

4105

6/30/99

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

Washtenaw Intermediate School District

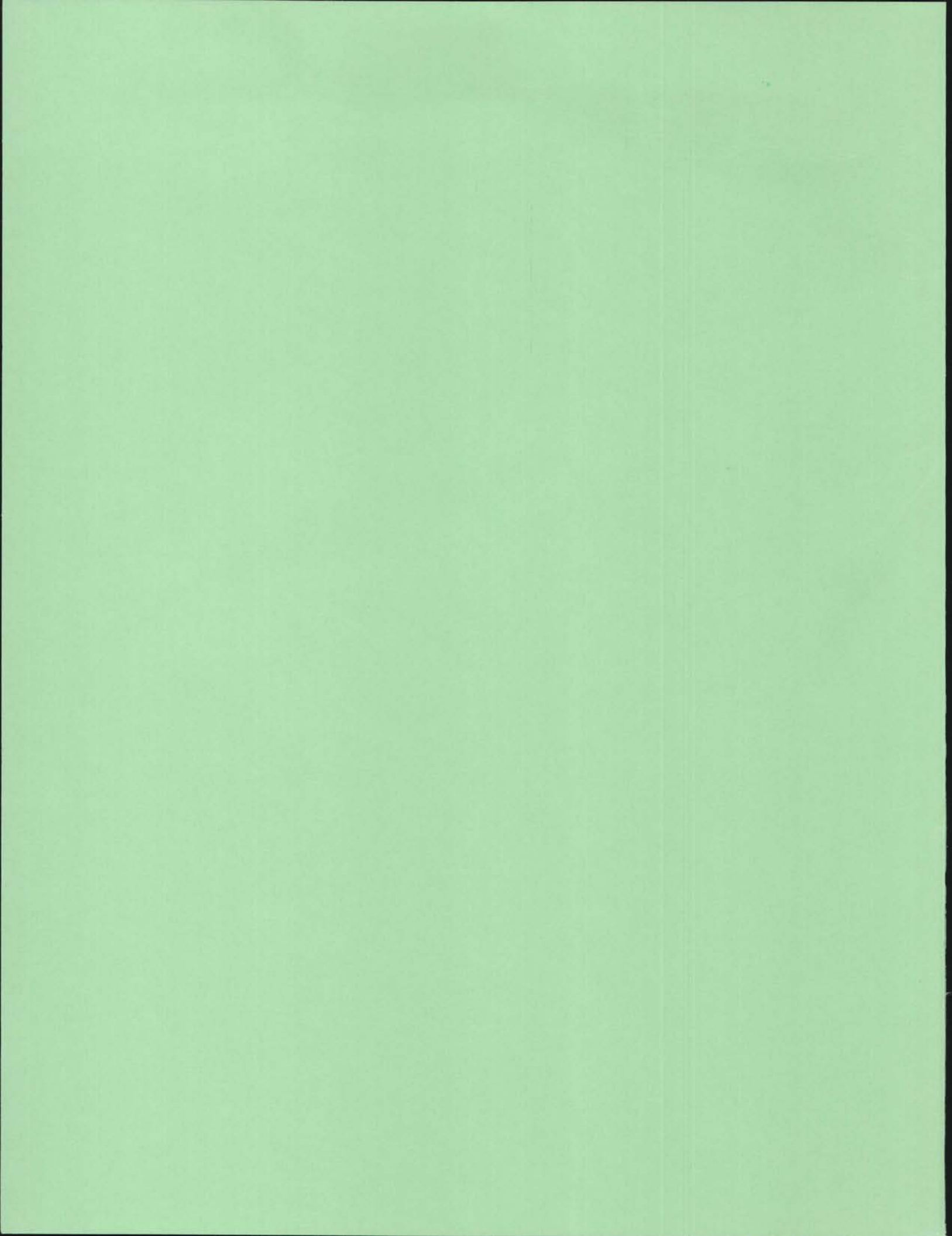
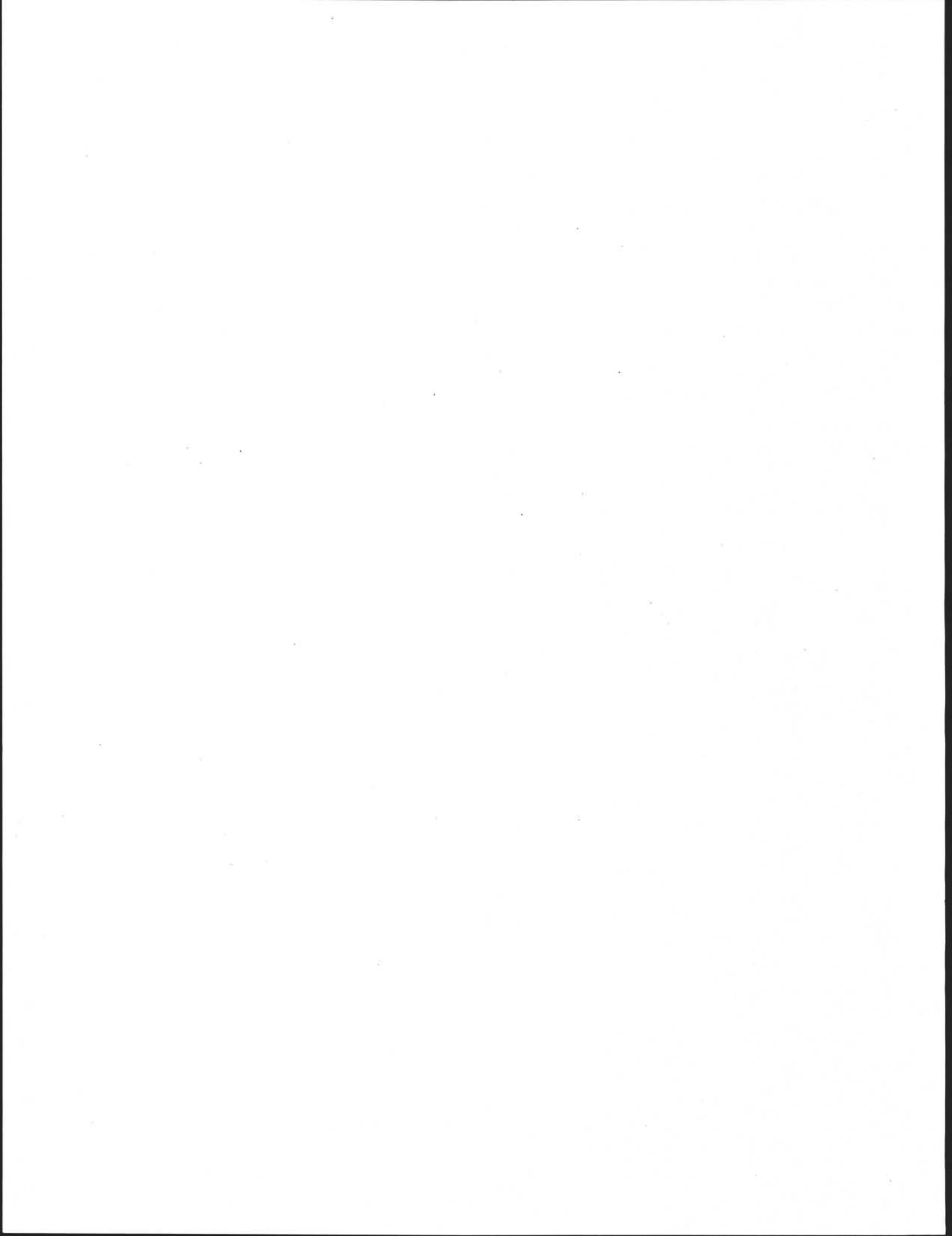


TABLE OF CONTENTS

ARTICLE 1	
Recognition of the Federation	1
ARTICLE 2	
Effect of Agreement	2
ARTICLE 3	
Negotiations Procedure	3
ARTICLE 4	
Management Rights	4
ARTICLE 5	
Union Rights	
Union Dues Check-Off	5
Union Security.....	5
Use of Buildings	6
Union Business	6
Information	6
Union Representative.....	6
Use of Supplies	6
Bulletin Boards.....	7
Board Minutes.....	7
ARTICLE 6	
Academic Freedom	8
Fair Employment Practices	8
ARTICLE 7	
Grievance Procedure	
Definitions.....	9
General Principles	9
Procedures for Adjustment of a Grievance.....	10
Powers of the Arbitrator	11
ARTICLE 8	
Evaluations and Observations	
Criterion.....	13
Observations	13
Probationary Employees	13
Tenure Employees	13
ARTICLE 9	
Reprimands and Discharge	
Reprimands	14
Discharge	14
ARTICLE 10	
Seniority	15
ARTICLE 11	
Layoff and Recall	
Layoff.....	16
Recall.....	16
ARTICLE 12	
Personnel Records.....	18

ARTICLE 13	
Personnel Procedures	
Vacancies	19
Notification	19
Application.....	19
Promotions	19
Involuntary Transfers	20
Second Semester Vacancy	20
Employee Requests for Exchange of Assignment.....	20
Selection and Transfer of Assistant	20
Summer Employment Practices.....	20
Position Sharing	21
ARTICLE 14	
Leaves of Absence	
Special Leaves.....	23
Public Office	23
Extended Child Care.....	23
Sick Leave.....	24
Military Service.....	25
Personal Business	25
Gainful Employment.....	25
Jury Duty	25
Employment-Related Absence.....	25
Sabbatical Leave	26
Return from Leave.....	26
Insurance During Leave	26
ARTICLE 15	
Reporting Absences.....	27
ARTICLE 16	
Substitutes	28
ARTICLE 17	
Emergency Closing	29
ARTICLE 18	
School Calendar	
Work Schedules.....	30
Work Week	31
Overtime	31
Staff Meetings	31
Additional Activities	31
Administration-Directed Activities	32
Janitorial Tasks	32
ARTICLE 19	
Working Conditions	
Work Space.....	33
Use of Telephones	33
Materials and Equipment	33
Health and Safety	33
Protection of Staff	34
Visitation.....	34

ARTICLE 19 (continued)	
Other Working Condition.....	34
Conferences.....	35
Teacher Certification	35
Role of the Classroom Teacher	35
ARTICLE 20	
Salary	
Salary Computation.....	36
Salary Placement.....	36
Outside Experience.....	36
Forms.....	36
Advancement on Salary Scale	37
Annuity	37
ARTICLE 21	
Mileage	38
ARTICLE 22	
No Strike Clause.....	39
ARTICLE 23	
Health and Welfare	40
ARTICLE 24	
Salary Schedule (1996-97)	41
Salary Schedule (1997-98)	42
Salary Schedule (1998-99)	43
ARTICLE 25	
School Calendar (1996-97).....	44
School Calendar (1997-98).....	45
School Calendar (1998-99).....	46
Duration of Agreement.....	47



ARTICLE 1

Recognition of the Federation

- 1.1.1 The Employer recognizes the Union as the sole and exclusive bargaining representative for professional personnel engaged in instructional and instructionally-related activities, including: Teachers, Consultants, Teacher/Consultants, Media Specialists, Therapists, Instructional Coordinators, Librarians, School Psychologists, School Social Workers, Nurses, Peripatologists, 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 the Union.
- 1.1.3 Part-time employees who provide the same identical service (17.5 hours or more per week) shall be members of the bargaining unit with prorated salary and prorated fringe benefits including sick leave and personal days.
- 1.1.4 Employees (less than 17.5 hours per week) shall not be considered members of the bargaining unit.
- 1.1.5 Part-time positions providing the identical professional service, each less than 17.5 hours per week which when added, total more than 17.5 hours per week shall be combined into a single position.
- 1.1.6 For the duration of this agreement only, part-time positions (less than 17.5 hours/week) providing identical professional service in part-time programs and part-time positions (less than 17.5 hours/week) providing identical professional service in full-time programs in different locations, may total more than 17.5 hours/week but not to exceed the equivalent of one full-time position, provided the union is notified and consulted.
- 1.1.7 When new professional positions covered under 1.1.1. are proposed for the district, the Employer shall notify and consult with the Union regarding such new positions before they are posted. The information shall include a job description and other relevant information.
- 1.1.8 Under Sections 1.1.2 and 1.1.6, it is understood that consultation involves the Employer and Union representatives in a formal meeting process to discuss and review plans and alternatives.

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

Negotiations Procedures

- 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 conferences to discuss **matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conference shall be limited to problems indicated on a written request for such conferences. 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 to implement them.
- 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 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 or 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 the 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 the 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 the 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 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 authorizations.
- 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 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 assessment.
- 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 the 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 this 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 the request to the Director of Business Services or 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 Associate Superintendent or designee shall waive the above stated written three-day requirement if facilities are available. It is understood such use pertains to the local unit of the Union.

Section 4 - Union Business

- 5.4.1 Duly 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 from 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 Union 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 for posting notices set forth below.

5.8.2 Notices shall be limited to the following:

Notices of Union business and its affairs, Union elections, appointment, 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

Section 1 - Academic Freedom

- 6.1.1 Employees shall be free to discuss issues and present materials within the classroom or work station which they feel are pertinent and beneficial and consistent with educational objectives as long as such discussions and such materials are presented in a professional manner.
- 6.1.2 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 the right, to make it clear that he/she speaks or writes as an individual and not in behalf of the district.
- 6.1.3 Employees shall be made aware of the capabilities of devices and systems which have the potential of gathering information on the employees' activities.
- 6.1.4 No material gathered by means of any electronic communication device shall be admissible as evidence in any action against an employee in the performance of his/her assigned responsibilities.

Section 2 - Fair Employment Practices

- 6.2.1 This Agreement shall be applied uniformly to all employees within the bargaining unit.
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 The Employer, recognizing that well qualified and able employees is a prerequisite to quality educational programs, agrees to seek out and recruit employees who fulfill these requirements.

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 - Definitions

- 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 Wherever 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 2 - 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 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. Such agreement shall be 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 if that person for any reason is no longer employed by the district.
- 7.2.11 The following matters shall not be the basis of any grievance filed under the procedure outlined in this section:
- 7.2.12 The termination of services or failure to reemploy any probationary teacher.
- 7.2.13 The placing of a non-tenure teacher on a third year of probation.
- 7.2.14 Any matter submitted to the procedures specified in the Teacher Tenure Act (Act 4 of Public Acts, Extra Session of 1937, of Michigan, as amended).

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 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, a written grievance 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 in person on his/her own behalf;
- 7.3.9 By an employee accompanied by the appropriate Union representative;
- 7.3.10 Through the Union representative, if employee so requests;
- 7.3.11 By the Union representative, if the employee so requests;
- 7.3.12 By the Union representative in the name of the Union.

- 7.3.13 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

- 7.3.14 If the grievance is not resolved in Step 2, it may be appealed to the Superintendent within five (5) working days from receiving the supervisor's answer from Step 2. Within five (5) working days after receiving the transmittal of such grievance, the Superintendent or his/her designee shall investigate the grievance giving the grievance 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 grievance and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

Arbitration

- 7.3.15 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 (10) day period, the answer from Step 3 shall be final and binding on the Union, the employee(s) involved and the Board.

Section 4 - Powers of the Arbitrator

- 7.4.1 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.
- 7.4.2 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement or to assess damages or wages beyond the net loss of income or loss due to discontinuation of fringe benefits.
- 7.4.3 The Arbitrator shall not make any decision which requires the Board to reinstate or reemploy any probationary teacher.
- 7.4.4 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.4.5 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 expenses of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Board for the decision rendered.
- 7.4.6 The Arbitrator's decision, when made in accordance with the jurisdiction and the authority established by this Agreement, shall be final and binding upon the Union, the employee(s) involved, and the Board.

7.4.7 The termination of probationary teachers or the placing of a probationary teacher on a third year of probation shall not be subject to arbitration. However, in the termination of a probationary employee, the Union may file within five (5) work days of the Board's action, a request for the Superintendent and/or his/her designated representative(s) to meet with the teacher and a representative of the Unit to review the action.

ARTICLE 8

Evaluations and Observations

Section 1 - Criterion

- 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.

Section 2 - Observations

- 8.2.1 An employee will be informed in advance of the day on which he/she is to be observed, in order that the objectives or purposes of the work activity period being observed may be discussed in advance between the parties.
- 8.2.2 This provision will not be interpreted to prohibit additional observations beyond those required for evaluation. Monitoring of teacher performance, however, will be done openly and with the full knowledge of the teacher at the time of the observation.

Section 3 - Probationary Employees

- 8.3.1 Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the school year. These observations will occur at least once during each semester of the school year, but the observations shall not unduly interfere with the normal teacher/learning process.

Section 4 - Tenure Employees

- 8.4.1 Tenure employees will be observed for the purpose of evaluation at least every two (2) years.
- 8.4.2 Evaluations will be conducted by the employee's immediate supervisor or an Administrator familiar with the employee's work.
- 8.4.3 Within a reasonable time after the observation, the employee will receive a written report of the observation, followed by a conference between the parties.
- 8.4.4 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.
- 8.4.5 The employee shall have the subsequent right to be observed by a second administrator mutually agreed upon by the Union and the Employer, when so requested by the employee.
- 8.4.6 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.
- 8.4.7 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.
- 8.4.8 Copies of evaluations shall be furnished to prospective employers upon written request of the employee and at the 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 a union representative 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 its choice at such meeting.
- 9.1.2 In the case of serious offenses, the above language will not interfere with the Employer's right to take immediate action including suspension with pay until appropriate interviews and hearings can be held.

Section 2 - Discharge

- 9.2.1 An employee shall be subject to dismissal only for demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her professional performance in a negative fashion.
- 9.2.2 Dismissal of a first-year probationary employee shall not be grievable.
- 9.2.3 Dismissal of a second-year probationary employee shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided:
- 9.2.4 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
- 9.2.5 The employee, prior to the date of discharge, received a definite written statement containing the reasons for discharge.
- 9.2.6 Placement of an employee on a third year of probation shall not be grievable, provided:
- 9.2.7 The teacher 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
- 9.2.8 The teacher, prior to the date of being placed on a third year of probation, receives a written statement containing the reasons for the continued probation, which reasons are based upon the prior written evaluations.

ARTICLE 10

Section 1 - Seniority

- 10.1.1 Seniority will be determined from the first date of professional employment within the bargaining unit. Employees who begin professional employment within the bargaining unit on the same date will have a seniority order assigned by the Board of Education at that time. Persons previously employed by the agency and who enter the bargaining unit on the same date as "new hires" will be given seniority preference.
- 10.1.2 Employees who have worked within the bargaining unit and who accept employment with the district outside the bargaining unit will have their seniority frozen. Upon return to the bargaining unit, such employees shall have all rights and benefits afforded under this agreement.
- 10.1.3 Employees shall accumulate seniority in each regular one hundred and eighty five (185) day school year by the following percentage of days actually worked.
- | | | |
|--------------------|---|---------------------|
| 0 - 90 days | = | zero (0) |
| 91 - 138 days | = | one-half year (1/2) |
| 139 and above days | = | one year (1) |
- 10.1.4 Employees returning from grant-funded positions will be guaranteed a return to their previous assignment or a closely comparable assignment if their previous assignment no longer exists.
- 10.1.5 When the 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 the longest seniority.
- 10.1.6 The Board will provide the Union with an updated seniority list by September 30th of each year following joint review of the seniority status of employees by Board and Union representatives.

ARTICLE 11

Layoff and Recall

Section 1 - Layoff

- 11.1.1 Should substantial and unforeseen changes in financial conditions, student population, changes, revisions or eliminations in or of programs and/or positions make necessary the layoff of personnel, the following layoff procedures shall prevail.
- 11.1.2 Those educational programs and/or personnel to be eliminated shall be the sole responsibility of the Board of Education with the advice and recommendation of the administrative staff. Prior to Board action, which will result in the elimination of Unit II personnel, the Employer will meet with the Union to discuss its intent to eliminate programs and positions which will result in the layoff of Unit II personnel.
- 11.1.3 Employees released through the reduction or elimination of programs will be allowed to bump in to the lowest seniority position for which they are certified and qualified through formal training and related work experience at the time of their layoffs. Qualified will be defined as meeting the minimum requirements and applicable related work experience of the Board of Education at the time of layoff.
- 11.1.4 Employees on layoff status who, subsequent to the layoff, secure additional qualifications or certification, may use such qualification or certification to return to vacant positions.
- 11.1.5 Employees, including those on leave covered in Article 14.1.1 - 14.11.1, will be released in reverse order of seniority as defined in Article 10. Probationary staff will be released prior to tenure staff, and the same procedure of seniority will be followed.
- 11.1.6 When reduction of personnel is necessary, the following shall occur:
- 11.1.7 Whenever possible the Board of Education will determine its staff needs for the coming year no later than sixty (60) days prior to the beginning of the new school year and notify personnel of their status in writing prior to the date.
- 11.1.8 An employee shall be given written notification of said action at least thirty (30) days prior to the effective date of layoff (last working day), and whenever possible sixty (60) days prior to effective date of layoff.

Section 2 - Recall

- 11.2.1 Recall will be based on reversal of section 11.1.5 above. The last laid off will be the first recalled provided that all tenure teachers on leave, who have requested return to active status, have been reinstated prior to recall of probationary people.
- 11.2.2 Employees being recalled will be given ten (10) days from the date of the mailing of a registered letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will terminate all employment rights. It is the responsibility of the employee to keep the Board informed at all times of any change in address including temporary situations.

- 11.2.3 An opening/vacancy that may occur due to a Board approved leave of one semester or more, which guarantees the right of return to the position left vacant **without** loss of status, shall be filled by a permanent substitute teacher or by the most qualified transfer applicant, with the resulting transfer position filled by a permanent substitute.
- 11.2.4 In the cases above, if there are properly certified and qualified laid-off employees, the most senior, properly certified 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, an employee 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 Materials used as evidence in a grievance or in disciplinary action against an employee will only be permitted if the material was shown to the employee and initialed by him/her within 10 days after receipt by the Employer. The employee's initials shall signify only that he/she has read the material and not that he/she necessarily agrees with the contents. If the affected employee refuses to initial the materials shown to him/her, the Employer may use the materials, if it has attempted to obtain the employee's initials in the presence of a union representative. The union representative may be asked to initial that he/she has witnessed that the employer has presented the material to the employee for signature.
- 12.1.3 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.
- 12.1.4 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 - Vacancies

- 13.1.1 An vacancy is defined as a position created by expansion, resignation, discharge or as a result of transfer during the regular school year, which the Employer has determined to be filled.
- 13.1.2 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.
- 13.1.3 If a qualified employee is on layoff status, that employee will be recalled to fill a vacancy subject to the provisions of Article 13.2 and 13.3.

Section 2 - Notification

- 13.2.1 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.
- 13.2.2 In addition to posting, notification of professional positions becoming available between June 15 and September 1 will either be mailed to all members of the Unit or enclosed in paycheck envelopes.
- 13.2.3 Vacancies will not be filled until ten (10) days after posting, notification, mailing or enclosure.

Section 3 - Application

- 13.3.1 A Unit II employee applying for a vacancy 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 vacancy, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.
- 13.3.2 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.
- 13.3.3 Should a summer vacancy occur, the Unit II members who have expressed interest in applying for the position shall be notified by letter.
- 13.3.4 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.

Section 4 - Promotions

- 13.4.1 The Employer continues its support of a policy of promotions from within its own employees.

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.

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 - Employee Requests for Exchange of Assignment

- 13.7.1 A written request to the Personnel Services office may be made by any two (2) employees who wish to exchange assignments for up to one school year provided:
- 13.7.2 The administrators who would be affected agree to the exchange and;
- 13.7.3 The employees involved are certified and qualified pursuant to Board policy.
- 13.7.4 Application for this exchange must be submitted to the Personnel Services office by April 15 for the following school year. This provision is not subject to the posting procedure.

Section 8 - Selection and Transfer of Assistants

- 13.8.1 Consideration shall be given in the selection and transfer of teaching assistants who are assigned to teachers to the mutual acceptance of each for the other. The building administrator will make reasonable effort to consult with involved teachers and assistants when selecting and transferring same.

Section 9 - Summer Employment Practices

- 13.9.1 The employer shall notify all employees no later than April 15th 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.
- 13.9.2 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.

- 13.9.3 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 in making a selection of staff:
- 13.9.4 Individual qualifications of the applicants with consideration given to most recent regular employment in the positions and age levels involved.
- 13.9.5 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.
- 13.9.6 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.
- 13.9.7 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 10 - Position Sharing

- 13.10.1 Position Sharing is defined as two certified and qualified Unit members sharing a full time position on a half time basis or during the mandatory summer program, dividing the summer assignment into two equal consecutive segments.
- 13.10.2 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(s).
- 13.10.3 The schedules of the job sharers will be developed by the job sharers and the immediate supervisor.
- 13.10.4 The Board shall not be required to provide additional desk space, post office boxes, etc. for the job sharers.
- 13.10.5 Both job sharers shall attend all required meetings and appropriate parent conferences regardless of their respective daily schedules.
- 13.10.6 The agreement to share a job does not preclude a Unit member from employment as a substitute teacher in the District. When working as a substitute, the Unit member will be paid at the regular daily rate for a substitute teacher.
- 13.10.7 Any full time opening created by Unit II members moving to a job sharing situation shall be considered a vacancy.
- 13.10.8 Full insurance coverage will be available to position sharers. The cost to the Board for both position sharers coverage will not exceed the cost of a single family package.
- 13.10.9 Sick leave and personal days will accumulate at one-half rate.
- 13.10.10 Each job sharer shall be classified as a part time Union member.

- 13.10.11 Seniority will accrue according to Article 10.1.3.
- 13.10.12 In terms of any business between the Union and Administration, "work days" for the job sharers will mean district work days.
- 13.10.13 In the event that one of the job sharers leaves during the school year, the resulting half-time opening shall not be considered a vacancy but shall be filled on a temporary basis until the end of the school year, at which time the situation shall be reevaluated.

ARTICLE 14

Leaves of Absence

Section 1 - Special Leave

- 14.1.1 Leaves of absence without pay, not to exceed a maximum of one year, may be granted to professional staff members for professional study, foreign assignments, physical or mental health reasons of staff member or immediate family, and exchange teaching. Leave extensions may be granted annually.
- 14.1.2 A leave of absence may be granted at the discretion of the Employer for reasons other than those listed in Article 14, when the leave of absence is deemed by the Employer to be beneficial to the employee and the Employer.

Section 2 - Leave 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.
- 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 employee may go on extended child care leave without pay prior to the anticipated date of birth of the child. The employee may continue employment as long as she can continue 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, an employee'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 his/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 employee 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 one and one half (1 1/2) days per month of employment. For purposes of this accumulation, 185-day employees shall be considered ten (10) month employees; 216-day employees shall be considered eleven (11) month employees; and 230 or more day employees shall be considered twelve (12) month employees. One hundred eighty five (185) day employees who are contracted to work the entire optional summer program of 30 days or less, shall receive an additional one month's accumulation; 185-day employees who work an optional summer program of more than thirty (30) days shall receive two (2) additional months accumulation.
- 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 teacher 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 For 1996-97, sick leave may be used for: personal illness, injury, or death in the family, family being defined as mother, father, sister, brother, husband, wife, daughter, son, grand-parents or grand-children, mother-in-law or father-in-law, step-parents or step-children.
- Beginning in 1997-98, sick leave shall be defined as:
1. 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.
 2. Illness or injury in the family of fifteen (15) days in a three-year period, without the approval of the Employer, and up to an additional thirty (30) days in the same three-year period for a documented medical condition. Additional time may be approved upon request.
 3. Bereavement in the family.
 4. For purposes of this article, family is defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents or grandchildren, mother-in-law or father-in-law, step-parents or step-children.
- 14.4.4 No more than two (2) days of accumulated sick leave may be used for the purpose of observing recognized religious holidays of the employee'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, the employee 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 appropriate Associate Superintendent.
- 14.4.5 After two years of employment, the individual employee shall have his/her sick leave days credited in September for the coming year. During the first two years of employment, the individual employee shall have 50% of his/her sick leave days credited in September and the other 50% credited on February 1 of the particular school 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.

- 14.4.6 The Board may require that an employee submit to physical or medical tests and examination by a school district-appointed doctor when such tests and examination are considered to be of value to the District in maintaining a capable work force, employee health and safety, etc., provided, however, that the District will pay the cost of such tests and examinations.

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 - Personal Business Leave

- 14.6.1 Each employee 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 the requested leave time. Employees shall not be granted personal leave days on the day immediately before or after a holiday. In the case of an emergency, the Associate Superintendent or his 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 7 - Gainful Employment

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

Section 8 - Jury Duty

- 14.8.1 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.
- 14.8.2 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 9 - Employment-Related Absences

- 14.9.1 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 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. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

Section 10 - Sabbatical Leave

- 14.10.1 A Sabbatical leave of up to one year may be granted upon application to the Washtenaw Intermediate School District Superintendent and Board of Education. The following regulations govern requests for such leaves.
- A. The employee must have completed not less than seven years of continuous full-time service before he/she can be a candidate for consideration.
 - B. Sabbatical leaves may be granted for purposes which shall be mutually beneficial to the employee and the district. A report, outlining professional development activities undertaken during the sabbatical period, shall be filed with the Superintendent at the conclusion of the leave.
 - C. Requests for sabbatical leave must be submitted to the Personnel Office by February 15 for leaves beginning the first semester or November 1 for leaves beginning the second semester.
 - D. The employee receives pay equal to 1/2 his/her regular salary as determined by the schedule for the year the Sabbatical is taken. The District will continue to pay insurance premiums pursuant to Article 23 during the sabbatical period.
 - E. Before beginning a sabbatical leave, the employee shall enter into an agreement with the District to return to active service in the Washtenaw Intermediate School District for a period of two years after the expiration of such leave. An employee who does not fulfill this agreement shall repay the full amount received for the sabbatical.
 - F. Upon return, the employee shall have the right to return to the position which he/she left vacant without loss of status. The time on sabbatical leave will count as seniority credit, but will not count toward advancement on the salary schedule.

Section 11 - Return from Leave of Absence

- 14.11.1 Requests for reinstatement following a leave, for any reason, shall be filed in the Superintendent's office on or before April 1 for the ensuing year. In Board-approved leaves of absence for a period of one (1) year or less, an employee with two (2) years seniority in the district shall have the right to return to the position which he/she left vacant without loss of status. Such a position will not be considered a vacancy until the employee indicates that he/she rescinds the right to return or fails to provide timely notification as required. This provision is effective for leaves granted on or after the effective date of this contract.

Section 12 - Insurance Costs During Leave

- 14.12.1 Upon request, employees with five (5) or more years of service with WISD who have approved leaves of absence for one (1) year or less will receive hospital, surgical and major medical insurance at Board expense during said leaves, provided, should the employee not return to employment with the District at the end of said leave, he/she shall be required to reimburse the Board for the cost of said insurance during said leave.

ARTICLE 15

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. 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

Substitutes

- 16.1.1 Lists of available substitutes shall be drawn up and made available to regular employees and where possible, regular employees shall recommend their preferences from this list.
- 16.1.2 The Board will make an effort to employ a substitute for Teacher/Consultants and Homebound/Hospitalized Teachers when such an employee is absent from work for at least ten (10) consecutive work days and when the workload indicates need for a substitute.
- 16.1.3 In no event shall a person who is non-certified under Michigan law be placed in charge of a classroom.
- 16.1.4 Substitute teachers hired to fill the position of a teacher on leave, or a daily substitute, will not be considered to be members of the bargaining unit.

ARTICLE 17

Emergency Closing

- 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. Employees not reporting when required shall have the day charged to Personal Leave or to Sick Leave if Personal Leave be exhausted.
- 17.1.2 State required make-up days will be worked without additional compensation and employees will not be required to work more than the number of days in their respective negotiated calendars. (Article 25)

ARTICLE 18

School Calendar

Section 1 - Work Schedules

18.1.1 School calendars for 1996-97, 1997-98, 1998-99 can be found in Article 25. Any necessary changes due to legal requirements or for other reasons shall be jointly developed by the parties.

18.1.2 For 1996-97, ten-month employees shall work a total of one hundred eighty-five (185) days of which one hundred eighty-one (181) days shall be student attendance days, three (3) days will be orientation and student record days, and one (1) day for staff development.

For 1997-98, ten-month employees shall work the state-mandated instructional days (181) plus four (4) days: three (3) days orientation/student records; one (1) day staff development.

For 1998-99, ten-month employees shall work the state-mandated instructional days (182) plus five (5) days: three (3) days orientation/student records; two (2) days staff development.

18.1.3 Calendars for employees who are contracted for other than one hundred eighty-five (185) days will be adjusted between each employee and his/her immediate supervisor and approved by the appropriate Associate Superintendent. Any necessary adjustments in work schedules which need to be made after the individual calendar has been approved, will be made between the employee and the immediate supervisor subject to the approval of the appropriate Associate Superintendent. The work year for employees contracted for other than one hundred eighty-five (185) days will be contained within the July 1 - June 30 contract year.

18.1.4 It is the responsibility of the consultant and itinerant employees to submit a schedule to their immediate supervisors relative to their daily activities.

18.1.5 Employees will meet with their individual supervisors to develop yearly goals and discuss student needs and identify priorities.

18.1.6 Employees and supervisors will jointly develop a proposal for future personnel/service needs and will submit the proposal to the Assistant Superintendent.

Prior to March 1 of each year - before the development of the annual budget for submission for the approval process - staff members will have scheduled opportunities with the assistant superintendent to review data related to staffing, student needs, enrollment and program sites.

Program/service improvement plans may be developed as a result of this process and program improvement funding recommendations may be made, provided the plan is adopted by the Administration.

18.1.7 State guidelines and staff caseloads will be reviewed with a union/management committee prior to May 1st. This committee will also review the joint proposal for professional service distribution and will review the approved program/service improvement plans. Following this review, recommendations will be made as part of the budget approval process.

- 18.1.8 The Administration shall make every reasonable effort to adjust classroom, itinerant and related service caseloads and other responsibilities so that they are equitable at the beginning of each school year.
- 18.1.9 During the year if a member believes that his/her assignment has changed significantly, he/she may request an administrative review. The request will be made in writing. The Administration will review the request and within thirty (30) days render a written decision. If the review reveals a significant change, resulting in an inappropriate or inequitable workload, long-term or short-term adjustments will be made.

Section 2 - Work Week

- 18.2.1 The established work week shall be 37.5 hours per week, excluding lunch. Work schedules shall assure that state mandated student instructional guidelines are met.
- 18.2.2 Employees assigned to another educational agency shall work the schedule of teachers in that agency.
- 18.2.3 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.
- 18.2.4 Employees 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.
- 18.2.5 Work schedules shall be developed by employees and their immediate supervisors.
- 18.2.6 Consultant and related services employees may plan flexible scheduling of their work week, with the approval of their supervisor, to best meet the needs of the students and/or the districts they serve.

Section 3 - Overtime

- 18.3.1 Employees who are required to take part in IEPCs outside normal working hours will receive five dollars (\$5.00) per hour with a minimum of one (1) hour and with time calculated to the nearest hour thereafter for such conferences. It shall be the joint responsibility of the parties to attempt to schedule IEPCs during normal working hours wherever possible.

Section 4 - Staff Meetings

- 18.4.1 Beginning in January 1994, in addition to the regular work week outlined above, employees may be required to attend meetings/professional development activities for a maximum of 4 hours per month.
- 18.4.2 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 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.

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. In those situations where the employee agrees to perform the activity directed and approved by the appropriate director/supervisor and the associate superintendent, he/she will be compensated at a rate determined by the Administration at the time of notice.
- 18.6.2. In order to receive compensation under this section, the employee must have prior written approval from the appropriate director/supervisor and the associate superintendent for both the activity and the amount of time approved to accomplish the activity. Upon completion of the activity, the employee will submit a time sheet detailing the dates and hours worked to the appropriate director/supervisor and associate superintendent for signatures.

Section 7 - Janitorial Tasks

- 18.7.1 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.
- 18.7.2 Employees shall not be assigned janitorial duties as part of their contractual duties.

ARTICLE 19

Working Conditions

Section 1 - Work Space

- 19.1.1 Adequate work or office space shall be provided for each employee. The Employer shall use its maximum influence on local school districts in which employees are assigned to provide adequate work or office space in that district.
- 19.1.2 The Board shall provide adequate assigned space in which employees may eat, confer, lounge, or meet with other employees on professional matters.
- 19.1.3 A professional library shall be reserved for employee use in the Information Resource Network area of the WISD Teaching and Learning Center.
- 19.1.4 When major facility improvements are contemplated for the Intermediate District, employees shall be involved to the extent that their suggestions will be solicited before any final decision is reached by the employer.

Section 2 - Use of Telephones

- 19.2.1 Telephones will be 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 and Equipment

- 19.3.1 Each employee shall be responsible for all educational equipment and/or materials assigned to him/her.
- 19.3.2 Any equipment and/or materials broken, destroyed, lost or stolen must be reported to the Department Supervisor and/or Director of Business Services within two (2) days of occurrence, or as soon as the employee becomes aware of the incident.
- 19.3.3 Any materials to be used in the employee's work must be purchased on an official purchase order form. The data needed on a purchase order form includes: (1) vendor, (2) description of item, (3) quantity purchased, and (4) approximate costs according to catalog or information on hand. Signed approval must then be given by the Department Supervisor and Director of Business Services as well as processed through appropriate procedures in the business office before the materials can be obtained.
- 19.3.4 In special circumstances, petty cash reimbursement shall be made provided the employee has his/her immediate supervisor's prior approval and signature before the expenditure is made.

Section 4 - Health and Safety

- 19.4.1 A joint union/management committee will be established to develop recommended policy and procedures regarding employee liability in the performance of their duties, such as student medical procedures and off-site programming.
- 19.4.2 This policy and procedures will be developed on or before June 30, 1991.

- 19.4.3 Following development of the policy and procedures, the Administration shall develop and implement an in-service, dissemination and training program for district employees.

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 in making its decision 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 accept the report and determine the merits of the report. In cases of both assault or suspected battery, the employee will be informed of his/her rights, by the Superintendent or designee, if so requested by the employee.

Section 6 - Visitation

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

Section 7 - Other Working Conditions

- 19.7.1 Transportation facilities shall be available for field trips provided prior approval for the field trip is received from the Building Administrator.
- 19.7.2 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 the sharing of ideas among employees and receiving new ideas from outside experts in particular areas.
- 19.7.3 By the end of each regular school year, where there are multiple classroom programs at the same site and after enrollment figures are provided by the Administration, class lists will be determined by collaborative classroom teacher teams (within state program staffing rules) including appropriate support staff. The Administration will be notified of class lists and will resolve conflicts or disputes regarding the lists.
- 19.7.4 Where there are multiple classroom programs at the same site, staffing assignments will be based on classroom needs (within required state program staffing rules) and shall be determined collaboratively by classroom teacher teams. The Administration will resolve conflicts or disputes.

- 19.7.5 During the 1996-97 school year, a special assignment program will be established utilizing a Request for Proposal (RFP) process to support innovative instructional practices.

For the 1996-97 school year, released time shall be approved for at least one bargaining unit member for a minimum of ten (10) weeks.

For subsequent school years, additional requests for proposals may be approved.

Section 8 - Conferences

- 19.8.1 Annually, at the beginning of each fiscal year, the Director of Business Services will notify the Union of the amount available for Unit members' conferences during the succeeding twelve (12) months. During 1996-97, it is understood that such annual amount will not be less than \$7,500. During 1997-98, it is understood that such annual amount will not be less than \$8,000. During 1998-99, it is understood that such annual amount will not be less than \$8,500. 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 the approval of the immediate supervisor. At the request of the bargaining unit member, denials shall be reviewed within five (5) working days and the original request may be approved by the appropriate associate or assistant superintendent. Each conference application shall contain an educational justification supported by the immediate supervisor.
- 19.8.3 Employees 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 - Teacher Certification

- 19.9.1 It is the responsibility of each employee to obtain and maintain the official certification and/or approval required for his/her position. Each year, the employee shall submit any certification and/or approval changes to the Associate Superintendent prior to September. This includes:
- 19.9.2
1. Meeting necessary program requirements.
 2. Receiving certification and/or approval through his/her college or university.

Section 10 - Role of the Classroom Teacher

- 19.10.1 The primary role of the classroom teacher is to provide and direct student instruction. In addition, the teacher will manage direct classroom operations.

ARTICLE 20

Salary

Section 1 - Salary Computation

- 20.1.1 Employees working more or less than one hundred eighty five (185) days shall have their salaries computed on per diem rate. Such rate is determined by dividing the base salary on the schedule by 185 days, then multiplying the per diem rate by the number of days assigned to be worked.
- 20.1.2 Employees who are assigned to work other than the full-time hourly schedule as stated Article 18 shall receive a salary based upon a mathematical pro-rating of their appropriate salary schedules.
- 20.1.3 Experience and degree status will be determined according to status as of the beginning of each school year in the fall.
- 20.1.4 Professional employees with less than a Bachelors Degree will be paid on their experience step at 90% of the B.A. level.

Section 2 - Salary Placement

- 20.2.1 Annual salaries shall be computed according to Schedules, attached hereto, which are incorporated into and made a part of this Agreement.
- 20.2.2 Movement on the salary grid shall be automatic, based solely on credited experience and training.
- 20.2.3 In order to be counted for the purpose of determining salary, additional hours as earned must be:
 - 20.2.4 Graduate hours in the field of teaching or;
Hours leading to an advanced degree, or;
Hours - graduate or undergraduate - which have been approved in advance by the Employer.
- 20.2.5 Hours earned after September 1994 will be based on:
- 20.2.6 Post-Masters' graduate semester hours in education or related field (e.g., psychology, social work, physical therapy, occupational therapy).
Post-Masters' semester hours, graduate or undergraduate, which have been approved in advance.

Section 3 - Outside Experience

- 20.3.1 In employing new personnel, the maximum allowable credit for outside experience will be limited to ten years of appropriate professional experience.

Section 4 - Forms

- 20.4.1 All authorizations for payroll will be made on appropriate forms.

Section 5 - Advancement on Salary Scale

- 20.5.1 Professional employees employed under contract for ninety (90) or more working days during a school year will receive credit for a full year on the salary scale.

Section 6 - Annuity

- 20.6.1 Variable annuity insurance shall be available at the employee's option and at his/her own expense.

ARTICLE 21

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.

ARTICLE 22

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

Health and Welfare

- 23.1.1 The Board will provide, upon application, to full time Unit II employees, a Flexible Compensation Plan as outline below. Part-time staff will be provided the same benefit as outlined in Article 1.
- 23.1.2 A joint management/union committee will meet prior to December 1 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

BENEFIT	CORE	OPTION I	OPTION II	OPTION III
MEDICAL	<p>This coverage shall be equivalent to the current Blue Cross/Blue Employee "4.0 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.</p>	<p>Blue Cross/Blue Shield Deductible: \$250 individual Deductible: \$500 family Copay: 80%/20% Out of pocket maximum: \$1,000 individual Out of pocket maximum: \$2,000 family Cash rebate: \$600 per year</p>	<p>HMO participation will be provided and the Board will pay no more than the equivalent amount had the employee elected the Core program.</p>	<p>Opt out Cash rebate: \$1,500 per year</p>
DENTAL	<p>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.</p>	<p>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. Cash rebate \$75 per year.</p>	<p>Opt out Cash rebate: \$150 per year</p>	
VISION	<p>Optical scale schedule. Any practitioner. Complete vision exam: \$40 Regular lenses: \$52.50 Bifocals: \$60 Trifocals: \$75 Lenticular: \$90 Contact lenses: \$125 Standard frames: \$22.50</p>	<p>None</p>	<p>None</p>	<p>None</p>
LONG TERM DISABILITY	<p>66-2/3% of annual salary 90-day elimination WISD will self fund the gap from 30 to 90 days.</p>	<p>Employee can purchase 70% of annual salary. 90-day elimination. WISD will self fund the gap from 30 to 90 days.</p>		
LIFE AND AD&D INSURANCE	<p>Salary \$15,000 or less: \$20,000 cov. Salary \$15,000 or more: \$25,000 cov.</p>	<p>Employee can purchase an additional one time core.</p>	<p>Employee can purchase an additional one time core.</p>	<p>Employee can purchase an additional two times core.</p>
DEPENDENT CARE REIMBURSEMENT				
Available to employee				
UNINSURED HEALTH CARE REIMBURSEMENT				
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 Schedule

24.1.1 Section 1 - 1996-97 Salary Scale

	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
STEP 1	\$29,229	\$32,152	\$33,615
STEP 2	\$31,286	\$34,815	\$36,502
STEP 3	\$33,341	\$ 37,482	\$39,388
STEP 4	\$35,395	\$40,144	\$42,275
STEP 5	\$37,452	\$42,810	\$45,165
STEP 6	\$39,509	\$45,471	\$48,052
STEP 7	\$41,565	\$48,138	\$50,939
STEP 8	\$43,620	\$50,799	\$53,827
STEP 9	\$45,675	\$53,466	\$56,714
STEP 10	\$47,730	\$56,128	\$59,603
STEP 11	\$49,791	\$58,798	\$62,495

ARTICLE 24

Salary Schedule

24.2.1 Section 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.

ARTICLE 24

Unit II Salary Schedule

24.2.1 Section 2 - 1997-98 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
Step 1	\$29,960	\$32,956	\$34,455
Step 2	\$32,068	\$35,685	\$37,415
Step 3	\$34,175	\$38,419	\$40,373
Step 4	\$36,280	\$41,148	\$43,332
Step 5	\$38,388	\$43,880	\$46,294
Step 6	\$40,497	\$46,608	\$49,253
Step 7	\$42,604	\$49,341	\$52,212
Step 8	\$44,711	\$52,069	\$55,173
Step 9	\$46,817	\$54,803	\$58,132
Step 10	\$48,923	\$57,531	\$61,093
Step 11	\$51,036	\$60,268	\$64,057

ARTICLE 24

Salary Schedule

24.3.1 Section 3 - 1998-99 Salary Schedule

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.

ARTICLE 24

Unit II Salary Schedule

24.2.1 Section 2 - 1998-99 Salary Schedule

	<u>BA</u>	<u>MA</u>	<u>MA + 30</u>
Step 1	\$30,709	\$33,780	\$35,316
Step 2	\$32,870	\$36,577	\$38,350
Step 3	\$35,029	\$39,379	\$41,382
Step 4	\$37,187	\$42,177	\$44,415
Step 5	\$39,348	\$44,977	\$47,451
Step 6	\$41,509	\$47,773	\$50,484
Step 7	\$43,669	\$50,575	\$53,517
Step 8	\$45,829	\$53,371	\$56,552
Step 9	\$47,987	\$56,173	\$59,585
Step 10	\$50,146	\$58,969	\$62,620
Step 11	\$52,312	\$61,775	\$65,658

ARTICLE 25

Section 1 - 1996-97 School Calendar

25.1 It is mutually agreed that the calendars for 1996-97, 1997-98, 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

- 25.2.1 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.

ARTICLE 25

Section 3 - 1998-99 School Calendar

- 25.3.1 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 Unit II, MFT, AFT, AFL-CIO Local 3760 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 Trameatin
President

By [Signature]
Secretary

**FEDERATION OF WASHTENAW
SCHOOL EMPLOYEES**

By Walter Jerome Kirk
President

By Anne R. Kornow
Vice President, Unit II

