



# AGREEMENT BETWEEN

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

**THE BOARD OF  
EDUCATION  
OF THE  
WAYNE COUNTY  
INTERMEDIATE  
SCHOOL DISTRICT  
COUNTY OF WAYNE**

**THE  
WAYNE INTERMEDIATE  
FEDERATION OF  
TEACHERS  
AFT LOCAL 2323**

1986 - 1990

*Wayne County Intermediate School District*





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AGREEMENT BETWEEN  
THE BOARD OF EDUCATION OF  
THE WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT  
COUNTY OF WAYNE  
AND  
THE WAYNE INTERMEDIATE FEDERATION OF TEACHERS,  
AFT LOCAL 2323

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This Agreement is made this 3rd day of July, 1986, by and between the Board of Education of the Wayne County Intermediate School District, County of Wayne (hereinafter called the "Employer"), and the Wayne Intermediate Federation of Teachers, AFT Local 2323 (hereinafter called the "Union"), for the period beginning July 1, 1986 and ending June 30, 1990.

ARTICLE 1

Purpose and Intent

1.1 Objective

The Employer and the Union recognize that their joint objective is to provide a quality education and training to the students of the School District, and that the quality of education and training provided depends upon the effectiveness, preparation, and morale of the professional staff, and upon the effectiveness and efficiency of administration in maintaining a desirable educational atmosphere.

Whereas it is the mutual responsibility of all employees of the WCISD to ensure that good order and discipline are maintained throughout the school system, the parties concur that the classroom teacher should be fully supported for all reasonable measures consistent with Board of Education approved practices to effectuate this principle.

1.2 Working Relationship

Engaged in a mutual endeavor in the public interest, the Employer and the Union encourage fair and harmonious relations between their respective representatives at all levels.

1.3 Supervision of Federal and State Laws

In the above spirit and pursuant to the requirements of Act 379 of the Michigan Public Acts of 1965, the Employer and Union herein set forth their Agreement with respect to rate of pay, wages, hours and other terms and conditions of employment of all individuals included in the bargaining unit as defined in Article 2, insofar as such matters are not controlled by applicable Federal and Michigan laws, such laws superseding anything which may be contained herein.



## ARTICLE 2

### Recognition

#### 2.1 Union as Sole Representative

The Employer recognizes the Union as the sole and exclusive bargaining representative for all regularly scheduled certified, approved, and/or endorsed, or registered, or licensed personnel employed in programs which are directly operated by the Wayne County Intermediate School District excluding all consultants, Head Start Program employees, administrators, supervisors, executive personnel and all other employees employed by the Wayne County Intermediate School District.

#### 2.2 All Personnel Subject to Terms of Agreement

All personnel hired to fill such positions or perform such functions shall be considered to be members of the union, and shall be subject to all terms and conditions of this Agreement. The Employer shall give the employee a letter of understanding, stating his/her salary, starting date, and number of days of employment during the fiscal year. A copy of the master contract will be provided at the time the new employee signs the payroll deduction forms.

#### 2.3 Assignment of Work

Work performed by members of the union shall not be assigned to persons outside the unit without the consent of the Union. Nothing in this Section prohibits the Employer from (1) performing work that is inherently a part of the Wayne County Intermediate School District function, (2) engaging in any cooperative arrangements in which persons normally under contract to constituent districts are performing work inherently a part of the Wayne County Intermediate School District function, (3) contracting for services that require expertise or experience not represented by members of the union, or (4) allowing for the operation of centers by local school districts.

#### 2.4 Notification of Positions

The Employer shall notify employees and the Union of new professional positions within special education programs directly operated by Wayne County Intermediate School District before such positions are filled.

2.5 Fair Employment Practices

- A. This Agreement shall be applied uniformly to all employees within the bargaining unit.
- B. The Employer agrees that, with respect to hiring, working conditions, and promotional practices, it shall strive to assure that neither it nor its agents shall discriminate on the basis of race, creed, color, **handicap**, national origin, sex, marital status, political activities, or membership or participation in the activities of the Union. The parties agree the internal appellate processes provided in the contract and/or in the school district's standard practices are the preferred method for addressing allegations of discrimination referenced herein, prior to the use of outside agencies or legal actions.
- C. The Union agrees to admit all bargaining unit members to membership without discrimination by reason of race, creed, color, **handicap**, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.
- D. All professionals shall meet the necessary approval or endorsement in their required area. If an individual is not approved or endorsed, he/she shall request a leave of absence in order to complete requirements for such approval. It is understood a waiver for approval or endorsement may be extended by the Superintendent on an individual basis due to extenuating circumstances. Return from leave shall be honored as soon as necessary approval or endorsement is met provided the individual has seniority within the position.
- E. Whenever the Employer utilizes an interview team to screen applicants for positions within the bargaining unit, the District agrees to include a minority representative.

2.6 Union Dues Check-off

- A. Upon filing with the Employer the written authorization form for payroll deductions designated below, and signed by the employee, the Employer agrees during the term of this Agreement and any extension or renewal thereof, to deduct Union membership dues, service fees, and lawful assessments which have been levied in accordance with the constitution and by-laws of the Union from the pay of such employee.



B. AUTHORIZATION FOR PAYROLL DEDUCTION  
(form)

By \_\_\_\_\_  
Please Print Last Name First Name Middle Name

To \_\_\_\_\_  
Name of Employer Department Location

Effective \_ (date of hire) I hereby request and authorize you to deduct \_ from my paycheck biweekly for the ten-month school year (September through June) to provide for the regular payment of the current rate of monthly Union dues ( ) or service fee ( ) (check one) established by Wayne Intermediate Federation of Teachers, AFT Local 2323. The amount shall be certified by AFT Local 2323 and any change in such amount shall be so certified. The amount deducted shall be paid to the Treasurer of AFT Local 2323. This authorization shall remain in effect unless terminated by me in writing. In the event that retroactive amounts are due, such amounts shall be executed in one lump sum from the first pay in which dues are deducted.

Further, should I be granted a leave, I hereby request and authorize you to deduct from my first paycheck upon return from leave all amounts accrued and owed because of said leave.

\_\_\_\_\_  
Employee's Signature Street Address

- C. Deductions from each paycheck shall be in the amount stipulated by the Union for the term of this Agreement, and shall commence with the pay period following the receipt of the authorization form, and shall be retroactive to the date of employment. 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 within fifteen (15) days of commencement of the school year. The Human Resource 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, at least thirty (30) days prior to the beginning of each school year, to give written notification to the Employer of the amounts to be deducted in that year under such 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 union, 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 authorized deductions, to reimburse the employee(s) in the amount of the demonstrated excess.

## 2.7 Union Security

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 the following method designed to enable all such members of the bargaining unit to support the efforts of the bargaining agent in their behalf:

- A. Within thirty (30) days after employment, or the execution of this Agreement, whichever is later, all members of the union shall have the opportunity to join the Union and execute an authorization permitting the deduction of Union dues and assessments. The Union representative shall have the responsibility of the authorization card. The Human Resources Department shall notify the Union Treasurer 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 termination.
- B. Any member of the bargaining unit who has not joined the Union during such period, or having joined, has not remained a member, shall immediately execute an authorization permitting deduction of a service fee which shall be a sum equal to the Union dues which have been established by the Union for each school year. It is understood that the payment of such sums

shall not constitute an agreement to become a member of the Union.

- C. The Employer agrees to notify all employees in the union (those employed at the time of execution of the Agreement or its extensions or renewals, as well as new-hires) of the above-stated thirty (30) day period.
- D. It is understood between the parties to this agreement that the failure within the above-stated thirty (30) days to deliver authorization shall constitute a basis for discharge, and the Employer, upon receipt of notification from the Union that a member of the union has failed to execute such authorization within the specified thirty (30) days agrees to discharge such employee within five (5) days.
- E. In the event an employee is dismissed for failure to tender required authorized amounts, and is subsequently offered reemployment by the Employer, such unpaid amounts shall be required to be paid to the Union by the applicant as a pre-condition to reemployment.
- F. 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, action taken by the Employer for the purpose of complying with Sections 6 and 7 of this Article.
- G. The Union will give every member the option of paying his/her dues in full at the beginning of the year.



ARTICLE 3  
Effect of Agreement

3.1 Commitment

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.

3.2 Ultimate Jurisdiction

If any provision of this Agreement is, or shall be at any time, found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or endorsed, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s).

3.3 Commitment of Uninterrupted Services

For the duration of this Agreement neither the Union nor its officers will engage in, authorize, encourage or support any concerted interruption of educational or subsidiary related activities to a cessation, withdrawal or withholding of services, either in whole or in part, by members of the Union for any reason, nor shall the Employer authorize a lockout.

3.4 Unauthorized Work Stoppage

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 at the sole discretion of the Employer.

3.5 Continuation of Privileges and Benefits

All privileges and benefits to members of the union now in effect and not negotiated nor enumerated herein, shall remain in effect.

## ARTICLE 4

### Definition of Responsibilities and Rights

#### 4.1 Employer Rights

The Employer, on its own behalf and on 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, 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 and use of appropriate equipment and materials of every kind and nature.
- E. To determine the hours of work, the duties, responsibilities, assignments and work locations of all employees with respect thereto, 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 and then, only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of Michigan and the Constitution and Laws of the United States.

#### 4.2 Professional Freedom

- A. Employees shall be free to discuss issues and present materials within the classroom which they feel are pertinent and beneficial, as long as such discussions and such materials are presented in a professional manner. Any major deviations from established practices shall be submitted in written plan form and have prior approval of the Principal/Supervisor (or Director of the Program if there is no Principal/Supervisor) before the implementation.

Should the Principal/Supervisor disapprove, the employee may appeal to the Director of the Program.

- B. When an employee speaks or writes as a citizen, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not in behalf of the District, nor as an identified employee of the District.
- C. When an employee, acting under the rights granted in this Agreement, is subjected to court action with respect to exercise of those rights, the Employer agrees to take such steps as are open to it in support of such employee, and in defense of the contract provisions.
- D. Employees shall be notified in writing of any complaint lodged against them, which complaint results in any written record, and/or which complaint may arise in any evaluative procedure at a future time.

Said notice shall be given within ten (10) days of the said occurrence or within ten (10) days in which the administrator who with reasonable diligence should have discovered the occurrence.

- E. Employees shall have the right to establish class fund raising projects which they feel are beneficial upon approval of the Principal or Director of the Program. Such funds shall be turned into the Principal or Director of the Program on a daily basis. Such funds shall be readily accessible to the union member upon request. A financial report shall be maintained by the union member for the review by the Principal or Director of the Program.

Should the Principal disapprove, the employee may appeal to the Director of the Program.

- F. The term "days" in this agreement shall be duty days except where otherwise indicated.

#### 4.3 Personnel Files

- A. Employees shall have the right, upon request, to review the contents of their personnel file maintained in the Human Resources Department.
- B. Only one such file shall exist.
- C. A representative of the Union may, at the employee's request, accompany the employee in said review.
- D. The review will be made in the presence of the administrator responsible for the safekeeping of the file.
- E. No evaluations, formal observations, correspondence, or other material making reference to any employee's competence, character or manner shall be placed in any file unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the copy to be filed, with the understanding that such signature signifies he/she has read the material and does not necessarily indicate agreement with its contents. In the event that the employee refuses to affix his/her signature, a memorandum stating such refusal shall be attached to the document with a copy of the memorandum sent to the Union Secretary.
- F. Employees shall have the right to make written comments concerning any material filed. The comments shall be attached to the file copy.
- G. Employees shall be permitted to reproduce any material in the file at their own expense.
- H. Any material placed in an employee's file in violation of this section, or any other section of this contract, shall not be permitted as evidence by the Employer in any grievance or any disciplinary action involving such employee.
- I. Documented derogatory statements which do not form a basis for any disciplinary action within eighteen (18) months or before movement to a local district shall be removed from the file. This provision shall not apply to employee evaluations.



- J. A Union representative will have the right to witness removal of confidential material from an employee's file prior to the employee seeing the file.

#### 4.4 Evaluation

- A. The present evaluation instrument will remain in effect.
- B. Non-tenured staff shall be evaluated three times each school year.
- C. Prior to placement in the employee's file, the employee evaluation shall be submitted to the employee for additional comments. The comments shall be made in writing no later than ten (10) days after the employee evaluation is submitted to the employee. The comments shall be attached to the employee evaluation report.
- D. All copies of the employee evaluation report shall be signed by both the employee and the evaluator. There shall be no additions, deletions or corrections after the signatures are affixed, except as stated in Section 4.4 (C) of this Agreement.
- E. One photostatic copy of evaluations shall be furnished to a prospective employer upon written request of the employee. A one dollar (\$1.00) charge shall be made for each additional copy requested.
- F. Any observation which becomes a basis for use in the evaluation procedure is subject to the provisions of contract section 4.5 A. and B. (1, 2, 3, 4 and 5).

#### 4.5 Observations

- A. Informal observations, which may or may not form the basis for subsequent written record, may occur without prior notice. If the observer wishes to create a record of the observation, based on some demonstrable and/or immediate needs, thereby converting the observation to an evaluation, written procedures as outlined below in B, 1-4 pursuant to such observations shall be followed.

- B. Formal observation is one in which the employee is given advance written notification no later than the day before such observation is to occur.
1. Within ten (10) days after the formal observation, the employee will receive a written report, followed by a conference between the parties within the next ten (10) days.
  2. At said conference and on the written report, the evaluator will avoid generalities and specifically point out the employee's strengths, weaknesses and suggestions for improvement.
  3. Within ten (10) days after said conference the employee may, if he/she desires, respond to the "Formal Observation Report" in writing. The comments shall be attached to the report.
  4. All copies of the "Formal Observation Report" shall be signed by both the employee and the Principal/Supervisor. There shall be no additions, deletions or corrections after the signatures are affixed.
  5. After Steps 1-4 have been completed, the employee shall have the right to be evaluated by another evaluator when the Union forwards such request to the Employer.

4.6 Formal Disciplinary Interview

- A. An employee shall be notified in writing concerning the time, place and reason(s) of a disciplinary interview.
- B. Such interviews and reprimands will be considered in private between the affected employee and appropriate administrative personnel.
- C. The employee will have the right to request the presence of a Union representative, specified to the Employer. When such a request is made, the interview will not proceed until the representative is in attendance.
- D. The Employer may include a representative of its choice specified to the Union at such a meeting.

- E. Any written report of such an interview prepared by the Employer shall be signed by all parties indicating only that such a report has been read by the employee and not that he/she necessarily agrees with the contents. The employee may affix his/her response or reactions within ten (10) days.
- F. Subsequent steps to the disciplinary interview shall be consistent with Board policies for due process.

#### 4.7 Union Responsibilities

- A. Duly authorized representatives of the Union shall be permitted to transact official Union business on the Wayne County Intermediate School District property at all non-instructional times, provided that this shall not interfere with the working hours of the employee or interrupt normal Wayne County Intermediate School District operations.
- B. The Union President, or designees, and persons involved, if necessary, shall be allotted released time as needed for the purpose of investigating and processing emergency situations arising under this Agreement. In emergency situations within a program, arrangements for released time shall be made with the Building Principal or Director of the Program. In emergency situations arising in programs in which the Union President is not assigned, arrangements shall be made with the Director of the Program.
- C. Union business release time for the Union Executive Committee which is unrelated to contract administration shall be paid by the Union.

The Union Executive Committee will notify the Director of the Program when the Union Committee or members of the Union Committee are using Union business leave.

- D. The Union President or designee shall be allotted release time for Wayne County Intermediate School District Board meetings.

#### 4.8 Use of Facilities by the Union

- A. The Union and its representatives shall have the right to use the Wayne County Intermediate School District 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 following the established building scheduling procedures.

- B. The Union shall have the right to post notices of its activities and matters of Union concern on adequate bulletin boards located in the staff lounge areas of the building to be mutually agreed to by the parties. Said notices and other Union materials may also be circulated through office mail service.

#### 4.9 Exchange of Information

- A. 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. The Union agrees to pay for the cost of this service, if any.
- B. An official copy of all regular Board meeting minutes shall be given to the Union President.
- C. The Union shall submit to the Director of the Program a current list of all duly elected Union officials, building representatives, and alternates within ten (10) days of any change.



## ARTICLE 5

### Negotiation Procedures

#### 5.1 Scheduling Negotiations and Ratification of Alterations

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.

#### 5.2 Selection and Authority of Representatives

Neither party in any negotiations shall have any control over the selection of the bargaining representatives 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 representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.

## ARTICLE 6

### Grievance Procedure

#### 6.1 Definitions

- A. A grievance is an unsettled complaint regarding hours, wages and working conditions.
- B. An aggrieved person shall mean any member of the Union, or the Union in its own behalf, making the complaint.
- C. Wherever the term "employee" is used, it is to include any member or members of the bargaining unit.
- D. Wherever the singular is used, it is to include the plural.
- E. Wherever "notice" is used, it is meant that such be written notice to all persons concerned.
- F. The term "days" in this Article shall mean duty days, except where otherwise indicated.

#### 6.2 General Principles

- A. A grievance may be withdrawn at any level.
- B. If a grievance arises from the action of authority higher than a Principal/Supervisor, it may be initiated at Step 1 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. Every effort will be made to schedule hearings and conferences outside of duty hours.
- D. When hearings and conferences are held during duty hours, all persons who are present at the hearing or conference, pursuant to this Article, whose duty hours are affected, shall be excused with pay for that purpose.
- E. Forms for filing and processing grievances shall be given appropriate distribution to facilitate the operation of the grievance procedure.

- F. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- G. Failure by the Employer and/or the Union at any step of this procedure to appeal a decision within the specified time limit 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.
- 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.
- 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. If the decision by an arbitrator is split, giving each side to the arbitration a partial remedy, the fees of the arbitration 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.
- 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, or if the parties are unable to agree to such stipulation, each party of interest shall submit a written statement of the issue(s) to be arbitrated in advance of the hearing date.
- 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.

- P. After Step 1, the grievance procedure shall be considered a part of the appellate process. Any matter not raised previously, including remedy, may not be discussed.

### 6.3 Procedure for Adjustment of Grievances

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

#### A. Informal Conference

1. A complaint shall first be identified as a grievance issue, citing the appropriate contract section or sections, and shall be discussed with the appropriate Principal/Supervisor with the object of resolving the matter informally. The complaint may be discussed with the Principal/Supervisor in any of the following ways:
  - a. By an employee in person on his/her 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.
2. The informal conference shall be within five (5) days of the occurrence of the act or event or the date on which the aggrieved party with reasonable diligence should have discovered the act or event forming the basis of the grievance.
3. In the event the matter is resolved informally and the Union representative was not present at the adjustment of the complaint, the Principal/Supervisor shall inform the Union representative of adjustment.

#### B. Written Procedure - Step 1:

In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the Director of the Program within fifteen (15) days of the occurrence of the act or event or the date on which the aggrieved party with reasonable diligence should have discovered the act or event forming the basis of the grievance.



1. The grievance may be filed with the Director of the Program and thereafter discussed and resolved with the employee's complaint being represented in any of the following ways:
  - a. By an employee in person on his/her 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.
2. Every attempt should be made by the parties to maintain the ongoing instruction of children throughout the foregoing procedures.
3. Within ten (10) days after receiving the written grievance, the Director of the Program shall communicate his/her decisions, along with his/her reasons, therefore, in writing on the grievance form to the Union representative and to the aggrieved employee, if any.

C. Written Procedure - Step 2:

1. Within five (5) days after receiving the decision of the Director of the Program, an appeal of the decision may be made to the Superintendent. The appeal shall be in writing on the form provided, and shall be accompanied by a copy of the signed grievance and decision at Step 1.
2. Not less than five (5) days or more than thirty-five (35) calendar days after receipt of the appeal, the Superintendent shall hold a hearing on the grievance. Participants in this hearing shall be those who participated in Step 1 and counsel for the Union, if requested by the Union, unless the grievance is being processed by an employee in person on his/her own behalf. Participants in this hearing shall be given at least three (3) days notice of the hearing.

3. Not more than five (5) days after the hearing of the appeal, the Superintendent shall communicate his/her decision in writing on the form provided, together with supporting reasons, to the Principal/Supervisor, the Superintendent's designee, the Union representative and/or counsel for the Union (if any), and the aggrieved employee (if any).
- D. Arbitration - Step 3: Within thirty (30) 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 offices unless the parties mutually agree upon another location.

## ARTICLE 7

### Assignments, Vacancies, Transfers, Promotions, Layoffs, Discharge, Seniority and Tenure

#### 7.1 Assignments and Vacancies

All vacancies, whether created by expansion, resignation, discharge, transfer, leave or promotion shall be filled by the most qualified applicant. For the purpose of this Agreement, qualifications shall be considered to be a function of formal training, applicable certification, demonstrated skills related to the job and applicable (or related) work experience including evaluations of past performances within the Wayne County Intermediate School District.

- A. Where the qualifications of two or more applicants for a job vacancy are found to be substantially equal, the vacancy shall be filled by the applicant with longest seniority in the Wayne County Intermediate School District.
- B. In the event a replacement for a vacancy does not occur within thirty (30) days, the Director of the Program shall notify the President of the Union indicating the reason.
- C. The Employer will be responsible for posting all open positions within the Wayne County Intermediate School District on the bulletin board in each work site simultaneously with written notice to the Union.
- D. Employees who wish to be notified of positions during the summer shall notify the Director of Human Resources in writing. Management will mail out notices to these employees.
- E. Postings are open until the Director of the Program notifies the successful applicant that he/she has the position. The Employer retains the right not to fill a position which has been posted.
- F. Employees desiring other professional opportunities shall respond to postings in writing, giving their qualifications and reasons for the request, and will be given preference by qualifications and seniority.

- G. In the event an employee applies for a promotion, transfer, or new position opening and does not receive the position, the employee may request in writing and shall receive in writing, the reason why he/she did not receive the position from the Director of Human Resources.
- H. Members of this Union who are successful applicants to positions posted within this Union shall be placed into their new position no later than ten (10) days after notification by the Director of the Program that the applicant has the position.

7.2 Publication of Vacancies

Whenever any vacancy covered by this Agreement in the Wayne County Intermediate School District shall occur, the Employer shall publicize the same by:

- A. Giving written notice of such vacancy to the Union President five (5) working days in advance of outside advertising of such vacancy.
- B. Posting a dated copy of such vacancy on the bulletin boards in each work site simultaneously with written notice to the Union. Posting shall take place no less than five (5) days prior to the deadline for filing.

7.3 Hiring Within the Unit

The Employer continues its support of a policy of lateral and upward mobility from within its own staff, subject to the provisions of Sections 7.1 and 7.2.

7.4 Transfers

A. Interdistrict Transfers

- 1. When a local school district requests the operation of a school, classroom or classroom equivalent - (in number of students) - presently operated by the Wayne County Intermediate School District, the Intermediate School District shall notify the Union President regarding the transfer to the local school district along with a proposed date for transfer, time lines, and location(s). The Employer agrees to request from the local school district said school district's staffing needs, salary schedule, the collective bargaining agreement between the school district and the bargaining agent, and a copy of the current



seniority list with certification and approvals of all the local school district's members together with present assignments.

2. 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 to staff which is referenced in subsection 3 below.
3. The Wayne County Intermediate School District will give at least a sixty (60) day written notice of transfer to the Union and affected employees, said notice to include the number and types of positions affected.
4. Affected staff shall have the following options:
  - a. to transfer by seniority.
  - b. to remain with the Wayne County Intermediate School District by bidding for an open position or by bumping to the least senior position at any remaining work site in the bargaining unit within their current job classification for which they are certified/licensed/approved/registered/endorsed (c/l/a/r/e), except that no full-time union member shall be required to bump into a part-time position. In the event that no positions exist within the members present job classification, said member shall bump into the least senior position at any work site in any other job classification for which he/she is c/l/a/r/e except that no full-time union member shall be required to bump into a part-time position. The bumping process will continue, if necessary, until the least senior member of the bargaining unit is laid off, providing all remaining members possess the necessary c/l/a/r/e.

When bumping is to occur, a specific date for completion of the bumping process will be determined by the Employer after consultation with the Union.

After the affected members have exercised their options, all remaining transfer positions, if any, will be made available for bid by the rest of the Union.

5. Situations that are not resolvable by 7.4 A.4 shall be worked out mutually between the Union and the Employer.

B. Intra-district Transfers

1. When a classroom/caseload is moved to another work site intact, the staff for such classroom/caseload may:
  - a. move with it, or
  - b. remain at present site.
2. If a classload equivalent/caseload equivalent is moved to another work site, the affected position shall be posted.
3. Transfers within a building and between buildings shall be available only by written response by an employee to a posting of a vacant position subject to the provisions of Sections 7.1 and 7.2, with exception given 7.4.B.1.
4. Situations that are not resolvable as described herein shall be worked out mutually between the Union and the Employer.
5. The Union and Employer will work mutually to resolve temporary intra-district transfer needs, except should a situation not be worked out by the Union and Employer, the Employer may assign the least senior person in the classification to such temporary intra-district transfers.

- C. For purpose of Sections 7.4 and 7.5 only, job classifications include: Physical Therapist, Occupational Therapist, Nurse, Psychologist, TSLI, APE, BIF, Demo Teacher, Homebound Teacher, Teacher SMI/SXI, Behavior/Resource Room, TAPP Secondary Teacher, TAPP Early Childhood, Bilingual Resource Teacher. Any additions, deletions, or changes will be made with Union input.

7.5 Reduction of Staff

- A. In the event that reduction in staff from any work site or the Union is necessitated for reasons such as modifications to or abolition of positions or layoffs, the least senior member in the affected job classification will be displaced first from the affected work site, and upon thirty (30) day notice to

Union, the affected employee(s) may have first option in order of seniority to bid on any open position for which they are c/l/a/r/e or may bump into the least senior position within their job classification (see 7.4C) at any work site for which they are c/l/a/r/e except that no full-time union member shall be required to bump into a part-time position.

- B. In the event that no least senior positions exist within the member's present job classification, said displaced member shall bump into the least senior position at any work site in any other job classification for which he/she is c/l/a/r/e except that no full-time union member shall be required to bump into a part-time position.. The bumping process will continue, if necessary, until the least senior member of the union is laid off providing c/l/a/r/e requirements for all remaining members are fulfilled.
- C. In the event of any proposed reduction in staff which results in a layoff, any employee may accept a layoff, provided remaining employees possess the necessary c/l/a/r/e.
- D. When staff expansion can resume, the laid off staff shall have first option to resume employment for which they are c/l/a/r/e in the reverse order of layoff.
- E. Affected employees shall receive at least fifteen (15) days written notice prior to layoff.
- F. Whenever bumping is to occur, a specific date for the completion of the bumping process will be determined by the Employer after consultation with the Union.
- G. Situations that are not resolvable herein shall be worked out mutually between the Union and the Employer.
- H. Timelines may be extended by mutual agreement of the parties.

## 7.6 Discharge

An employee shall be subject to dismissal only for demonstrable incompetence, willful abuse of administrative procedures, or behavior which adversely affects his/her professional performance or the children whom he/she serves.

- A. Dismissal of an employee who has been employed by the District for less than two (2) years shall be grievable by the employee under the provisions of the grievance procedure herein provided; however, such employee bears burden of proof in any arbitration hearing.
- B. Election by a tenured employee to process a discharge through the Tenure Commission rather than the grievance process contained herein shall stop such employee from entry to such grievance process on such discharge.

## 7.7 Seniority

- A. Seniority shall commence with the first day of non-substitute work, shall apply to all members of the union, and shall be ranked from the highest to lowest within the union. 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 digits of the individual's Social Security number.

Members working less than full-time shall accrue seniority at one half (.50) time.

- B. Seniority shall accrue on all leaves except long-term medical (more than sixty (60) days), parental, public or Union office, study or travel and personal leaves, which seniority shall be frozen at the beginning of these leaves. Any leave caused by job-related injury shall accrue seniority.
- C. Only members of the union can accrue seniority. Members of the union who are transferred or promoted out of the unit and remain with the Wayne County Intermediate School District, shall have their seniority frozen and will not accrue seniority until a return to the union.



- D. A list of employees will be developed by the Employer with the approval by the Union which will state the date of the first day of non-substitute work for seniority within the union and also the date of the first day of work for retirement purposes.
- E. For the purposes of layoff and inter-district transfers, the Union President shall be placed at the top of the current seniority list and shall remain at the top of the list for his/her term of office.

#### 7.8 Tenure

Placement of an employee on a third year of probation shall not be grievable. Any employee so placed shall be provided with the reasons in writing. The Union shall be notified of any employee on third year probation.

## ARTICLE 8

### Schedules, Hours, Assignments, and Caseloads

#### 8.1 Calendars

The School Calendars for 1986-87, 1987-88, and 1988-89 and 1989-90 shall be attached hereto as Addendum "A".

#### 8.2 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.

#### 8.3 Substitutes

- A. Any person employed on a daily basis to perform work of an absent employee shall be considered a substitute employee and not entitled to any fringe benefits under this Agreement.
- B. When an employee who has been hired to replace an employee on leave has served thirty (30) consecutive duty days in such position, he/she will be classified as a permanent substitute employee, and shall be placed in the position on the salary grid for which his/her experience and training qualifies him/her, plus all other rights and benefits and obligations of contract with exception given the contractual application of accrued seniority (subject to the provisions of contract section 12.13C) until hired as a regular permanent employee.

#### 8.4 Assignments

- A. Employees may be asked to voluntarily "cover" a class by accepting additional students for a teacher who is unavoidably late until such time as a substitute teacher can be called to take over the classroom. The period of such emergency should not exceed one (1) hour.

- B. It shall be the responsibility of the union employees and the Principal/Supervisor to establish and implement an orderly and safe dismissal procedure no later than September 15.

Except as otherwise provided in the dismissal procedure established by the Union members and the Principal/Supervisor, Union members will not be assigned to physically transport students to or from the building, the buses or the taxis.

- C. In the event transportation has not arrived at the end of the student's instructional day and the Principal/Supervisor is not in the building, professionals shall remain in their center on a voluntary rotating basis. The schedule for employees shall be posted in the office two (2) weeks in advance. Where possible, the Union's Building Representative will be notified no later than 12:30 p.m. if the Principal will not be in the building at the end of the student's instructional day.
- D. Employees shall not be assigned janitorial duties as part of their contractual duties. This provision shall not be construed in any way to preclude the continuing use of students in certain janitorial capacities, when such tasks are assigned to students by the employee as part of an ongoing educational program designed to develop specified skills and abilities in a particular student.
- E. If no Principal/Supervisor is assigned full-time to a work site where union staff are assigned full-time, the employer may request bids from qualified union members to take additional responsibilities as "coordinating teacher" at the site. The qualifications and additional responsibilities will be specified by the Employer and will be compensated as specified in the salary schedule for a ten-month school year.

## 8.5 School Day

It is understood and agreed between the parties that an effective ongoing educational program requires attitudes based upon mutual understanding and respect for the many duties and roles which contribute to making any program work well. While the parties recognize that attitudes cannot be contractually legislated and enforced, compromises in particular situations can be expected and all parties shall undertake to deal with needs and problems which inevitably grow out of an educational program in a professional, cooperative manner. In order to maximize the six (6) hour day for students, inclusive of lunch, employees shall be prepared to provide instruction for students. In order to do this:

- A. Employees are expected to arrive at their center and be prepared for work when the student day begins and remain fifteen (15) minutes after the student day (six instructional hours) ends.
- B. The 10-month work day shall be from 8:30 a.m. to 3:00 p.m. or 8:45 a.m. to 3:15 p.m. unless professional tasks by their nature require the employee's presence in the building at other times. The summer hours shall be the same as stated above.
- C. Before students arrive, each employee shall notify the school secretary that he/she is in the building. Such notification is solely and exclusively for the purpose of assisting administration in determining whether or not each classroom is covered by a teacher.
- D. Sections A-C shall also apply to support staff. Support staff will follow the same procedures as teachers when reporting to a building on schedule. When it is necessary to deviate from the established schedule, support staff will call the secretary of his/her assigned office indicating the change and the reason. The secretary will then report change(s) to the work site(s) involved.



#### 8.6 Professional Tasks

Professional tasks and duties may include but not be limited to:

- A. Mutually arranged conferences between Union members and the Principal/Supervisor, other Union members and paraprofessionals.
- B. Preparation and setting up of teaching materials including audio-visual equipment, teaching aids and bulletin boards, unless such undertakings involve students directly and are built into the teaching day as an intrinsic part of the planned program.
- C. Telephone contacts other than emergencies and situations that cannot be handled at any other time than before/after the school day.
- D. Completing written reports including Multi-Evaluation Reports.
- E. Planning for extra-curricular activities.
- F. Writing performance objectives for individual students.
- G. Participating in IEPC meetings
- H. Attending staff meetings

#### 8.7 Support Services

Support services shall include, but not be limited to the following:

- A. Teachers of speech and language impaired
- B. Nurses
- C. Social Workers
- D. Psychologists
- E. Educational Audiologists
- F. Mobility Specialists
- G. Physical Therapists
- H. Occupational Therapists
- I. Behavior Intervention Facilitator
- J. Special Project Personnel

These support staff shall be available in reasonable numbers in order to meet the special needs of our students.

#### 8.8 Classroom Size/Therapy Caseloads

Classroom size and therapy caseloads shall not exceed the maximum standards adopted by the Michigan Department of Education subject to the Special Education Code and will be consistent with the minimum standards adopted by the Board.

#### 8.9 Supervision of Instructional Aides

Teachers must give general supervision to aides. The professional staff is responsible for the content of the instructional program including the writing of goals and objectives for each student, providing the initial instruction for each student or group of students, periodically reviewing the activities that are conducted in the classroom by the instructional aide, and periodically evaluating the student's performance. The teacher may give input in writing to the Principal/Supervisor as to the performance of instructional aides.

#### 8.10 Staff Meetings

- A. Employees shall be required to attend no more than six (6) staff meetings in the calendar school year.
- B. It is understood that staff meetings may be held outside of the normal student school day. Additional staff meetings may be held on a volunteer basis. There will be twenty-four (24) hour notification when meetings are to be held. Such notification will also include a written agenda for the meeting distributed to each member placed in the member's mailbox.
- C. Every effort will be made to schedule IEPC's during the school day. If it becomes necessary to schedule some IEPC's after school hours to accommodate the needs of parents, prior approval of such scheduling by the Director of the Program shall be required.

## ARTICLE 9

### Professional Responsibilities

#### 9.1 Job Descriptions

1. Every staff member will be provided with a current job description.
2. Any development of and/or revision of job descriptions will include input of authorized representatives of the Union.

#### 9.2 Professional Staff Resources

In an attempt to provide information to appropriate staff who have not received background in certain areas during their pursuit of approval, the following procedure will be used:

- A. Each work site staff will assess on a formal basis the unique skills and competencies which any member of staff may possess.
- B. A composite of such resources will be developed in order that staff with specific expertise assigned to one (1) work site may be "loaned," with employee's consent, to another work site for staff development, program development, or child enrichment.
- C. Arrangements may be made to release such staff from his/her regular assignment on a pre-arranged basis to work with staff member(s) and his/her group of children.
- D. In addition, staff with unique skills may be made available on a pre-scheduled basis to provide an inservice experience for work site staff at times during the school day when students are not present.
- E. In the event that certain staff expertise cannot be located, contracted services may be solicited from constituent school districts, community and college resources, subject to the provisions of Article 2.3.

9.3 Extra-Curricular Duties

Extra-curricular duties including, but not limited to, such items as athletic programs, school fairs, social functions, and/or club sponsoring shall be voluntary on the part of the employees. The parties mutually agree, however, that employees should arrange their weekly schedules to include several school-related functions during the year as part of their ongoing professional commitment.

9.4 Transportation of Students

Employees shall be permitted, with the approval of the Principal/Supervisor, to use their own automobiles to transport students only if they have provided proof of insurance to the Employer. The difference between the cost of the employee's liability insurance and the cost of one-hundred thousand dollars (\$100,000) per individual and three-hundred thousand dollars (\$300,000) per accident shall be borne by the Employer.

9.5 Orientation of Employees

Orientation for new employees shall be developed by the Employer and the Union.

9.6 Team Teaching/Position Exchanging

A. Team teaching programs will be specifically explored to create sharing of ideas among employees and development of cooperative attitudes and abilities among students on a broader scale than can be achieved in any one classroom. Implementation will be by mutual consent of the affected parties.

B. Employees who mutually agree to position exchange and the period of time the exchange will take place will submit a proposal in writing to the Director of the Program. The Employer will agree to investigate the feasibility of the exchange. If the Employer does not agree with the exchange, it will state in writing its rationale to the affected parties.

9.7 I.E.P.C.'s, M.E.T.'s and Conferences (including Parent, Guardian and Agency Personnel)

A. Said conferences may be held before or after the student day.

B. The Union member will be relieved from classroom duties by substitute teachers or through other arrangements made with the Principal/Supervisor.



- C. The Principal/Supervisor and Union member agree to explore ways to free up extended time for writing the finalized I.E.P.C.'s, M.E.T.'s and conferences (including parent, guardian and agency personnel).
- D. I.E.P.C.'s, M.E.T.'s and parent conferences shall be tentatively scheduled for an entire upcoming school year by administration no later than July 5 of each year. Professional staff will be notified of all new entry I.E.P.C.'s at least two (2) weeks before the scheduled dates of the I.E.P.C.'s. In unusual circumstances, the Principal/Supervisor shall give a timely notice.

#### 9.8 Curriculum Development

Through such methods as paid release time, extra contractual assignments, inservice workshops, etc., every effort will be made to involve individual employees, groups of employees, and administrators in development of curriculum and improvement of existing programs.

#### 9.9 Inservice Development

- A. Inservice workshops shall be included in the school calendar. Such workshops will be planned jointly by the staff and the Director of the Program, and may include invitations to outside speakers on a variety of topics, including demonstration of educational materials suitable for ongoing programs or contemplated innovations.
- B. The Director of the Program may free up members who are selected by a process mutually agreed upon by the Employer and the Union for the purpose of curriculum development.
- C. Inservice development shall be the responsibility of the Employer and of a Union appointed committee. This committee shall solicit employee's input prior to development of inservice packages.

#### 9.10 Visitation Day

It shall be the policy of the WCISD to permit each employee to spend up to one (1) day per year visiting other educational settings, both inside and outside the district in which new or specialized programs are being conducted which can be justified in terms of a direct relationship to the employee's present work assignment.

Permission for visitation shall be secured two (2) weeks in advance from the Principal/Supervisor. The Union member shall secure permission from the Superintendent or his/her designee in the districts being visited. Except in unusual circumstances, visitation days shall not be granted or taken:

- A. Between August 1 and October 1.
- B. On Mondays or Fridays.
- C. On days immediately preceding or following a vacation.

#### 9.11 Conferences

Employees shall fill out a conference request form and submit it to the Principal/Supervisor at least three (3) weeks in advance of the specific convention, workshop or conference. In unusual circumstances, the three (3) week requirement may be appealed in writing to the Superintendent's office with a copy to the Principal, Supervisor, Director of the Program and the Union.

The Union shall appoint a designee to review conference requests routed from the Director of the Program to ensure equity in opportunities for attendance.

The Director of the Program shall make final approval of requests.

At any such convention, workshop or conference, employees shall receive their regular pay. Substitute salaries will be paid by the Employer. Staff will be required to appropriately report to other staff information gained at the convention, workshop, or conference.

In the event that the WCISD requests an employee to make a presentation at a conference in the name of the Intermediate School District, the Employer will reimburse the employee for his/her expenses according to the District's current standard practices set forth in Standard Practice 306, as amended.

#### 9.12 Student Welfare

The Employer and the Union recognize that the welfare of students in this highly specialized setting is of foremost concern. The parties recognize further that:

- A. The students require an array of services that may exceed the competencies of the administrators and employees; therefore, the parties mutually agree to:
  - 1. Explore means of providing complementary educational, recreational, social, medical, and psychological services with appropriate public and private agencies.
  - 2. Explore "normalization" experiences of both short- and long-term duration with constituent school systems and other community agencies.
  - 3. Consider the transfer of students to other agencies that could best serve the students after conference and agreement with the Wayne County Intermediate School District staff, local school district and parents.
  - 4. Explore an operational system for obtaining curriculum, consultation, media and materials with agents of Wayne County Intermediate School District Media Center.
  - 5. Explore the development of a community volunteer program so that students can be provided with additional assistance.
  - 6. Provide a list of resources and referral sources.
- B. Because of the unique nature of the population of students in the district, special considerations must be given to the safety and welfare of the students; therefore:
  - 1. If a student exhibits behavior which has not responded to the concerted attention of the employee, the employee should:
    - a. Consult with the Principal/Supervisor and other appropriate staff to determine appropriate resolution of the problem.
    - b. Consider different management techniques, placement or suspension consistent with the Board's policies and standard practices in these areas.

2. Should difficulties arise between center personnel and a student or students, a conference will be arranged to determine the nature of the difficulties and solutions possible with no recrimination set upon either party.
- C. A resource room may be established in each center to facilitate the mainstreaming of acting-out students into regular classrooms.
- D. A self-contained classroom may be established in each center to facilitate intensive treatment of severely acting-out students.

#### 9.13 Student Assignments

- A. In the interest of expediting initiation of meaningful programs at the beginning of each school year, the Employer, when possible, agrees to make available to staff before the school year lists of students and students' records, which records may be taken to the appropriate classroom during the day and returned to the office by the end of the school day. Such records must be checked out of the office and must be returned to the office by the end of the day.
- B. At the beginning of the school year, class lists shall be provided to support staff in each building with periodic updating. Student records are available to the support staff on the same basis as for teachers.
- C. Before a new student enters a room, the employee will have the opportunity to review the student's most recent educational, medical and psychological records. If possible, the employee will have the opportunity to meet the student.
- D. Student assignments and reassignments will be made following the final recommendation of a multi-disciplinary committee. The committee shall be comprised of a minimum of three (3) of the following:
  1. Nurse
  2. Teacher
  3. Psychologist
  4. Teacher of the Speech and Language Impaired
  5. Occupational Therapist
  6. Registered Physical Therapist
  7. Behavior Intervention Facilitator



This committee, by a majority vote, will make recommendation regarding student placement. After reviewing this recommendation, the Principal/Supervisor will make a determination for placement.

When a new student enters a center, the student will be placed into a class for evaluation. Said placement will be by the Principal/Supervisor upon recommendation of the multi-disciplinary team as described above. Said multi-disciplinary team will be involved with the initial interview with the parents, Principal/Supervisor and student prior to said recommendation. The professional staff who have worked with the student will further make a recommendation for the student's placement to the Principal/Supervisor, who will reconvene the multi-disciplinary team within five (5) days should the classroom staff disagree with the initial placement.

## ARTICLE 10

### Facilities and Supplies

#### 10.1 Building Maintenance/Temporary Closing of Work Sites

There will be custodial services in each building to ensure professional upkeep and maintenance of such facilities.

- A. In the event that janitorial services or building or sanitation conditions are deemed inadequate by the employees, the employees and the Principal/Supervisor will develop a check list, and specific documentation will be collected for a period of ten (10) days. It will then be the responsibility of the Principal/Supervisor to secure adequate janitorial or other building services within five (5) duty days.
- B. If the employees or the Principal/Supervisor believe that the building conditions at any time during or before the school day endanger the safety or health of staff or students, the Principal/Supervisor, the affected employees and the Union representative shall meet to determine whether the school day should be cancelled for students and/or staff.
  1. Examples of conditions which may result in cancellation of a school day for students, staff, or both include lack of adequate heat, water, electric power; excessive heat conditions; environmental toxins, fire damage, or sewer malfunction.
  2. When conditions exist which require that students be sent home or not admitted to the building, a communication plan developed by staff and Principal/Supervisor shall be implemented. This plan may involve all staff and will require, at a minimum, notice to parents.
  3. When conditions exist which require that staff be dismissed from a building, alternate work sites and plans will be utilized. A staff disbursement plan shall be developed by the Principal/Supervisor, staff and Union representative at each building, which will provide specific alternatives for staff. The staff disbursement plan, with review by the Union President, shall be subject to the approval of the Director of the Program.

- C. In the event weather conditions are such that staff will not be required to report, staff will be notified by the Employer between 6:00 a.m. and 7:30 a.m. through regular radio and/or television channels used by the school districts in the area. In such case that any center is not accessible due to weather conditions, employees may be required to report to other centers or work locations.

10.2 Building Space and Equipment Needs

In the event that suitable space or equipment within each school building, as determined by a committee of building staff, Principal, and Union representative, is not immediately available, or is inappropriate to meet the needs of staff or students, said committee will identify and document needs relating to the building and facilities within each building. The committee will develop a proposal for resolution of the concerns and submit it to the Director of the Program. Within ten (10) days, the Director of the Program will communicate to said committee his/her plans in regards to resolution.

10.3 Secretarial Services/Telephone

Secretarial services shall be available in each building for professional staff.

The Employer will make a reasonable effort to provide the employee with a telephone in an area which facilitates confidentiality of discussion.

10.4 Library

A library of current periodicals and appropriate resource materials for employees shall be established.

10.5 Classroom Equipment

Each room will be supplied with furniture designed to fit the students assigned to the room. Any special equipment recommended by the employee and approved by the Employer shall be provided.

10.6 Bus Schedule

Efforts will be made with other school districts to minimize waiting and delay of arrival and departure of buses and taxis. A bus schedule will be available in each building.

10.7 Presentation of Budget

Prior to October 1 of each year, the Principal/Supervisor or Director of the Program will present an updated current year's budget and preliminary budget for the next year at a general staff meeting for staff review and reaction.

10.8 Requisitions/Petty Cash

A consistent, written process developed by the Employer shall be followed at each site for requisitioning and petty cash.

10.9 Improvements in Centers

Where major voluntary improvements are contemplated for a particular school, employees shall be involved in planning for such improvements to the extent that, through the Board minutes, employees shall be notified of such contemplated improvements and their suggestions will be considered before any final decision is reached by the Employer.

10.10 Teaching Materials

Employees shall be permitted to secure teaching materials consistent with IEPC's subject to prior approval by the Principal/Supervisor.

10.11 Resident Office

Union members may establish an office at their residence.

10.12 Moving/Cleaning Classrooms

When a classroom is moved or cleaned at any time during/before/after the school year, furniture and supplies shall be functionally in place before the students arrive.

10.13 Work Garments

Union members may purchase garments suitable for this work environment.



## ARTICLE 11

### Extended Year Employment

#### 11.1 Notification for Summer Employment

The Employer shall notify all employees of their option for summer employment by written memorandum no later than February 15 of each school year. If the employee is hired after March 15, the Employer will notify the employee within five (5) days of date of hire. Said memorandum shall include a response form by which the employee may specify his/her option for:

- A. Full summer employment.
- B. Partial summer employment  
Member may elect one (1) block of no less than five (5) consecutive duty days off work.
- C. No summer employment.

In order to be considered for the extended year, the employee must return the response form to the Director of Human Resources on or before March 15. Persons hired after March 15 must return the response form within ten (10) days following date of employment.

#### 11.2 Assignments for Summer Programs

The Employer shall notify such employees by written memorandum, as soon as possible but no later than June 10 of that year, of the dates, location, and staff assignment for the supplemental program.

- A. 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, and the type of program to be offered.
- B. 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:
  - 1. Employees within the Union shall be given first option for open positions.

2. 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 their present assignment.
3. Other available positions will be given to employee(s) within the Union with the most senior service in the system who are certified/licensed/approved/registered/endorsed.
4. After all qualified and interested Union members have been selected, former employees who no longer work for the Employer because a program was transferred to a constituent district should be considered for openings. No later than March 15, former employees shall notify the Director of Program and the Union regarding their availability for summer employment, together with specific verification of the dates they were previously employed with the district, the date of the program transfer, current address, telephone number and verification of their present salary step (BA/MA).
5. Union employees and former employees (as described in paragraph 4 above) will be placed on a preferential substitute list for the summer.

#### 11.3 Extended Placement/Salary Schedule

When a former employee as described in 11.2(B)(4) is employed in a teaching position in the district during the summer for five (5) consecutive duty days in the same position, he/she will be placed on Step I of the applicable salary schedule (BA or MA).

#### 11.4 Day to Day Pay Rate

Union members working the extended school year shall be compensated for a full day's pay at a 185-day per diem rate of the 10-month salary schedule, except that union members who perform day-to-day substitute teaching shall be compensated at a per diem rate of \$50 for each day worked.

11.5 185 Per Diem Rate

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 the 185 per diem rate spread over the extended session which includes the July 4 holiday. In the event an employee goes off payroll for any day, the loss of pay will be equal to the 185 per diem rate.

## ARTICLE 12

### Leaves

#### 12.1 Sick Leave

- A. Each employee shall be granted a bank of sick leave days in the amount of ten (10) days per year which bank shall be established on July 1. Sick leave days are to be used solely and exclusively for illness of the employee and/or a member of his/her immediate family when the employee is responsible for the care of that member of the family (e.g., a mother or father caring for sick child).
- B. One (1) additional day shall be granted for each four (4) weeks of work beyond the 10-month school calendar.
- C. Unused sick leave days shall accrue year to year on an unlimited basis.
- D. Sick leave days may be used in advance; however, in the event that an employee severs his/her employment with 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.
- E. Sick leave may be granted in the amount of not to exceed fifteen (15) 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 or a significant work related illness. This sick leave takes effect after the individual has exhausted his/her sick leave bank.

#### 12.2 Medical Leave

- A. Extended health leave due to physical or mental causes falling within the sick leave policy may be granted, upon request by the employee, provided the criteria used in granting such leaves shall be uniformly applied to all applicants. Such request shall be accompanied by a written evaluation by the attending physician. Such extended health leave may be considered for renewal annually.



- B. Prior to the approval of an extended health leave, all sick leave time must be used.
- C. Requests for extensions of leave or notice of intention to return early from leave of more than 60 days must be made in writing and submitted at least thirty (30) days before the leave is to terminate or be extended.

Requests for extensions of short-term leaves (sixty (60) duty days or less) must be made in writing and submitted at least seven (7) calendar days before the leave is to terminate. If an employee wishes to return from a short-term leave earlier than the previously requested seven (7) calendar days, written request is required.

- D. Failure to return after termination date of a leave will constitute termination of employment.

### 12.3 Business Leave

- A. Business leave days shall be granted an employee up to two (2) days for personal business which requires the employee's absence during the school day, and is of such nature that it cannot be attended to when school is not in session. Business days not used between July 1 and June 30 shall be credited to the employee's sick leave bank on the following July 1.
- B. A written request for a business leave day shall be submitted to the Principal/Supervisor for approval by that administrator, 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 Principal/Supervisor of the emergency and submit a request on return to duty.
- C. It is understood that business leave days shall not be used prior to or following vacation leave or holidays except in emergencies.
- D. Newly hired employees shall receive one (1) day if employed after January 1 and two (2) days if employed before January 1.

#### 12.4 Jury Duty

An employee who serves on jury duty shall be paid the full amount he/she would have earned for each day in which the employee reports for, or performs, jury duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Employer the amount received for jury duty. If an employee is paid mileage by the court, he/she retains the mileage payment.

#### 12.5 Military Duty

An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full-time active duty away from his/her work assignment for a maximum of two (2) weeks per year, except in the case of national or civil emergency when an extension may be requested in writing to and approved by the Superintendent.

#### 12.6 Parental Leave

Parental leave shall be granted for up to one (1) calendar year. Parental leave may be extended for one (1) additional year from expiration of the first parental leave. The employee must make written request for extension of the parental leave sixty (60) duty days prior to the expiration of the first leave.

Parental (or adoption) leave shall be granted as needed according to Title IX except during the first year the Employer has the option to grant personal leave.

If an employee wishes to return earlier than previously requested, twenty (20) duty days written notice is required.

Accumulated sick leave may be applied prior to the beginning of a parental leave.

#### 12.7 Exchange Teaching Leaves

Leaves granted for participation in exchange teaching programs shall receive full credit for time spent on leave on the salary grid.

12.8 Union/Public Office Leave

If a union member is elected or appointed to a Union or public office, he/she shall be granted leave for the period of time covered by his/her tenure in office. Upon return from such leave, the employee shall be placed on the salary grid in the position he/she would have obtained had he/she not been granted leave. Seniority does not accrue while on leave.

12.9 Funeral Leave

Employees may be granted up to five (5) duty days following a death in the immediate family (includes employee's spouse, children, parents, foster parents, grandparents, parents-in-law, brothers, sisters, or any person for whose financial or physical care the employee is primarily responsible). When funeral arrangements or demonstrable obligations fall on a employee following the death of an in-law, this provision shall be extended to include that relationship. Employees shall have one (1) day leave to attend the funeral of a relative or close friend, deductible from business and/or sick day bank.

12.10 Sabbatical Leave

A. Sabbatical leave shall be available to any employee at the end of the seventh (7) year of employment in the district, inclusive of authorized leave periods. Sabbatical leave may be granted for one (1) year or for one-half (1/2) year upon request of the employee; such leave to be used for professional study, for work on job-related publications commissioned by a publisher, or for travel combined with an approved study program. Sabbatical leave may also be granted for travel or for any other reason which will contribute to the professional growth of the employee.

B. Remuneration for sabbatical leave shall be one-half (1/2) of the employee's salary for the leave period. The Employer agrees to continue to pay such fringe benefits, including insurance, as may be in effect for employees not on sabbatical leave. Upon return from leave, the employee shall be placed in the position on the salary grid he/she would have obtained had he/she not been on leave. The number of sabbatical leaves available in any one (1) year shall be limited to two percent (2%) of the total bargaining unit. The employee shall be requested to stay for two (2) years following sabbatical leave. The application form for the sabbatical leave shall be mutually agreed upon by both parties.

12.11 Study or Travel Leave

An employee who is a tenured employee may be granted leave not to exceed one (1) calendar year, for the purpose of study and/or travel. Such leave shall carry no remuneration or fringes and no credit on the salary grid.

12.12 Other Leaves

Leave of absence or a personal leave may be requested and may be granted to employees.

12.13 Return from Leaves

- A. An employee shall be entitled to return to his/her former position following termination of leave not exceeding one (1) year.
- B. Open positions resulting from a one (1) year leave will not be posted within the unit but may be filled by a permanent substitute employee.
- C. If a permanent substitute has been hired for a leave position, and has filled that position for a period of one (1) year and is then hired, with the employee on leave not returning, the permanent substitute will receive retroactive seniority to his/her date of hire in that leave position. (See Section 8.3)
- D. 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 7. When the employee on leave returns, he/she shall have the right to an open position in the center he/she left, unless another employee with greater seniority on such extended leave is also returning to the same center.

In the event there is no open position in the center from which the employee left, the employee will be granted any open position in the District according to seniority. At the point when no openings exist, the returning employee shall have the right to bump the least senior employee at any work site in the unit within his/her job classification.

- E. Whenever possible, members returning from leaves of absence shall be covered by all insurance benefits effective the day of return from said leave.



## ARTICLE 13

### Compensation

#### 13.1 Salary Computation

Annual salaries shall be computed according to Addendum B, attached hereto, which is incorporated into and made a part of this Agreement.

- A. Movement on the basic salary grid shall be automatic, based solely on credited experience and training.
- B. Full credits shall be given at the time of employment for all prior full-time teaching experience in the field. All other related work experience will be individually and fairly evaluated by the Employer and assigned an experience equivalence, if any, at the time of employment.
- C. When an employee completes course work in the summer that entitles him/her to a higher level of pay according to the salary grid, he/she shall be paid at the higher rate for the full year if application and validation for such higher rate is received no later than the third Wednesday after Labor Day of that year.
- D. When an employee completes course work during the fall semester that entitles him/her to a higher level of pay according to the salary grid, he/she shall be paid at the higher rate for one-half (1/2) year if application and validation for such higher rate is received not later than January 15.
- E. In order to qualify for an increment, a new employee must work one-hundred twenty (120) days during the period of July 1 through June 30. In order to qualify for an increment a new employee who starts work after January 1 must work 120 days during the period of January 1 through August 30. All other employees in order to qualify for an increment must work one-hundred twenty (120) days during the period July 1 through June 30 inclusive of job-related injuries and no more than one (1) short-term leave. Except for increments paid to new eligible employees on September 1, all other increments shall be effective on July 1.

Part-time employees must work one-hundred twenty (120) days in order to receive an increment. Increments shall be received upon completion of one-hundred twenty (120) days. The teacher must submit a request for the increment to the Human Resource Department, and the increment shall be paid retroactive to the date of completion of the one-hundred twenty (120) days.

- F. Employees who are required by the Employer to take additional course work because of changing job requirements shall be reimbursed for tuition and books upon satisfactory completion of course work.

Full-time members of the bargaining unit will be issued twenty-one (21) pays in equal bi-weekly amounts over days worked and not worked during the 10-month school year (September-June). When a pay period comes during a time that school is not in session, paychecks shall be mailed to the employee's home at the Employer's expense. Employees may personally pick up their check prior to 2:00 p.m. on pay day.

### 13.2 Miscellaneous Provisions

- A. Automobile allowance: Employees who use privately-owned automobiles in pursuit of specifically assigned duties shall be reimbursed at the rate established by the Wayne County Intermediate School District Board of Education.
- B. Any health examinations which are required for employment shall be paid for by the Employer.
- C. If the personal property of an employee, which has been brought to the classroom with the prior written approval of the Principal/Supervisor in charge, is damaged, stolen, or destroyed, the Employer agrees to reimburse the employee in the amount of the estimated loss, or to replace the article.
- D. All union members are 10-month employees.

### 13.3 Job-Related Injuries

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) duty days or less). Upon Employer's request, an employee shall provide a physician's statement certifying that the injury is of such a nature as to prevent the employee from performing his/her job duties after the seven (7) duty day period. It is understood that at any time within the first seven (7) duty days during which an employee submits a claim for paid leave under this section of the Agreement, the Employer may require medical certification that the employee is unable to return to the classroom to perform regular teaching duties.

Any other job-related injury to any employee which requires medical treatment and results in lost time shall be compensated in the following manner: The Employer shall pay the difference between Worker's Compensation and the employee's regular pay on the basis of a pro-rated withdrawal from the employee's sick bank until such bank is exhausted. This benefit shall extend for a maximum total period of ninety (90) duty days.

### 13.4 Insurance Protection

- A. All insurance benefits are subject to the policy and the rules and regulations of the carrier.
- B. The Employer shall continue to provide, without cost to the employee, full family Blue Cross-Blue Shield MVF-2 insurance with the ML Rider, Master Medical Option I, and Prescription Drug Program - Two dollar (\$2.00) co-pay as specified in the latest brochure (or the equivalent coverage) provided to each employee at time of employment.

The employee has the option to pick up the Blue Cross-Blue Shield coverage at the group rate prior to a leave or has the option to pick up or enroll in the Health Alliance Plan - HMO option.

- C. The Employer shall provide, without cost to the employee, group life insurance protection in the amount of thirty-five thousand dollars (\$35,000), double indemnity, for accidental death to be paid to the employee's beneficiary. Said policy shall also include coverage for dismemberment.

- D. The Employer shall provide the employee with 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 which covers routine and major treatments as specified in the latest brochure. Class II benefits fifty percent/fifty percent (50%/50%) maximum level of benefits per person being six hundred dollars (\$600) per year.
- E. The Employer shall provide at no cost to the employee, long-term disability insurance which provides payment of up to sixty percent (60%) of the employee's base salary or one thousand seven-hundred dollars (\$1,700) per month whichever is the lesser up to the end of disability or to age seventy (70), whichever is earlier less Social Security.
- F. An employee on leave shall be covered by all Employer paid insurance protection for two (2) payments after the beginning of a leave, after which time such person may continue his/her coverage at group rates payable in advance at his/her own expense.
- G. 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.
- H. Employees may call Payroll for verification of coverage.

#### 13.5 Part-Time Employees/Position Sharing

- A. Regularly scheduled part-time employees shall be allowed to apply for all insurance benefits provided for in this Agreement provided the employee meets the requirements of the carrier and pays a prorated premium pursuant to Section 13.6 (C).
- B. Sick days shall be prorated on the basis of the part-time employee's scheduled hours of work.
- C. All premiums shall be deducted from the part-time employee's paycheck.
- D. Part-time employees are paid at the 185 day per diem rate inclusive of July 4.



- E. The parties agree that Position Sharing as described below, will be available to all members of the bargaining unit.
1. Position Sharing, which is an alternative to full-time work, will allow certified, registered, licensed and properly approved union members to share a full-time position.
  2. Persons who desire to share a position shall, upon, approval, enter into a written agreement with the Employer and the Union.
  3. There will be a common commitment by the involved members to all programmatic concerns as shall be specified in the joint agreement.
  4. All staff must adhere to application procedures.  
(See Addendum C)
  5. Persons desiring to engage in Position Sharing may apply for the following periods of time:
    - a. the entire ten-month school year (Sept-June)
    - b. half of the ten-month school year (Sept-Jan or Jan-June)
    - c. the extended school year (June-August)
  6. If the "Joint Agreement of Position Sharing" is unacceptable to any of the parties, it may be appealed to the Director of Program/Supervisor, who will respond to the appeal within ten (10) days.
  7. Any open position created by Position Sharing will be treated as a leave (Article 12.13).
  8. Union members will return to the positions they held prior to Position Sharing, if available, at the end of their agreement.
  9. If an emergency situation arises in which either of the participants desires to return to his/her full-time position, a written communication must be submitted to the Director of the Program, Principal(s), Supervisor, other participants, the President of Local 47, as applicable, and the President of Local 2323 for consideration. All parties must agree in order for a participant to breach the agreement.

10. Union members will be compensated at the 185-day per diem proration of their contractual salary step for days on payroll throughout the 232-day school year, and will not be entitled to holiday pay with the exception of July 4th if it is the said union member's scheduled day for work.
11. Participants may take advantage of fringe benefits if the union member agrees to pay the balance of prorated premium rates commensurate with time scheduled on payroll to the extent that the policies, rules and regulations of the carriers shall allow. In some cases, it will be necessary for payment to be made in advance.
12. Retirement will continue to be paid by the Employer.
13. Participants may renegotiate the original Position Sharing agreement for the second half of the school year or the extended school year. If participants remain the same, Form D (REQUEST FOR EXTENSION OF POSITION SHARING AGREEMENT) must be submitted thirty (30) days prior to the start of the extension of the Principal/Supervisor in which the participants are working, along with a copy (if applicable) to the Principal/Supervisor of the building to which the participant(s) would return following termination of the agreement. The original application will be reviewed by the Principal/Supervisor of the building in which the participants are working and sent to the Director of the Program for approval. If one participant does not want to extend the position sharing agreement, application steps 1 and 6 must be followed.
14. Participants who request Position Sharing for the extended year must also submit an application for extended year employment for their original position by March 15.

#### 13.6 Safety in the Work Site

The Employer endorses and fully supports the principle of providing a safe place to work.

13.7 Payroll Deductions

All authorizations for payroll deductions will be made on appropriate forms and shall be available for:

- A. Union dues or service fees.
- B. U.S. bonds.
- C. Credit union.
- D. United Foundation.
- E. Tax sheltered annuity.
- F. Any mutually agreed upon items.

## ARTICLE 14

### Duration

The duration of this agreement will be from July 1, 1986 through June 30, 1990, except that the salary schedule only (Addendum "B"), for the 1988-89 and 1989-90 school years only, shall be reopened no earlier than April 1, 1988.



ARTICLE 15

Endorsement

In Witness Whereof, the parties hereto execute this agreement by  
and through their duly authorized representatives.

THE WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

Board of Education

BY:

DATE: \_\_\_\_\_

\_\_\_\_\_/s/  
Director of Programs

\_\_\_\_\_/s/  
Chief Negotiator

THE WAYNE INTERMEDIATE FEDERATION OF TEACHERS

LOCAL 2323

An Affiliate of the Michigan Federation of Teachers,  
The American Federation of Teachers  
AFL-CIO

BY:

DATE: \_\_\_\_\_

\_\_\_\_\_/s/  
President, Chief Negotiator,  
MFT Vice President  
Michael Reeber

\_\_\_\_\_/s/  
Jill Leidholdt

\_\_\_\_\_/s/  
Carol Kerns-Wilson

\_\_\_\_\_/s/  
Sharonlyn Thommie

## ADDENDUM "A"

The School Calendars for 1986-87, 1987-88, 1988-89, and 1989-90 shall meet the following criteria. The calendar shall be provided to each employee by Management.

A. Student days:

1. TMI - 183 days
2. SMI - 230 days

B. Staff days:

1. TMI - 185 days (maximum of 185 days with option to work if extended year is approved).
2. SMI - 185 maximum plus optional extended year.

C. All employees shall follow the TMI or SMI calendar except in cases for the benefit of the children it is mutually agreed between the employee and the Employer to have an alternate schedule, i.e., job placement, title programs, etc.

D. In instances of inclement weather or acts of God that necessitate closing programs, the day shall not be made up.

E. All staff shall receive two (2) inservice days to be included within the 185 day calendar with no students.

# ADDENDUM "A-1"

## WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

### SCHOOL CALENDAR 1986-87

4	July	Independence Day	Schools Closed
15	August	Summer Recess	Schools Closed At End of Day
2	September	Schools Reopen	Staff and Students Report
26	November	Thanksgiving Recess	Schools Closed At End of Day
1	December	Schools Reopen	Staff and Students Report
23	December	Winter Recess	Schools Closed At End of Day
5	January	Schools Reopen	Staff and Students Report
19	January	Black Heritage Day	Schools Closed
16	April	Spring Recess	Schools Closed At End of Day
27	April	Schools Reopen	Staff and Students Report
25	May	Memorial Day	Schools Closed
11	June	End of 10 Month School Year	

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

\*Note: Only one inservice day is provided for in this calendar.

ADDENDUM "A-2"

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

SCHOOL CALENDAR  
1987-88

4	July	Independence Day	Schools Closed - July 3
20	August	Summer Recess	Schools Closed At End of Day
8	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.



# ADDENDUM "A-3"

## WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

### SCHOOL CALENDAR 1988-89

4	July	Independence Day	Schools Closed
18	August	Summer Recess	Schools 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
2	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
13	June	End of 10 Month School Year	

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

ADDENDUM "A-4"

WAYNE COUNTY INTERMEDIATE SCHOOL DISTRICT

SCHOOL CALENDAR  
1989-90

4	July	Independence Day	Schools Closed
22	August	Summer Recess	Schools 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.

# ADDENDUM "B-1"

## SALARY SCHEDULE 1986-87

### 185 Day Schedule

BA Schedule	<u>A</u>	<u>B</u>	MA Schedule	<u>A</u>	<u>B</u>
Step #1 - \$	18,525	\$ 18,710	Step #1 - \$	20,342	\$ 20,546
2 -	19,661	19,857	2 -	21,820	22,038
3 -	21,252	21,464	3 -	23,638	23,875
4 -	22,388	22,612	4 -	25,116	25,367
5 -	23,524	23,759	5 -	26,366	26,630
6 -	24,661	24,908	6 -	27,729	28,006
7 -	25,683	25,940	7 -	28,979	29,269
8 -	26,819	27,087	8 -	30,343	30,646
9 -	27,956	28,236	9 -	31,706	32,024
10 -	28,979	29,269	10 -	33,070	33,401
11 -	30,758	31,143	11 -	36,138	36,590

1. B.S./B.A. plus 18 semester hours - \$500 at each level.
2. M.S./M.A. plus 30 semester hours = Ed.S., Double Masters - \$300 at each level; \$700 at Step 11.
3. Salary is retroactive to July 1, 1986.
4. Coordinating teacher: \$500 at each level.
5. Schedule A: 7-1-86 to 1-23-87  
Schedule B: 1-26-87 to 6-30-87

# Addendum "B-2"

## SALARY SCHEDULE 1987-88

### 185 Day Schedule

BA Schedule	<u>A</u>	<u>B</u>	MA Schedule	<u>A</u>	<u>B</u>
Step #1 -	\$ 19,271	\$ 19,656	Step #1 -	\$ 21,162	\$ 21,586
2 -	20,453	20,862	2 -	22,699	23,153
3 -	22,108	22,550	3 -	24,591	25,083
4 -	23,290	23,756	4 -	26,128	26,651
5 -	24,472	24,961	5 -	27,429	27,977
6 -	25,655	26,168	6 -	28,846	29,423
7 -	26,718	27,253	7 -	30,147	30,750
8 -	27,900	28,458	8 -	31,565	32,197
9 -	29,083	29,665	9 -	32,985	33,644
10 -	30,147	30,750	10 -	34,403	35,091
11 -	32,155	32,879	11 -	37,779	38,629

1. B.S./B.A. plus 18 semester hours - \$500 at each level.
2. M.S./M.A. plus 30 semester hours = Ed.S., Double Masters - \$300 at each level; \$700 at Step 11.
3. Salary is retroactive to July 1, 1987.
4. Coordinating teacher: \$500 at each level.
5. Schedule A: 7-1-87 to 1-22-87  
Schedule B: 1-25-88 to 6-30-88



## ADDENDUM "C"

### Position Sharing Application Procedures and Forms

- Step 1. Submit "Request Application for Shared Time Position" (Form A) the appropriate Principal/Supervisor and receive approval before soliciting staff for participation. Disapproval/approval shall be given by Principal/Supervisor within 10 days after receipt of request.

Position Sharing requests shall be submitted to the Principal/Supervisor at least 45 days prior to the starting date of such position.

- Step 2. Once approved, interested members may solicit other staff for participation. If a member is unsuccessful in finding someone within the bargaining unit to share a position, AFT Local 2323 will assist by soliciting members' participation by way of a posting. If AFT Local 2323 is unsuccessful, the Human Resource Department will solicit outside of the school district for staff upon Union written request. All parties must understand that participation in Position Sharing is based upon the availability of appropriate participants.

- Step 3. When all participating staff have been identified, participating staff, principal(s), supervisor(s), and Presidents of Local 47 (applicable) and 2323 will meet to develop the "Joint Position Sharing Agreement."

- Step 4. A separate attachment to the "Joint Agreement of Position Sharing Agreement" (Form B) shall include the following:

1. The specific method of consultation between position sharing staff and between position sharing staff and support staff. When Position Sharing agreements involve two teachers who work with the same children, both teachers shall keep and share a notebook of daily written communication regarding activities, events, and concerns.
2. Dates in which a two-day orientation for substitutes will occur with the permanent staff. Participants who must leave their buildings to position share shall remain in their building until a substitute is hired to replace them.

- Step 5. Participants must agree to and sign the "Agreement Regarding Position Sharing" (Form C) in order to be considered for position sharing.

- Step 6. All required documentation (Forms A, B, C, and D) must be sent to the Director of the Program/Supervisor for approval.

REQUEST (APPLICATION) FOR SHARED TIME POSITION

NAME \_\_\_\_\_ CENTER \_\_\_\_\_

POSITION \_\_\_\_\_ TYPE OF STUDENTS: PRESENTLY TEACHING:

Starting Date of Assignment \_\_\_\_\_ SMI \_\_\_\_\_ SXI \_\_\_\_\_ Other \_\_\_\_\_

Ending Date of Assogment \_\_\_\_\_ Age Range \_\_\_\_\_

Number of Days per Week in Regular Position \_\_\_\_\_

Number of Days in Other Activities \_\_\_\_\_

Reason for request \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How will the granting of this request enhance your professional and/or personal life growth?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

How do you see your classroom/caseload function in the shared time plan?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_ I am in agreement with this request  
for Position Sharing

Signed \_\_\_\_\_  
Principal/Supervisor

\_\_\_\_ I am not in agreement with the request  
for Position Sharing

Date \_\_\_\_\_

Comments:

## JOINT AGREEMENT OF POSITION SHARING

Position sharing between \_\_\_\_\_ and \_\_\_\_\_  
Name NameStarting date \_\_\_\_\_ of position sharing at \_\_\_\_\_ • Ending Date \_\_\_\_\_  
CenterSHARED TIME AGREEMENT  
(Division of Classroom/Student Caseload)Teacher Classroom Responsibility Teacher 1 Division of Responsibility Teacher 2 Division of ResponsibilityNumber of days in classroomLesson PlansAssessmentsIEPCsPerformance ObjectivesParent ConferencesBehavior PlansStaff MeetingsMaterial & Supply RequisitionsTeacher's  
SignatureTeacher's  
Signature

Under division of responsibility, each teacher will indicate agreement of workload.

Union 2323

Union 47

Principal/Supervisor

Director of the Program/Supervisor

AGREEMENT REGARDING POSITION SHARING

It is hereby agreed to and understood by the parties hereto that the following should be adhered to by all staff engaging in Position Sharing during the school year:

1. If either person who contracts to position share breaches the position sharing contract at any time during the duration of the position contract, the remaining person shall immediately report to work full-time in that position.
2. Staff who engage in a position sharing contract hereby agree to waive their rights of contract to apply to any open position posted within the bargaining unit for the duration of their position sharing contract (7.1, 7.2).
3. When permanent staff leave their building to position share and the substitute person who fills their position leaves that position, the permanent staff members involved in position sharing must return to their position full-time and the Position Sharing Agreement is terminated.
4. Staff who engage in a position sharing contract for the extended school year agrees to work the entire extended school year and waives any option for partial summer employment.

\_\_\_\_\_  
UNION

\_\_\_\_\_  
EMPLOYER

\_\_\_\_\_  
EMPLOYEE

JK:sem  
7-86



REQUEST FOR EXTENSION OF  
POSITION SHARING AGREEMENT

We would like to request an extension of the Position Sharing agreement between  
\_\_\_\_\_ and \_\_\_\_\_ at \_\_\_\_\_  
Name Name Center

as proposed in joint agreement on \_\_\_\_\_  
Date

Dates of Requested Extension \_\_\_\_\_

Signed \_\_\_\_\_

Date of Submission  
to Principal/Supervisor \_\_\_\_\_

\_\_\_\_\_ I am in agreement with this request for extension with the following  
revision:

\_\_\_\_\_ I am not in agreement with this request for extension for the reasons stated  
below:

Signed \_\_\_\_\_  
Principal/Supervisor

Date \_\_\_\_\_

Waiver for New Hires  
Engaging in Position Sharing

It is my understanding that my employment status with the Wayne County Intermediate School District is temporary for the duration of the position sharing contract attached, dated \_\_\_\_\_ through \_\_\_\_\_.

While employed, I will have access to all rights, benefits, and responsibilities of the current AFT, Local 2323 contract with the exception of the contractual application of accrued seniority (12.13C). If hired as a regular permanent employee, all accrued seniority will be accessible.

\_\_\_\_\_  
Employee

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Union

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ADDENDUM D

### Staff Development Requests

- A. From July 1, 1986 to June 30, 1988, bargaining unit members shall be allowed to request paid days, day equivalents, hours or performance contracts for purposes of professional staff development directly related to the staff member's present position assignment, or for purposes of student enrichment directly related to the staff member's present position assignment.
- B. Process. A bargaining unit member shall follow this procedure:
1. Inform his/her principal/supervisor of the proposed request for participation.
  2. Submit a "Request for Professional Staff Development Enrichment Activity" form and proposal to a peer review committee to be named by the Union.
  3. If recommended by the peer review committee, the proposal, along with the review committee's comments, shall be submitted to the Director of the Program for consideration. If not recommended by the peer review committee, the proposal may be submitted by the bargaining unit member to the Director of the Program.
  4. The decision of the Director of the Program may be appealed to the Office of the Superintendent whose decision shall be final.
- C. Content of Proposal
- A proposal for professional development/student enrichment activity shall include but not be limited to the following information:
1. statement of activity to be performed,
  2. proposed duration of activity,
  3. costs proposed for reimbursement, if any,
  4. proposed plan for evaluation and dissemination of information gained during activity,
  5. statement of specific relationship and application of activity to the bargaining unit member's present position assignment,
  6. Principal's/Supervisor's comments, if any, and
  7. other information as requested by the peer review committee or the Director of the Program.

- D. A proposal which is approved by the Office of the Superintendent may include a provision to pay costs such as travel and lodging, as authorized in advance by the employer.
- E. Evaluation of the activity will be submitted to and reviewed by the Director of the Program.
- F. Upon completion of the professional development/student enrichment activity, as set forth in the approved proposal, the bargaining unit member will receive a stipend, if any, as included in the approved proposal.
- G. Provisions of this subsection, 12.12 (A)-(E) are not grievable.
- H. The Professional Development Request Fund shall be \$27,500 for 1986-87 and \$27,500 for 1987-88.
- I. The provisions of this addendum may be reopened for discussion by either party no earlier than April 1, 1988.







