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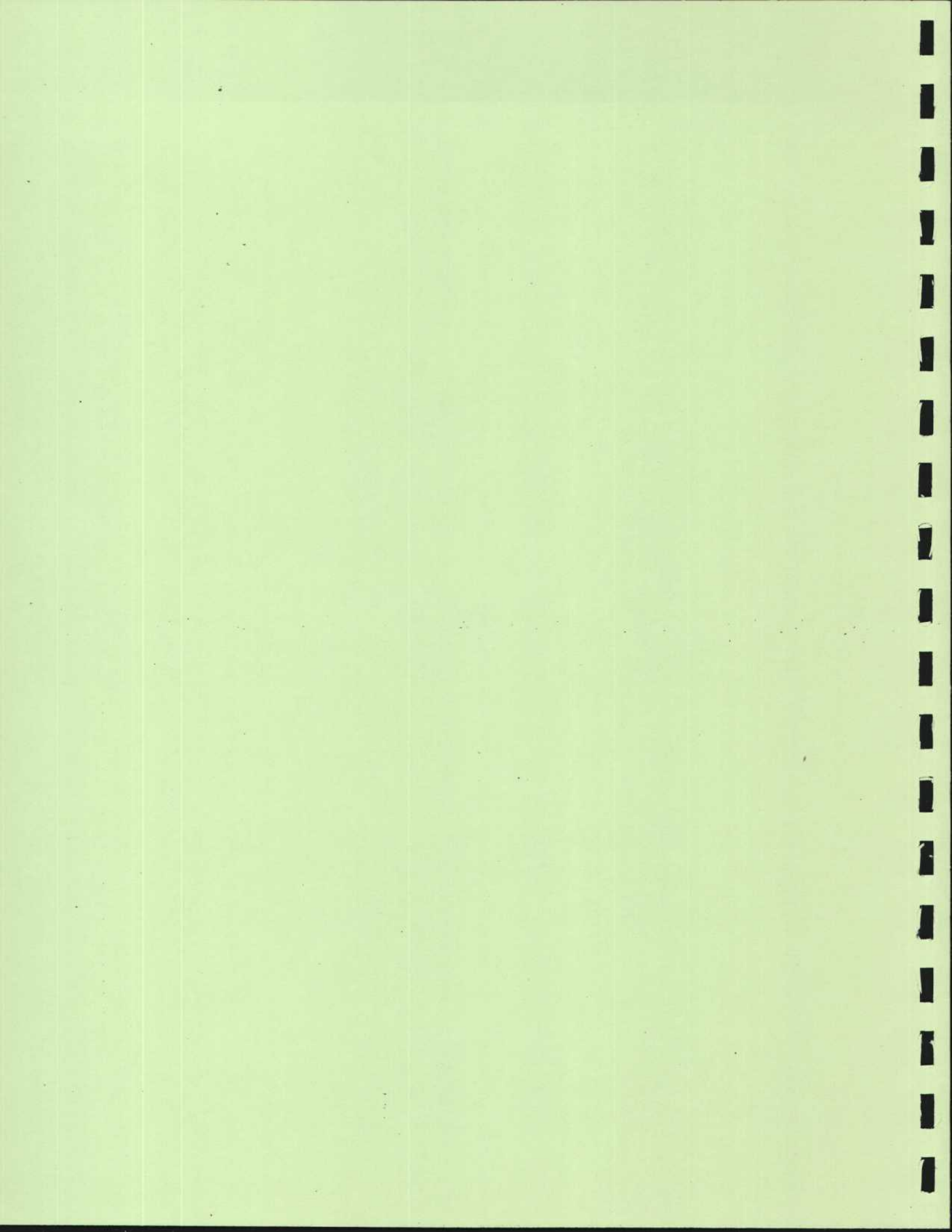
*Wayne County Intermediate School District*

# AGREEMENT BETWEEN

LOCAL 1428 AFFILIATED WITH COUNCIL NO. 25,  
AND THE INTERNATIONAL UNION OF THE  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
AND WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

July 1, 1986-June 30, 1990

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



**AGREEMENT  
BETWEEN THE  
LOCAL 1428 AFFILIATED WITH  
COUNCIL #25 AND THE INTERNATIONAL UNION OF  
THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
AND  
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**PREAMBLE**

This Agreement, entered into this December 16, 1987 is between the Wayne County Intermediate School District (hereinafter referred to as the "Employer" and the Local 1428 affiliated with Council #25 and the International Union of the American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter referred to as the "Union").

**WITNESSETH**

Whereas the Employer and the Union mutually recognize and acknowledge that the best interests of the children and of the community will be protected and served by an Agreement between the parties during the term of this Agreement.

It is hereby mutually agreed as follows:

also to be

## ARTICLE 1 - RECOGNITION

### 1.1 Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole and exclusive representative for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the terms of this Agreement for all regular full-time and part-time instructional aides and couriers in SMI, SXI, and TMI programs directly operated by the District, trainable aides in TMI and non-professional employees in SMI, SXI, and TMI programs directly operated by the District, and all full-time and part-time caregivers as described in Certification of Representative No. R87A-16 dated March 9, 1987; but excluding employees represented by the certified teachers bargaining unit, the clerical bargaining unit, caregivers, supervisors, administrative consultants and all other employees of the School District.

1.2 The Employer recognizes the established rights, responsibilities and values of the Union and has no objections to its employees becoming members of the Union.

1.3 All employees shall receive equal coverage of this contract regardless of source of funding for the position.

## ARTICLE 2 - UNION SECURITY

### 2.1 Agency Shop

As a condition of employment, each member of the bargaining unit on or before the thirtieth (30th) day after the effective date of this Agreement or on or before the thirtieth (30th) day after employment in the bargaining unit, whichever is later, and regularly thereafter, shall tender to the Union either periodic and uniformly required union dues, or in the alternative, service fees in an amount equal to dues uniformly required of Union members.

Employees, hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement shall fall under this provision.

### 2.2 Union Dues and Initiation Fees

- A. Payment by Check-Off: Employees who elect to become Union members shall tender the initiation fee and monthly membership dues by signing the Authorization for Checkoff of Dues form.

Check-Off form: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-Laws of the Union from the pay of each employee who executes or has executed an "Authorization for Check-Off of Dues" form.

- B. When deductions begin: Check-Off deductions under all properly executed Authorization for Check-Off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay and each pay thereafter.
- C. Remittance of dues to financial officer: Deductions for each pay period shall be remitted to the designated financial officer of the local Union with a list for whom dues have been deducted.
- D. Termination of Check-Off: An employee shall cease to be subject to Check-Off deductions beginning with the pay period immediately following the pay period in which he/she is no longer a member of the bargaining unit.
- E. Payroll deductions will be irrevocable for the duration of the Agreement.

- 2.3 The Union will defend, indemnify, and save harmless the Employer from any and all claims, demands, suits and other forms of liability at its own expense by reason of action taken by the Employer to comply with this Article.

### ARTICLE 3 - EFFECT OF AGREEMENT

- 3.1 The parties agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary consent of the parties in an amendment hereto.
- 3.2 For the duration of this Agreement, the Union will not engage in, authorize, encourage any concerted interruption of educational or subsidiary related activities due to a cessation, withdrawal or withholding of services either in whole or in part by members of the bargaining unit for any reason, and no officer or representative of the Union or member of the bargaining unit shall be empowered to provoke, instigate, cause, participate in, assist, encourage or prolong any such prohibited activity, nor shall the Employer authorize or encourage the same nor lock out the employees.
- 3.3 The Board has the sole responsibility and authority to establish, manage, and direct, in behalf of the public, all of the operations and activities of the School District to the full extent authorized by law. The Union recognizes the Board's right to manage its affairs and direct its work force and to maintain School District operations and services as efficiently and at the lowest cost possible consistent with fair labor standards. The Board reserves the right to promulgate and enforce reasonable work rules and regulations in order to maintain order and discipline. The Board further retains the right to discipline and discharge employees for just cause. It is further recognized that the Employer has all the customary and usual rights, powers, functions and authority of management, including but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the type of services it shall provide; to maintain order and efficiency in its operations; to hire, layoff, assign, reassign, schedule, transfer and promote employees; to determine the size and composition of the work force and the qualifications of its employees; and all rights and prerogatives exercised in the past, so long as the exercise of these rights do not conflict with the expressed terms and conditions of this Agreement.



#### ARTICLE 4 - GUARANTEE OF RIGHTS

- 4.1 The parties agree that there shall be no discrimination against any employee nor against any applicant for employment by reason of race, creed, color, sex, national origin, or physical handicap if it does not interfere with working function.
- 4.2 The Employer agrees that there shall be no discrimination against any member of the bargaining unit by reason of membership in the Union.
- 4.3 The Employer agrees that its enforcement of discipline will be fair and for just cause.
- 4.4 When an action by an employee merits a written report by his/her Employer, the Employer must provide triplicate copies, with one (1) copy to employee, steward and Management.
- 4.5 Employees shall have the right to review their personnel files upon written request to the Employer. The employee may request, and shall be granted, Union representation during this review. Only one (1) file shall exist on each employee.
- Any disciplinary material placed in an employee's file shall be signed by the employee; and said signature shall be for the purpose of indicating the employee has read the material and shall not necessarily indicate that the employee agrees with the material.
- 4.6 The Employer shall make available to the Union, upon written request, within a reasonable time, statistics, records, work schedules or other information which the Union needs for preparation of bargaining demands, for implementation of the terms of this Agreement or for processing grievances arising out of this Agreement.
- 4.7 An official copy of all regular Board meeting minutes shall be given to the Union President.
- 4.8 The Union shall submit to the Director of Programs a current list of all duly elected Union officials, stewards and alternates within ten (10) days of any change.

## ARTICLE 5 - REPRESENTATION

- 5.1 The members of all Union committees recognized by the Employer for purposes of collective bargaining shall have to be full-time seniority employees (employees who have completed a ninety (90) work day probation period) with the Wayne County Intermediate School District.
- 5.2 The names of all such committee members shall be submitted in writing to the Employer by the Union upon election or appointment to a recognized committee.
- 5.3 The Employer agrees to recognize a bargaining committee which shall be composed of no more than six (6) persons to include the Union President, Vice-President, Secretary and, to the extent possible within the numeric limitation of six, one (1) representative from each center not represented by the President, Vice-President and Secretary. The President will send administration, at the starting of negotiations, a letter consisting of the names of the bargaining team.
- 5.4 Aid to Other Unions  
The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.
- 5.5 The Employer agrees to meet with members of the Union Executive Committee in special meetings on important matters. These meetings will be arranged at the convenience of the parties, provided that the party requesting the meeting submits an agenda with the request setting forth the matters of importance to be taken up. The meeting shall be confined to consideration of the items on the agenda. These meetings shall be scheduled to commence no later than 3:00 p.m.

## ARTICLE 6 - GRIEVANCE PROCEDURE

### 6.1 Definitions

- A. A grievance is an alleged violation or misapplication of a specific article or section of this contract.
- B. An aggrieved person shall mean any member of the bargaining unit or the Union in its own behalf filing the grievance.
- C. The term "days" as used in this Article shall mean working days, except where otherwise indicated.

### 6.2 Procedure for Adjustment of Grievances

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

- Step 1: Within five (5) working days following the occurrence of the event or act or the date on which the grievant should with reasonable diligence have discovered the act or event which is the basis of the grievance, the employee must request a conference with the immediate supervisor to discuss the grievance on an informal basis. Said confidential proceedings will be between the immediate supervisor and the employee, unless waived, in writing, by the employee. If such a waiver is made, a Union representative may be present upon the employee's request. Said conference shall be held within five (5) working days of the request.
- Step 2: In the event the grievance is not resolved at Step 1, the Union may file a written grievance with the grievant's immediate supervisor citing the applicable contract article or section. Said grievance form shall be filed within five (5) working days after the Step 1 conference. Within five (5) working days the supervisor will give a written reply to the employee filing the grievance with copies to the Director of Programs. If the supervisor does not provide a written answer to the grievance within five (5) working days, the grievance will automatically be advanced to the next step of the grievance procedure.
- Step 3: If not resolved at Step 2, the grievance may be appealed to the Director of Programs. Said appeal shall be made within five (5) working days after the employee's receipt of the supervisor's decision. The Director of Programs shall investigate the grievance and give written disposition to the aggrieved employee and the Union within ten (10) working days after receipt of the grievance. If the supervisor does not provide a written answer to the grievance

within ten (10) working days, the grievance will automatically be advanced to the next step of the grievance procedure.

- 6.2 Step 4: If the grievance is not resolved at Step 3, the decision of the Director of Programs may be appealed to the Superintendent. Said appeal shall be made within five (5) working days after the grievant's receipt of the administrator's decision.
- a. Within thirty-five (35) calendar days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in the hearing shall be given at least five (5) working days written notice of the hearing.
  - b. Not more than five (5) working days after the hearing of the appeal, the Superintendent shall communicate his decision in writing together with supporting reasons to the aggrieved employee and the Union.

Step 5: Within sixty (60) calendar days after receipt of the decision of the Superintendent, the Union may appeal the decision to binding arbitration under the auspices and rules of the American Arbitration Association. The location of the arbitration hearing shall be at the Wayne County Intermediate School District Board of Education.

The arbitrator's ruling shall be final and binding on the employee, Union and Employer.

### 6.3 General Principles

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of an authority higher than the immediate supervisor, it may be initiated at a step other than Step 1 of the grievance procedure by mutual consent of the Employer and the Union.
- C. Every attempt should be made by the parties so the grievance procedures do not interfere with ongoing instruction of the children.
- D. 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.
- E. When possible, hearings and conferences must be held during duty hours. Affected persons who are required at the hearing or conference, pursuant to this Article, and whose duty hours are affected, shall be excused with pay for that purpose.

- F. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 6.3 G. Failure by the Union at any step of this procedure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.
- H. Failure by the Employer or his/her designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance unless the grievant requests monetary relief in which event the grievance shall be deemed automatically advanced 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 reduced to writing and signed by the parties. The arbitrator shall be bound by the time limits set forth herein, and shall have no power to extend such limits.
- J. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- K. The Employer and the Union each shall bear the full costs for its representative counsel in the arbitration.
- L. The fee of the American Arbitration Association and the arbitrator shall be paid half by the Union and half by the Employer.
- M. It is the intention of the parties, where possible, that the issue(s) to be arbitrated, the relevant facts comprising the issue(s), and the remedy or remedies sought shall be jointly stipulated by the Employer and the Union.
- N. No arbitrator shall hear more than one (1) grievance at any one (1) hearing without the mutual consent of the Employer and the Union.
- O. The primary purpose of this grievance procedure is to secure equitable solution at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.



## ARTICLE 7 - SENIORITY

### 7.1 Seniority Lists

Seniority of all bargaining unit members shall commence with the first day of regularly assigned, non-substitute work. The Union shall be furnished with a list setting forth each employee's name and date of seniority.

The seniority list shall be maintained as follows:

- A. Present employees who begin work on the same date shall have their seniority determined by alphabetical sequence according to the name at time of hire.
- B. As of September 1, 1983, when more than one (1) new employee begins work 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.

The list shall be revised annually with copies given to the Union. For purposes of layoff, transfer or promotion county-wide seniority will be applicable.

If center class assignments are changed, the Employer has the right to assign homerooms based on the employee's choice of student classification and the employee's seniority. So long as there is a modular program, assignments in the Skill areas will be based on the employee's choice of the Skill area, student classification and seniority. For the purposes of bidding, instructional aides may select assignments according to student classification and age grouping or Behavior/Resource Room.

For the 1988-89 school year, bidding within centers for class assignments for instructional aides shall be done by employee seniority. For the purposes of the bidding, employees may select assignments according to student classification and age grouping, or Behavior/Resource Room.

### 7.2 Application of Seniority

A list of employees will be developed which will state the date of the first day of regular work for seniority within the unit and also the date of the first day of work for retirement purposes.

### 7.3 Probationary Period

New employees hired into the unit from the outside shall be probationary for ninety (90) work days of employment. New employees while in their probationary period may be terminated, and the Employer shall not have to show cause. They shall be represented by the Union for all purposes under this Agreement during the probationary period except that no protest may be entered against termination during said probationary period except for discrimination.

### 7.4 Loss of Seniority

Seniority shall be broken, and the employee shall be removed from the seniority list for the following reasons:

- A. If the employee quits.
- B. If he/she is discharged and the discharge is not reversed through the grievance process of this Agreement.
- C. If he/she is absent for four (4) consecutive working days without notifying the Employer.
- D. If he/she fails to return to work from layoff when recalled from layoff as set forth in the Recall Procedure provided herein.
- E. If he/she overstays a leave granted for any reason as hereinafter provided.

### 7.5 Position Postings

Except as provided in Section 7.8 of this Agreement, all vacant bargaining unit positions will be posted; and the position will be filled on the basis of seniority.

### 7.6 Protected Seniority

Preferential seniority against layoffs shall be granted to the bargaining committee during contract negotiations, and the union officers whose presence on the job is essential to contract administration.

### 7.7 Layoffs

Reduction in the work force shall be effected through the following procedure:

- A. All probationary employees shall be immediately laid off.
- B. If additional employees must be laid off, employees with the least seniority shall be laid off.



- C. Employees who are laid off shall continue to earn seniority for the period of the lay-off up to but not exceeding one (1) year. Employees shall not accumulate seniority for any period of time beyond one (1) year of this lay-off period.
- D. For the purpose of layoff, the employees who remain must be qualified based on the job description to perform the available work.

7.8 Reduction of Staff

When a reduction of staff is necessary, the least senior person within the center staff to be reduced shall have the right to any open position. In the event there is no open position, the employee shall bump the least senior employee.

7.9 Recall

Whenever a vacancy occurs, the position shall be filled by the most senior qualified employee who has filed with the District a written transfer request within the school year in which the position becomes available. Transfer requests must be submitted by June 1 of each school year. If no transfer requests for a particular vacancy are on file, the vacancy shall be filled by recalling the first eligible employee who has been laid off and who is qualified to perform the available work. If there are no transfer requests on file and no employees available to be recalled, the vacancy shall be posted. Posted positions will be filled on the basis of seniority provided the employee is qualified to perform the work of the position. Seniority shall be based upon length of continuous service with the District.

Laid off employees shall be recalled in the inverse order of the layoff. The most senior employees shall be recalled to the first opening. Recall will be by written certified notice, return receipt requested to the employee's last known address on file with the school administration and shall require that the employee report for work within three (3) days after the date of delivery or proof of non-delivery. If the employee does not report for work, said employee shall be terminated.

In the event of extenuating circumstances, an employee may phone the Employer and follow up with a certified letter requesting a fifteen (15) day extension from the date of delivery of the recall notice which such request shall be granted.

7.10 Advance Notice of Layoffs

Employees to be laid off shall receive a minimum of three (3) calendar weeks notice. The Employer shall secure a receipt of said notice. This shall not apply in case of strikes and other work stoppages.

#### 7.11 Process for Filling Vacancies

Except as provided in Article 7.8, 7.9 and 7.10, all vacant bargaining unit positions will be posted; and the postings will be filled on the basis of county wide seniority provided the employee is qualified to perform the work of the position. When a vacancy exists within the building, open bargaining unit positions shall be posted for five (5) working days at all work locations setting forth the job title, location of the opening and also the qualifications necessary to perform the job. These qualifications shall relate to the specific job to be filled.

For purposes of filling a position of an individual on leave pursuant to Article 17, a vacancy shall exist on the 61st calendar day following commencement of the leave, if the employee on leave has not returned from leave.

Positions shall be filled in the following manner:

1. Internal transfers according to seniority within the building where the vacancy exists.
2. External transfers according to seniority on a county-wide basis.
3. New hires.

#### 7.12 Posting of Notices

Posting of vacancies shall be by the Employer, at all locations, with copies of such postings sent to the President of the Union.

#### 7.13 Trial Period

The most senior bidder who meets the requirements posted for the job shall be assigned the opening and moved to the job as soon as can be arranged.

When an employee successfully bids on a different position, the resulting vacancy may be filled with a substitute for no longer than five (5) working days during which time the successful bidder may be deemed by the Employer to be unsatisfactory or may elect to reject the position. If the employee remains in the position, the resulting vacancy shall be posted at the end of the five (5) day trial period.

Any employee who takes a position in a behavior room or a resource room who has not previously held a position in such a room in the district, shall be for the first twenty (20) duty days on a trial period during which time she/he may be deemed by the Employer to be unsatisfactory or may elect to reject the position. A resulting vacancy may be filled during a twenty (20) duty day trial period for no longer than twenty (20) duty days.

The Employer or employee may elect to end a trial period before it is up, and the employee shall be returned to his/her previous position.

7.14 Temporary Classification Assignments

If an employee is temporarily placed in a lower classification in this unit (Local 1428) than that in which he/she is regularly assigned, no reduction in pay will be effected. If an employee is temporarily placed in a higher classification in this unit (Local 1428) for one (1) full day or more in which he/she is regularly assigned, the affected employee shall be paid at the rate of the higher classification in this unit (Local 1428) of time spent on the assignment.

7.15 Extended Year Employment

- A. Applications for the extended year by all interested employees must be submitted in writing, to the Personnel Director on or before March 15, or hereafter within ten (10) days following date of employment for employees who are hired after March 15, during the school year.
- B. The Employer shall notify such employees by written memorandum, as soon as possible but no later than June 10 of that year, providing the dates, location, and staff assignment for the supplemental program.
  1. In making such a determination, the Employer shall be guided in the first instance by whether or not funds are available for a summer program, the length of time such program will be offered, number of children to be served, at what location(s) the program will be offered, the type of program to be offered, and/or calendar changes issued by the State of Michigan.
  2. If the number of applications for such positions exceeds the number of positions available, the Employer shall be guided in making its selection of staff by the following criteria:
    - a. Employees within this bargaining unit.
    - b. Whenever extended year programs are mandated by state law, employees who are working in extended year programs during the regular school year will be given first option for extended year employment with his/her present assignment.
    - c. Other positions available will be given to employee(s) within this bargaining unit with the most senior service in the system who have the appropriate approvals.

- d. Members of this local will be placed on a preferential substitute list for the summer.
- C. All bargaining unit employees are 10-month employees.
- D. Employees working the extended school year shall be compensated at the per diem rate set forth in Article 23 of this Agreement.
- E. The 10-month salary schedule shall be spread over the days worked and days not worked in the school calendar. The rate of pay for the extended school year shall be a per diem rate spread over the extended session which includes the July 4 holiday.

7.16 Work Stations

Employees excluded from the bargaining unit will not be permitted to perform work on any instructional or hourly job except as follows:

- A. During an emergency when a substitute is not readily available.
- B. Instructing or demonstrating experimental, developmental or innovative procedures.
- C. In evaluating an employee and/or children.

7.17 Sub-Contracting

The administration will not contract out any work presently being performed by bargaining employees with the following exceptions:

- A. In the event a school district other than the Wayne County Intermediate School District elects to provide its own transportation.
- B. When facilities are leased which include maintenance (custodial) services.
- C. Any transfer of bargaining unit work consistent with past practice or the transfer of Employer operated programs to other school districts.

7.18 Temporary Employees

Day-to-day absences, where regular employees are not available for assignment, shall be filled by substitutes or reassignments.

7.19 Rehired Employees

Employees who are rehired within ninety (90) days of termination shall be returned to their original salary level and benefit level. After a ninety (90) day period, rehired employees will be treated as new employees in all respects including benefits.

7.20 Reporting Absences

To report an absence, the employee will call the designated number between 4:00 p.m. and 6:30 a.m. To report plans to return, the employee will either call the center before 2:45 p.m. on the day prior to returning, or the designated number between 4:00 p.m. and 6:30 a.m.

Calls made to the designated number between 6:00 a.m. and 6:30 a.m. will be processed after those made by 6:00 a.m.

7.21 Disciplinary Procedure

The Employer agrees that employees shall only be disciplined for just cause. With the exceptions of (A) acts that, the Employer determines, warrant immediate discharge and (B) acts, that the Employer determines, are serious enough to forgo some of the warnings, the Employer agrees to follow the procedures as set forth:

- A. Verbal
- B. Written warning
- C. Suspension
- D. Discharge

An employee, whenever possible, shall be notified in advance, in writing, concerning the time, place and reason(s) of any disciplinary conference.

Such conferences and reprimands will be considered in private between the affected employee, union representative and appropriate administrative personnel.

Any written report of such a conference prepared by the Employer shall be signed by all parties indicating only that such a report has been read by the employee. The employee may affix his/her response, reactions, within three (3) working days.

7.22 Notice of Discharge or Discipline

Upon any such action being taken against any employee, the Employer agrees to promptly furnish the employee and the Union President, in any event, a written copy of the notice of discharge or discipline.



7.23 Discussion of Action Taken

At the request of the employee or the steward, they shall be allowed a reasonable time to discuss the action taken on the school premises. The appropriate administrator shall also discuss such action with the employee and/or the steward upon the request of either of them.

7.24 Appeal of Discharge or Discipline

If the employee or the steward reasonably believes the action taken to be unwarranted in the particular case, a written and/or verbal appeal within five (5) days of the action may be made through the Grievance Procedure. At the option of the Union the written appeal may be filed at Step 3 of the Grievance Procedure.

7.25 Use of Past Record

In imposing disciplinary penalty on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously.

## ARTICLE 8 - HOURS OF WORK AND OVERTIME PAY

- 8.1 The parties to this Agreement mutually subscribe to the principle of a fair day's pay for a fair day's work.
- 8.2 The normal work week shall be Monday through Friday.
- 8.3 A. The regular work day for instructional personnel shall consist of no more than eight (8) consecutive hours between the hours of 7:30 a.m. and 5:30 p.m. Although the working day is defined as eight (8) hours in the contract, schedules will be adjusted so that the instructional day will be close to seven (7) hours, without a reduction in the annual salary. Beginning and ending times will be established based on transportation and other contingencies for each program location. Notice of changes in schedules will be given to employees at the earliest possible time.
- B. Instructional aides shall be responsible for bussing assignments. Bussing will be from the building to transportation. Bussing will begin at the arrival of transportation.

Representatives of this bargaining unit shall be a part of any discussions to develop an orderly and safe dismissal procedure.

- 8.4 A regular shift shall be eight (8) hours including a paid lunch time of not less than forty-five (45) minutes nor more than fifty (50) minutes per day without interruption by the Employer or students. Employees unable to take the prescribed amount of time shall receive compensatory time to be taken within a thirty (30) day period.
- 8.5 All programs shall be operated on a regularly scheduled basis not to exceed eight (8) hours on a continuous basis.
- 8.6 Employees of this bargaining unit shall not transport children in their private vehicles.
- 8.7 All work performed by couriers with the Wayne County Intermediate School District in excess of forty (40) hours in a work week will be paid at the rate of time and one-half. Saturday work shall be time and one-half. Other employees may receive compensatory time for required work in excess of forty (40) hours per week to be used within a bi-weekly pay period.
- 8.8 Double time will be paid for all work required by the Wayne County Intermediate School District on Sundays and holidays.



- 8.9 In the event of an Act of God and centers are not closed, an employee who arrives during the school day shall be paid for the complete shift.

In the event severe weather or any other Acts of God prevents the opening of schools, the School District will put the school closing information on the radio by 7:15 a.m. on any given day. If you do not hear by 7:35 a.m., the Wayne County Intermediate School District listed as one of those schools that will be closed, the school system will operate.

- 8.10 In such case that heating is inadequate, defined as the temperature being 60 degrees or below at 8:00 a.m. and if there is no heat coming from the radiator, it shall be the Building Principal and/or Supervisor's responsibility to notify the employee if school is to be cancelled. When the school day is cancelled, the employee shall receive a full day's pay for said day. The employee shall not remain in the affected building and shall be reassigned to other centers or work locations within the first hour. If an employee requests to go home, the request shall be made in writing; and the employee shall not be paid for that day.

8.11 Computation of Back Wages

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his/her regular rate.

## ARTICLE 9 - PHYSICAL EXAMINATIONS

9.1 The Employer will provide time and make arrangements for all physical examinations required of all employees covered by this contract.

### 9.2 Challenge of Examination Report

In the event the report of the examining physician is challenged by the Employer, the following procedure shall be followed:

- A. The protesting party may elect to require the affected employee to be examined by a physician of the protesting party's choice, at the protesting party's expense.
- B. If the reports of the two (2) examining physicians are in disagreement or conflict, the respective Bargaining Committee shall meet and endeavor to reconcile the difference.
- C. In the event mutual agreement cannot be reached to equitably and amicably dispose of the dispute, the controversy shall by-pass the grievance procedure; and instead, the affected employee shall be examined at the equally shared cost of the Employer and the employee by an appropriate specialist in the area of controversy at the Ford Hospital, or the University of Michigan Hospital at Ann Arbor, for final determination in the matter which shall be binding on the parties.

## ARTICLE 10 - MISCELLANEOUS

### 10.1 Bulletin Boards

Bulletin boards will be provided in each building which the Union may use in posting notices pertinent to the business of the Union. A copy of all notices will be forwarded to the school administration prior to posting.

### 10.2 Use of School Facilities

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business, as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of the premises and without incurring additional cost to the School District.

### 10.3 New Jobs

New jobs in the bargaining unit may be created by the school administration. The Union will be notified upon the creation of a new job, and the parties shall meet at the Union's request to negotiate wage rates for the particular job and to establish the rate at an appropriate place in the wage structure. In the event that agreement is not forthcoming within fifteen (15) days, which shall include at least three (3) meetings, it shall be filled in the prescribed manner at the rate proposed by the school administration. This rate shall be a temporary rate and shall continue in effect until agreement is reached.

10.4 Employees may be requested to attend three (3) evening or after school meetings per year. Other after hour meetings are voluntary. If additional meetings are requested by the Employer, the employee shall be compensated at his/her regular rate of pay. When meetings are held during the regular work day, the employee shall be compensated at his/her regular rate of pay.

10.5 A committee of three (3) Union representatives and three (3) Employer representatives shall constitute a Health and Safety Committee who shall be vested with the power to investigate Health and Safety complaints and to make recommendations for resolving said complaints.

10.6 The Employer may, with the consent of the employee, authorize the attendance of employees to state sponsored institutes on working days without loss of pay.

10.7 The Union and Employer shall continue to meet to establish statements concerning job descriptions and roles.

10.8 Bargaining Unit Work

Except as provided in Article 7.17, all work within this unit shall remain with the employees of this unit. Employees of other bargaining units shall not perform the work of this bargaining unit which results in a loss of hours, position or layoff of an employee.

Titles and work assignments shall not change without the mutual agreement of the Union and Employer except as provided by Article 7 of this contract.

This provision shall not be construed to require the Employer to schedule overtime or to hire new employees.

10.9 Copies of the Agreement

The Employer agrees to furnish complete copies of the Agreement within thirty (30) days from date of Union ratification at the rate of one (1) copy for each member. In addition, new members shall receive a copy when employed by the Employer, and the Union President shall receive an additional twenty (20) copies.

10.10 Employees' Lounges and Restrooms

Every effort will be made to provide lounges and restrooms for the exclusive use of the employees.

All full-time employees shall be provided with rest periods and heated restrooms.

10.11 Inter-District Transfers

When a local school district requests the operation of a center or centers operated by the Wayne County Intermediate School District the Intermediate School District shall:

- A. Notify the President regarding the transfer of the program to the local school district along with a proposed date for the transfer, time lines and location(s).
- B. The Wayne County Intermediate School District will request in writing the number of positions available in the local receiving district and will provide a copy of the response to the Union President prior to the sixty (60) day notice.
- C. Give at least a sixty (60) day notice of the transfer of the program to the staff with the number of staff to be affected.
- D. The staff of the center to be transferred to a local school district shall have the following options:
  - 1. Choose to transfer to the local district.

2. Choose to stay with the Wayne County Intermediate School District if any Special Education Programs remain with the Intermediate School District. If this option is chosen, the employee may:
  - a. Bid for any open position within the unit.
  - b. Bump within the unit.

Within ten (10) days following notification of the proposed transfer, the member of the affected center(s) shall give written notification of their choice of the above options to the Employer and to the Union.

Within the next ten (10) days after the notification of the affected center(s) have exercised their options, any remaining positions in the center to be transferred will be made available to the rest of the members of the unit.

A specified date will be determined by the Employer after consulting with the Union at which time all movements of the Union members will occur.

#### 10.12 Paychecks

Paychecks will be delivered to each employee by either the school secretary or the Building Principal.

#### 10.13 Courier Positions

The following is hereby agreed to by the Wayne County Intermediate School District and AFSCME Local 1428 concerning the courier positions within the AFSCME bargaining unit:

- A. Same hours as stated in the contract.
- B. Job description established will not be in conflict with other Union contracts.
- C. If a local district opts to operate their own SMI and/or SXI program(s), the WCISD couriers will have the right to opt to go to the receiving district as instructional aides in the receiving district according to their seniority.
- D. Couriers will be included in the preliminary procedures offered to employees in the transfer of programs.
- E. Couriers to be eligible for compensatory time on the same basis as instructional aides in accordance with Article 8.7 of the contract.

## ARTICLE 11 - CALENDAR

### 11.1 1987-88 School Calendar

	SMI - SXI (230 Day Students)		TMI (183 Day Students)
	SMI - SXI (232 Day Staff)		TMI (185 Day Staff)
4	July	Independence Day	School Closed
20	August	Summer Recess	School Closed At End of Day
9	September	Schools Reopen	Staff and Students Report
25	November	Thanksgiving Recess	Schools Closed At End of Day
30	November	Schools Reopen	Staff and Students Report
23	December	Winter Recess	Schools Closed At End of Day
4	January	Schools Reopen	Staff and Students Report
18	January	Black Heritage Day	Schools Closed
31	March	Spring Recess	Schools Closed At End of Day
11	April	Schools Reopen	Staff and Students Report
30	May	Memorial Day	Schools Closed
15	June	End of 10-Month School Year	

This calendar shall be reopened for negotiations upon the request of either party.

Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.



11.2 1988-89 School Calendar

	SMI - SXI (230 Day Students)	TMI (183 Day Students)	
	SMI - SXI (232 Day Staff)	TMI (185 Day Staff)	
4	July	Independence Day	School Closed
18	August	Summer Recess	School Closed At End of Day
6	September	Schools Reopen	Staff and Students Report
23	November	Thanksgiving Recess	Schools Closed At End of Day
28	November	Schools Reopen	Staff and Students Report
22	December	Winter Recess	Schools Closed At End of Day
3	January	Schools Reopen	Staff and Students Report
16	January	Black Heritage Day	Schools Closed
23	March	Spring Recess	Schools Closed At End of Day
3	April	Schools Reopen	Staff and Students Report
29	May	Memorial Day	Schools Closed
14	June	End of 10-Month School Year	

This calendar shall be reopened for negotiations upon the request of either party.

Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.



### 11.3 1989-90 School Calendar

	SMI - SXI (230 Day Students)	TMI (183 Day Students)	
	SMI - SXI (232 Day Staff)	TMI (185 Day Staff)	
4	July	Independence Day	School Closed
22	August	Summer Recess	School Closed At End of Day
5	September	Schools Reopen	Staff and Students Report
22	November	Thanksgiving Recess	Schools Closed At End of Day
27	November	Schools Reopen	Staff and Students Report
20	December	Winter Recess	Schools Closed At End of Day
2	January	Schools Reopen	Staff and Students Report
15	January	Black Heritage Day	Schools Closed
12	April	Spring Recess	Schools Closed At End of Day
23	April	Schools Reopen	Staff and Students Report
28	May	Memorial Day	Schools Closed
14	June	End of 10-Month School Year	

This calendar shall be reopened for negotiations upon the request of either party.

Including two (2) inservice training days without children in the classroom for a total of 232 working days for SMI-SXI programs and 185 working days for TMI programs.

11.4 Days for religious observance other than days off in accordance with the school calendar shall be charged to personal leave days.

## ARTICLE 12 - GENERAL PROVISIONS

12.1 Any employee for good cause as determined by the Director of the Program shall be granted, subject to the Employer's needs, "leave without pay" not to exceed ten (10) working days within the school year provided no leave will be less than five (5) days. Requests for leave without pay must include reasons and be requested fifteen (15) days in advance.

12.2 If school hours or calendar days are reduced, employees shall have the option to spread their pay over twenty-six (26) pay periods.

### 12.3 Pay Periods

A. The present pay periods and pay days shall remain in effect.

#### B. Times When School Is Not In Session

Paychecks shall be issued bi-weekly. When a pay period comes during a time that school is not in session, paychecks shall be mailed to the individual's home at the Employer's expense. Employees may personally pick up their check prior to 2:00 p.m. on payday.

### 12.4 Substitute Employees

Any person employed on a daily basis to perform the work of an absent full-time employee shall be considered a substitute employee and not entitled to any benefits under this Agreement and shall be paid at an hourly rate.

12.5 A. Substitute employees shall not achieve seniority status for the time worked in such capacity.

B. The Union shall be considered the collective bargaining representative of all full-time employees as herein before provided but not of substitute employees.

C. Substitutes shall work only during the absence of a full-time employee.

12.6 The Employer shall not discriminate against or prejudice the rights of full-time employees in respect to its arrangement with substitute employees.

### 12.7 Open Personnel File

In order to provide the employee with a fair and reasonable opportunity to be apprised of, and reply to, certain materials placed in his/her personnel file, the procedure provided hereinafter is hereby established. This procedure shall be applicable to all non-confidential material. "Non-

confidential" is herein defined to mean all material to be placed in such file subsequent to employment except any pre-employment materials which are not received for insertion in the file prior to actual employment.

- A. Non-confidential material shall not be placed in any employee's personnel file unless or until such employee has been given an opportunity to read such material. The employee shall affix his/her signature to the actual copy of the materials to be filed, but such signature shall be construed only as an acknowledgement that he/she has read the material and not that he/she necessarily agrees with its content.
- B. Each employee may submit his/her written and signed answer to any such material, and the answer shall be included in his/her personnel file.
- C. Each employee may examine the non-confidential content of his/her personnel file at the central office, and he/she may copy or otherwise reproduce any portion or the whole of such non-confidential material.
- D. Confidential materials in an employee's personnel file and his/her employment application shall not be released without the written permission of the employee. However, this action shall not prevent the Employer from cooperating with the Union to review such materials with the employee's consent.
- E. Evaluations
  - 1. Although evaluation is a continuous process, there shall be at least one (1) annual formal evaluation of all staff.
  - 2. The present evaluation instrument will be used until such time as a more suitable instrument is mutually agreed upon by the Union and the Employer.
  - 3. Prior to placement in the employee's file, the employee evaluations shall be submitted to the employee for additional comments and signature. The employee shall affix his/her signature to the evaluation instrument, but such signature shall be construed only as an acknowledgement that the material has been read and not that the employee agrees with its content.

#### 12.8 Employee Training

In the event the Employer requests an employee to undergo additional outside training, the fees for such training will be paid by the Employer.

## 12.9 Work Rules

A work rules handbook will be furnished to all bargaining unit employees. Before distribution of the handbook to employees, the Employer will afford the Union Executive Committee the opportunity to review and discuss said rules. New employees shall be provided with a copy of the handbook at the time of hire.

The Employer shall adopt reasonable work rules. When existing rules are changed or new rules are established, the Union shall be afforded the opportunity to meet and confer with the Employer to review and discuss said rules.

Work rules shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before such rules become effective.

## 12.10 Sick Children

The Employer will require that sick children be sent home when possible and be required to remain out of school during the period of their illness. In unusual situations, a Union/Management conference may be called.

This procedure shall not be subject to the Grievance Procedure.

## 12.11 Medication

Medication to be given the students shall be given by teacher or supervisory employee.

## 12.12 Information Regarding Students

The Employer may require that employees review children's records with their supervisor or teacher to whom they are assigned, including medical and health information subject to the limitations of the law. If the employees feel additional information is needed, requests shall be made to the immediate supervisor.

## 12.13 Line of Responsibility

In all working situations within programs, the relationship of teachers and instructional aides should be that of a working team. The primary function of both teachers and instructional aides is to work together to meet the needs of the handicapped individuals whom they serve. The teacher is responsible for the students to whom he/she is assigned and is accountable for that responsibility as set forth in the teacher's position description. The instructional aides are responsible to the teacher and will work under the teacher's direction. The teacher's authority and responsibility does not include the job assignment, discipline or dismissal of an instructional aide. In the event problems arise between teachers and instructional

aides, the procedure is as follows:

- A. Try to discuss the problem with either the instructional aide or teacher concerned.
- B. If that fails, take the problem to the Building Principal.
- C. If the problem is not solved at that level, make an appointment to discuss it with the Director of Program.

12.14 Personal Property

If the personal property of an employee, which has been brought to the classroom with the prior written approval of the Building Principal in charge, is damaged, stolen or destroyed through no fault of the employee, the Employer agrees to reimburse the employee in the amount of the estimated loss or to replace the article, whichever is most feasible.

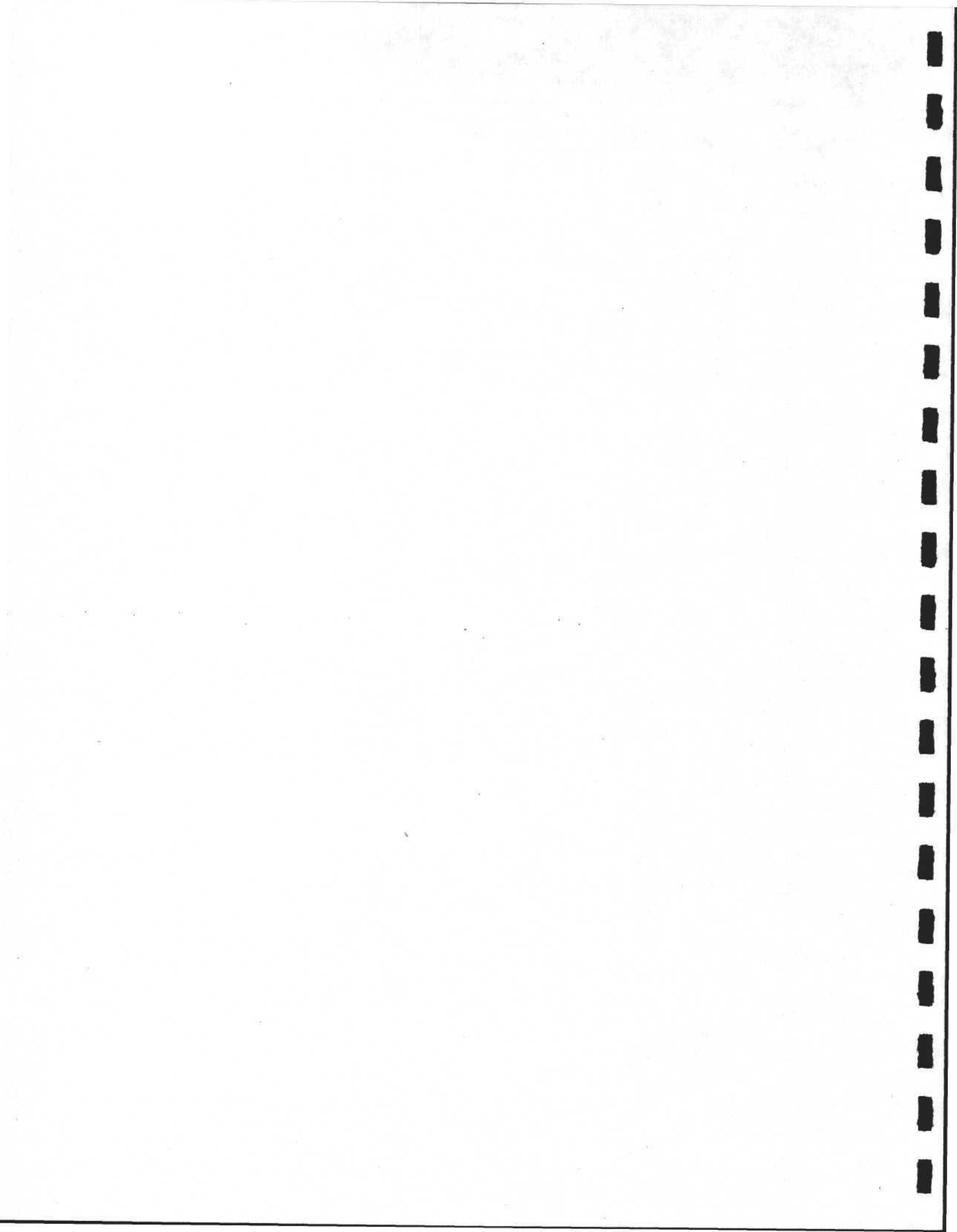
## ARTICLE 13 - VETERANS' PREFERENCE

13.1 Any employee who enters into active military service in the armed forces of the United States shall be entitled to reemployment in any and all Veterans' preferences or rights in accordance with and as provided by applicable Federal and Michigan State laws and regulations. Any employee who is required to attend an Armed Forces Reserve or National Guard Reserve training session will be paid by the Employer for the difference between the pay received for such training session and his/her regular pay with the Employer for a maximum of two (2) calendar weeks in any one (1) year.

### 13.2 Educational Leave of Absence for Veterans

- A. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full-time under applicable Federal laws in effect on the date of this Agreement.
- B. Employees who are in some branch of Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.





## ARTICLE 14 - INSURANCE BENEFITS

14.1 All insurances are subject to the policies and rules of the carrier. Such policies and rules shall be available for employee review.

14.2 The Employer agrees to provide each full-time employee with the following insurance benefits.

14.3 Long-Term Disability Insurance

The Employer shall provide at no cost to the employee long-term disability insurance. Such insurance shall provide payment of sixty percent (60%) of the employee's base salary beginning on the ninetieth (90) day of disability and up to the end of the disability (maximum of one thousand dollars (\$1,000) per month) or to the age seventy (70) whichever is earlier, less Social Security. Procedure for application to be provided by the carrier.

14.4 Hospitalization and Medical Insurance

The Board will pay a sum equal to one hundred percent (100%) of the rate established for Blue Cross/Blue Shield MVF 2 with Master Medical, or equivalent coverage, including the prescription rider with a two dollar (\$2.00) deductible for each prescription, or Metro Health Plan for each individual. This insurance shall apply to the individual employee, married, head of household or full family plan, as the employee may select.

14.5 Dental Insurance

Great West Dental Insurance, or the equivalent, Full Family Coverage Class I benefits eighty percent (80%) paid by the insurance company, twenty percent (20%) by the employee. Class II benefits fifty percent/fifty percent (50%/50%) maximum level of benefits per person being six hundred dollars (\$600) per year.

14.6 Life Insurance

The Employer shall provide without cost to the employee group life insurance protection in the amount of twenty thousand dollars (\$20,000), double indemnity, to be paid to the employee's beneficiary.

14.7 Liability Insurance

The Employer will provide and keep in force during the length of this contract, a comprehensive liability insurance in the amount of one million dollars (\$1,000,000) coverage and provisions to apply equally to all employees.

14.8 Co-op Optical

Co-op optical Full Family Coverage providing an examination and glasses if needed once every two (2) years. Frame selection from both groups A and B.

## ARTICLE 15 - RETIREMENT

- 15.1 The date of compulsory retirement of all employees shall be the first day of July following the attainment of age seventy (70).
- 15.2 The Michigan Public School Employees' Retirement System premiums shall be paid by the Employer.

## ARTICLE 16 - TUITION REIMBURSEMENT

Each member who acts to study subjects or to train themselves in skills that will increase the member's value to the Wayne County Intermediate School District will receive encouragement in the form of financial assistance as provided in this provision. Courses taken must be directly related to the assigned duties of the member's present position and a direct application of knowledge to be gained in the course can be clearly stated or the course is in preparation for possible future duties that may be assigned the member in the member's present position or is a course in the member's field that would qualify the member for a promotion.

The procedure for prior approval for reimbursement shall be as follows:

- A. The Employee will submit a written request to the employee's immediate supervisor no later than two (2) weeks prior to the beginning of the course. The request shall contain the title of the course(s) to be taken, number of credit hours per course(s), and how it applies to the employee's position.
- B. The Director of Programs 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 a "P" in a pass/fail situation), the employee shall be reimbursed for the tuition.
- D. Upon approval, the employee shall be reimbursed at the maximum rate of fifty dollars (\$50) per credit hour.

**ARTICLE 17 - LEAVE OF ABSENCE, SICK AND EMERGENCY LEAVES  
AND OTHER LEAVES**

**17.1 Medical/Maternity Leave**

The Union shall receive all copies of medical leaves and extensions of leaves.

The employees who have exhausted their sick leave bank shall request a medical leave of absence on forms furnished by the Employer, for any illness or disability which exceeds ten (10) consecutive days.

The Employer shall grant a medical leave of absence without pay for those employees who have completed their probationary period upon a written statement from a physician. This statement shall be attached to the "Request for Leave" form. Seniority shall be frozen after one (1) year medical leave, although said leave shall be renewable at the written request of the employee accompanied by a physician's statement. At any time, the Employer may require a medical examination by a physician named by the Employer. The cost of the examination will be assumed by the Employer.

In the event there is a difference of medical opinion, a third opinion will then be required from Ford Hospital or the University of Michigan Hospital at the choice of the employee with the decision final and binding on the employee, Employer and Union. The cost of the third opinion will be assumed by the Employer.

The Employer will pay two (2) monthly health insurance premiums if the leave begins after the 15th of the month and one (1) monthly premium if the leave begins on or before the 15th of each month. After which time, the employee may continue his/her coverage at the group rates payable to the Employer in advance at his/her own expense by the 15th of each consecutive month.

A maternity leave of absence will be handled in the same manner as a medical leave of absence.

**17.2 Permissive Leave of Absence**

- A. The Employer may grant a leave of absence without pay to any full-time employee for personal leave for a period not exceeding one (1) year, without loss of seniority, for a good cause. If an extension is granted beyond one (1) year, seniority will be frozen.
- B. The Employer may grant the employee's request to return earlier than previously requested on thirty (30) days written notice.

- C. The employee returning from leave shall immediately be assigned to a like position but not necessarily in the same location.

### 17.3 Leave for Union Office

- A. The Employer shall grant a leave of absence without pay or loss of seniority for a period not to exceed two (2) years, or the term of office, whichever may be less, to any member of the Union who is elected or selected to a full-time Union office.
- B. The Union President elected to attend a state or international conference and/or convention shall be allowed time off with pay to attend such convention. This allowance entitles the Union President one week (five (5) working days) per year with pay to attend such a conference and/or convention.

The above section does not, however, limit the amount of time off without pay, at the discretion of the Employer, for elected delegates to attend educational or union activities.

An employee must have one (1) year of continuous full-time employment with the Wayne County Intermediate School District to qualify for a Union Service leave.

Employees shall submit two (2) weeks written notice for the purpose of attending the state or international conference and/or convention.

- C. The Union President or designee shall arrange with the Director of Programs release time, as needed, for the purpose of investigating and processing possible grievance situations.

Special conferences shall be held upon request. The request shall be submitted to the Director of Programs and shall contain the names of the three (3) additional persons that will be present at the conference.

The President will be allowed to attend the Board of Education meetings.

All of the above release time shall be with pay.

### 17.4 Child Care Leave

Child Care leave may be granted to an employee who adopts a child, gives birth to a child, acquires a family by marriage, assumes the legal responsibility of a family or whose spouse gives birth to a child. In the event the Employer grants a request for Child Care leave without pay, said leave shall not exceed one (1) year. A one (1) year extension may be granted upon request.



The District may grant an employee's request to return to work from Child Care leave earlier than previously requested on thirty (30) days written notice. The employee returning from Child Care leave shall be immediately assigned to his/her like position, but not necessarily in the same work location.

17.5 Sick Leave

The parties recognize the requirement of security for the employee in time of sickness, matters of emergency or other circumstances beyond the control of the employee; therefore, the following provisions are hereby established, and each employee shall observe the spirit of these provisions in the use of any of the leave days provided herein.

Upon initial employment, each employee shall be granted a bank of sick leave days in the amount of ten (10) days per year at the beginning of the school year. One (1) additional day shall be granted for each four (4) weeks of work beyond the 10-month school calendar. One (1) day is earned each month providing the employee is on the payroll twelve (12) days of that month.

- A. Employees shall not be entitled to receive sick leave pay on the work day prior to the holiday or the work day succeeding the holiday, without a medical doctor's statement.

Unused sick leave days shall accrue year-to-year on an unlimited basis.

Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family.

1. Emergency illness in immediate family (employee's spouse, children, parents, or foster parents, grandparents, parents-in-law, brothers, sisters, and any other person for whose financial or physical care for which he/she is primarily responsible).
  2. Quarantine.
  3. Birth of child of employee's spouse.
- B. Sick leave may be granted in the amount of not to exceed ten (10) additional days for those employees with one (1) or more years of seniority in the event of any hospitalization during a period of absence due to accident or serious illness. This sick leave is after the individual has exhausted his or her sick leave bank.

- C. Sick leave days may be used in advance; however, in the event that an employee severs his/her employment with Wayne County Intermediate School District prior to the end of his/her contract of employment, having exhausted the full number of days so allotted to him/her, a pro-rated amount (determined by the date of termination) shall be deducted from the final pay of such employee to cover the unearned portion of sick leave allowance.

#### 17.6 Job-Related Injuries

- A. The Employer shall pay the employee's full salary with no withdrawal from the employee's sick bank for any job-related injury caused by a student assault to any employee which results in lost time (seven (7) days or less), upon physician's written verification of the employee's inability to perform work tasks.
- B. Any job-related injury to an employee which requires medical treatment and upon doctor's prescription requires lost time shall be compensated through the Employer's self-insurance Worker's Compensation plan.
- C. Employees may elect to receive the Worker's Compensation only without use of sick leave or may elect to receive full salary on the basis of a prorated withdrawal from the employee's sick bank until such bank is exhausted at which time Worker's Compensation is the only payment that will be made to the employee.
- D. Any full-time employee receiving an injury on the job and requiring him/her to go home will receive pay for the full day's work at the regular rate; and if he/she is required to report back to the doctor, he/she will be paid for time lost.

#### 17.7 Funeral Leave

- A. Each full-time employee shall be entitled with pay for death in the immediate family for a period not to exceed five (5) days. (Spouse, children, parents, foster parents, grandparents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, and any other person for whose financial or physical care he/she is primarily responsible.) It is recognized that funeral leave is not an automatic five (5) day leave. When possible, a request for funeral leave shall be filled out prior to a funeral leave stating relationship and number of days desired. When it is not possible to fill in request forms prior to leave, a verbal request shall be made to the Building Principal and leave forms will follow.

- B. Death of other relatives for a period not exceeding one (1) day.
- C. Additional leave time for the above may be requested. The decision of the Employer may not be appealed by the employee. Said additional time shall be, if approved, deducted from the employee's personal or sick leave days.
- D. Proof of funeral attendance may be required by the Employer.

17.8 Personal Leave—

- A. Personal leave days shall be granted an employee up to two (2) days for personal business which requires the employee's presence during the school day, and is of such nature that it cannot be attended to at a later time when school is not in session. Business days not used between July 1 and June 30 shall be credited to the sick leave bank on the following July 1.
- B. A written request for a personal leave day shall be submitted to the Building Principal for approval by that Principal two (2) school days in advance. In the event that the situation does not allow time for a written request to be formally approved, the employee shall verbally notify the Building Principal of the emergency and submit a request on return to duty.
- C. It is understood that personal leave days shall not be used the day prior to or following vacation leave or holidays.

- 17.8 D. Newly hired employees shall receive one (1) day if employed after January 1 and two (2) days if employed before January 1.

17.9 Jury and Court Leave

Each full-time employee shall be excused from his/her regularly assigned duties for jury duty or the attendance at any court pursuant to subpoena other than personal. He/she shall be paid for the difference between his/her regular rate and such amount as he/she may receive as juror or witness fees.

17.10 Extension or Return From Leaves

- A. An employee returning from any leave of over thirty (30) days shall give written notice to the Employer thirty (30) calendar days in advance of the date of return.

- B. An employee requesting an extension of any leave shall submit a written request thirty (30) calendar days before the termination date of the leave. If the leave is under thirty (30) calendar days, an extension of that leave must be requested in writing seven (7) calendar days prior to the termination date of the leave.
- C. The employee returning from leave shall immediately be assigned to a like position seniority permitting but not necessarily in the same location.
- D. A member of the bargaining unit who returns from any leave of sixty (60) calendar days or less shall be returned to the same room and center from which the leave was taken unless during that period the employee was bumped in accordance with the contract.

17.11 Educational Leave

An educational leave may be granted by the Employer to an employee who wishes to improve his/her skills. Educational leaves may be granted in semesters or terms up to one (1) year. An employee must have one (1) year of continuous full-time employment to be eligible for an educational leave.

## **ARTICLE 18 - SUPPLEMENTAL AGREEMENTS**

- 18.1 All supplemental agreements shall be subject to the approval of the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the date they are filed by the local Union.

This Agreement supersedes and cancels all previous agreements and understandings, verbal or written, and constitutes the entire agreement between the parties.

- 18.2 Special activities provided in order to carry out the educational plan for students are a part of the instructional aide planning process. In the event special conditions with written documentation prevent an instructional aide from assisting in a special activity, volunteers from the staff of the center shall be solicited by the Building Principal. If there are no volunteers within the center, the assignment of instructional aides to a special activity shall be resolved by the Building Principal, the Union steward of the center, and the Union President.

## **ARTICLE 19 - DURATION**

This Agreement shall remain in full force and effect from July 1, 1986 through June 30, 1990. Modification or termination notice by either party must be sent by registered mail by sixty (60) calendar days prior to the expiration date to effect negotiations for modification or termination.

## **ARTICLE 20 - SEVERABILITY**

This Agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the Attorney General, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan Employment Relations Commission, such determination shall not invalidate the remaining provisions of this Agreement; and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable. The Employer and Union shall meet and negotiate substitute language for the invalid section or article.

**ARTICLE 21 - MAILING ADDRESS FOR NOTICES**

The notice requirements of any provision of this Agreement shall be deemed satisfied upon mailing by first class mail to the following respective address of the parties. In the event that either party shall desire to change the address for such notices, he/she shall furnish to the other in the manner required hereunder a written notice of such change of address.

LOCAL 1428 OF AFSCME

AFL-CIO & its Affiliate

Local 1428 of Council No. 25

28 Richton

Highland Park, MI 48203

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
33500 Van Born Road  
Wayne, Michigan 48184



**ARTICLE 22 - RATIFICATION**

The Union agrees to submit this Agreement to the employees of the bargaining unit covered by this Agreement for ratification by them on or before December 8, 1987 and the Council No. 25 representative and its Local 1428 Union officers will recommend to the employees that it be ratified.

The signatures below indicate ratification by the parties.

FOR THE EMPLOYER:

\_\_\_\_\_/s/  
Director of Programs,  
Special Education

\_\_\_\_\_/s/  
Director of Personnel

FOR THE UNION:

\_\_\_\_\_/s/  
Staff Representative

\_\_\_\_\_/s/  
President

\_\_\_\_\_/s/  
Vice-President

\_\_\_\_\_/s/  
Secretary

\_\_\_\_\_/s/  
Recording Secretary

## ARTICLE 23 - CLASSIFICATION, WAGES

- 23.1 The 1986-88 salary schedule shall be as follows and shall become effective December 16, 1987.

### Wages and Salary Schedule (Day Training Program)

#### A. Instructional Aides

	<u>10 Month Salary</u>	<u>Extended Year Per Diem</u>
Starting	12,871.44	63.72
1	13,121.92	64.96
2	13,372.40	66.20
3	13,622.88	67.44
4	13,873.36	68.68
5	14,123.84	69.92
6	14,374.32	71.16

Summer per diem rate will be the same as the ten-month bi-weekly per diem.

- 23.2 Wages and Salary Schedule (Trainable Program)

#### A. Instructional Aides

Starting	11,801.76
1	12,040.96
2	12,279.12
3	12,517.28
4	12,756.48
5	12,994.64
6	13,233.84

#### B. Trainable Aides

Starting	10,735.76
1	11,002.00
2	11,268.24
3	11,535.52
4	11,801.76
5	12,070.08
6	12,336.32

- 23.3 For 1986-87 and 1987-88, upon ratification, a lump sum payment of \$129 will be paid to all employees at Step 0-5 and \$379 to those employees at Step 6 who did receive an increment which shall not become a part of the 1986-87/1987-88 salary schedule.
- 23.4 For 1988-89, \$245 will be added to the instructional aides' base salary at Step 6 only, except that no instructional aide on Step 6 shall receive both an increment and the Step 6 base increase. All instructional aides will receive a \$115 lump sum payment no later than April 15, 1989 which shall not become part of the salary schedule.
- 23.5 For 1989-90, \$125 will be added to the instructional aides' base salary at Step 6 only, except that no instructional aide on Step 6 shall receive both an increment and the Step 6 base increase. Steps 0-5 in the instructional aides salary schedule will be increased \$85 on July 1, 1989.

23.6 Increments

- A. Increments paid to all eligible employees on July 1, 1986 or in the fall of 1986 for those reporting for the new school year.
- B. Increments paid to all eligible employees on July 1, 1987 or in the fall of 1987 for those reporting for the new school year.
- C. Increments paid to all eligible employees on July 1, 1988 or in the fall of 1988 for those reporting for the new school year.
- D. Increments paid to all eligible employees on July 1, 1989 or in the fall of 1989 for those reporting for the new school year.
- E. In order to qualify for an increment, an employee must work one-hundred twenty (120) days during the period of July 1 through June 30.

## ARTICLE 24 - DEFINITIONS

- 24.1 Employer shall mean the Board of Education of the Wayne County Intermediate School District.
- 24.2 Union shall mean Local 1428 of the American Federation of State, County and Municipal Employees.
- 24.3 Employee in this contract shall mean any member of the bargaining unit as defined in the Recognition Clause.
- 24.4 Steward shall mean representative of the Union or his/her alternate for the purposes and as provided hereinafter in this Agreement.
- 24.5 A. Administrator shall mean any employee of the Board of Education who is not a member of AFSCME, Local 1428, who holds a supervisory or administrative position.
- B. Building Principal shall mean Building Administrator.
- C. Program Supervisor shall mean the immediate supervisor of the Building Principal.
- 24.6 School shall mean any work location within the School District.
- 24.7 In the construction of the words used in this Agreement, whenever the singular number is used, it shall include the plural, and whenever the masculine gender is used, it shall include the feminine gender.
- 24.8 Discharge shall mean the involuntary termination of employment of any employee by the Board.
- 24.9 A full-time employee is an employee who works sixty (60) hours or more on a bi-weekly basis and has a staff assignment notice indicating that the individual is a full-time employee.
- 24.10 Any person employed on a daily basis to perform work of an absent full-time employee shall be considered a substitute employee.
- 24.11 The term "day" in this contract shall mean duty days, except where otherwise indicated.
- 24.12 Wherever the term "employee" is used, it is to include any member or members of the bargaining unit.
- 24.13 Wherever the singular is used, it is to include the plural.
- 24.14 Wherever the term "aides" is used, it shall refer to "instructional aides".

## MEMORANDUMS OF UNDERSTANDING

- I. It is hereby agreed between Wayne County Intermediate School District and AFSCME Local 1428 that when an employee of this local terminates his/her employment or goes on a leave of absence for more than sixty (60) calendar days, all non-working days shall be adjusted and paid on a pro rata basis, according to the actual number of days worked in that school year.
  
- II. It is hereby agreed by Wayne County Intermediate School District and AFSCME Local 1428 that the bus aide position for the Michigan School for the Blind, Lansing run, shall be a part-time position at the rate of \$7.50 per hour.
  
- III. It is mutually agreed by Wayne County Intermediate School District and AFSCME, Local 1428 that the following schedule shall be for the three part-time employees.

1986-87	Pro-rate pay on \$129.00
1987-88	Same as above
1988-89	Pro-rate pay on \$115.00 plus 20¢/hour
1989-90	30¢/hour
  
- IV. It is mutually agreed by Wayne County Intermediate School District and AFSCME, Local 1428, as per our meeting on February 10, 1988, that if there is a negotiated change in the present school calendar, the members of Local 1428 will not lose money from their bi-weekly pay or per diem rate.

The Employer and Union agree to sit down and work out any and all details concerning this matter.
  
- V. It is mutually agreed by Wayne County Intermediate School District and AFSCME, Local 1428 that a temporary instructional aide position will be posted with specific qualifications. This is not precedent setting for either party and the layoff status of the two employees will not be affected. They will retain all contractual rights and privileges.





