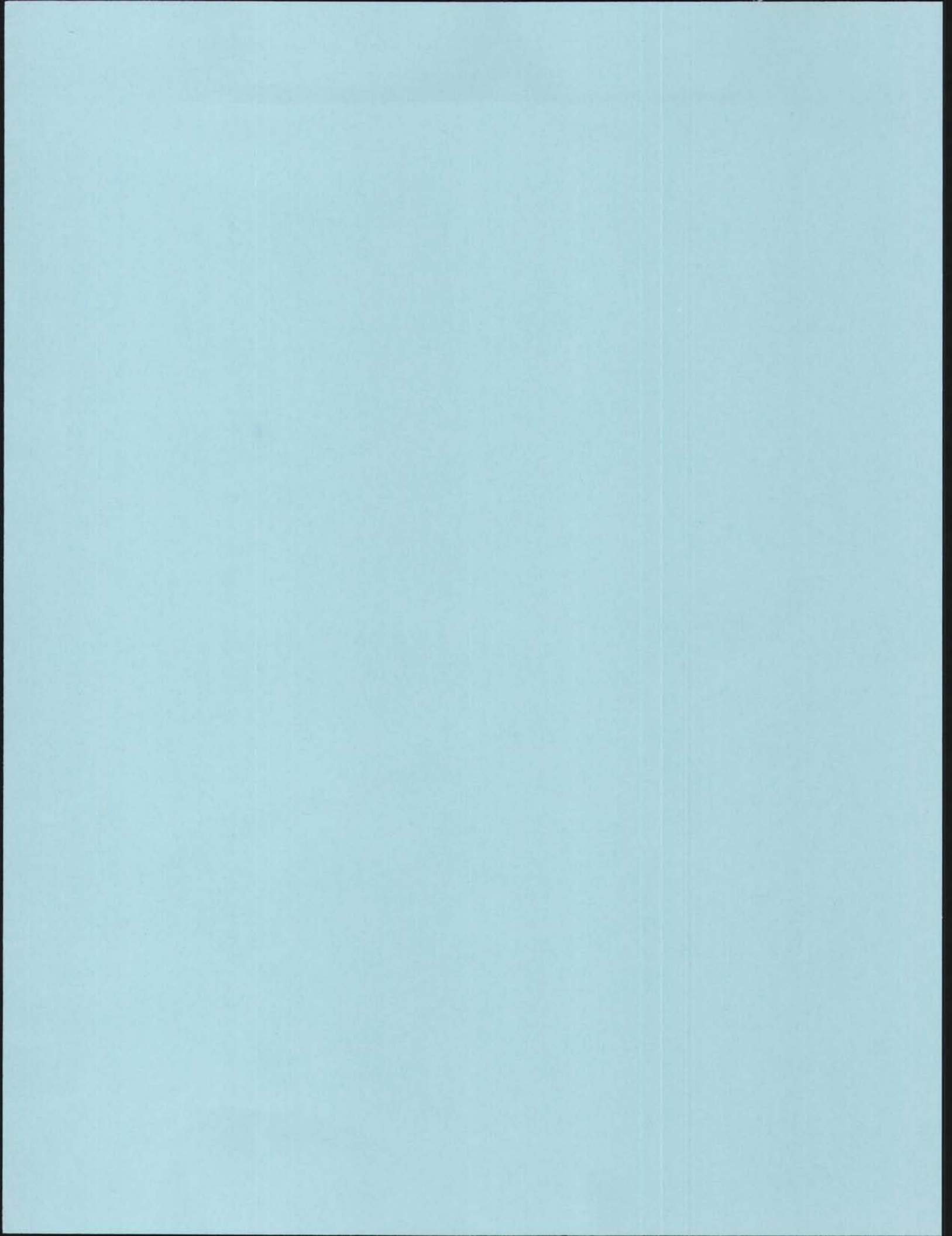


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6/30/99

**MASTER AGREEMENT**  
**BETWEEN**  
**THE WASHTENAW INTERMEDIATE SCHOOL DISTRICT**  
**AND**  
**THE FEDERATION OF WASHTENAW INTERMEDIATE SCHOOL EMPLOYEES**  
**UNIT I**  
**LOCAL 3760 AFT, MFT, AFL-CIO**  
**1996-99**

*Washtenaw Intermediate School District*



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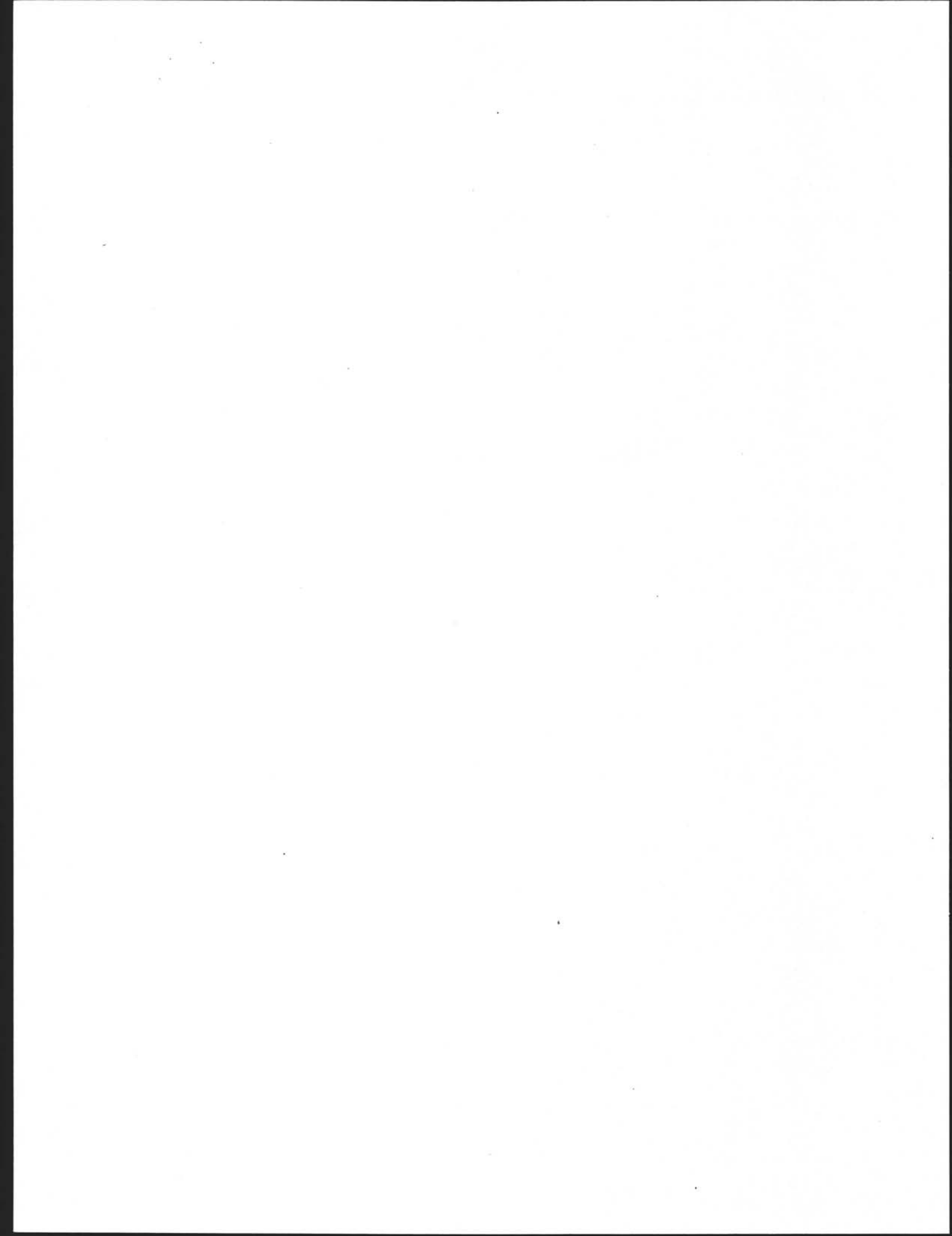
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## ARTICLE 1

### Recognition of the Federation

- 1.1.1 The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Aquatic Specialist, Licensed Practical Nurse, all Teaching Assistants, and Food Service Personnel excluding administrators and all other employees.
- 1.1.2 Work performed by members of the bargaining unit shall not be assigned to persons outside of the unit without first consulting with the unit.
- 1.1.3 All personnel hired to fill such positions or perform such functions for ninety (90) working days or more shall be considered to be members of the bargaining unit and shall be subject to all terms and conditions of this agreement. Substitute teaching assistants employed to fill extended child care leaves will not be considered to be members of the unit. For the purpose of this section, time worked in the summer program shall not be counted as part of the ninety (90) working days.

## ARTICLE 2

### Effect of Agreement

- 2.1.1 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.
- 2.1.2 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 negotiation and agreement on substitute language for the voided provision(s).



## ARTICLE 3

### Negotiation Procedure

- 3.1.1 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 the Union.
- 3.1.2 Neither party in any negotiations shall have any control over the selection of the bargaining representative 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 the 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.
- 3.1.3 After ratification of this Agreement, either party may request a conference to discuss matters which may arise from time to time which are of mutual concern to the parties. Said conferences are to be held within three (3) work days of the request unless extended by mutual consent. Discussion during such conference shall be limited to problems indicated on a written request for such conference. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

## ARTICLE 4

### Management Rights

- 4.1.1 The Board hereby retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:
- 4.1.2 The executive management and administrative control of the Washtenaw Intermediate School District, its properties, equipment, facilities, and operations and to direct the activities of its employees.
- 4.1.3 Hire all employees and, subject to the provisions of the law and contractual agreements with the Union, to determine their qualifications and the conditions of their employment or their dismissal and to promote, transfer and assign all such employees and to determine the size of the work force.
- 4.1.4 Establish or revise policies and adopt reasonable rules and regulations.
- 4.1.5 Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business not in conflict with the specific provisions of this Agreement.
- 4.1.6 Determine the services, supplies, and equipment for its operation and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- 4.1.7 Determine the number and location or relocation of its facilities, establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of buildings or other facilities.
- 4.1.8. Determine the placement of operations and the source of materials and supplies.
- 4.1.9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 4.1.10 Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
- 4.1.11 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE 5**

### **Union Rights**

#### **Section 1 - Union Dues Check-off**

- 5.1.1 Upon filing with the Employer of a written authorization form for payroll deduction, signed by the employee, the Employer agrees, during the term of this Agreement and any extension of renewal thereof, to deduct Union membership dues, service fees, and assessments which have been levied in accordance with the Constitution and By-laws of the Union from the pay of such employee.
- 5.1.2 Deductions from each paycheck shall be in the amount stipulated by the Union for the term of this Agreement and shall commence within the next two pay periods after written authorization is received by the District Treasurer. The Employer agrees to forward such deductions which have been made within ten (10) work days following such deductions to the Treasurer of the Union.
- 5.1.3 The Employer shall forward the Union a list of all employees within the bargaining unit and their assigned locations no later than the Friday following Labor Day at the beginning of each school year. Further, the Employer shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer during the year.
- 5.1.4 Individual authorization forms shall be agreed upon, and when executed, shall be filed by the Union with the Employer. Authorizations, once filed with the Employer, shall continue in full force and effect until revoked by the employee on a form mutually agreed upon, which form shall be filed with the Employer. 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 under such authorization.
- 5.1.5 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 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 and to provide the Employer with evidence of same.

#### **Section 2 - Union Security**

- 5.2.1 The Employees, 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.
- 5.2.2 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 and assessments.
- 5.2.3 Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Union dues and assessments which have been established by the Union for each school year. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.
- 5.2.4 The Employer agrees to notify all employees in the bargaining unit (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new hires) of the above stated thirty (30) day period.

- 5.2.5 Failure within the above stated thirty (30) days to deliver authorization 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 notify such employee within five (5) days that he/she will be discharged, it being understood between the parties of the Agreement that such requirement is a condition of continued employment with the Employer.
- 5.2.6 In the event an employee is dismissed for failure to tender required authorized amounts and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a precondition to reemployment.
- 5.2.7 The Federation of Washtenaw Intermediate School Employees shall indemnify and save the Employer harmless against any and all claims, demands, suits, or judgment damages which may arise from the implementation of this section of the Agreement.

### **Section 3 - Use of Buildings**

- 5.3.1 Upon request to the Director of Business Services or his/her designee, the Union and its members shall be permitted to meet at the Washtenaw Intermediate School District buildings if appropriate facilities are available and custodial staff is on duty. All requests for such meetings must be in writing three (3) days prior to the requested meeting. If any custodial services are required for such meetings, the Board may make a charge for the services provided. In instances where emergency sessions are necessary, the Director of Business Services or designee shall waive the above stated written three-day requirement if facilities are available.

### **Section 4 - Union Business**

- 5.4.1 Only authorized representatives of the Union shall be permitted to transact official Union business on Washtenaw Intermediate School District property, provided that such transactions shall not interfere with the working hours of the employees.

### **Section 5 - Information**

- 5.5.1 The Board agrees to furnish to the Union, in response to reasonable requests, public information which is available to the Board in preparation for bargaining, or which may be necessary for the Union to process any grievance or complaint.

### **Section 6 - Union Representative**

- 5.6.1 The Union shall have the right to elect or designate up to one employee for each district facility as Building Representative. Each Building Representative shall have an alternate who shall function only in the absence of the regular Building Representative, all of whom shall have completed their probationary periods.
- 5.6.2 At times mutually agreed to with the supervisors of the parties involved, the Building Representative shall be allowed on the Employer's property reasonable time during working hours to present, process and investigate grievances without loss of pay.

### **Section 7 - Use of Supplies**

- 5.7.1 Costs of any consumable supplies used by the Union for Union business are to be reimbursed to the Washtenaw Intermediate School District.

### **Section 8 - Bulletin Boards**

5.8.1 The Employer shall provide the Union with the use of one (1) bulletin board in the employees' lounge of each building.

5.8.2 Notice shall be limited to the following:

Notice of Union Business and its affairs, Union elections, appointments, committee meetings, and/or any other business that the Union deems necessary to conduct the business of the Union.

### **Section 9 - Board Minutes**

5.9.1 A copy of all regular Board Meeting Minutes and/or other materials required by law shall be available to the Union president within a reasonable time following all regular school board meetings.

## **ARTICLE 6**

### **Individual Rights**

#### **Section 1 - Fair Employment Practices**

- 6.1.1 This Agreement shall be applied uniformly to all employees within the bargaining unit.
- 6.1.2 The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Union.
- 6.1.3 The Union agrees to admit all bargaining unit members to membership without discrimination on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.
- 6.1.4 The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who fulfill these requirements.

#### **Section 2 - Personal Freedom**

- 6.2.1 When an employee speaks or writes as a citizen outside of normal duty hours, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not on behalf of the District.
- 6.2.2 Employees shall be made aware of the capabilities of devices and systems which have the potential of gathering information on the employees' activities.
- 6.2.3 No material covertly gathered by any electronic communications device shall be admissible as evidence in any action against an employee in the performance of his/her assigned responsibilities.

## ARTICLE 7

### Grievance Procedure

- 7.0.1 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.

#### Section 1 - Definition

- 7.1.1 A grievance is a complaint that there has been a violation, misinterpretation, misapplication of any provision(s) of this Agreement and/or any complaint that a policy has been interpreted improperly as it pertains to this Agreement.
- 7.1.2 An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.
- 7.1.3 Whenever the term employee is used, it is to include any member or members of the bargaining unit.
- 7.1.4 Whenever notice is used, it is meant that such be written notice to grievance Chairperson, grievant, building representative, and Board representative.
- 7.1.5 Whenever the singular is used, it is to include the plural.
- 7.1.6 The term "days" in this Article shall mean working days, except where otherwise indicated.

#### Section 3 - General Principles

- 7.2.1 A grievance may be withdrawn at any level.
- 7.2.2 If a grievance arises from the action of authority higher than Building Administrator, it may be initiated at Step 3 of this procedure.
- 7.2.3 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.
- 7.2.4 When hearings and conferences are held during duty hours, with the approval of the administrator, 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.
- 7.2.5 Forms for filing and processing grievances shall be given appropriate distribution by the grievance Chairperson so as to facilitate the operation of the grievance procedure.
- 7.2.6 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7.2.7 Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall terminate the grievance.
- 7.2.8 Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.



- 7.2.9 The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced in writing and signed by the parties.
- 7.2.10 No grievance(s) may be filed by an employee or by the Federation on behalf of any employee who is for any reason no longer an employee of the district.
- 7.2.11 The termination of services or failure to reemploy any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this section.

### **Section 3 - Procedure for Adjustment of a Grievance**

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

#### **Step 1 - Informal Conference**

- 7.3.2 A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the appropriate supervisor with the object of resolving the matter informally:
- 7.3.3 By an employee in person on his/her own behalf;
- 7.3.4 By an employee accompanied by the appropriate Union representative;
- 7.3.5 Through the Union representative if the employee so requests;
- 7.3.6 By the Union representative in the name of the Union.

#### **Step 2 - Written Procedure #1**

- 7.3.7 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 immediate supervisor within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance:
- 7.3.8 By an employee accompanied by the appropriate Union representative;
- 7.3.9 By the Union Representative;
- 7.3.10 By the Union representative in the name of the Union.
- 7.3.11 Within five (5) work days after receiving the written grievance, the immediate supervisor shall meet with the grievant and the Union representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) working days after such meeting and shall furnish a copy of his/her decision to the Union representative and the grievant.

#### **Step 3 - Written Procedure #2**

- 7.3.12 If the grievance is not resolved in Step 2 or if no disposition has been made within the required time limitation, the grievance may be transmitted to the Superintendent within five (5) work days after the answer from Step 2 or five (5) days after expiration of the time limit, whichever is later. Within five (5) work days after receiving the transmittal of such grievance, the Superintendent or his/her designee shall investigate the grievance giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such meeting. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.



## **Arbitration**

- 7.3.13 If the grievance is not resolved at Step 3 above, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement, either the Union or the Board, may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Union president as the case may be, and the American Arbitration Association ten (10) days after receipt of the answer in Step 3. If no such notices are given within the ten-day period, the answer from Step 3 shall be final and binding on the Union, the employee(s) involved, and the Board.
- 7.3.14 It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement.
- 7.3.15 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- 7.3.16 The Arbitrator shall not make any decision which requires the Board to reinstate or reemploy any probationary employee.
- 7.3.17 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.3.18 The expenses of and the compensation for each and every witness and representative for either the Board or the Union shall be paid by the party producing the witness or having the representative. The fees and expenses of the arbitrator including the expense of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Board for the decision rendered.
- 7.3.19 The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee(s) involved, and the Board.

## **ARTICLE 8**

### **Evaluations and Observations**

#### **Section 1 - Employee Evaluations**

- 8.1.1 All employees, upon employment and at the beginning of each school year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- 8.1.2 Evaluation will be conducted by the employee's immediate supervisor or an Administrator familiar with the employee's work.
- 8.1.3 The overall evaluation for employees will be based upon the sum total of employee activities including those formally observed in scheduled observations.

#### **Section 2 - Employee Observations**

- 8.2.1 Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the probationary period. The probationary period for employees covered under this Agreement shall be ninety (90) worked days from the date of hire with optional summer employment excluded.
- 8.2.2 Permanent employees will be observed for the purpose of evaluation at least once each year during the first two (2) years of employment and at least once every three (3) years thereafter.

#### **Section 3 - Procedures**

- 8.3.1 In the beginning of each school year, supervisors will establish an annual evaluation conference schedule. Evaluation conferences, by mutual agreement, may be scheduled outside the regular work day. All of the required observations in any evaluation year will be with one (1) day advance notice.
- 8.3.2 Within one (1) week after the observation, the employee will receive a written report of the observation, followed by a conference between the parties.
- 8.3.3 At said conference, and on the written evaluation, the Administrator will avoid generalities and specifically point out the employee's strengths and weaknesses and suggestions for improvement.
- 8.3.4 Prior to placement in the employee's personnel file, the written evaluation shall be submitted to the employee for additional comments. The comments shall be incorporated into the final evaluation.
- 8.3.5 All copies of the final evaluations will be signed by both the employee and the evaluator. There shall be no additions, deletions or corrections after the signatures are affixed unless initialed by both parties.
- 8.3.6 Copies of evaluations shall be furnished to prospective employers upon request of the employee and at employee's expense.

## ARTICLE 9

### Reprimands and Discharge

#### Section 1 - Reprimands

- 9.1.1 Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right in all such instances to request the presence of the building representative or his/her alternate at said interview, and when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of his/her choice at said meeting.

#### Section 2 - Discharge

- 9.2.1 An employee shall be subject to dismissal, reprimand, suspension without pay, discipline or demotion only for just cause, demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her performance in a negative fashion.
- 9.2.2 Dismissal of an employee, who has been employed by the district for less than ninety (90) days, shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided;
- 9.2.3 The employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance; and
- 9.2.4 The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

## ARTICLE 10

### Seniority

- 10.1.1 An employee's seniority shall be defined as his/her length of continuous service with the Board since his/her initial hiring date. "Initial hiring date" shall mean the date upon which the employee first reported for work as a full-time employee at the instruction of the Board.
- 10.1.2 Employees shall accumulate seniority in each regular one-hundred-eighty-six (186) day school year by the following percentage of days actually worked.
- |                                 |                |
|---------------------------------|----------------|
| 75% - 100% - one (1) year       | (139-186 days) |
| 50% - 74% - one-half (1/2) year | (93-138 days)  |
| 0% - 49% - zero (0)             | (0-92 days)    |
- 10.1.3 Absences for the following reasons shall not be deducted from days worked for seniority purposes: sick leave, personal leave, jury leave, and approved short-term leave without pay. All other absences including long-term medical, educational leave, extended child care leave, disciplinary leave, unauthorized leave without pay, and leave to serve in public office shall be deducted from seniority.
- 10.1.4 In the event an employee is transferred to a position outside the bargaining unit, he/she shall have his/her seniority frozen. Employees returning to the bargaining unit shall retain all rights provided for in this Agreement.
- 10.1.5 There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first ninety (90) work days of their employment excluding optional summer employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be assigned by the Employer at that time.
- 10.1.6 The Board will maintain an up to date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30th and after January 30th of each year and changes, as they occur, will be furnished to the Federation. The Union will provide representatives to review the list prior to posting.
- 10.1.7 Notwithstanding the above, an employee who has been off work for a work-related disability shall continue to accrue seniority for two (2) years.
- 10.1.8 An employee shall lose his/her seniority for the following reasons:
- 10.1.9 He/she quits or retires;
- 10.1.10 He/she is discharged and the discharge is not reversed through the Grievance Procedure;
- 10.1.11 He/she fails to return to work within ten (10) calendar days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

10.1.12 It is understood and agreed that in the event of a curtailment of the work force, the unit Vice President shall be required to exercise his/her actual seniority under the terms of this Agreement, until such time as actual seniority will no longer permit him/her to remain at work in the district, at which time the seniority clause provided for in this paragraph may be invoked. Notwithstanding his/her position on the seniority list, the Vice President of Unit I shall, in the event of layoff for lack of work, be continued at work so long as there is a job within the district in Unit I which he/she has the ability to perform. He/she shall be recalled to work following a layoff in the first open job for which he/she is qualified.

## ARTICLE 11

### Layoff and Recall

#### Section 1 - Layoff

- 11.1.1 Where reduction of staff is essential, as determined by the Board of Education, staff with least seniority in the program being reduced shall be severed first. Such staff shall have the right to transfer to positions within the bargaining unit for which they are qualified, provided such positions are available, or provided, the person holding such position does not possess more seniority, in which case the transfer shall be made, and the person holding the position into which the transfer is made shall be "bumped." Such staff shall have the first option to resume employment when staff expansion to former levels can resume or when positions become available, reemployment being granted to those with greatest seniority first.
- 11.1.2 The Board shall notify employees on approved leaves of impending layoff.
- 11.1.3 In the event an employee is on an approved leave and is not laid off, said employee can "bump" another employee with less seniority, upon return from leave.
- 11.1.4 In the event an employee is on an approved leave and is laid off, said employee can return according to seniority.

#### Section 2 - Recall

- 11.2.1 Laid off employees shall have their names kept on an active recall list for a period of two (2) years unless they submit a letter of resignation. The Personnel Office shall maintain said recall list and furnish the Union with updated lists.
- 11.2.2 Employees being recalled will be given ten (10) days from the date of receipt of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within the above named period of time shall terminate the employee's seniority rights. An employee on layoff who is sick and who notified the Board of his/her intent to return shall be deemed to be on unpaid sick leave and his/her position shall be offered on a substitute basis by seniority to employees who are on layoff. An employee filling such a position on a substitute basis shall be paid at his/her regular rate of pay.
- 11.2.3 Any laid off employee who fails to notify the Personnel Office in writing 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 any change of address.
- 11.2.4 An opening that may occur due to a leave of one semester or more, which guarantees the right of return to the position left vacant, shall be filled by a permanent substitute assistant.
- 11.2.5 In the case above, if there are properly qualified laid-off employees, the most senior person shall be recalled to a one semester or more leave position prior to a permanent substitute being employed.

## ARTICLE 12

### Personnel Records

- 12.1.1 By appointment with the Associate Superintendent, a staff member shall be allowed to review the contents of his or her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- 12.1.2 No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.
- 12.1.3 Any material not shown to an employee and initialed by him/her (which initially shall signify only that the employee has read the material and not that he/she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in grievance or any disciplinary action against such employee.
- 12.1.4 If the affected employee refuses to initial material shown to him/her, management has the right to use said material if it has attempted to obtain the employee's initials in the presence of a union representative.
- 12.1.5 Each file shall have a cover sheet upon which shall be indicated the date of insertion of material, the subject and origin of the material.



## **ARTICLE 13**

### **Personnel Procedures**

#### **Section 1 - Assignments**

- 13.1.1 Each permanent employee shall be notified of his/her assignment in writing at least ten (10) days prior to the beginning of the school year, provided the assignment has been changed. In the event of a change made necessary by late resignation of Unit personnel, the ten-day notice may be waived.

#### **Section 2 - Vacancies**

- 13.2.1 A vacancy is defined as a position created by expansion, resignation, discharge or as the result of transfer during the regular school year which the Employer has determined to be filled.
- 13.2.2 All vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. The Employer shall seek input on program needs from employees in the departments involved.
- 13.2.3 Where the qualifications of two or more applicants for the opening, from within the district, are found to be substantially equal, the vacancy shall be filled by the applicant with the longest seniority in the district.
- 13.2.4 If a qualified employee is on layoff status, that employee will be recalled to fill a vacancy subject to the provisions of Article 13.3 and 13.4.
- 13.2.5 Vacancies will not be filled until ten (10) days after posting, notification, mailing or enclosure.

#### **Section 3 - Notification**

- 13.3.1 Whenever a vacancy occurs, the Employer shall give written notice to the Union prior to mailings and/or postings. Vacancies will be posted for ten (10) days. The Employer shall be responsible for simultaneously mailing the vacancy notice to each member or posting such notice at the Employees' buildings.
- 13.3.2 In addition to posting, notification of unit positions becoming available between June 15 and September 1 will either be mailed to all members of the unit or enclosed in paycheck envelopes.
- 13.3.3 The Board will take steps to attempt to fill vacancies within thirty-five (35) working days after the internal posting expires. In cases where this cannot be accomplished the Board will notify the Union that it cannot meet the deadline and provide a reason.

#### **Section 4 - Application**

- 13.4.1 A Unit I employee applying for an opening shall apply in writing. Such employee shall receive a copy of the job description and be granted an interview by the appropriate administrator or supervisor. If a unit member who applies is not selected to fill the opening, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.
- 13.4.2 Employees with specific interests in possible vacancies that may occur during the summer will notify the Personnel Services office of their interest, in writing, before the last day of the school year and shall include the address where they can be contacted during the summer.



- 13.4.3 Should a summer vacancy occur, the Unit I members who have expressed interest in applying for the position shall be notified by letter.
- 13.4.4 It shall be the responsibility of the contacted employee to notify the Personnel Services office, in writing, of continued interest within seven (7) calendar days after notification.
- 13.4.5 The Employer continues its support of a policy of promotions from within its own staff.

#### **Section 5 - Involuntary Transfers**

- 13.5.1 It is recognized that some involuntary transfers may be necessary to assure an appropriate placement for qualified and experienced employees.
- 13.5.2 Consideration shall be given in the selection and transfer of assistants for teachers (and teachers for assistants) to the mutual acceptance of each for the other.

#### **Section 6 - Second Semester Vacancy**

- 13.6.1 It is recognized that when a vacancy occurs as a result of a resignation, discharge or transfer during the second semester of the school year, it may be difficult to move current personnel to the vacancy from within the district without undue disruption to existing educational programs. The Superintendent or his/her designee, after consultation with the Union, may determine to postpone the movement of current employees.
- 13.6.2 The vacancy will be posted within fifteen (15) days and filled for the following school year. For the remainder of the current school year, the Board will either recall qualified laid off personnel in order of seniority, within ten (10) days, or hire a permanent bargaining unit member as soon as possible, no later than ninety (90) days. All subsequent vacancies occurring as a result of the original posting shall be filled by the start of the following school year.

#### **Section 7 - Summer Employment Practices**

- 13.7.1 The Employer shall notify all employees no later than April 15 of each school year of the summer positions that are available, if known. If operation of summer programs cannot be determined at this date, the Employer will give the Union a written explanation as to the reasons.
- 13.7.2 Each employee shall notify the Employer in writing no later than ten (10) work days after notification of summer positions available of his/her desire of summer employment with the agency. The Employer shall post a list of employees selected to staff summer positions no later than ten (10) working days after employee notification of desire for summer employment. Preference will be given to bargaining unit members who apply to work for the full length of the mandatory summer program.
- 13.7.3 In the event that there are more vacancies for summer positions than persons available to fill such positions, the Employer may seek qualified applicants outside the unit. If the number of applications for summer programs exceeds the number of positions available, the Employer shall be guided by the following criteria making a selection of staff.
- 13.7.4 Individual qualifications of the applicants with consideration given to most recent regular employment in the positions and age levels involved.
- 13.7.5 Where qualifications of applicants for the particular summer position are substantially equal, the position shall be offered to the employee with the greatest seniority in the district.

- 13.7.6 Employees shall be paid at their daily rate of pay for the school year most recently completed multiplied by the number of days they are required to work during the summer program.
- 13.7.7 Persons hired for the summer program who are not regular WISD employees during the school year will be paid at the Step 1 per diem multiplied by the number of days they are to report to work during the summer program. Such persons are not eligible for payment of any fringe benefits.

#### **Section 8 - Position Sharing**

- 13.8.1 Position sharing is defined as two assistants or qualified unit members sharing in a full-time position on a half-time basis or during the mandatory summer program, dividing the summer assignment into two equal consecutive segments. Each position sharing arrangement shall be established only by mutual agreement of the two job sharers and approval of appropriate immediate supervisor(s). Each arrangement shall be for one year and not considered renewable without the agreement of the two job sharers and approval of the appropriate immediate supervisor.
- 13.8.2 The schedules of the job sharers will be developed by the job sharers and their immediate supervisor.
- 13.8.3 The Board shall not be required to provide additional desk space, post office boxes, etc. for the job sharers.
- 13.8.4 Both job sharers shall attend all required meetings. The agreement to share a job does not preclude a unit member from employment as a substitute assistant in the District. When working as a substitute, the unit member will be paid at the regular daily rate for a substitute assistant.
- 13.8.5 Any full-time opening created by Unit 1 members moving to a job sharing situation shall be considered an opening.
- 13.8.6 Full insurance coverage will be available to position sharers. The cost to the Board for both position sharers' coverage will not exceed the maximum cost of one complete family package.
- 13.8.7 Sick leave and personal days will accumulate at one-half rate.
- 13.8.8 Each job sharer shall be classified as a part-time Union member. Seniority will accrue at one-half the regular rate.
- 13.8.9 In terms of any business between the Union and Administration, "work days" for the job sharers will mean district work days.
- 13.8.10 In the event that one of the job sharers leaves during the school year, the resulting half-time opening shall, unless the remaining job sharer requests the resulting full-time position, not be considered an opening but shall be filled on a temporary basis until the end of the school year, at which time the situation shall be re-evaluated.

## **ARTICLE 14**

### **Leaves of Absence**

#### **Section 1 - Special Leave**

- 14.1.1 After an employee has been employed for two (2) years or more, the employee may be granted up to a one (1) year leave of absence without pay or fringe benefits subject to approval of the Superintendent of Schools or his designee for the following reasons:
- 14.1.2 Prolonged illness, employee's immediate family.
- 14.1.3 Illness of the employee.
- 14.1.4 Leave of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.
- 14.1.5 Written application for such leave shall be made by such employee to the Associate Superintendent. In computing service to determine the employee's position on the salary scale, the time spent on leave shall not be counted as active service. Employees returning from leave of absence will be entitled to fill the first opening for which they are qualified.
- 14.1.6 Employees with five (5) or more years of service, who have an approved leave of absence for physical or mental illness or injury covered under Section 14.11.1, will have hospitalization/surgical/major medical insurance (if they have elected such benefits) continued at Employer expense for a period of one (1) year.

#### **Section 2 - Leaves of Absence for Public Office**

- 14.2.1 Requests for leave without pay to serve an appointive or elective federal, state or local office shall be granted by the Board. Such leaves shall be limited to the period of the initial appointment or election. Requests for extension may be made prior to or upon re-appointment or re-election.

#### **Section 3 - Extended Child Care Leave**

- 14.3.1 The Board shall grant to an employee an extended child care leave provided that the employee applies in writing to the Board at least sixty (60) calendar days prior to the date such leave is to commence and providing the beginning date for such leave is at least ten (10) months after initial employment.
- 14.3.2 Such application shall include a signed statement by a physician indicating the expected date of delivery and ability to perform the work until leave commences. Leave shall be granted for a period up to one year, and may be extended up to a maximum of two years with Board approval.
- 14.3.3 The staff member may go on extended child care leave without pay prior to the anticipated date of birth of the child. The staff member may continue employment as long as he/she can continue his/her regularly assigned responsibilities. The Board may require a doctor's statement to this effect. A similar condition is effective upon return to employment.
- 14.3.4 During a child care leave, a staff member's hospitalization insurance shall be continued at Board expense for no more than four (4) months past delivery or hospital stay of mother and/or child. An employee on child care leave may elect to continue insurance benefits at group rates at her own cost for the remainder of the approved leave.
- 14.3.5 Child care leave will also be granted to employees in the event of adoption of a child.

- 14.3.6 If the staff member does not comply with the above conditions, the right to such a leave and/or the right to return, may be denied by the Board.
- 14.3.7 An extended child care leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.

#### **Section 4 - Sick Leave**

- 14.4.1 Each employee shall be entitled to accumulate sick leave at the rate of 1-1/2 days per month of employment.
- 14.4.2 A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon retirement to the employee at 50% of the instructional assistant substitute rate in effect at the time of retirement. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed \$4,000.
- 14.4.3 Sick leave shall be defined as:
  - 14.4.4 Personal illness of the employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury;
  - 14.4.5 Serious illness or injury in the immediate family of fifteen (15) days in a three-year period, without the approval of the administration.
  - 14.4.6 Bereavement in the immediate family. Up to three (3) days taken for bereavement shall not count against the definition of acceptable use of sick leave for purposes of Article 20.3.1.
  - 14.4.7 For purposes of 14.4.4, 14.4.5, and 14.4.6, immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step parents, stepchildren.
  - 14.4.8 Acceptable usage of sick leave will be considered five (5) days or less per year (July 1 - June 30). Employees who have more than eight (8) sick leave days per year will have a mandatory conference with the supervisor. Extenuating circumstances will be dealt with on an individual basis. Medical verification may be required for absences beyond eight (8) days in a single school year. Unjustified absences without extenuating circumstances, may be grounds for the use of Article 9. Use of thirteen (13) or more sick days per year for three (3) years, when a consistent pattern of unjustified absences is documented, may be grounds for the use of Article 9, Section 2.
  - 14.4.9 After three years of employment, the individual employee shall have his/her sick leave days credited in September for the coming year. An employee leaving the system who has used more than his/her accumulated sick leave, as defined in 14.4.1, shall be docked in pay the difference between used sick leave and properly earned accumulation.
  - 14.4.10 For the purposes of this accumulation, regular school year employees shall be considered ten (10) month employees. Regular school year employees who work the optional summer program of thirty (30) days or less shall receive an additional one month's accumulation; regular school year employees who work an optional summer program of more than thirty (30) days shall receive two (2) additional months accumulation.

- 14.4.11 The current record of accumulated sick leave days shall be available for inspection on a monthly basis.
- 14.4.12 No more than two (2) days of accumulated sick leave may be used for the purpose of observing recognized religious holidays of the staff member's personal faith. If the staff member has no leave time beyond that allowed by this section to use for this purpose, then he/she will be asked to take a day without pay. When sick time is used for this purpose, staff will provide notification during the first two (2) weeks of the school year to their immediate supervisor. Final approval for the use of sick time for this purpose will remain with the immediate supervisor after consultation with the Associate Superintendent.

#### **Section 5 - Military Service**

- 14.5.1 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 weeks per year.

#### **Section 6 - Short-term Unpaid Leave**

- 14.6.1 An employee who has at least one year seniority shall be eligible for one unpaid leave of up to five (5) consecutive days each year.
- 14.6.2 A request stating the exact dates for the leave will be filed with the immediate supervisor not later than two weeks prior to commencement of the leave.
- 14.6.3 In the event there is a conflict between the requests of two (2) employees, the supervisor shall resolve the conflict. In making the judgment, the dates the request were submitted and the employee who had been on leave most recently will be considered.

#### **Section 7 - Personal Business Leave**

- 14.7.1 Each employee who has completed the probationary period shall be allowed up to two (2) days per school year for personal reasons provided that the immediate supervisor shall be notified in advance of requested leave time. Personal business leave shall not be granted on the day immediately before or after a holiday or vacation period. In the case of an emergency, the Associate Superintendent or his/her designee may approve a personal business day for the employee. Unused personal business days shall be added to sick leave at the end of the fiscal year.

#### **Section 8 - Gainful Employment**

- 14.8.1 Leaves of absence for the purpose of gainful employment elsewhere shall not be granted.

#### **Section 9 - Jury Duty**

- 14.9.1 An employee who serves on Jury Duty 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 the employee turns over to the Employer the amount received for Jury Duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. The employee shall not be penalized in loss of sick days or other benefits for absences in such service provided a statement from the court certifying the days of service is filed with the Superintendent.
- 14.9.2 The Board reserves the right to ask to have the employee excused from Jury Duty and the employee agrees to assist the Board in this effort if requested.



### **Section 10 - Return from Leave of Absence**

- 14.10.1 Requests for reinstatement following a leave, for any reasons, shall be filed in the Personnel Services office on or before April 1, for the ensuing year. Nothing contained herein shall obligate the Board to reinstate any employee returning from leave if such a request for reinstatement is not filed on or before the above date.
- 14.10.2 An employee returning from a leave of absence, where seniority has been frozen, will not be guaranteed his/her former assignment, but will be placed in the first available position in Unit I for which he/she is qualified.
- 14.10.3 In Board approved leaves of absence for a period of less than ninety (90) work days, the employee shall have the right to return to the position which he/she left without loss of status.

### **Section 11 - Employment-related Absences**

- 14.11.1 Absence due to injury suffered in the course of employment or occupational disease shall not be charged to the employee's sick leave. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to insure that all medical costs in connection with work-related injuries shall be paid so that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act. The Employer shall pay to an employee who is injured in the course of employment the difference between such employee's salary at the time of injury and the weekly benefit received under terms of the Michigan Workers' Compensation Act. Once a return to work recommendation is received by the Employer and is disputed by the employee, a full sick leave deduction shall be made to maintain full salary if the employee is eligible for Workers' Compensation benefits or, at the employee's request, if the employee is eligible, the employee shall receive the Workers' Compensation payment only. If the employee has no sick leave, and if the employee is eligible, the employee shall receive the Workers' Compensation payment only. Resolution of an appeal process in favor of the employee shall reinstate any sick leave deduction or the difference in compensation between the weekly benefits received under terms of the Michigan Workers' Compensation Act and the employee's salary. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

### **Section 12 - Unpaid Education Leaves**

- 14.12.1 An unpaid educational leave without fringe benefits may be granted at the discretion of the Employer to an employee who has five years of experience with the district and who has had acceptable attendance as defined in Article 14.4.8. The employee must submit a written request for such leave to the school district's Personnel Services office at least forty-five (45) days prior to the start of the leave. When such leave is approved for less than ninety (90) work days, the employee shall have the right to return to the position which he/she left without loss of status. In the event the unpaid educational leave is greater than ninety (90) work days, the employee will be entitled to be placed in the first available position in Unit I for which he/she is qualified.

## **ARTICLE 15**

### **Section 1 - Reporting Absences**

- 15.1.1 Employees shall be individually responsible for notifying a designated person when the employee will be absent from school, in order to give the employer time to call in substitutes. Such notification shall include the reason for absence. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification must be made at least 45 minutes prior to the start of the scheduled work day.

## ARTICLE 16

### Section 1 - Substitutes

- 16.1.1 A list of available substitutes shall be drawn up and made available to regular employees and, where possible, regular employees shall recommend their preferences from the list.
- 16.1.2 The list of available substitutes shall contain at least five (5) active substitute teachers and seven (7) active substitute teaching assistants from which to fill daily vacancies caused by regular employee's illness or use of personal leave. The Board will make efforts to maintain the list at those numbers throughout the school year.
- 16.1.3 Management will develop a written procedure to be followed by teaching assistants in those emergency situations where a certified teacher substitute cannot be found to direct the daily activities of the classroom.
- 16.1.4 Unit I members who apply and qualify for Michigan substitute teacher certification and who serve in an emergency situation (as defined in 16.1.3) at the request of the supervisor shall be compensated at the Unit II BA Step 1 daily rate. A reasonable opportunity to participate will be made available for all staff who qualify. Invoking this provision does not affect the ability of a Unit I member in the program for qualifying under 16.1.6, provided that it is not an individual within the same classroom.
- 16.1.5 In no event shall a person who is non-certified under Michigan Law be placed in charge of a classroom.
- 16.1.6 When no teacher substitute can be found for a given classroom by the building administrator, those teaching assistants assigned to that classroom will be paid the difference between the teachers' substitute rate and the substitute teaching assistant rate. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.



## ARTICLE 17

### Emergency Closings

- 17.1.1 In the event that weather conditions or other Acts of God require that the employee's place of work be closed, the Employer shall notify employees by announcing said closing on WJR and local radio station WAAM. In the event that the employee's place of work be closed, employees are not required to report for work, unless instructed to report in the closing announcement. Staff members not reporting when required shall have the day charged to Personal Leave or to Sick Leave if Personal Leave is exhausted.
- 17.1.2 State required make-up days will be worked without additional compensation.

## **ARTICLE 18**

### **Work Schedules**

#### **Section 1 - Work Schedules**

- 18.1.1 Calendars for 1996-97, 1997-98, and 1998-99 are included in this agreement in Article 25.

#### **Section 2 - Employee Calendar**

- 18.2.1 For 1996-97, instructional assistants shall work a total of 185 days of which 181 days shall be student attendance, three (3) days will be orientation and student records days, and one (1) day for staff development.

For 1997-98, instructional assistants shall work the state mandated instructional days (181) plus three (3) days: two (2) days orientation/records, one (1) day staff development.

For 1998-99, instructional assistants shall work the state mandated instructional days (182) plus four (4) days: two (2) days orientation/records, two (2) days staff development.

- 18.2.2 Employees assigned to a classroom program in a local district shall work the teacher schedule in that district, but not to exceed 37.5 hours per week, except under 18.4.1. and 18.4.2.

#### **Section 3 - Work Week**

- 18.3.1 The instructional assistants assigned to the High Point Center or any of its outcenter programs shall be required to work a five-day, 37.5-hour work week excluding lunch.
- 18.3.2 The head cook shall be required to work a five-day, forty (40) hour work week excluding lunch.
- 18.3.3 The assistant cook shall be required to work a five-day, 37.5-hour work week excluding lunch.
- 18.3.4 Assistants who do not have a designated duty-free lunch period shall have a fifteen (15) minute period of duty-free time scheduled within the instructional day.
- 18.3.5 Work schedules, according to the above stipulations, shall be developed by employees and their immediate supervisors.

#### **Section 4 - Staff Meetings**

- 18.4.1 In addition to the regular work week outlined above, employees may be required to attend one (1) staff meeting for a maximum of two (2) hours per month.
- 18.4.2 In addition to the regular work week outlined above, employees may be required to attend one (1) inservice activity for a maximum of two (2) hours per month. The inservice activities designed for Unit I shall be jointly planned by a Unit I/management committee, chaired by the Assistant Superintendent or designee. Unit I shall appoint three (3) members to this inservice committee who shall be compensated at the rate of \$100 annually for regular participation and attendance at inservice planning meetings that are to be scheduled outside of the regular work hours.
- 18.4.3 A meeting schedule shall be prepared and distributed on a semester basis. These meetings will be held before or after the scheduled work day and shall not exceed two (2) meetings per month.

### **Section 5 - Additional Activities**

- 18.5.1 Activities beyond the regular work day duties, including but not limited to such items as school fairs, social functions, work shops, and sports events, shall be voluntary on the part of the employee.
- 18.5.2 In the course of instructional programs, employees may continue to teach students certain janitorial tasks when such tasks are assigned to students by the employee as part of an ongoing educational program designed to develop specified skills and abilities.
- 18.5.3 Employees shall not be assigned janitorial duties as a part of their contractual duties.

### **Section 6 - Administration Directed Activities**

- 18.6.1 The Board may request that employees perform specific tasks as directed by Administration beyond the normal work week as established per contract. Those tasks included in the job description for an employee are not eligible for compensation under this section. When the Board determines that this provision will be implemented, it will provide notice to unit members through use of the appropriate bulletin boards at both High Point and outcenters.
- 18.6.2 Applicants for extra duty postings will be selected on the following basis:
- 18.6.3 Individual qualifications of the applicants with consideration given to most recent regular employment in the positions and age levels involved;
- 18.6.4 Where qualifications of applicants for extra duty work are substantially equal, the position shall be offered to the employee with the greatest seniority in the district.
- 18.6.5 In emergency situations when the notification and application procedures outlined above cannot be followed because of the time factor, administrative approval may be granted on a case by case basis.
- 18.6.6 The rate of compensation for all activities which have been approved by the supervisor and Associate Superintendent, covered under this section, will be \$5.00 per hour.
- 18.6.7 Except under 18.4.1, the employee's supervisor may request that an employee perform specific tasks beyond the normal work week as established by contract. These tasks must be related to the employee's job description. In these cases, the supervisor has the authority to approve up to two (2) hours per week for this purpose. The employee who accumulates these additional work hours must utilize this time as trade-off time within a two-week period following accumulation in a manner approved by the supervisor.

## **ARTICLE 19**

### **Working Conditions**

#### **Section 1 - Work Space**

- 19.1.1 Adequate work space shall be provided for each employee. The Board shall provide adequate assigned space in which employees may eat, confer, lounge, or meet with other employees.

#### **Section 2 - Use of Telephones**

- 19.2.1 Telephones are available to employees for all business-related local and long distance calls. Long distance business-related calls are to be recorded on the forms provided by the district.

#### **Section 3 - Materials & Equipment**

- 19.3.1 The Board shall reimburse an employee for personal property which is damaged during a work-related activity provided such property (including eyeglasses and clothing) is of the type which would normally be expected to be brought to the work place.
- 19.3.2 To receive such reimbursement, the employee shall report such damage immediately to his/her supervisor in writing.

#### **Section 4 - Health & Safety**

- 19.4.1 The Board shall make effort to inform employees of any communicable diseases known to be present within the work place. Appropriate precautions shall be taken by the employer and employees including vaccinations, tests, quarantines, and the provision of health-related information.
- 19.4.2 A joint union/management committee will be established no later than October 1, 1990 to develop recommended policy and procedures regarding staff liability in the performance of their duties, such as student medical procedures and off-site programming and health guidelines for student attendance.

#### **Section 5 - Protection of Staff**

- 19.5.1 If any employee is legally complained against, or sued by reason of disciplinary action taken by the employee against a student, the Board shall provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the Board determines the employee has acted within the scope of Board Policy, professional behavior, and ethical considerations. The sole determination shall be made by the Board of Education, and the decision of the Board shall not be subject to the grievance procedure, up to and including arbitration, provided: that prior to making its decision, the Board will provide the employee with copies of the materials to be used and shall allow the employee the opportunity to be heard, if the employee so requests.
- 19.5.2 Time lost by an employee due to legal appointments or for a physical or mental injury caused by a work-related incident, which is verified in writing by the appropriate medical personnel, shall not be charged against the employee, if the Board finds that the employee has acted within the scope of Board Policy, professional behavior and ethical considerations.
- 19.5.3 Any case of assault or suspected battery upon an employee shall be promptly reported to the appropriate supervisor who shall investigate the report. In cases of both assault or suspected battery, the employee will be informed of his/her rights by the Superintendent or designee and may exercise his/her rights to file a police report.

## **Section 6 - Staff Conferences and Visitation**

- 19.6.1 Employees shall be allowed one (1) day each year to visit other programs or facilities that relate to the employee's WISD responsibilities. Approval from the employee's supervisor and the Associate Superintendent is necessary prior to scheduling a visitation day.

## **Section 7 - Curriculum Development**

- 19.7.1 Through such methods as inservice workshops, etc., every effort will be made to involve individual employees and groups of employees to develop new curricular offerings and to improve existing programs by sharing of ideas among staff and receiving new ideas from outside experts in particular areas.

## **Section 8 - Conferences**

- 19.8.1 The Director of Business Services will notify the Union of the amount available for Unit members' conferences during the succeeding twelve (12) months. During the life of this Agreement, it is understood that such annual amount will not be less than \$1,000. A Union committee will be established to consider conference requests and to allocate the budget amount.
- 19.8.2 Prior to submission to the Union committee, each request for conference must have approval of the immediate supervisor and the Associate Superintendent. Each conference application shall contain an educational justification supported by the immediate supervisor.
- 19.8.3 Staff members, upon resigning from the system, forfeit their privilege of attending conferences.
- 19.8.4 Employees serving on national committees, commissions, task force groups and those requested to serve as presenters, group leaders, or resource people for the agency to national or state associations may attend providing prior approval is obtained from the immediate supervisor and the Superintendent or his designee. In situations where funds are not available, employees may agree to assume full conference costs.
- 19.8.5 The Union agrees that the administrative staff may request employees to attend workshops and conferences related to their job descriptions if funds other than the Union conference budget are used for the employee's expenses and if the employee agrees to attend.

## **Section 9 - Behavior Management**

- 19.9.1 Teaching Assistants will follow WISD's Behavior Management Policy.
- 19.9.2 Newly hired Teaching Assistants shall be provided with training on the techniques of Behavioral Management. This training shall take place within ten (10) working days of initial hire.
- 19.9.3 All Teaching Assistants shall be kept informed of new required Behavior Management technique changes as they are developed.

## ARTICLE 20

### Salary Computations

#### Section 1 - Pay Periods

- 20.1.1 Employees shall receive their salaries in twenty-six (26) equal pays. Employees who work the 185-day schedule shall have the option of twenty-one (21) equal pays provided they give written notice to the Treasurer on the first work day in the fall.

#### Section 2 - Educational Salary Adjustment

- 20.2.1 Semester hours credit earned by Instructional Assistants, including equivalent State Board CEUs or locally approved CEUs, qualify the Instructional Assistant for additional salary as follows:

- 20.2.2 An additional \$0.30 per hour will be paid for approved semester hour credit totaling a minimum of 30 semester hours of which 20 semester hours shall be in the following areas:

1. Exceptional Children
2. Arts and Crafts
3. Audio-Visual
4. Recreation for Children (including specific motor development activities)
5. Child Growth and Development
6. Mental Deficiency (specifically, emphasis on trainable mentally handicapped)
7. Behavior Management
8. Music for Mentally Handicapped Children
9. Not more than one (1) course each in Biology and Anatomy
10. Any course listed in the college description as child psychology
11. One (1) course in Behavior Science
12. One (1) course in First Aid
13. One (1) computer assisted instruction
14. Medical Support Training (2 semester hours credit equivalent)

- 20.2.3 This list is not all inclusive. Credit may be given by the Associate Superintendent for other courses when the relationship between the course and the duties of the job are shown.

- 20.2.4 Retroactive approval will be given for college credit upon receipt and review by the Associate Superintendent. Retroactive approval will not be given for conferences, workshops or inservices.

- 20.2.5 Instructional Assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive the \$0.30 per hour for the entire year, or the Instructional Assistant can submit verification of credit prior to February 1st and, if allowed, they will receive the \$0.30 per hour addition on the remaining hours left in that school year.

- 20.2.6 There must be advance approval for all CEU equivalents.

#### Section 3 - Longevity

- 20.3.1 An employee beginning his/her eleventh year of service or more in the district shall qualify for an additional \$150 longevity payment provided he/she has an acceptable use of sick leave in the prior year, as defined in 14.4.8.

#### Section 4 - Medically Related Care Adjustment

- 20.4.1 When ongoing and routine individual student critical medically-related care is necessary to maintain life support, staff assigned to that classroom will be trained by qualified medical personnel. When the employee is trained, delegated to and successfully performs the necessary medically related duties, as determined by appropriate medical personnel, the employee will receive an annual payment of .5% (1/2 of 1%) of their base salary, prorated if necessary based on the number of days served in the classroom, payable in a lump sum at the conclusion of the regular school year.
- 20.4.2 If the \$1,100 allocation is insufficient to pay all eligible employees for any year of this agreement, each employee's payment will be prorated.

## **ARTICLE 21**

### **Section 1 - Mileage**

- 21.1.1 The base for reimbursement of authorized mileage is determined by using the maximum allowable rate as established by the Internal Revenue Service. The effective date for this rate will begin on January 1 and end on December 31.
- 21.1.2 To receive the mileage reimbursement, prior approval for travel must be authorized by the appropriate Supervisor.



## **ARTICLE 22**

### **Section 1 - No Strike Clause**

- 22.1.1 The Union and its members agree that during the life of this Agreement, it will not directly cause, encourage, or participate in any strike, work stoppage, or any other type of concerted activity which has the effect of disrupting or interfering with the normal educational activities of the WISD.

## ARTICLE 23

### Section 1 - Health and Welfare

- 23.1.1 The Board will provide, upon application, to full time Unit I employees, a flexible compensation plan as outlined below.
- 23.1.2 A joint management/union committee will meet prior to December 1st of each year to review the financial results of the plan and to recommend a plan for sharing any savings between the District and the employees. If financial information is not available prior to December 1, the committee will meet as soon as possible at a mutually agreeable time. An annual flexible compensation report will be provided.
- 23.1.3 Flexible Compensation Plan - see next page.

WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - UNIT 1

| BENEFIT                             | CORE  | OPTION I  | OPTION II   | OPTION III  |
|-------------------------------------|---|---|---|---|
| MEDICAL                             | This coverage shall be equivalent to the current Blue Cross/Blue Employee "4.C Plan N" with \$1.25 co-pay prescription drug rider. The plan will include ambulance service, 90% coverage for outpatient and therapy, 90% coverage for office visits, psychiatric outpatient care at 75% of actual cost to a maximum of \$2,000 per year with no lifetime maximum. | Blue Cross/Blue Shield<br>Deductible: \$250 individual<br>Deductible: \$500 family<br>Copay: 80%/20%<br>Out of pocket maximum: \$1,000 individual<br>Out of pocket maximum: \$2,000 family<br>Cash rebate: \$600 per year                   | HMO participation will be provided and the Board will pay no more than the equivalent amount had the employee elected the Core program. | Opt out<br>Cash rebate: \$1,500 per year            |
| DENTAL                              | This coverage shall include 80% payment for maintenance items, 80% payment for restorative items, maximum \$750 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum.   | This coverage shall include 50% payment for maintenance items, 50% payment for restorative items, maximum \$1,000 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum.<br>Cash rebate \$75 per year. | Opt out<br>Cash rebate: \$150 per year  |   |
| VISION                              | Optical scale schedule.<br>Any practitioner.<br>Complete vision exam: \$40<br>Regular lenses: \$52.50<br>Bifocals: \$60<br>Trifocals: \$75<br>Lenticular: \$90<br>Contact lenses: \$125<br>Standard frames: \$22.50   | None  | None  | None  |
| LONG TERM DISABILITY                | 66-2/3% of annual salary<br>90-day elimination<br>WISD will self fund the gap from 30 to 90 days.   | Employee can purchase 70% of annual salary. 90-day elimination.<br>WISD will self fund the gap from 30 to 90 days.  |   |   |
| LIFE AND AD&D INSURANCE             | \$20,000 coverage   | Employee can purchase an additional one time core.  | Employee can purchase an additional one time core.  | Employee can purchase an additional two times core. |
| DEPENDENT CARE REIMBURSEMENT        |   |   |   |   |
| UNINSURED HEALTH CARE REIMBURSEMENT |   |   |   |   |
| Available to employee               |   |   |   |   |
| Available to employee               |   |   |   |   |

Based on flexible compensation savings from 1994-95:

During 1996-97, dental reimbursement will be 90%.

During 1996-97, vision reimbursement will be: \$50 vision exam; \$110 glasses and frames; \$125 contacts.

For 1996-97, the opt out rebate will be \$2,000.

## ARTICLE 24

### Salary Scale

Wage Scales for the terms of this contract will be as follows:

#### 24.1.1 1996-97 Salary Schedule

|        |          |
|--------|----------|
| Step 1 | \$15,225 |
| Step 2 | \$15,657 |
| Step 3 | \$16,896 |
| Step 4 | \$18,381 |
| Step 5 | \$19,650 |
| Step 6 | \$19,856 |

#### 24.1.2 1997-98 Salary Schedule

In 1997-98, each salary step shall be adjusted by the percentage increase in the "Consumers Price Index and Cost of Living Increases for All Urban Consumers" for the Metropolitan Detroit area from April 1996 to April 1997, except that in no case shall the adjustment be less than 2.5% per step nor more than 3.0% per step.

#### 24.1.3 1998-99

In 1998-99, each salary step shall be adjusted by the percentage increase in the "Consumers Price Index and Cost of Living Increases for All Urban Consumers" for the Metropolitan Detroit area from April 1997 to April 1998, except that in no case shall the adjustment be less than 2.5% per step nor more than 3.0% per step.

24.1.4 Aquatics specialist, food service manager, interpreter and licensed practical nurse will receive scale plus 25%.

24.1.5 Assistant cook will be placed on salary schedule according to years worked.

24.1.6 Movement on the scale shall be automatic based solely on credited experience.

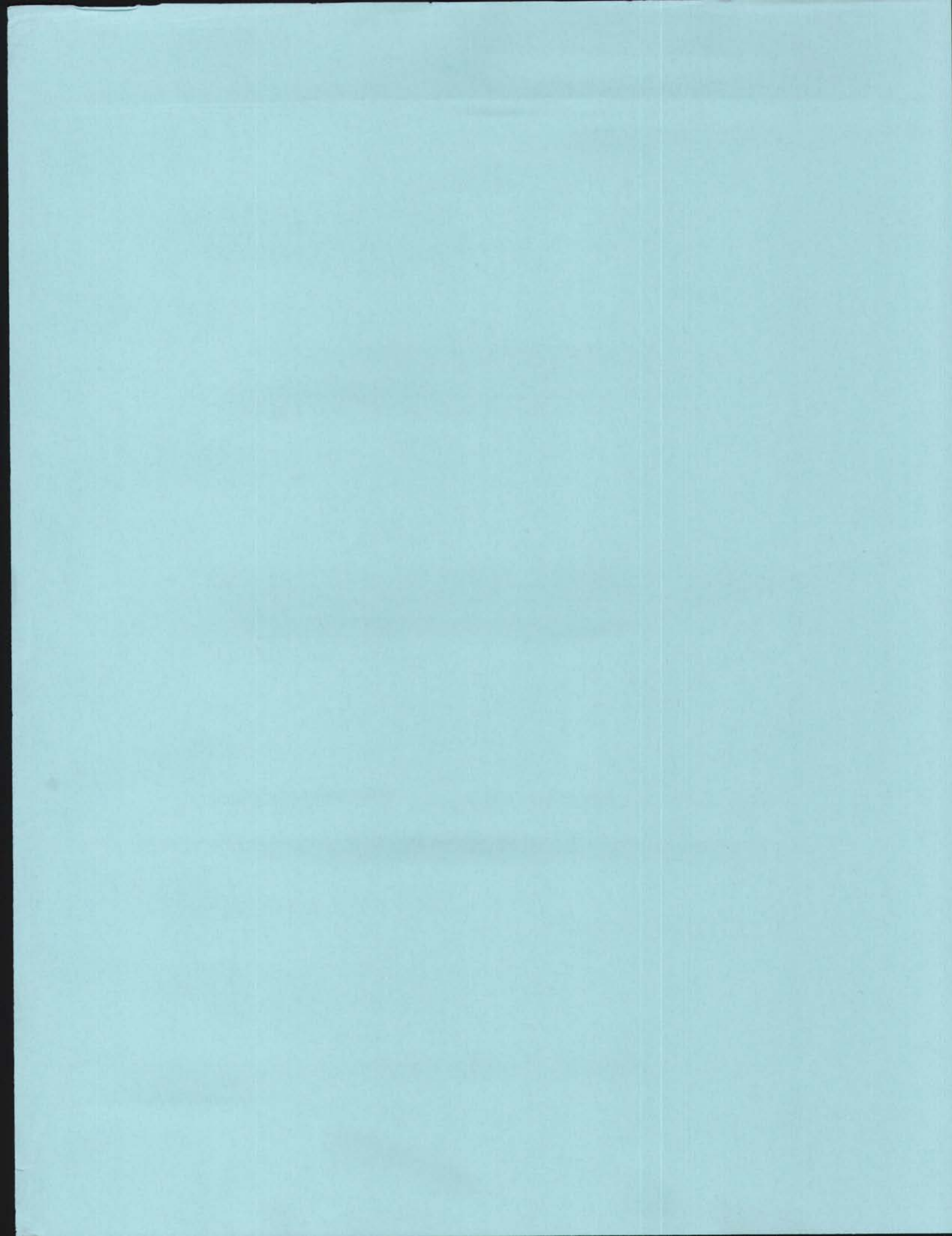
24.1.7 Employees shall receive one year's credit on the salary scale for a year in which they receive one-half or more of seniority credit.

**ARTICLE 24**

**Unit I Salary Schedule**

**24.1.1 Wage Scales for the terms of this contract will be as follows:**

|        | <b>1996-97</b> | <b>1997-98</b> | <b>1998-99</b> |
|--------|----------------|----------------|----------------|
| Step 1 | \$15,225       | \$15,606       | \$15,996       |
| Step 2 | \$15,657       | \$16,048       | \$16,449       |
| Step 3 | \$16,896       | \$17,318       | \$17,751       |
| Step 4 | \$18,381       | \$18,841       | \$19,312       |
| Step 5 | \$19,650       | \$20,141       | \$20,645       |
| Step 6 | \$19,856       | \$20,352       | \$20,861       |



## ARTICLE 25

### Section 1 - 1996-97 School Calendar

25.1 It is mutually agreed that the calendars for 1996-97, 1997-98, and 1998-99 will continue to be subject to the language in 25.2.

|                 |  |
|-----------------|--|
| August 26       | Orientation Day (no students)                    |
| August 27       | First day for students                           |
| September 2     | Labor Day  |
| October 11      | Inservice Day                                    |
| November 28, 29 | Thanksgiving Break                               |
| December 2      | School resumes                                   |
| December 20     | Winter Break begins at the conclusion of the day |
| January 6       | School resumes                                   |
| January 17      | Staff Records Day (no students)                  |
| February 17     | Presidents' Day/Mid-Winter Break                 |
| March 28        | Spring Break begins at the conclusion of the day |
| April 7         | School resumes                                   |
| May 26          | Memorial Day                                     |
| June 5          | Last day for students                            |
| June 6          | Last day for staff (no students)                 |



## ARTICLE 25

### Section 2 - 1997-98 School Calendar

- 25.2 The parties agree to adopt the recommended common calendar, provided however, that the recommended common calendar is adopted by a majority of WISD constituent districts, including the two largest districts. If this condition is not met, it is agreed that the Board and Union will meet to renegotiate the calendar for this year of the agreement. Such negotiations will be completed prior to January 1, 1997.

## ARTICLE 25

### Section 3 - 1998-99 School Calendar

- 25.3 The parties agree to adopt the recommended common calendar, provided however, that the recommended common calendar is adopted by a majority of WISD constituent districts, including the two largest districts. If this condition is not met, it is agreed that the Board and Union will meet to renegotiate the calendar for this year of the agreement.

**DURATION OF AGREEMENT**

This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Local 3760 AFT, MFT, AFL-CIO Unit I shall be effective as of July 1, 1996, and shall continue in effect until June 30, 1999.

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

By Mary Jane Tramonte  
President

By J. [Signature]  
Secretary

**FEDERATION OF WASHTENAW SCHOOL EMPLOYEES**

By Walter Jerome Kwik  
President

By [Signature]  
Vice-President, Unit I

