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6/30/91

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

**AGREEMENT
BETWEEN WCSSF
and
THE
WCISD
BOARD
of
EDUCATION
1988 - 1989
through 1990 - 1991**

*Wayne County Intermediary
School District*





**AGREEMENT
BETWEEN THE
WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT
AND
WAYNE COUNTY SALARIED STAFF FEDERATION
LOCAL 4479 AFFILIATED WITH THE MICHIGAN FEDERATION OF
TEACHERS AND THE AMERICAN FEDERATION OF TEACHERS
AFL/CIO**

July 1, 1988 through June 30, 1991

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PREAMBLE

This is an Agreement by and between the Wayne County Intermediate School District (hereinafter referred to as the "Board" or the "Employer") and the Wayne County Salaried Staff Federation, affiliated with the Michigan Federation of Teachers and the American Federation of Teachers, AFL/CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

The Employer and the Union agree to recognize and affirm that their mutual goal is to fulfill the statutory responsibilities of the Wayne County Intermediate School District by improving youth and adult education through assisting constituent school districts in increasing the effectiveness and efficiency of their instructional services and their general school district operations relating to the mission of the Intermediate School District. These educational services should be predicated upon response to local need and leadership in educational innovation and instructional design. The nature of such educational services is dependent upon the quality of performance of all parties concerned and the possession by members of the Union of qualifications to assist in the accomplishment of these mutual goals.

To these ends, and pursuant to the collective bargaining process authorized by the Public Employment Relations Act, this Agreement contains provisions regarding wages, hours, and other terms and conditions of employment, a grievance procedure for the resolution of disputes, and a provision for conferences so that there be a system of communication and consultation whereby the Employer and the Union can meet regularly to discuss matters relating to the implementation of this Agreement. It is also recognized by the parties that all provisions of this Agreement may, during its life, be altered only by authorized written agreement of the parties. Nevertheless, it is hoped that a broad interchange of ideas, in the area of educational policies and development and other areas, will contribute in a significant measure to the advancement of educational services provided by the Wayne County Intermediate School District.

ARTICLE I
RECOGNITION

- A. The Employer recognizes the Wayne County Salaried Staff Federation, affiliated with the Michigan Federation of Teachers, American Federation of Teachers, Local 4479, hereinafter called the "Union," as the sole and exclusive bargaining representative for all employees identified in the Consent Agreement R-84-C-104, as certified by MERC on September 25, 1984 as follows:

- Accounts Payable Supervisor
- Assistant Internal Operations - Head Start
- Bookkeeping Supervisor
- Child Care Supervisor and Community Development
- Computer Education Specialists
- Computer Operators
- Computer Operators II - Data Processing
- Consultant - Career Education
- Consultant - Placement and Guidance
- Consultant - Public Relations
- Consultants
- Coordinator - Family Services
- Coordinator - Health
- Coordinator - Nutrition
- Coordinator - Title I Projects
- Curriculum Coordinator
- Curriculum Resource Services Consultant

Data Processing Leaders
Data Technicians I - Data Processing
Director & Staff Development Collaborative
Directors - Head Start
Education Program Service Specialist
Field Engineers I - Data Processing
Handicap Specialist - Coordinator of Services
Head of Reference
Head of Technical Services
Internal Auditors
Job Assistants
Job Developers
Leader - Field Engineer
Leader Student Services - Data Processing
Leader Systems - Data Processing
Leader of Data Base
Occupational Education Consultant
Payroll Supervisor
Program Evaluations/Special Projects Coordinator
Programmers II - Data Processing
Programmers III - Data Processing
Public Information Specialist
Pupil Accounting Specialist
Staff Development Specialists
Supervisor - Print Shop
Supervisor - Transportation

Support Consultants I
Support Consultants I - Data Processing
Support Consultants II
Systems Coordinator - Finance
Technical Resources Assistants
Technician I
Testing Program Consultant
Vocational Supervisor

The parties agree that the Union does not represent the employees excluded by Consent Agreement R-84-C-104, as follows:

Caregivers
Caregiver/Cook
Community Aides
Director of Personnel
Play Group Aides
Confidential Employees
Executive Employees
Positions which supervise positions within this unit
All other employees

- B. All personnel hired to fill the positions specified in paragraph A as included in this unit, or to fill new positions appropriate for addition to the bargaining unit, shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement. The Employer agrees to give each newly hired employee in this unit a letter of understanding stating salary, starting date, and estimated length of employment for the fiscal year.

- C. Any letter of understanding regarding employment or contract of employment executed between the Board and an individual shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language regarding employment inconsistent with this Agreement, this Agreement shall be controlling. The Employer will provide the Union with a copy of all employment contracts executed between the Board and an individual bargaining unit employee.
- D. Work performed by employees shall not be assigned to persons outside the bargaining unit without meeting and consulting with the Union and so long as such an assignment of work does not cause the lay off of an employee.
- E. The Employer shall be provided with a list of Union officers and any other Union representatives (such as those representing the Union in the grievance procedure). The Employer shall be notified in writing of changes in these data within ten (10) working days of such change.
- F. The Union shall be provided with a list of employees and the administrator to whom they report within a reasonable time (not to exceed sixty (60) days) after ratification of this contract. The Union will be notified of any subsequent changes.
- G. The Union may request the Employer to make available to the Union any statistics, records, work schedules, or other information which the Union considers necessary for preparation of bargaining demands, for implementation of the terms of this Agreement, or for processing grievances arising out of this Agreement. The Employer shall provide such information if it is required by law (including the Public

Employment Relations Act and the Michigan Freedom of Information Act), within a reasonable time, usually not to exceed two (2) weeks. The Employer may provide, at its discretion, information beyond that required by law. The Employer specifically reserves its right not to provide information exempted or not required by applicable law or decisions of the Michigan Employment Relations Commission, and its right to require that appropriate consents or releases be executed by affected employees when the Union requests information which may impact on the privacy of an employee.

- H. Employees working less than full-time will receive pro-rated fringe benefits. Employees electing to receive fringe benefits which require a premium will pay their pro-rata share. Such payments will be remitted through payroll deduction.

ARTICLE II
SCOPE OF THE AGREEMENT

- A. 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.
- B. This agreement shall supersede any rules, regulations, or practices inconsistent with its terms unless mutually adjusted in writing by the Employer and the Union. It shall likewise supersede any contrary or inconsistent terms contained in any individual contracts heretofore in effect. Nothing in this paragraph shall affect the continuing validity of any policy or practice adopted by the Board which is consistent with the terms of this agreement.
- C. The Employer shall supply each employee of the bargaining unit with a copy of this agreement within thirty (30) days after its ratification by both parties. Each rehired, reinstated, or transferred employee, who does not have a copy of the agreement, shall be supplied with a copy by the Employer. A copy of this agreement will also be provided to all new employees at the time of signing their payroll deduction forms. The Employer shall supply the Union with up to fifty (50) copies of the agreement for the Union's own use.
- D. This agreement is subject in all respects to the laws of the State of Michigan and the United States with regard to the powers, rights, duties, and obligations of the Employer, the union, and employees in the bargaining unit.
- E. In the event that any provisions of this agreement shall at any time be held to be contrary to law by a court with jurisdiction over the parties

to this agreement from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; Upon the request of either party, the parties shall meet for the purpose of considering revision of the directly affected provisions only. However, all other provisions of this agreement shall continue in effect and such court determination shall not affect any other portion of this agreement.

ARTICLE III

UNION SECURITY/UNION DUES CHECK-OFF

- A. The Employer and the Union, recognizing that the benefits of the collective bargaining agreement accrue to all members of the bargaining unit, regardless of whether or not such members belong to the Union, accept, to the best extent authorized by state law, the following method designed to enable all such members of the bargaining unit to support the efforts of the Union in their behalf:
1. 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 uniformly required Union dues. The Union representative shall have the responsibility of the authorization card. The Human Resources Department shall notify the Union Treasurer and Union President in writing of new hires and date of employment and location at the time of execution of the staff assignment notice. The same procedure will be followed for the termination of employment.
 2. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the uniformly required Union dues which has been established by the Union. It is understood that the payment of such sums shall not constitute an agreement to become a member of the Union.

3. The Employer agrees to notify all employees in the bargaining unit (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.
4. Failure within the above stated thirty (30) days to deliver the authorization specified in paragraph A. 2. above 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 and has been notified of such within the specified thirty (30) days, to discharge such employee within five (5) days, it being understood between the parties to this agreement that such requirement is a condition of continued employment with the Employer.
5. In the event an employee is dismissed for failure to tender the required authorized amount specified above and is subsequently offered re-employment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to re-employment.
6. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, the Employer complying with this article.

- B. Upon filing with the Employer the written authorization form for payroll deductions, signed by the employee, the Employer agrees during the term of this agreement and thereafter to deduct uniformly required Union membership dues and service fees as specified in paragraph A. 2. above which have been levied in accordance with the Constitution and By-Laws of the Union from the pay of such employee.
- C. Deductions from each paycheck shall be in the amount authorized by this agreement and stipulated by the Union for the term of this agreement, and shall commence with the pay period following the receipt of the authorization form. The employer agrees to forward such deductions, along with a list of employees from whom the deductions have been made, within one (1) week following such deduction, to the Treasurer of the Union.
- D. The Employer shall forward to the Union a list of all employees within the bargaining unit and their assigned locations between September 1 and September 15. The Human Resources Department shall notify the Union of any employee in the bargaining unit entering or leaving the employment of the Employer. Dues check-off (or service fee) cards shall be given to the employee at the time of employment.
- E. Individual authorization forms, 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 in writing, filed with the Employer. The Union agrees to give written notification to the Employer of the amounts to be deducted under such authorizations.

F. The Employer agrees, in the event that it or its agents have been shown to have deducted insufficient amounts from any member of the bargaining unit, to increase the following deduction in the amount of the demonstrated insufficiency. The Union agrees, in the event that it has received monies in excess of the authorized deductions, to reimburse the employee in the amount of the demonstrated excess.

G. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, the Employer complying with this article.

ARTICLE IV

SENIORITY

- A. Seniority until August 13, 1985, shall be defined as an employee's most recent date of employment in a full-time position in the district. Seniority beginning August 14, 1985, shall be defined as an employee's first day of employment in a full-time position in the unit and shall be ranked from the highest to the lowest within the bargaining unit. When more than one (1) employee is hired on the same date, seniority rank will be determined by the highest number (9999) of the last four (4) digits of the individual's Social Security number.
- B. Only members of the bargaining unit can accrue seniority. Employees of the district as of August 13, 1985, who were not included in the bargaining unit, but who had previously held a position included in the bargaining unit and are returned to the unit, shall be given bargaining unit seniority credit for the time they held a position included in the bargaining unit. Members of the bargaining unit who are transferred or promoted out of the unit shall have their seniority frozen and will not accrue seniority until a return to the bargaining unit. Re-entry will not cause the layoff of a non-probationary member.
- C. A seniority list of employees will be developed during negotiations, by the Employer with the approval of the Union, which will state the date of the first day of work for seniority within the bargaining unit, and also the date of the first day of work for retirement purposes.

D. The Union shall, within ten (10) calendar days of ratification of this contract, post a seniority list on Union bulletin boards. A revised master list shall be furnished to the Union by the Employer once a year, and posted by the Union within ten (10) calendar days of the Employer's provision of the list. The first time an employee's seniority date is posted, an employee who believes that his/her seniority date is incorrect must follow the grievance procedure. Thereafter, except for seniority dates changed as a result of a grievance filed, such lists shall be binding on all employees in the bargaining unit.

E. Employees shall lose their seniority and their seniority shall be terminated if they:

1. resign or quit;
2. are discharged or terminated;
3. are laid off for a period of two years;
4. retire;
5. do not return to work within the time limits of a leave of absence or an extended leave of absence.

F. New employees hired into the Data Processing Department shall be considered probationary employees for the first six (6) months of their regular full-time employment. New employees hired into all other classifications shall be considered probationary employees for the first twelve (12) months of their regular full-time employment. Either period may be extended for an additional six (6) month period by mutual agreement between the Employer and the Union. When an employee completes the probationary period, he or she shall be entered on the seniority list, with a seniority date retroactive to the last date of hire in a regular

full-time position at the district. The discharge of any probationary employee shall be non-grievable.

- G. Regularly scheduled employees, whether they work a 10-month or a 12-month schedule, shall accrue seniority of one (1) year even though they may not work the full-twelve (12) months in a year.

ARTICLE V

PERSONNEL PRACTICES

A. Fair Employment Practices

1. This agreement shall be applied uniformly to all employees within the bargaining unit provided, however, that this provision shall not prevent differing treatment of employees which is consistent with the terms of the agreement.
2. The Employer agrees that with respect to hiring, working conditions, and promotion practices, that neither it nor its agents shall discriminate on the basis of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap unrelated to ability to perform one's job, or membership or non-membership or participation or non-participation in the activities of the Union, except as such discrimination may be permitted by law.
3. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, national origin, sex, age, marital status, political activities, physical handicap, or prior or current membership or past or current participation in the activities of any employee organization.

B. Announcement of New Positions

1. A new bargaining unit position shall be defined as a regular full-time job opening which the Employer intends to fill and which was not included in the Certification of Representative issued by the Michigan Employment Relations Commission.
2. The Employer agrees to post all new bargaining unit positions. For informational purposes only, the Employer agrees to inform the Union

of management positions it intends to fill, except Associate Superintendent and Superintendent.

3. When the Employer decides to post any new full-time position (exclusive of other WCISD bargaining units), then the Employer will notify the Union before such a position is posted. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or director of center, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure), and a designation as to whether the position is in this bargaining unit. If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. If the union disagrees with the designation of the written notice, the Union may request in writing, prior to expiration of the posting period, a meeting with the Employer to discuss the concerns. Such a meeting shall be scheduled by the parties within seven (7) calendar days of the notification unless this time limit is extended by mutual agreement. Filling of new bargaining unit positions shall follow the procedure outlined under Vacancies.

C. Vacancies

1. A vacancy shall be defined as a regular full-time job opening which the Employer intends to fill, whether such opening is created by expansion, resignation, transfer, leave, promotion, or other circumstances.
2. Vacancies in this bargaining unit shall be filled by the person who, in the judgment of the district, is the best candidate for the position.

3. For the purpose of this agreement, the best candidate for any position shall be based on any legitimate and lawful factors, including but not limited to education, work experience in the department where an opening exists, other related work experience in the district or outside the district, general work experience, job skills, formal training, applicable approvals or endorsements, interpersonal skills, affirmative action, seniority, and the overall needs and interests of the district.
4. The Employer reserves its right to select applicants from outside the bargaining unit and outside the district. Internal applicants who are members of this bargaining unit, and who meet the best candidate standard for the posted position, will be given first consideration. Where two or more applicants are judged to be substantially equal with regards to the best candidate standard, the vacancy shall be filled by the applicant with the longest seniority in the district.
5. The Employer will be responsible for posting vacancies in this bargaining unit on the bulletin boards in the Education Center and Annex with written notice to the Union. Mailings to other locations, where union members are located, will be on the first available mailing delivery. The notice shall include the information on the standard posting notice currently in use (including position title, immediate supervisor or director of center, effective date, location, function, responsibility, skills, education, experience, salary range, application deadline, and application procedure). If the Employer changes the information on the standard posting notice, the Employer shall notify the Union of such change prior to implementation. Postings shall generally take place no less than fifteen (15) days prior to the deadline for filing.

6. Employees who wish to be notified of bargaining unit positions during the summer shall notify the Director of Human Resources in writing. The Employer will mail out notices to these employees.
7. The Union will be notified in writing of the reason for the withdrawal by the district of any posted bargaining unit vacancy.
8. In the event any employee applies for a vacancy and does not receive the position, the employee shall receive in writing a notice that he/she did not receive the position. The employee may request in writing a conference with the Employer to discuss the reason he/she did not receive the position.
9. Before posting a vacancy, the Employer may seek input on job descriptions from interested bargaining unit members in the department involved.
10. The Employer shall utilize a team to screen and interview applicants for vacancies in this bargaining unit, to include a bargaining unit member, and a minority group member who may or may not be a member of this bargaining unit.
11. In the event the employer does not fill a vacancy within sixty (60) calendar days after expiration of the posting, then such circumstance will, upon written request by the Union for a special conference, be discussed with the Union.

D. Transfers

1. Assignment Exchange

Assignment exchange may be made by any two (2) bargaining unit members who wish to exchange assignments for up to one (1) year, provided the Employer agrees to the exchange, and the bargaining unit members involved are qualified pursuant to the position descriptions.

Written application for this exchange, including detailed rationale in support of the proposal, must be submitted to the Director of Human Resources, who shall consider the application after consultation with administrative staff. This provision is not subject to the posting procedure.

2. Reassignment

Reassignment of bargaining unit members will be made when considered necessary by the Employer to prevent undue disruption of services, bring about improvement of services, or when funding for positions is reduced or terminated. When a reassignment transfer is to be implemented, the Employer will look to the need for service, program, and seniority of the employees. The following procedures will be utilized:

- (a) The Employer will give at least thirty (30) calendar days written notice to the affected bargaining unit member and the Union President. In the event of an emergency the time limit may be waived. This written notice will include proposed date of reassignment, time lines, and proposed location and rationale for reassignment transfer.
- (b) The Union must notify the Employer of any concerns regarding the reassignment within ten (10) calendar days following the written notification. If such notice is received by the Employer, a special conference will be called to discuss such concerns.
- (c) Time lines may be extended by mutual agreement between the parties.
- (d) Reassignment transfers pursuant to this section shall not be done for disciplinary reasons.

E. Volunteers

The parties recognize that Board policy encourages and permits the use of volunteers, but the district will not retain/secure volunteers which would directly result in the layoff of bargaining unit members (or directly prevent the hiring of new employees).

F. Personnel Files

1. Each employee shall have the rights provided by the Michigan Right to Know Act to review their personnel record maintained by the Employer, to obtain copies, to disagree with statements or information contained in the personnel record by submitting a written statement to be included in the personnel record, and any other rights provided by the Act. In reviewing the personnel record, an employee may be accompanied by a Union representative, if so desired, or may designate by written authorization a Union representative to examine the personnel record in their absence.
2. No official report nor any derogatory statement about an employee shall be entered into an employee's personnel file unless the employee is sent a dated copy. All statements and/or remarks must be signed by the author of the document before being entered into the employee's personnel file. The employee has the right to submit a response (no more than five (5) pages) to derogatory statements or remarks placed in his/her file and such response shall be entered into the file.
 - (a) Employees shall have the right to have placed in their personnel file letters of commendation and certificates indicating additional education.
 - (b) An employee may request, and the Employer will provide, copies of materials contained within the personnel file as provided by law.

3. Reprimands which have been filed for more than three (3) years shall not be used as the basis for additional disciplinary action.
4. In the event the Employer is served with any legal process requiring the disclosure of personnel records for any bargaining unit member, the Employer shall notify the affected bargaining unit member of same within five (5) work days of service.
6. The Employer will consult with the Union before implementation of any new formal employee evaluations.

ARTICLE VI

GRIEVANCE PROCEDURE

The purpose of this grievance procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings should be kept as confidential as may be appropriate at each level of the procedure.

DEFINITIONS

A grievance shall mean an unsettled complaint that there has been a violation, misinterpretation or misapplication of any provision of this agreement.

An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.

Whenever the term employee is used, it is to include any member or members of the bargaining unit.

Whenever the singular is used, it is to include the plural .

Whenever notice is used, it is meant that such be written notice to all persons concerned.

The term days in this article shall mean working days, except where otherwise indicated.

Any person subject to the Tenure Act shall not have the right to the arbitration provisions of this article for any matters that are covered by the Tenure Act.

GENERAL PRINCIPLES

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than the Director/Supervisor, it may be initiated at Step 3. of this procedure.
- C. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend.
- D. When hearings and conferences are held during working hours, all persons who are present at the hearing or conference pursuant to this article whose working hours are affected, shall be excused with pay, for that purpose.
- E. No decision or adjustment of a grievance shall be contrary to any provision of this agreement.
- F. Forms for filing and processing grievances shall be as mutually agreed upon.
- G. Failure by the employee and/or the Union at any given step of this procedure to file a written grievance or to appeal a decision within the specified time limits shall terminate the grievance.
- H. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall advance the grievance to the next step of the grievance procedure.
- I. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be put in writing and signed by the parties.

FORMAL GRIEVANCE PROCEDURE

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

STEP 1. INFORMAL CONFERENCE

A complaint or a grievance issue shall be discussed with the appropriate supervisor with the object of resolving the matter informally:

- A. By an employee in person on his own behalf.
- B. By an employee accompanied by the appropriate Union representative.
- C. Through the Union representative if the employee so requests.
- D. By the Union representative in the name of the Union.
- E. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the Superintendent or his/her designee shall inform the Union of the adjustment.

STEP 2. WRITTEN GRIEVANCE

- A. In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose shall be submitted to the immediate supervisor within fifteen (15) days following the date on which the aggrieved party discovered or reasonably should have become aware of the act or condition which is the basis of the grievance, by anyone as stated in Step 1, A. to D.
- B. Within five (5) 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) days after such meeting and shall furnish a copy of his/her decision to the Union representative and the grievant.

STEP 3. WRITTEN APPEAL

- A. If the grievance is not resolved in Step 2, it may be appealed to the Associate Superintendent within five (5) days from receiving the supervisor's answer from Step 2. Within five (5) days after receiving the transmittal of such grievance, the Associate Superintendent shall investigate the grievance, giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within five (5) days of such meeting. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Associate Superintendent shall be in writing and shall state the reason for the appeal.
- B. If the grievance is not resolved in Step 3A, it may be appealed to the Superintendent within five (5) days from receiving the Associate Superintendent's answer from Step 3A. Within five (5) days after receiving the transmittal of such grievance, the Superintendent shall hold a hearing, giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within five (5) days of the hearing. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

STEP 4. ARBITRATION

- A. If the grievance is not resolved at Step 3, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this agreement, the Union 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.
- B. 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.

The arbitrator's decision shall be based solely upon the express and specific provisions of this agreement, without addition, subtraction, or modification. The arbitrator will be selected and the arbitration will be conducted under the then current rules of arbitrator.

- C. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitrator shall be borne equally by the Employer and the Union. If the decision by an arbitrator favors one side only, then the arbitrator's fees shall be borne by the party against whom the arbitration decision is made.
- D. The arbitrator's decision, when made in accordance with the jurisdiction and authority established by this agreement, shall be final and binding upon the Union, the employee(s) involved, and the Board. Any adjustment of a grievance agreed upon by the Employer and the Union at any stage of the grievance procedure shall conclusively dispose of the grievance and shall be binding upon the Employer, the Union, and any unit member or members involved.

ARTICLE VII
PROFESSIONAL DEVELOPMENT
CAREER LADDER

- A. The Management Intern Program (MIP) recognizes the need of the Wayne County Intermediate School District (WCISD) and Wayne County Salaried Staff Federation (WCSSF) to develop the talents and potential of employees. The program provides the bargaining unit member the opportunity to gain management experience while retaining his or her status as a bargaining unit member.
1. The position shall be "Management Intern" and Will Be Posted Internally and Follow the Posting Procedure Of The Contract. It will be the Employer's decision whether to fill such a position. Except as limited herein in A(3) and A(4) below, the Employer may determine all duties of management interns.
 2. The MIP position may be filled for a period of up to three (3) years. Extensions may be granted upon agreement between the Employer and the Union.
 3. The administrator to whom the intern is assigned will be responsible for representing management's role in any disciplinary process affecting a member from the intern's bargaining unit.
 4. A member shall continue to accrue seniority during his or her participation in the intern program.

5. The Employer may utilize contracted services to meet the previous duties of the successful applicant.
6. Compensation shall be as specified in Article XX.
7. The Employer and the Union will meet periodically to discuss and review the program.

ARTICLE VIII
LAYOFF, RECALL, RETRAINING

Layoff, Recall

- A. The Employer may, for any reason, determine to reduce the number of bargaining unit employees. However, the Employer agrees to notify the union of its contemplated action at least ten (10) days prior to any layoff notices being sent to the affected employees. If the union requests, the Employer will meet with the union, prior to the notice of layoff being sent, in order that the union may present any recommendations regarding priorities and procedures to be followed and attempt to agree where the layoffs will occur.
- B. The Employer shall maintain and use a master seniority list. The master seniority list shall contain the names of all full-time employees along with their date of hire, and position title.
- C. When a bargaining unit position is to be reduced through layoff, the following order of work reduction shall apply:
 - 1. Any temporary employee doing bargaining unit work will be terminated prior to the layoff of a regular bargaining unit employee provided the Employer determines that the remaining employees have the present ability to perform the work.
 - 2. Probationary bargaining unit employees will be terminated prior to the layoff of a seniority employee, provided the Employer determines that the remaining employees have the present ability to perform the work.
 - 3. The employee in the position with the least seniority will be the first subject to layoff provided the employer determines that the remaining employees have the present ability to perform the work.
- D. If an employee is laid off pursuant to Section C, then such laid off

employee shall have the right to bump the least senior employee who holds a position provided the Employer determines that the employee is qualified for the position and possesses the present ability to perform the work. The bargaining unit member who is bumped according to this procedure, shall have the same bumping rights with regard to other bargaining unit positions.

- E. When an opening occurs, an employee on layoff shall, during the period of two (2) years from the date of his/her layoff, be eligible for recall to said opening, provided that the Employer determines that he/she is qualified for the open position. If the Employer determines that two or more employees on layoff are equally qualified for the job opening, the most senior employee shall be offered the position first. All rights to recall shall terminate upon expiration of two (2) calendar years from the date of layoff.
- F. The recall of laid off employees will be in inverse order of layoff. The laid off employee will be notified by registered letter to the latest address listed on the employer's records. A copy of such notice will also be mailed to the union. If said employee fails to respond in writing within ten (10) calendar days from the date the return receipt is received by the employer, the next eligible laid off bargaining unit member will be notified as per the above steps.
- G. When an opening in a bargaining unit position occurs, the laid off employees shall be recalled in inverse order of their layoff, provided the Employer determines that said employee has the qualifications and the present ability to perform said duties. Each employee shall have recall rights for no more than two (2) years from the date the employee was laid off.
- H. For the purpose of guidance in the Employer's determination and judgment

as to who is "qualified", as that term is used in this Agreement, employees will be presumptively qualified if the subject employee has satisfactorily performed the work and meets the minimum criteria for the position.

Retraining

Where there is staff reduction because of program modification or changes in service, employees affected by such reductions shall have the right to retrain for any position according to the conditions set forth below:

- A. Affected employees desiring retraining shall request a meeting with the Superintendent or the Superintendent's designee no later than sixty (60) working days after notification of the staff reduction.
- B. If the employer determines that there is an opportunity for a possible new position for which the employee may retrain, the employee shall be granted leave of absence without pay for a period of time not to exceed one (1) year to retrain.
- C. Notwithstanding any provision to the contrary, if an opening exists for which the retrained employee is qualified, the Employer agrees to reinstate employee at the salary appropriate to the new position.
- D. In the event that the retrained employee's former position becomes available at a later date, the employee shall have the first right of refusal.

ARTICLE IX
COMMUNICATIONS

A. There shall be a scheduled meeting between the Human Resources Department and the Union President at least once per month. The Union, with the Employer's approval, may include individuals it feels are necessary for the conduct of business at these meetings. The purpose of these meetings will be to discuss matters relating to the implementation of this Agreement.

Either party shall also have the right to request special conferences to discuss matters of mutual concern. The request shall include proposed agenda and shall specify the representatives of the other party whom the requesting party wishes to be present. Matters taken up in special conferences shall be confined to those included in the written agenda. Such conferences will be held on an "as needed" basis and will generally be scheduled within seven (7) working days of the request.

- B. Two (2) copies of the Board agenda will be sent to the Union President at the time the agenda is sent to the Board. In the case of cancellations, the Union President shall be notified.
- C. A copy of the official minutes of each Board meeting shall be provided to the Union President after their adoption by the Board.
- D. The Union President or designee shall be allotted release time for WCISD Board meetings.
- E. Orientation for new employees shall be developed by the employer after consultation/discussion with the Union.

ARTICLE X
USE OF FACILITIES BY THE UNION

- A. The Union and its representatives shall have the right to use the WCISD buildings at all reasonable hours for meetings that do not conflict with program or working hours of the employee, provided that when special custodial service is required the Employer may make a reasonable charge thereof. Such use will require that the Union follow the established building scheduling procedures.
- B. Duly authorized representatives of the Union shall be permitted to transact official Union business on the WCISD property, provided that this shall not interfere with the working hours of the employee or interrupt normal WCISD operations.
- C. The Union President, or designee, and persons involved shall be allotted released time for the purpose of investigating and processing emergency situations. Arrangement for release time shall be made with the immediate supervisor. The permission of the immediate supervisor shall not be unreasonably withheld.
- D. The Union shall have the right to post meeting notices and similar communications on bulletin board space in mutually agreed upon designated areas. A copy of all postings will be forwarded to the Director of Human Resources prior to posting. Said notices may be circulated through official mail service.

E. The Employer shall deliver Union meeting notices and similar communications via its existing distribution channels. Such deliveries shall be made at the same time regular mail deliveries are made. The Employer shall not delay such deliveries arbitrarily, nor shall it routinely charge the Union for such deliveries.

ARTICLE XI
EMERGENCY CLOSINGS

- A. In the event the Superintendent determines that weather conditions or other Acts of God require that the employee's place of work be closed, the following procedure will be followed:
1. The Superintendent shall announce the emergency closings of the WCISD facilities on the radio by 7:15 a.m. This will be made to the LEIN Network and broadcast by the participating radio stations.
 2. The Employer will place on the telephone answering service a recording indicating that buildings are closed. The tape will be activated as soon as the decision is made.
 3. If buildings are closed after the regular day has begun, employees will be paid for a full day of service.
- B. If the place of employment is open and an employee is not able to report because of existing weather conditions or other Acts of God, the employee shall determine how his/her day will be charged from existing banks.
- C. Employees working in directly operated programs and/or schools shall follow the schedule of that program and/or school emergency closing.

ARTICLE XII
LEAVES OF ABSENCE

It is recognized that a policy permitting leaves of absence for professional objectives or for personal or medical reasons can be beneficial to the employee and the Employer.

A. Leave Criteria

Unless otherwise specified, leave criteria shall be:

1. Eligibility

To be eligible for an unpaid or a sabbatical leave of absence, an employee shall have one (1) year of continuous, full-time service with the Employer. The Employer may waive eligibility requirements.

2. Application for Leave

Not less than fifteen (15) work days prior to the next scheduled Board meeting, the employee shall submit to the Employer a written request for the leave, stating the reason, the period of absence, and date of return.

3. Approval

Subject to approval by the Employer, a leave of absence may be granted.

4. Length of Leave

Leaves of absence may be granted for a period not to exceed one (1) year. Requests for extension must be submitted in writing, stating the reason, at least thirty (30) days prior to the termination of the current leave. The Employer may, at its discretion, extend a leave for a period of up to one (1) additional year.

5. Return from Leave

- a. If an employee does not return to work by the date of leave expiration, the employee shall be considered to have voluntarily resigned unless he/she was unable to return due to extenuating circumstances beyond his/her control. If an employee wishes to return to work before the expiration of the leave, he/she must submit a written request for return to work to the Employer not less than thirty (30) days prior to the date the employee wishes to return. Granting of such requests is subject to the approval of the Employer.
- b. An employee shall be entitled to be returned to his/her former position following termination of a leave not exceeding one (1) year.
- c. The Employer may fill open positions resulting from a one (1) year leave with a temporary employee.
- d. If a new employee is hired for a leave position, fills the position for a period of one (1) year, and is then hired because the employee on leave does not return, the new employee will receive retroactive seniority to his/her original date of hire in that leave position.
- e. If a leave extends for a period beyond one (1) year, the position occupied by the employee on leave shall be posted according to the provisions of Article V.
- f. When the employee on extended leave returns, he/she shall have the right to an open position in the department the employee left provided that the employee has the present ability to perform the work and meets the minimum criteria for the position, and unless another employee with greater seniority on extended leave is also returning to the same department.

g. In the event there is no open position in the department from which the employee left, the employee will be granted any open position in the district according to seniority for which he/she has the present ability to perform the work and meets the minimum criteria for the position. If no openings exist, the returning employee shall have the right to fill the next available opening for which he/she has the present ability to perform the work and meets the minimum criteria for the position.

h. An employee on approved leave without pay shall accrue seniority but shall not advance on the salary schedule nor accrue any benefit based on length of service.

6. Fringe Benefits

a. Employees with three (3) or more years of service with the Employer on approved leaves of absence not exceeding one (1) year in duration will receive hospital, surgical, major medical insurance, and long-term disability coverage at the Employer's expense for one premium payment after the beginning date of the leave. An employee may exercise the option (in writing) for continuance of any coverage at the full group rate cost paid in advance, and without Employer subsidy, for the period of the leave. Exceptions to these criteria are specified in the following sections.

B. Summary of Leave Conditions

Unpaid Leaves

1. An employee shall accrue seniority but shall not advance on the salary schedule and shall not receive Employer-paid fringe benefits for the following leaves:

- a. Public office leave
- b. Study/travel leaves

c. Parental leave

Paid Leaves

2. Unless otherwise specified, an employee shall accrue seniority, shall receive the appropriate salary schedule credit if the leave does not exceed one (1) year (leaves exceeding one (1) year shall be limited to one (1) year's credit), and shall receive Employer-paid fringe benefits for the following leaves:

- a. Sabbatical leave (one-half (1/2) Employer's cost)
- b. Mandatory military leave
- c. Jury duty
- d. Funeral leave
- e. Personal business leave
- f. Medical leaves

C. Unpaid Leaves

1. Public Office Leave

An employee who has completed two (2) years of continuous full-time service and is elected or appointed to a Union or public office shall be granted leave for a period not to exceed four (4) year, which period may be extended at the sole discretion of the Employer. No salary or benefits will be provided by the Employer, nor shall seniority or salary credit accrue.

2. Study/Travel Leave

An employee who has completed two (2) years of continuous full-time service may be granted a leave not to exceed one (1) year for the purpose of study, travel, or other leaves without pay. Such leave shall carry no remuneration or credit on the salary schedule.

The employee shall not gain any seniority nor shall any benefits be provided by the Employer. Fringe benefits may continue if the employee reimburses the Employer in advance at the group rate subject to the policy and rules and regulations of the carrier.

3. Parental Leave

An employee who has completed one (1) year of continuous service may be granted parental leave. Any employee attending a newly born child or a newly adopted child shall be granted a parental leave upon request for up to one (1) year. Parental leave may be extended for one (1) additional year. The employee must make written request for extension of parental leave not less than thirty (30) days prior to the expiration of the first leave.

D. Paid Leaves

1. Sabbatical Leave

- a. Request for sabbatical leave may be submitted by any employee at the end of the seventh (7th) year of employment at WCISD. Subject to the approval of the Employer, sabbatical leave may be granted for one (1) year or one-half (1/2) year. The employee shall submit written plans for the use of the leave time to the Employer at least sixty (60) days prior to the school year in which the sabbatical is granted. The purpose of such leave may include an approved professional study program, work on job-related publications, travel in connection with an approved study program, or similar reasons contributing to the enhancement of the employee's professional growth related to his/her employment in the district.
- b. Remuneration for sabbatical leave shall be one-half (1/2) of the employee's salary and one-half (1/2) of fringe benefits for the leave period.

c. The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the employee will return to the WCISD for not less than one (1) year following the sabbatical leave. If an employee fails to return, he/she shall reimburse the Employer for any wages paid to the employee incidental to the sabbatical.

2. Military Leave

An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when on full-time active duty away from his/her work assignment for a maximum of two (2) weeks per year provided the employee turns over to the Employer proof of the wages earned while on such full-time active duty. In the case of national or civil emergency, State or Federal law will prevail.

3. Jury Duty

An employee who serves on jury duty shall be paid the full amount that would have been earned for each scheduled work day on which the employee reports for or performs jury duty, provided the employee turns over to the Employer the amount received for jury duty, minus parking expenses and mileage for such days. The employee will not be penalized by loss of sick or vacation days and other benefits for jury duty absence provided a statement from the court certifying the days of service is filed with the Employer.

4. Funeral Leave

a. An employee may be granted paid leave up to five (5) consecutive days (excluding weekends) following a death in the immediate family. Immediate family includes spouse, children grandchildren, step-children, parents, foster parents, grandparents, parents-in-

law, brothers, sisters, and any person who lives in the employee's home and whose financial or physical care the employee is primarily responsible for.

- b. The employee shall have one (1) day's leave to attend the funeral of other relative or friend, deductible from vacation time, or from personal business time if the employee has no available vacation time.

5. Personal Business Leave

- a. Each member of the bargaining unit will be granted three (3) days per year for absences of a personal nature.
- b. An employee will submit a written notice to his/her supervisor at least one (1) work day prior to the day he/she wishes to be off. If the situation does not allow for a one (1) day notice, the said employee shall verbally notify his/her supervisor of the emergency and shall submit the written request upon return to work.
- c. Personal business days shall not be used to extend a holiday or vacation leave.

6. Medical Leave

a. Maternity

Absence due to medical disability resulting from pregnancy or any related medical disability shall be treated as any other medical disability, as specified in Section 2, Sick Leave.

b. Sick Leave

The purpose of sick leave days is to provide income continuation for employees who are unable to work because of illness. It is recognized that there is no personal ownership of sick leave days and that they cannot be accrued. However, employees who have accumulated sick leave days as of June 30, 1986 will have those

days grandpersoned and available for use in lieu of 6. b. 2. b. below, provided that once the grandpersoned days have begun to be used they must either be exhausted or the employee must return to work. In addition to the above, up to five (5) grandpersoned days may be used to supplement the annual entitlement as in 1. below. Once said days are exhausted the provision for extended sick leave days may be activated. Subject to the above, the employer will provide annual sick leave days in accordance with the following provisions:

1. Each July 1 employees shall be credited with one day sick leave for each month of his/her employment for said school year. Up to five (5) additional grandpersoned sick days, if available, may be used to supplement this annual entitlement as noted in 6. b. above.
2. When the above is exhausted, the employer shall extend sick leave in accordance with the following provisions:
 - a. The employee must be hospitalized or confined at home under the direction of a licensed medical doctor.
 - b. The employee must then use either five (5) consecutive vacation days or unpaid days. Grandpersoned days, if available may be substituted as indicated in 6. b. above.
 - c. Proof of these conditions must be submitted to the Director of Human Resources. Upon such submission, the Director of Human Resources, in writing and within twenty-four (24) hours, will acknowledge receipt of proof to the employee and authorize the Payroll Department to grant additional sick leave, not to exceed 125 extended sick leave days.

- d. If, after return to work, an employee suffers a relapse of the same or a directly related illness which qualified under Sections 6. b. 2. b. and 6. b. 2. c., he/she must requalify under said Sections, except that the use of five (5) vacation or unpaid days will be waived. In the event an illness transcends more than one fiscal year, the employee is required to use the sick days provided in Section 6. b. 1. In no event shall an employee receive more than 125 total days for any one illness.
- e. In the event an employee suffers a different or unrelated illness, he/she again must meet all provisions of Sections 6. b. 2. b. and 6. b. 2. c. to qualify for up to 125 extended leave days.
- f. During the initial process or during the utilization of any extended sick leave, the employer may ask for a medical certificate from the employee's physician and/or an Employer-designated physician. The expenses of an examination by an Employer-designated physician will be paid by the Employer. If the employee contests the findings of the Employer-designated physician, then the opinion of the Henry Ford Hospital will be considered final. The expenses of the Ford Hospital examination will be equally divided between the Employer and the employee.
- g. While on extended sick leave, the employee shall continue to receive his/her regular salary and will receive any changes in the WCISD salary schedule and any retroactive changes when applicable, the same as if he/she had been working.
- h. It is not the intent of the Employer, in providing ex-

tended sick leave days as outlined in 6. b. 2. b. through 6. b. 2. c. above to supplement or supplant benefits payable under long term disability insurance. It is understood, therefore, that as soon as the employee qualifies for long term disability, he/she will no longer be eligible for extended sick leave pay except as provided in 6. b. 2. d. and 6. b. 2. e. above, and only then if he/she does not qualify under the provisions of the long term disability insurance.

- i. All fringe benefits (including insurance coverages and accrual of paid vacation days) will continue while the employee is utilizing sick leave days and will cease when the employee becomes eligible for long term disability payments. Members utilizing extended sick leave days will be eligible for all fringe benefit improvements negotiated during the term of their illness subject to any restrictions imposed by the insurance carriers involved.

ARTICLE XIII

WORK DAY, WORK YEAR, HOLIDAYS

A. WORK DAY

The normal work day for employees will be eight (8) consecutive hours inclusive of lunch, as scheduled. The normal work week will be five (5) days, Monday through Friday.

B. ADJUSTED TIME

Adjusted time may be arranged with supervisor.

C. WORK YEAR

1. The normal work year may be either a 12-month year or a 10-month year.
2. Members shall observe the school calendar as adopted by the Board of Education.

D. HOLIDAYS

1. The following holidays shall be recognized as days off with pay for all employees:

Labor Day
Thanksgiving Day and the day after
Christmas Eve Day through New Year's Day
Martin Luther King Day
Good Friday and Easter Monday
Memorial Day

The following additional holiday shall be recognized as a day off with pay for 12-month employees:

Independence Day

2. When the holiday falls on a Sunday, Monday will be observed as the holiday. When the holiday falls on a Saturday, Friday will be deemed the holiday and Thursday the "eve holiday." When Christmas Day and New Year's Day fall on Sunday or Monday, Monday will be deemed the holiday and Friday the "eve holiday."
3. Employees working in Directly Operated Programs and/or schools shall follow the holiday schedule of that program or school.

ARTICLE XIV

Vacation Days

- A. Work permitting, vacation days will be granted in accordance with the request of the employee, subject to the approval of the supervisor.
- B. Vacations days will be earned at the following rates beginning at the date of hire and changing each 26 pays.

<u>Year</u>	<u>Increment per 80 hour pay period</u>
1	.580
2	.610
3	.640
4	.670
5	.700
6	.730
7	.760
8	.790
9	.820
10	.850
11	.880
12	.910
13	.940
14	.970
15 and thereafter	.999

- C. Vacation days beyond one years entitlement may not be accrued, except that for purposes of scheduling of vacation, the relevant calendar period shall be September 1 - August 31, and vacations must be taken during an employee's regular (10-month or 12-month) work year.
- D. Unused vacation days will be paid upon termination of employment.

ARTICLE XV
Reimbursement

MILEAGE

Should the Employer require a member to drive his/her automobile from one location to another in the course of work, the member shall be reimbursed according to rate guidelines established by the U.S. Internal Revenue Service and approval of the immediate supervisor.

TUITION

Bargaining unit members who apply may receive tuition reimbursement for courses at an accredited institution when such courses are directly related to the member's present assigned duties, and when the following procedure is followed.

- A. The employee must submit a written request to his/her center director at least two weeks before the course begins. The request must contain the title of the course(s) to be taken, the number of credit hours per course(s) and how it applies to the employee's position.
- B. The Associate Superintendent shall decide and notify the employee in writing of the decision.
- C. Upon successful completion of the course(s) with a proven grade of "C" or better (or "P" in pass/fail course) the employee will be reimbursed at a rate of \$35 per credit hour.

ARTICLE XVI
Insurance Coverage

All insurance benefits are subject to the policy and the rules and regulations of the carrier. For new employees, coverage becomes effective on the first day of the month following the date of employment. For employees returning from leave or layoff, coverage becomes effective on the first day of the month following the date of return to full-time employment.

The Employer shall provide at no cost to the employee:

A. Health Insurance

Full family Blue Cross/Blue Shield 4.0 Plan, or equivalent coverage, with a \$2.00 deductible for each prescription, or Health Alliance Plan - HMO option.

B. Life Insurance

Group life insurance coverage in the amount of forty thousand dollars (\$40,000) with a like amount for accidental death and dismemberment (A.D. and D.).

C. Dental Insurance

Full family Class I benefits (routine treatment), 80% paid by insurer, 20% by employee. Class II (major treatment), 50% by insurer, 50% by employee. Class III (orthodontics), 60% by insurer, 40% by employee. Annual maximum for Classes I and II - eight hundred dollars (\$800). Class III - (maximum life time per person) - eight hundred dollars (\$800).

D. Long-term Disability

Long-term disability insurance, which provides up to sixty percent (60%) of the employee's base contract salary to be determined at the beginning of the year but no more than \$1,700 per month. Benefits payable to be offset for full family Social Security, Worker's Compensation, Michigan Public School Employees Retirement System payments. Coverage will also include standard cost of living adjustments. Benefit payments under this long-term disability provision will begin after an elimination period of 180 consecutive calendar days of disability and will continue until the disability ceases or until age 70, whichever is sooner.

ARTICLE XVII
MANAGEMENT RIGHTS

The Employer, on its own behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including rules and regulations of the foregoing, the right:

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

respect to administrative and non-instructional activities and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion of this Agreement shall be limited only to the extent such terms hereof are in non-conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States or conflicts with the express written language of this Agreement.

ARTICLE XVIII

NO STRIKE, NO LOCKOUT

The parties recognize that concerted work stoppages are prohibited by Michigan law. Moreover, for the duration of this agreement neither the Union nor its officers will engage in, authorize, encourage or support any concerted interruption of district services or subsidiary related activities to a cessation, withdrawal, or withholding of services, either in whole or in part, by members of the bargaining unit for any reason, nor shall the Employer authorize a lockout.

Individual employees, or groups of employees who, without the support of the Union, instigate, aid, or engage in a work stoppage, slowdown, or strike may be disciplined or discharged.

ARTICLE XIX
NEGOTIATION PROCEDURES

- A. Negotiations for a new agreement, or modifications of the existing Agreement, shall be at a time, date, and place mutually determined by the Employer and the Union. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Union.

- B. 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 own representatives. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representative will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

ARTICLE XX
COMPENSATION

Placement on the salary schedule, shown in Appendix B, for other than data processing positions, will be based on the degree requirements of the position.

Placement on the data processing salary schedule, shown in Appendix C, will be as follows:

Track A: Computer Operators, Office Automation Technicians,
Data Technicians

Track B: Field Engineers, Internal Programmers

Track C: Support Consultants, System Programmers, Leaders

Additional compensation will be paid annually for all positions as recognition of degree attainment for up to two (2) degree levels beyond that required by the position:

Associates Degree	\$ 250.00
Bachelors Degree	\$ 750.00
Masters Degree	\$1,000.00
Education Specialists Degree	\$1,250.00
Doctor of Philosophy/Education Degree	\$1,500.00

Such compensation is non-additive and non-cumulative.

Additional compensation will be paid annually for all positions on the data processing schedule only as recognition of levels of responsibility for those positions:

Level II	\$ 250.00
Level III	\$ 250.00
Leader	\$ 250.00

Such compensation is additive but not cumulative.

Additional compensation of \$1,000.00 will be paid annually for all positions in the Management Intern Program as recognition of the level of responsibility for these positions. Such compensation is additive but not cumulative.

Salary schedule increases are as follows:

1988-89 - 5%

1989-90 - 5%

1990-91 - 5%

**ARTICLE XXI
RATIFICATION**

The Union agrees to submit this Agreement to the employees of the Union covered by this Agreement for ratification by them on or before August 9, 1988 and the MFT representative and the Union officers will recommend to the employees that it be ratified.

The signatures below indicate ratification by both parties.

FOR THE EMPLOYER:

Beverly Hall Burns

Clare Ebersole

James Greiner

Geneva Titsworth

FOR THE UNION:

Tom Kage

Sheryl Kereluik

Fred Acerrì

David Soebbing

Catherine Manuel

Henry Cade

Joe Crowell

SALARY SCHEDULE UNIT 06 WCSSF
NON-DATA PROCESSING

DEGREE STEP	7/1/1988 to 6/30/1989	7/1/1989 to 6/30/1990	7/1/1990 to 6/30/1991
N 1	20,070	21,074	22,128
N 2	20,974	22,023	23,124
N 3	21,917	23,013	24,164
N 4	22,903	24,048	25,250
N 5	23,933	25,130	26,387
N 6	25,011	26,262	27,575
N 7	26,137	27,444	28,816
N 8	27,314	28,680	30,114
N 9	28,540	29,967	31,465
N 10	29,824	31,315	32,881
A 1	23,487	24,661	25,894
A 2	24,543	25,770	27,058
A 3	25,648	26,930	28,277
A 4	26,803	28,143	29,550
A 5	28,010	29,411	30,882
A 6	29,270	30,733	32,270
A 7	30,587	32,116	33,722
A 8	31,962	33,560	35,238
A 9	33,401	35,071	36,825
A 10	34,905	36,650	38,482
B 1	29,541	31,018	32,569
B 2	30,870	32,414	34,035
B 3	32,260	33,873	35,567
B 4	33,712	35,398	37,168
B 5	35,229	36,990	38,840
B 6	36,813	38,654	40,587
B 7	38,471	40,395	42,415
B 8	40,201	42,211	44,322
B 9	42,012	44,113	46,319
B 10	43,903	46,098	48,403
M 1	34,562	36,290	38,105
M 2	36,118	37,924	39,820
M 3	37,742	39,629	41,610
M 4	39,440	41,412	43,483
M 5	41,218	43,279	45,443
M 6	43,072	45,226	47,487
M 7	45,009	47,259	49,622
M 8	47,036	49,388	51,857
M 9	49,153	51,611	54,192
M 10	51,365	53,933	56,630

SALARY SCHEDULE UNIT 06 WCSSF

DATA PROCESSING

TRACK	STEP	7/1/1988 to 6/30/1989	7/1/1989 to 6/30/1990	7/1/1990 to 6/30/1991
A	0	19,165	20,123	21,129
A	1	20,070	21,074	22,128
A	2	20,974	22,023	23,124
A	3	21,917	23,013	24,164
A	4	22,903	24,048	25,250
A	5	23,933	25,130	26,387
A	6	25,011	26,262	27,575
A	7	26,137	27,444	28,816
A	8	27,314	28,680	30,114
A	9	28,540	29,967	31,465
A	10	29,824	31,315	32,881
B	1	23,487	24,661	25,894
B	2	24,543	25,770	27,058
B	3	25,648	26,930	28,277
B	4	26,803	28,143	29,550
B	5	28,010	29,411	30,882
B	6	29,270	30,733	32,270
B	7	30,587	32,116	33,722
B	8	31,962	33,560	35,238
B	9	33,401	35,071	36,825
B	10	34,905	36,650	38,482
C	1	29,541	31,018	32,569
C	2	30,870	32,414	34,035
C	3	32,260	33,873	35,567
C	4	33,712	35,398	37,168
C	5	35,229	36,990	38,840
C	6	36,813	38,654	40,587
C	7	38,471	40,395	42,415
C	8	40,201	42,211	44,322
C	9	42,012	44,113	46,319
C	10	43,903	46,098	48,403

MEMORANDA OF UNDERSTANDING

Benefit Eligibility

Increments are granted each July 1 provided the employee has worked one-hundred twenty (120) work days prior to the increment.

New Hires

Based upon the employer's discretion a new hire may be placed as high as the mid point of the appropriate salary range.

Grandpersoned Position

Exceptions to the contractual placement of employees are as follows:

	<u>Placement</u>
Transportation Supervisor	B
Consultant-Public Relations	M
Consultant-Food Service	M
Assistant Internal Operations-	
Finance	B
Consultant - Testing	M

It is recognized that the persons presently in the above positions are grandpersoned at the placement noted and will receive any available step increases from thereon. When the positions become vacant they will be filled and individuals placed on the appropriate salary track according to the position requirements.

ADDITIONAL NEGOTIATED AGREEMENTS

Negotiated agreements between WCISD and WCSSF, in addition to contract language:

- (1) Employer to post four (4) positions and no guarantees as to part-time or full-time nature of position or as to the individual who will be selected for the position. (For clarification purposes only, the four referenced positions are those whose present titles are Consultant--Gifted/Talented; Curriculum Resource Services Consultant; Reference Specialist; and Staff Development Specialist.
- (2) Vacation accrual for purposes of Article XIV (C) will be calculated on an annual, not a daily, basis.
- (3) Letter of Understanding:
Employees in the bargaining unit who disagree with their placement on the salary schedule as to no degree, associate degree, bachelor's degree, master's degree, Track A, Track B, or Track C; or II, III or Leader may request review of such placement according to the following:
 1. Put the request in writing to the employee's Center Director, who shall discuss the request with the employee and then recommend approval or denial to the appropriate Associate Superintendent. The Associate Superintendent will review the request and recommendation then forward it to the Superintendent with his/her own recommendation. The Superintendent will notify the employee of the decision, with copies to the Associate Superintendent and Center Director.
 2. The Employer will endeavor to decide a request within thirty (30) working days.

3. If a request for placement change is approved by the Board of Education, it will be retroactive to the date the employee made the request in writing pursuant to this letter. In no event shall such date for retroactive effect be earlier than the date of execution of this letter.
4. Other than the procedural aspects of 1-3 above, nothing in this letter of understanding shall be subject to the grievance process of the contract between WCSSF and WCISD. A decision by the Employer to grant or deny reclassification is not grievable.
5. The terms of this letter shall expire on the date of expiration of the 1988-1991 contract between WCSSF and WCISD.

Union

Employer

Date: _____

Date: _____

(4) Classification

- 4 Head Start Directors to Project Director (MA)
- 1 Technical Resource Assistant to Specialist (MA)
- 1 Data Technician (only one) to Support Consultant (DP Track C)
- 1 Speech and Language Specialist to Specialist-Speech/Language (MA)
- 1 Consultant Computer Based Learning to Consultant (MA)
- 1 Computer Operator I to Computer Operator II (DP Track A)

The placement on the new salary schedule which is a higher classification than they are currently in will be as follows:

1. The employee shall be placed on the next highest step on the salary schedule.
2. The employee will then be placed on the new salary schedule at the lowest step which reflects an increase in pay.

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