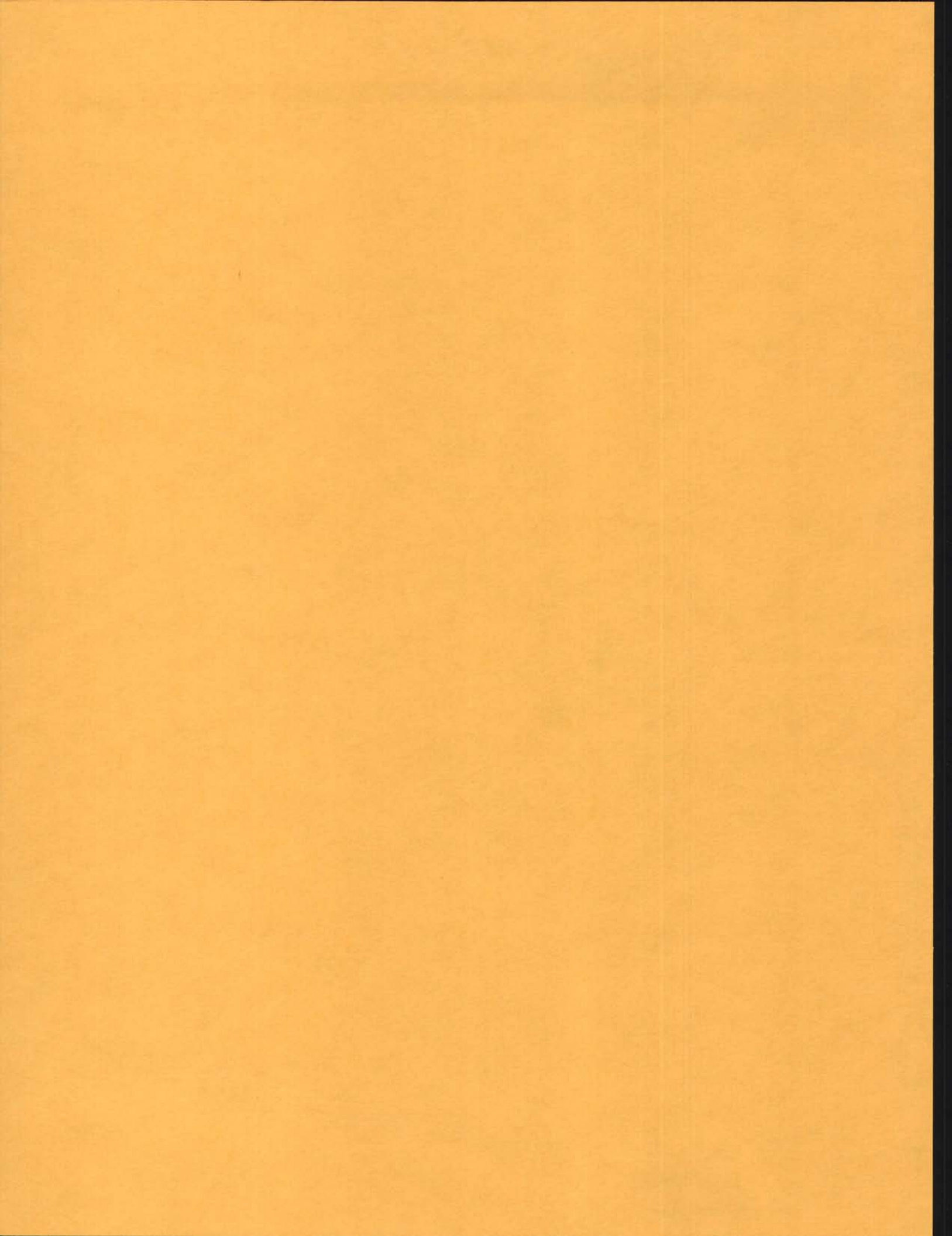


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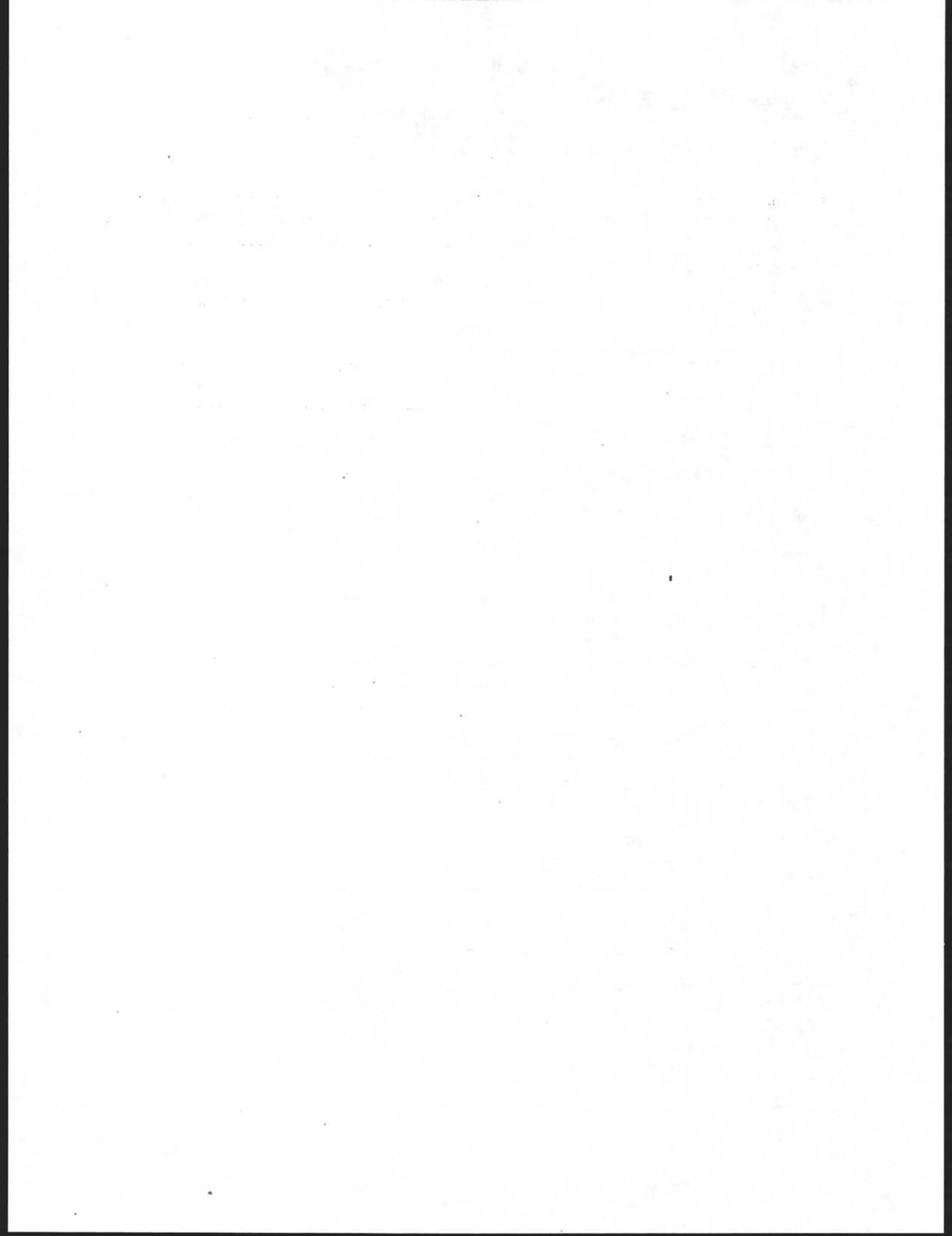
**MASTER AGREEMENT  
BETWEEN  
WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
AND  
TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS  
LOCAL 214  
JULY 1, 1997 - JUNE 30, 2000**

*Washtenaw Intermediate School District*



## TABLE OF CONTENTS

Article 1	Recognition Clause .....	2
Article 2	Management Rights .....	3
Article 3	Union Security .....	4
Article 4	Use of Building and Bulletin Boards .....	6
Article 5	Hours of Work .....	7
Article 6	Steward .....	8
Article 7	Vacancies, Promotions and Transfers .....	9
Article 8	Discharge, Demotion and Discipline .....	11
Article 9	Lay-Off and Recall .....	13
Article 10	Resignation .....	14
Article 11	Grievance Procedure .....	15
Article 12	Health and Welfare .....	17
Article 13	Sick Leave and Leave of Absence .....	18
	Personal Days .....	19
	Jury Duty .....	19
	Leave of Absence .....	19
	Child Care Leave .....	20
	Compensable Injury .....	20
Article 14	Holidays and Vacations 1997-98 .....	21
	Work Days Effective July 1, 1998 .....	23
Article 15	Continuing Contract Review .....	24
Article 16	Negotiation Procedures .....	25
Article 17	No Strike Clause .....	26
Article 18	Personnel Records .....	27
	Evaluations .....	27
Article 19	Miscellaneous Provisions .....	28
Calendars	1997-1998 .....	30
	1998-1999 .....	31
	1999-2000 .....	32
	Duration of Agreement .....	33
Appendix A	Wage Guidelines	
	Longevity	



This Agreement entered into on this 13th day of January, 1998, between the Board of Education of the Washtenaw Intermediate School District, hereinafter called the Employer, and Teamsters State, County, and Municipal Workers, Local 214, hereinafter called the Union.

**WITNESSETH**

WHEREAS the Employer has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Union as a representative of its certified unit with respect to hours, wages, and conditions of employment.

IN CONSIDERATION of the following mutual covenant, it is hereby agreed as follows:

## ARTICLE 1

### Recognition

- A. The Employer hereby recognizes the Union as the exclusive bargaining representative for a unit of employees certified by the Michigan Employment Relations Commission in Case Number R74G284, excluding the Administrative Assistants and Executive Secretaries.
- B. For the duration of this Agreement, the Employer agrees not to negotiate with any organization other than the Union representing the employees recognized in Article I, Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.
- C. It is mutually agreed and understood that this Agreement shall require the signed approval of the President of the Union, the President and Secretary of the Board of Education of the Washtenaw Intermediate School District, parties to this Agreement, in order to be binding upon the Union and the Employer.
- D. Employees working 17.5 hours or less per week shall be excluded from the terms and conditions of this agreement.

## ARTICLE 2

### Management Rights

The Employer hereby retains and reserves unto itself, all the powers, rights, authority, 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:

- A. 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.
- B. 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.
- C. Establish or revise policies and adopt reasonable rules and regulations.
- D. 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.
- E. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means, methods and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- F. 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.
- G. Determine the placement of operations and the source of materials and supplies.
- H. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations.
- I. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, 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 3

### Union Security

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.
- B. All employees in the bargaining unit recognized by this contract shall, as a condition of continued employment, pay the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, and limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. Such payments for probationary employees shall commence with the first pay, sixty-one (61) days after the date of employment.
- C. If any provisions of this Article are invalid under federal law or laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be renegotiated for the purpose of adequate replacement. Written notice shall be provided declaring such invalidity, thereafter negotiations shall commence within a reasonable time.
- D. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Union and pay such amounts to the Union, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payments to the Union.

Payroll deductions for union dues will become effective the first pay of the month provided the employer receives signed authorization from the employee at least ten (10) business days in advance thereof.

- 1. Amount of initiation fee and dues will be certified to the Employer by the Secretary Treasurer of the Union.
  - 2. Those sums paid by the employees who elect not to join the Union, the equivalent of initiation fees and monthly dues, will be deducted by the Employer and transmitted to the Union in the same manner as Union dues and initiation fees.
  - 3. Any special assessments or penalties imposed by the Union upon its members shall be collected by the Union Treasurer, and not by the Employer.
  - 4. Any deductions for political activities shall be supported by a signed authorization. Such authorization shall be affirmatively renewed each year thereafter.
- E. The Union agrees to save the Employer harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.



- F. In the event that an authorization to deduct is not signed by an employee, the services of such employee shall be discontinued thirty (30) days after notice of the fact is given to the Employer, if the employee has not made such an authorization by that time. Back dues shall not be imposed upon employees for a period prior to notification of the Employer by the Union that the employee has refused to authorize the deduction.

## ARTICLE 4

### Use of Building and Bulletin Boards

- A. Upon request to the Assistant Superintendent for Administrative and Business Services, or his designee, the Union and its members may be permitted to meet at the Board of Education Building if appropriate facilities are available and operating staff is on duty. All requests for such meetings must be in writing three (3) working days prior to the requested meeting. If any custodial services are required for such meetings, the Employer may make a reasonable charge for the services provided.
  
- B. The Employer shall allow the Union to use one (1) bulletin board in the employees' lounge of each building for posting notices set forth in Section I, below:
  - 1. Notices shall be restricted to the following types:
    - a. Notices of Union recreational and social affairs.
    - b. Notices of Union elections pertaining to employees within this Unit.
    - c. Notices of Union meetings and educational classes.
  
  - 2. Bulletin boards shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever.

## ARTICLE 5

### Hours of Work

- A. The Employer retains the right to schedule the work hours of employees according to the needs of the District. Moreover, nothing contained in this Article shall be construed as a guarantee of hours worked per day or per week. The Employer agrees to discuss any proposed general change in the hours of work for any group of employees, in advance, with the Union.
- B. The normal working day will be from 8:00 a.m. to 4:30 p.m., Monday through Friday. When appropriate for a job assignment, an alteration in the normal working day may be designated with seven (7) working days advance notice or less than seven (7) working days advance notice by mutual agreement (example: 7:30 a.m. to 4:00 p.m.). All employees shall be entitled to a duty-free, uninterrupted one (1) hour lunch period, the time of which shall be determined by each employee's supervisor. However, all one (1) hour lunch periods shall be scheduled between the hours of 11:30 a.m. and 2:00 p.m. except in those emergency situations where both the supervisor and employee agree otherwise.
- C. Employees shall be paid time-and-one-half for all hours worked beyond seven-and-one-half (7.5) in a day or thirty-seven-and-one-half (37.5) hours in any one week, Monday through Sunday. Holiday time worked for time-and-one half may not be used to pyramid Monday through Sunday overtime. At the employee's option and with the supervisor's approval, compensatory time may be used as an alternative to time-and-one-half payment for overtime. The compensatory time will be calculated on the same basis as monetary payment.
- D. Employees in this Unit who choose to do secretarial work for separately funded projects outside the normal workday shall be paid at a uniform rate roughly equivalent to average time-and-one-half compensation for secretaries. The Business Office will establish said rate annually.
- E. Nothing in this Article shall require the Employer to keep its buildings open in inclement weather or Act of God. In those instances when it is judged appropriate because of severe inclement weather to close the student portion of the Employer's operation, employees may be required to report for duty. Those employees not reporting upon request shall have the day charged to either personal, sick or vacation leave. The employee will have the option to select which type of leave will be charged. The Superintendent, or his designee, shall make every effort to announce school closing one (1) hour before the time required for the earliest employee reporting time by notifying radio stations WJR and WAAM.

## ARTICLE 6

### Steward

- A. At times mutually agreed to with the supervisors of the parties involved, the Chief Steward shall be allowed, while on the Employer's property, reasonable time during working hours to present, process, and investigate grievances without loss of pay.
- B. Should the exercise of this Article lead to abuse in the form of excessive lost time, the Employer shall notify the Union in writing that such abuse exists. Should no corrective action be taken by the Union within thirty (30) calendar days after notification, the Employer shall have the right to suspend the revisions of this Article and for the remainder of the contract term, grievances shall be processed and investigated during non-working hours.
- C. The Union's Chief Steward shall cooperate with the Personnel Services Office in the orientation of new employees and, specifically, in making employees cognizant of the terms and conditions of this Agreement.
- D. The Personnel Services Office shall notify the Chief Steward of the Union in writing of any new hires into the bargaining Unit, or terminations from same, within ten (10) working days of such occurrences.

## ARTICLE 7

### Vacancies, Promotions and Transfers

- A. Vacancies and new positions within the Unit shall be filled, if possible, from the ranks of the employees who are the most qualified, at the time of the posting, by possessing the necessary training, previous experience, work attitudes, ability to get along with others, and health. In case of equal qualifications, seniority shall prevail.
- B. Job vacancies will be posted in a conspicuous place for a period of five (5) working days in each operating building prior to the interviewing of outside applicants. In addition, during this period, copies of any such notices shall be sent to the Union Steward, who may request more copies, if necessary. Employees interested in a posted vacancy shall apply within the five (5) working day period in order to be considered for the job vacancy. Prior to the summer recess, 9.5-month employees will be notified of any anticipated 12-month vacancies within the Unit. Reasonable effort will be made to notify 9.5-month employees of vacancies which occur during the summer months; provided employees who have an interest in 12-month positions will make reasonable effort to remain in contact with the Personnel Services Office. A mailing list will be set up for those 9.5-month employees who indicate an interest in posted positions prior to leaving for the summer break.

The Employer agrees to fill vacancies within thirty-five (35) working days from the last date of the internal posting. In the event the Employer is unable to fill the vacancy within such time frame, the Employer will notify the Union, in writing, of its reason(s) for non-compliance.

- C. Any employee promoted or transferred shall be granted up to a maximum thirty (30) working day trial period to perform the job. During the thirty (30) working day trial period, the employee shall have the opportunity to revert to his/her former position or may be returned to his/her former position, without prejudice, by the Employer.
- D. Any applicant denied promotion or transfer within the Unit shall receive, upon request, notice thereof and reason therefore. A copy of said notice shall be forwarded to the Union Steward.
- E. Upon promotion and during the trial period, an employee will receive a rate of pay which reflects a pay increase in the higher classification.
- F. Employees who have been transferred to a job of higher classification will be at the same experience Step level in the new classification. Employees who have been transferred to a lower classification will be at the same experience Step level in the new classification.
- G. A former employee of WISD, if re-hired, shall be treated as a new employee with seniority beginning at the date of re-hire.
- H. Employees who accept assignments with the school district outside the bargaining unit will have their seniority frozen. Such employee is entitled to the first posted vacancy for which he/she is qualified, but does not have access to the "bumping" procedure.

- I. The Employer shall have the final authority to assign all classified personnel after the posting and other policies as listed above have been followed, and after consultation with the employee and the employee's immediate supervisor. The Union shall receive notification of all assignments.

## ARTICLE 8

### Discharge, Demotion and Discipline

- A. All new employees will serve a sixty (60) day probationary period, not counting summer recess for 9.5-month employees. Employees shall not receive payment for absence for any reason during the probationary period. At the end of the probationary period, the employee, if eligible, shall receive credit for sick leave days and vacation time from the original date of hire. At the end of the probationary period, an employee who has used sick days during the probationary period may be paid for same with an appropriate subtraction from the accumulated total. During the probationary period, the Employer shall have the right to discharge, demote or lay off employees without regard to the provisions of this Agreement.
- B. If a supervisor is dissatisfied with the on-the-job performance of an employee, he/she shall meet with the employee in regard to that problem. The non-probationary employee may have a Union representative present at that session.
- C. The responsibility for the suspension or dismissal of any employee for any reasonable cause shall lie with the Superintendent. The non-probationary employee may, however, consult with the Union prior to this action.
- D. The non-probationary employee employee in question may appeal the suspension or dismissal through the Union with such appeal being subject to Step 2 of the Grievance Procedure.
- E. If the employee has been suspended and later reinstated, he/she will be reimbursed his/her usual pay rate for all time lost except where a penalty is deemed necessary by the Employer. In such cases, the non-probationary employee may appeal to the Union.
- F. A demotion shall be defined as changing the employee's classification and salary to one in a lower classification. It shall not be deemed a demotion if the change is requested by the employee. Demotion shall occur for one of the following two reasons:
1. A reduction of the work force
- or
2. An inability to capably perform the duties required for the position.
- In the latter case, written, detailed evidence of inability shall be required as proof.
- G. Employees being demoted or released shall be notified by personal interview with an Assistant/ Associate Superintendent.
- H. All employees shall be entitled to representation by the Union in all matters referred to in Article 11, except probationary employees in matters of discipline or discharge.
- I. Employees hired on a temporary basis for a specific period of less than ninety (90) days shall be excluded from terms and conditions of this Agreement.

- J. An employee who is discharged after more than one (1) year of service shall be entitled to unused vacation time.



## ARTICLE 9

### Lay-Off and Recall

In any reduction of staff, the following shall be applied:

- A. The Employer will notify in writing each employee whose position is being eliminated or who is being laid off and simultaneously notify the union. Employees, whose positions are terminated or who are laid off, will receive at least ten (10) days notification and shall exercise their contractual rights within ten (10) days of their notification.
- B. A bargaining unit member whose position is eliminated may "bump" the least senior employee in the affected classification and work year, provided he/she is qualified for the position.
- C. In the event that there is no less senior employee in the affected employee's classification, the affected employee may "bump" any less senior employee in the next lowest classification and work year, provided he/she is qualified for the position.
- D. Any employee who is laid off as a result of paragraph B or C may "bump" in the same manner, provided he/she is qualified for the position.
- E. No employee shall be entitled to "bump" into a position for which they do not have the present ability to perform the work.
- F. Should an employee not desire to exercise these "bumping" procedures, he/she shall take a voluntary layoff and be placed on a "preferred eligibility" list. Should there not exist a less senior employee in the affected classifications or should the Employer determine the employee to be unqualified for a position, he/she shall be laid off and placed on a "preferred eligibility" list. Such employees shall be notified by the Employer of all such subsequent vacancies and shall be granted ten (10) days to make application in accordance with Article 7, Section A. If an employee is not selected for a position within one (1) year, the employee shall be terminated. "Preferred eligibility" shall not be construed to mean preferment over personnel with superior seniority who are not on layoff status.
- G. Recall shall occur in order of reverse seniority for the pay grade of the vacancy or above.
- H. Seniority shall be bargaining unit seniority.
- I. In determining pay rates, bargaining unit seniority will be applied.

## ARTICLE 10

### Resignation

- A. Any employee desiring to resign shall submit his/her resignation in writing to the Personnel Services Office a minimum of two (2) weeks prior to the effective date of resignation.
- B. Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time. Employees resigning prior to one (1) year of service shall forfeit earned unused vacation time.
- C. Any employee who discontinues services without proper notification forfeits any rights and privileges which may have been granted by the Washtenaw Intermediate School District to its employees.
- D. A severance payment equal to one hundred dollars (\$100) for each year of service with the district will be paid to each employee who retires after at least ten (10) years of service with the district. To receive such payment an employee must be eligible and file for a retirement allowance under the Michigan Public School Employee Retirement Fund.

## ARTICLE 11

### Grievance Procedure

- A. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference; but the grievance shall be submitted to the following grievance procedure.

#### Step 1

By conference between the aggrieved employee, the Steward, or both, and the immediate supervisor.

#### Step 2

If the grievance is not settled in Step 1, the Union may, within five (5) working days, reduce the grievance to writing on the regular grievance form provided by the local Union and deliver same to the designated Employer representative as a request for a meeting between Union representatives and an Assistant/Associate Superintendent, to review the matter. Such meetings will be held within five (5) working days from date of said written request, and the Employer will render its decision within five (5) working days thereafter.

#### Step 3

If the grievance is not settled in Step 2, the employee and/or Union, within five (5) working days after receipt of the answer in Step 2, may appeal to the Superintendent. The Superintendent will give the employee and/or Union representative involved an answer in writing no later than seven (7) working days after receipt of the appeal from Step 2.

#### Step 4

In the event that a grievance is not satisfactorily settled at Step 3, the union shall within ten (10) working days refer the dispute to the Michigan Employment Relations Commission for the purpose of mediation.

#### Step 5

In any grievance involving suspension and/or discharge of an employee, the grievance may be submitted to arbitration provided such submission is made within ten (10) working days after receipt of the last Step answer. Selection of the arbitrator shall be by mutual agreement of both parties, and both parties agree to be bound by the arbitrator's final decision. The cost of any arbitration under this Step shall be borne equally between the parties.

- B. In the event that a grievance is upheld as a result of mediation, no claim for back pay or other benefit based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the State).
- C. Any grievance not appealed within the time limits shall be deemed settled on the basis of the earlier response. This and all other limits, however, may be extended by mutual consent of the parties.

## **ARTICLE 12**

### **Health and Welfare**

The employer will provide, upon application, to full time bargaining unit employees, a flexible compensation plan as outlined on the following page.

Following the first year of implementation, beginning July, 1991, a joint management/union committee will annually review the financial results of the plan and make recommendations for sharing any savings between the district and employees.

**WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - TEAMSTERS**

BENEFIT	CORE	OPTION I	OPTION II	OPTION III
<b>MEDICAL</b> 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.	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	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 Cash rebate: \$1,500 per year	
<b>DENTAL</b> This coverage shall include 90% payment for maintenance items, 90% payment for restorative items, maximum \$1,000 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 \$750 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum. Cash rebate \$75 per year.	Opt out Cash rebate: \$150 per year	Opt out Cash rebate: \$150 per year	
<b>VISION</b> Optical scale schedule. Any practitioner. Complete vision exam: \$48 Regular lenses: \$63 Bifocals: \$72 Trifocals: \$90 Lenticular: \$108 Contact lenses: \$150 Standard frames: \$75	None	None	None	None
<b>LONG TERM DISABILITY</b> 66-2/3% of annual salary 90-day elimination WISD will self fund the gap from 30 to 90 days.	Employee can purchase 70% of annual salary. 90-day elimination. WISD will self fund the gap from 30 to 90 days.	Employee can purchase an additional one time core.	Employee can purchase an additional one time core.	Employee can purchase an additional two times core.
<b>LIFE AND AD&amp;D INSURANCE</b> Coverage equal to 2 times salary to the nearest \$1,000.	Employee can purchase an additional one time core.	Employee can purchase an additional one time core.	Employee can purchase an additional one time core.	Employee can purchase an additional two times core.
<b>DEPENDENT CARE REIMBURSEMENT</b> Available to employee				
<b>UNINSURED HEALTH CARE REIMBURSEMENT</b> Available to employee				

Based on flexible compensation savings from 1995-96:  
 During 1997-98, dental reimbursement will be 90%.  
 During 1997-98, vision reimbursement will be: \$50 vision exam; \$125 glasses and frames; \$140 contacts.  
 For 1997-98, the opt out rebate will be \$2,000.

## ARTICLE 13

### Section 1 - Sick Leave

- A. Sick Leave - Each employee shall be entitled to accumulate sick leave at the rate of 1-1/2 days per month worked, including time on earned leave. After two (2) years of employment in the district, the individual employee shall have his/her sick days credited during the first month of work for the coming school year. A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon retirement to the employee at \$20 per day, up to a maximum of \$4,000. Sick leave will be used only for personal illness or injury, or death in the family.

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. Serious illness or injury in the immediate family of fifteen (15) days in a three-year period, without the approval of the Employer.
3. Bereavement in the immediate family.

For the purposes of 1, 2, and 3, immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-children. The Employer may require a physician's written statement as to the ability to perform their required duties. The Employer normally will not require a statement for every individual day, but may require one in the following instances:

1. If the employee has an excessive absentee record.
2. After three consecutive days of illness.
3. In employee absence the day before and/or the day after a holiday, vacation period or unpaid spring break, unless exception has been granted by the Employer. Requests for an exception may be made to the appropriate Assistant/Associate Superintendent, and a determination may be made on an individual basis.

- B. 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 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 Assistant/Associate Superintendent.

## Section 2 - Personal Days

- C. Each employee shall be allowed two (2) days per year for time necessary to conduct personal business transactions which are impossible to do on the weekend or after the employee's hours of work. Employees hired during the course of the contract year will receive personal leave days as follows:

July - September	2.0 days
October - December	1.5 days
January - March	1.0 day
April - June	0.5 day

The request for a personal business day must be made, at least three (3) days prior to the requested date, to the employee's immediate supervisor. Personal business days may not be taken immediately preceding or following a holiday, vacation period, or unpaid spring break. Requests for an exception to this may be made to the appropriate Assistant/Associate Superintendent, and a determination made on an individual basis by him/her. In case of an emergency, the Assistant/Associate Superintendent, may approve a personal business day for the employee. Unused personal business days shall be added to sick leave accumulation at the end of each employment year.

## Section 3 - Jury Duty

- D. Any employee who is a regular full-time seniority employee shall be granted a leave of absence not deductible from earned sick leave for jury duty. The employee shall be paid the difference between pay as a juror and a regular salary. The Employer reserves the right to ask to have the employee excused from jury duty, and the employee agrees to assist the Employer in this effort, if requested.

## Section 4 - Leave of Absence

- E. Leave of Absence - After an employee has been employed for one (1) year or more, the employee may be granted up to one (1) year leave of absence, without pay or fringe benefits, for:
1. Prolonged illness in the immediate family.
  2. Serving in any elected or appointed position.
  3. Illness (physical or mental).
  4. Child care leave.
  5. Military service if drafted or called from reserves.

Employees with five (5) or more years of service who have an approved leave of absence for physical or mental reasons or compensable injury pursuant to Article 13, Section E, will have hospital/surgical/major medical insurance (if they have selected such benefits) continued at Employer expense for a period of one year.



In approved leaves of absence for a period of up to six (6) months, the employee shall have the right to return to the position which he/she left without loss of status. In such cases, the Employer has the right to make a temporary assignment at the probationary rate of pay for that classification for the duration of the leave. In approved leaves of absence for a period exceeding six (6) months, the employee shall have the right to return to the first vacancy for which he/she is qualified.

Written application for such leave shall be made by the employee to their immediate supervisor and the Personnel Services Office. Leaves of absence as described shall be without compensation from the Employer.

#### **Section 5 - Child Care Leave**

- F. An employee who desires a child care leave will file a written application with the Personnel Services Office and the immediate Supervisor as soon as possible and no later than sixty (60) days prior to the commencement of leave and providing the beginning date of such leave is a least 9.5 months after initial employment. Such application shall include a signed statement by a physician indicating the expected date of delivery and the ability to perform the work until leave commences. Child care leaves will be granted for a period of up to one (1) year and may be extended upon subsequent application. Child care leave shall be without pay and may begin prior to the anticipated delivery date. The Employer shall continue paying the employee's hospitalization coverage during a child care leave, for no more than four (4) months past delivery or hospital stay of mother and/or child. The employee may elect to continue this hospitalization insurance at group rates at her own cost subject to the regulations of the insurance carrier.

The Employer may require the employee's physician to state that the employee is able to return to active service, prior to that return.

Prior to commencement of child care leave, the leave request may be canceled by the employee.

Child care leave will also be granted to employees in the event of the adoption of a child.

In the event that an employee can not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

#### **Section 6 - Compensable Injury**

- G. An employee who suffers injury compensable under the Worker's Compensation Act shall at his/her option be compensated in either one of the following two methods. For each worker's compensation claim, the choice of the employee, once made, shall remain unchanged.
1. The benefits for which he/she is eligible under the Worker's Compensation Act with no deduction from sick leave.

or

  2. The benefits for which he/she is eligible under the Worker's Compensation Act supplemented by the difference necessary to equal his/her salary, which difference shall be charged against accumulated sick leave on a pro-rated basis.

## ARTICLE 14

### Holidays and Vacations

#### For 1997-98 only:

- A. Holidays are designated in the calendar on page 30 for 1997-98.
- B. Holidays occurring during an employee's vacation period shall not be charged against vacation time.
- C. In the event that it is necessary for work to be done by members due to commitments to other agencies, holiday work will be assigned on a voluntary basis, when possible. If it is not possible to make assignments on a voluntary basis, such holiday assignments will be made on a seniority basis with employees with the lowest amount of seniority being assigned first.

Employees working holidays shall receive compensation or compensatory holiday time at the rate of time-and-one-half. Accumulated compensatory holiday time will be used within sixty (60) days or before the end of the fiscal year, whichever is later.

- D. All full-time 12-month employees hired prior to December 1st, 1974, shall be granted annual leave at the rate of one-and-two-thirds (1 2/3) days per month, cumulative to a maximum of thirty (30) working days.
- E. All full-time 12-month employees hired after December 1st, 1974, shall be granted a vacation with pay computed as follows:
  - 1 to 5 years of service - 10 days annually (.83 monthly)
  - 6 to 10 years of service - 15 days annually (1.25 monthly)
  - 11 or more years of service - 20 days annually (1 2/3) monthly)
- F. The new increment for vacation accumulation shall begin with the nearest month. Employees in this group may not use vacation during the 60-day probationary period and may not accumulate any more than seven (7) annual leave days per year to add to continuing accumulation, such accumulation computed on an annual basis dating from the employee's seniority date. Maximum accumulation may not exceed thirty (30) days. Annual leave extending more than twenty (20) consecutive working days must have prior approval of the Superintendent of Schools.
- G. In scheduling vacation time, a senior employee has preference, provided application is made sixty (60) days in advance.
- H. Vacation leave shall be scheduled, when practicable, according to the desires of the employee and the approval of the employee's immediate supervisor.
- I. Bargaining unit members employed on a 9.5-month basis do not receive annual leave benefits but shall have the option for a four- or five-day unpaid leave at spring break. This option shall be chosen by the employee on the first report day.

- J. A 9.5-month employee, with one year of service or more in the district, transferring to a 12 month position will receive a beginning balance of five (5) days and will accrue vacation days on the formula already established in subsection E of this article.
- K. A 12-month employee transferring to a 9.5-month position will have a period of up to two (2) years from date of transfer to exhaust their previously accumulated annual time based upon the provisions of Article 13 - G and H.

## ARTICLE 14

### Work Days

**Effective July 1, 1998**

- A. Employees are either designated 9.5-month employees (191 work days) or 12-month employees (225 work days).
- B. Employees will develop a yearly calendar of work days for approval by their supervisor. These work calendars shall be filed in the Personnel Services office.
- C. In developing the work calendars, it is acknowledged that the needs of students and service to constituent districts are of paramount importance. In general, employees are expected to adhere to the instructional calendar.
- D. By mutual agreement, additional paid work days may be scheduled for 9.5-month employees.
- E. Holidays are designated in the calendar printed by the Employer and attached herein by reference.
- F. In scheduling work days, a senior employee has preference should a conflict arise between the proposed schedules of employees.
- G. Maximum accumulation of leave days for 12-month employees shall not exceed thirty (30) days as of June 30 each year. Accumulated days may be used, with prior approval of the supervisor, to reduce the number of work days in the following year to no fewer than 215 days, unless the individual is retiring under the terms of the Michigan Public School Employees Retirement System, in which case all accumulated days may be used to reduce the work year.

## ARTICLE 15

### Continuing Contract Review

- A. The Employer and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and the complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
  
- B. An implementation committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.
  - 1. The implementation committee shall be composed of not more than two (2) representatives of the Employer appointed by the Superintendent, and not more than two (2) representatives of the Union designated by the Steward.
  - 2. The implementation committee will meet as necessary as requested by either party. These meetings are not intended to bypass the grievance procedure.
  - 3. All meetings between the parties will be scheduled to take place as promptly as possible, at times when employees involved are free from assigned responsibilities (unless otherwise mutually agreed).
  - 4. Each party will submit to the other, at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
  - 5. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
  - 6. Salary items shall not be considered under the terms of this Section.
  - 7. Items considered under this Article shall not be subject to the mediation or fact finding procedures of Public Act 379.
  
- C. Should the efforts of the implementation committee result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union.

## ARTICLE 16

### Negotiation Procedures

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.
- D. Members of the Union negotiating team, who are employees of the Employer, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.
- E. Copies of this Agreement shall be provided at the expense of the Employer and presented to all employees, or those hereafter employed by the Employer.
- F. Individual statements shall designate wages, classifications, and dates of employment for the following year, and shall be delivered within thirty (30) days after ratification of the Union's Master Agreement.

## ARTICLE 17

### No Strike Clause

- A. During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of production of the Employer. The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's building or premises during the life of this Agreement.
- B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slow-downs of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union, in addition to any other remedies it may have.
- C. The committee-person and officers of the Local shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interferences of any kind.
- D. The Employer, for its part, agrees that there shall be no lock-out during the term of this agreement. This lock-out provision shall not apply in the event of an unauthorized strike.

## ARTICLE 18

### Section 1 - Personnel Records

- A. By appointment with the Personnel Services Office, a staff member shall be allowed to review the contents of his/her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- B. If the employee refuses to initial the materials shown to him/her, the Employer may use the materials if an attempt has been made to obtain the employee's initials in the presence of the Union representative. The Union representative may be asked to witness and/or initial that the material has been presented to the employee.
- C. No evaluations, correspondence, or other material making reference of 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. A less than satisfactory evaluation may be removed after two (2) consecutive satisfactory evaluations within a two-year period.
- D. The Employer shall give consideration to a written request by an employee to add or remove any item from the employee's personnel file. Denial of such a request will be in writing with a copy to the Union.
- E. 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.

### Section 2 - Evaluations

- A. The goal of the evaluation process is to create and maintain a satisfactory level of performance.
- B. Following the probationary period as defined in Article 8-A, an evaluation will be completed during the first year of employment.
- C. Following a satisfactory first year, employees will be evaluated at a minimum every two (2) years.
- D. A copy of the evaluation shall be given to the employee.



## ARTICLE 19

### Miscellaneous Provisions

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, marital status, or membership in, or association with, the activities of the Union.
- B. Except for space reserved for specific individuals, parking will be provided for all Bargaining Unit personnel as it is provided to any other group of employees at the same facility.
- C. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual statements heretofore in effect.
- D. If any Article or Section of this Agreement shall be held to be contrary to law by a court or tribunal of competent jurisdiction, from whose final judgment no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.
- E. The Union agrees that its employees will not engage in activities during working hours that may detract from their productivity. Members will not use District telephones for personal business during the working day. Reasonable consideration will be given to emergencies.
- F. The Employer agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the District.
- G. Supervisors or employees not covered by this Agreement shall not perform normal production work performed by Bargaining Unit personnel except in an emergency or under extenuating circumstances, i.e., vacations, classified material, illness, etc.
- H. Employees' children and/or pets shall not be brought to the place of work.
- I. An employee attending approved meetings or seminars on his/her request, or at the direction of the supervisor, will be paid expenses related to such meetings or seminars. This provision does not imply that any employee will be approved to attend a meeting or seminar, but is a recognition that expenses will be paid should an employee incur expense on behalf of the District.
- J. "Days" stated in this Agreement shall be calendar days unless otherwise specified.
- K. Either the Employer or the Union may request a special conference on matters of mutual concern. Once requested, such a conference will be held as soon as practicable, but not more than five (5) days after a written request is presented. Only matters listed on the request notice will be considered. Any agreements or procedures agreed to at a special conference will not alter nor conflict with provisions of the existing contract.

- L. Bargaining unit employees who choose to work and are selected for a posted summer position shall be paid at the hourly or daily rate of pay for the current school year. Such employees will also receive their monthly sick leave allowance for that period of time and may use their accumulated sick leave during the summer work period.

## TEAMSTERS CALENDAR

1997-98

Tuesday, July 1, 1997	Year begins (12-month)
Friday, July 4, 1997	Independence Day Recess
Monday, August 25, 1997	Year begins (9.5-month)
Monday, September 1, 1997	Labor Day Recess
Thursday & Friday November 27 & 28, 1997	Thanksgiving Recess
Monday, December 22, 1997	Winter Recess begins (9.5-month)
Wednesday, December 24, 1997	Winter Recess begins (12-month)
Monday, January 5, 1998	Work resumes
Monday, February 16, 1998	Mid-winter Break
Monday, May 25, 1998	Memorial Day Recess
Friday, June 5, 1998	Final day (9.5-month)
Tuesday, June 30, 1998	Final day (12-month)

## **TEAMSTERS CALENDAR**

**1998-99**

The calendar will be established once a school calendar is in place for the 1998-99 school year.

## **TEAMSTERS CALENDAR**

**1999-2000**

The calendar will be established once a school calendar is in place for the 1999-2000 school year.

**DURATION OF AGREEMENT**

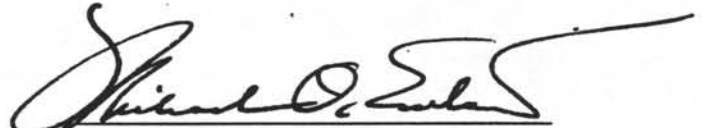
This Agreement shall become effective as of July 1, 1997 and shall continue in effect until June 30, 2000. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**WITNESSETH**


WHEREAS, the WASHTENAW INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said Intermediate School District, as directed and authorized by the Board of Education of said Intermediate School District, and the TEAMSTERS STATE, COUNTY, and MUNICIPAL WORKERS, and its LOCAL 214 have caused the foregoing Agreement to be executed by its duly constituted officers.


**WASHTENAW INTERMEDIATE SCHOOL DISTRICT**

  
Mary Jane Tramontin, President

  
Michael O. Emlaw, Secretary

**TEAMSTERS, STATE, COUNTY MUNICIPAL WORKERS**

  
Janet Grand, Steward

 1-21-98  
Dick Divelbiss, Business Representative

**APPENDIX A**  
**WAGE GUIDELINES**

**1997-1998**

Clerk	\$11.99
Receptionist	\$11.99
Secretary I	\$12.33
Secretary II	\$12.93
Van Operator	\$13.18
Technician I	\$13.18
Technician II	\$13.37
Secretary III	\$14.15
Technician III	\$15.02
Duplicating Copy Room/Warehouse	\$16.95

**1998-1999 and 1999-2000**

Effective with the contract year beginning 1998-99, the Employer and the Union agree to the initiation of a work-year calendar based on the concept of days worked rather than the old system based on the first and last days of the school or fiscal year. In the conversion, paid annual leave and paid holiday leave, where applicable, are rolled into daily rates. There are twenty (20) leave days and fifteen (15) holidays used in the conversion of 12-month employee daily rates and fourteen (14) holidays used in the conversion of 9.5-month employee daily rates. See Article 14 for language defining the relationship between the work days and the academic calendar.

**1998-1999**

In 1998-1999, each daily rate 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 in no case shall the adjustment be less than 2.5% nor more than 3.0%.

**1999-2000**

In 1999-2000, each daily rate 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 1998 to April 1999 except in no case shall the adjustment be less than 2.0% nor more than 3.0%.

## **All Years**

Individual rates will be percentages of hourly or daily rates as follows:

New Employees	85%
End of Probation	88%
End of First Year	90%
End of Second Year	95%
End of Third Year	100%

## **LONGEVITY**

- A. The parties hereby agree to establish a joint Labor/Management committee to study and develop a new longevity system for presentation to the Board of Education at the regular May 1998 meeting.
- B. The current longevity program is hereby voided except those employees who qualify shall receive the 1997-98 increase provided the maximum longevity bonus is capped at 13%.
- C. Employees currently below the 13% level might be eligible for the new longevity program if approved by the committee and then only up to the 13% level.



## APPENDIX A

### WAGE GUIDELINES

	1997-1998 Hourly Rate	1998-99 Daily Rate
Clerk	\$11.99	\$106.51
Receptionist	\$11.99	\$106.51
Secretary I	\$12.33	\$101.75
Secretary II	\$12.93	\$106.66
Van Operator	\$13.18	\$108.75
Technician I	\$13.18	\$108.75
Technician II	\$13.37	\$118.73
Secretary III	\$14.15	\$125.67
Technician III	\$15.02	\$133.47
Duplicating Copy Room/Warehouse	\$16.95	\$150.54

#### 1998-1999 and 1999-2000

Effective with the contract year beginning 1998-99, the Employer and the Union agree to the initiation of a work-year calendar based on the concept of days worked rather than the old system based on the first and last days of the school or fiscal year. In the conversion, paid annual leave and paid holiday leave, where applicable, are rolled into daily rates. There are twenty (20) leave days and fifteen (15) holidays used in the conversion of 12-month employee daily rates and fourteen (14) holidays used in the conversion of 9.5-month employee daily rates. See Article 14 for language defining the relationship between the work days and the academic calendar.

#### 1998-1999

In 1998-1999, each daily rate 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 in no case shall the adjustment be less than 2.5% nor more than 3.0%.

#### 1999-2000

In 1999-2000, each daily rate 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 1998 to April 1999 except in no case shall the adjustment be less than 2.0% nor more than 3.0%.

**Longevity Agreement:**

Professional development training should extend beyond the basic expectations and essential duties of the position. This training requirement of 18 clock hours must include 8 hours beyond the regular workday. Classes/training/workshops directly related to the basic expectations of the employees job responsibilities will not, as a rule, be approved. Up to 10 hours may be sponsored by WISD staff development or training through other institutions.

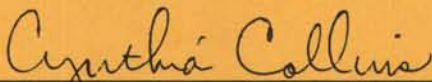
The employee and supervisor will meet to develop a written professional development plan that meets the longevity criteria. Once completed, the plan will be submitted, 1-3 years prior to the qualifying year (but no later than October 1 of the qualifying year), to the assistant superintendent for approval within a 30 day period. The assistant superintendent places the approved plan in the employees' personnel file. The employee notifies the supervisor when the professional development plan is completed. The supervisor will send written notification of plan completion to Personnel Services so payment can be authorized.

Longevity accrued before June 30, 1998 will be frozen. All longevity payments are pro rated for part-time employees. Beginning July 1, 1998 an annual non-cumulative longevity payment of base salary plus;

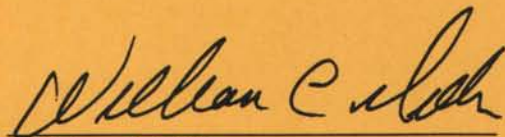
\$1,500 at the beginning of year 11,  
\$2,000 at the beginning of year 16,  
\$2,500 at the beginning of year 21,

will be paid to employees who qualify by completing professional development requirements as follows:

18 hours completed before the beginning of year 11,  
36 hours completed before the beginning of year 16,  
54 hours completed before the beginning of year 21.



Cynthia Collins  
Teamsters Steward



William C. Miller  
Associate Superintendent for  
Educational Services

Date: 5-11-98

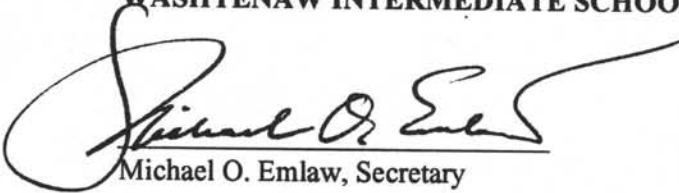
Date: 5-11-98

**MEMORANDUM OF AGREEMENT**

The Washtenaw Intermediate School District and the Teamsters State, County, and Municipal Workers, Local 214, agree that

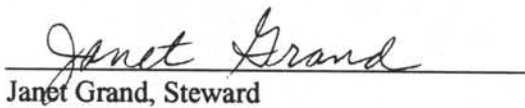
- A. Retroactive to July 1, 1997, Margaret Brown, Patricia Hegarty, and Janet Ochinero are reclassified to Secretary IIIs,
- B. The increase in Technician III compensation is retroactive to July 1, 1997, and incorporated in Appendix A.

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT**

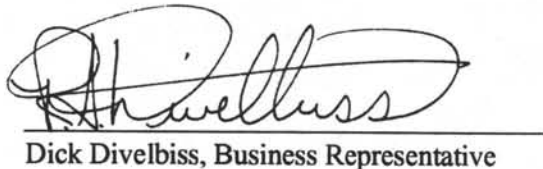
  
Michael O. Emlaw, Secretary

1.15.98  
Date

**TEAMSTERS, STATE, COUNTY MUNICIPAL WORKERS**

  
Janet Grand, Steward

1-15-98  
Date

  
Dick Divelbiss, Business Representative

1-21-98  
Date

