

**MASTER AGREEMENT**

**BETWEEN**

**THE WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT**

**AND**

**THE FEDERATION OF WASHTENAW INTERMEDIATE SCHOOL EMPLOYEES**

**UNIT I**

**LOCAL 3760 AFT MICHIGAN**

**THREE-YEAR CONTRACT 2021-2024**

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## **ARTICLE 1**

### **RECOGNITION OF THE FEDERATION**

- 1.1.1 The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Aquatic Specialist, Certified Nursing Assistant, Certified Occupational Therapy Assistant, Intervener, Licensed Practical Nurse, Physical Therapy Assistant, Teaching Assistant, Team Leader, Teaching Assistant-Behavioral Assistant and Translator/ Interpreter and excluding all other employees.
- 1.1.2 Work performed by members of the bargaining unit shall not be assigned to persons outside of the unit without first consulting with the unit. The Federation acknowledges that the Employer may not be able to fill a position through the employment process but may be able to contract (with a company or individual) to provide services of the position. Such positions will remain positions of the Unit.
- 1.1.3 All personnel employed to fill such positions for ninety (90) working days or more shall be considered to be members of the bargaining unit and shall be subject to all terms and conditions of this agreement. Substitute teaching assistants employed to fill extended childcare leaves will not be considered to be members of the Unit. For the purpose of this section, time worked in the summer program shall not be counted as part of the ninety (90) working days.
- 1.1.4 Regularly scheduled employees working half time or more shall be members of the bargaining unit with prorated salary and prorated benefits.
- 1.1.5 Regularly scheduled employees working less than half time shall not be considered members of the Bargaining Unit. Such employees may substitute for absent Bargaining Unit members and such substitute time shall not be counted as part of the half time.
- 1.1.6 The status of regularly scheduled substitutes and part time employees shall be reviewed annually with the Federation, no later than the end of May of each year, in preparation for staffing for the next school year.

## **ARTICLE 2**

### **EFFECT OF AGREEMENT**

- 2.1.1 The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.1.2 If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s).
- 2.1.3 Should an emergency financial manager be appointed to the District under the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531, they shall be allowed to reject, modify, or terminate this collective bargaining agreement as

provided in the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531.

The citation for this provision is in the Public Employment Relations Act, MCL 423.215, subsection (7).

- 2.1.4 A Federation Management Committee, composed of representatives from the Employer and the Federation, shall meet on a regular basis to review the effectiveness of the contract and to attempt to prevent and resolve problems that might arise in its implementation.

### **ARTICLE 3**

#### **NEGOTIATIONS PROCEDURE**

- 3.1.1 Negotiations for a new Agreement or modifications of the existing Agreement shall begin no later than March 1<sup>st</sup> of the year that the CBA is set to expire. A time, date, and place will be mutually determined by the Employer and the Federation.
- 3.1.2 Neither party in any negotiations shall have any control over the selection of the bargaining representative of the other party and each party may select its representatives from within or outside the school district. While no final Agreement shall be executed without ratification by the Employer and the Federation, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- 3.1.3 After ratification of this Agreement, either party may request a conference to discuss matters which may arise from time to time which are of mutual concern to the parties. Said conferences are to be held within three (3) workdays of the request unless extended by mutual consent. Discussion during such conference shall be limited to problems indicated on a written request for such conference. Any contract alteration which is mutually agreed upon shall become effective upon ratification by the Employer and the Federation.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

- 4.1.1 The Board hereby retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:
- 4.1.2 The executive management and administrative control of the Washtenaw Intermediate School District, its properties, equipment, facilities, and operations and to direct the activities of its employees.
- 4.1.3 Hire all employees and, subject to the provisions of the law and contractual agreements with the Federation, to determine their qualifications and the conditions of their employment or their dismissal and to promote, transfer and assign all such employees and to determine the size of the work force.

- 4.1.4 Establish or revise policies and adopt reasonable rules and regulations. An advisory committee will be formed to review and provide recommended updates regarding board policies and administrative guidelines related to student programs and services for the Employer to present to the Board Policy Committee. The committee will include the Executive Director of Human Resources & Legal Services, Assistant Superintendent of Achievement & Student Services, Special Education Supervisor(s), representatives from Unit I and other bargaining groups, and other staff the Employer deems appropriate.
- 4.1.5 Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business not in conflict with the specific provisions of this Agreement.
- 4.1.6 Determine the services, supplies, and equipment for its operation and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- 4.1.7 Determine the number and location or relocation of its facilities, establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of buildings or other facilities.
- 4.1.8 Determine the placement of operations and the source of materials and supplies.
- 4.1.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 4.1.10 Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
- 4.1.11 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE 5**

### **Federation Rights**

#### **SECTION 1 - USE OF BUILDINGS**

- 5.1.1 Upon request to the Assistant Superintendent of Administrative & Support Services or his/her designee, the Federation and its members shall be permitted to meet at the Washtenaw Intermediate School District buildings if appropriate facilities are available and custodial staff is on duty. All requests for such meetings must be in writing three (3) days prior to the requested meeting. If any custodial services are required for such meetings, the Board may make a charge for the services provided. In instances where emergency sessions are necessary, the Assistant Superintendent of Administrative and Support Services or his/her designee shall waive the above stated written three-day requirement if facilities are available.

**SECTION 2 - FEDERATION BUSINESS**

- 5.2.1 Only authorized representatives of the Federation shall be permitted to transact official Federation business on Washtenaw Intermediate School District property, provided that such transactions shall not interfere with the working hours of the employees.

**SECTION 3 - INFORMATION**

- 5.3.1 The Employer agrees to furnish to the Federation, in response to reasonable requests, public information which is available to the Board in preparation for bargaining, or which may be necessary for the Federation to process any grievance or complaint.

**SECTION 4 - FEDERATION REPRESENTATIVE**

- 5.4.1 The Federation shall have the right to elect or designate up to one employee for each work group as staff representative. Each work group representative shall have an alternate who shall function only in the absence of the regular staff representative, all of whom shall have completed their probationary periods.
- 5.4.2 At times mutually agreed to with the supervisors of the parties involved, the work group representative shall be allowed on the Employer's property reasonable time during working hours to present, process and investigate grievances without loss of pay.

**SECTION 5 - USE OF SUPPLIES**

- 5.5.1 Costs of any consumable supplies used by the Federation for Federation business are to be reimbursed to the Washtenaw Intermediate School District.

**SECTION 6 - BULLETIN BOARDS**

- 5.6.1 The Employer shall provide the Federation with the use of one (1) bulletin board in the employees' lounge of each building and use of the Employer's e-mail system subject to the Employer's acceptable use policy.
- 5.6.2 Notice shall be limited to the following:
  - Notice of Federation Business and its affairs, Federation elections, appointments, committee meetings, and/or any other business that the Federation deems necessary to conduct the business of the Federation.

**SECTION 7 - BOARD MINUTES**

- 5.7.1 A copy of all regular Board Meeting Minutes and/or other materials required by law shall be available to the Federation President within a reasonable time following all regular school board meetings.



## **SECTION 8 – COMMITTEES**

5.8.1 The Federation will have a seat as an individual voice on the following District-wide, non-School Improvement committees within the WISD:

- Professional Development Committee
- Instructional Governance Committee
- Board Policy/Admin Guidelines Input Committee
- Wellness Committee
- Sexual Education Advisory Committee

If a new District-Wide, non-School Improvement committee similar in nature to the above is established, the Federation shall request to be included in the committee. The employer will notify the Federation of a decision to be included on the committee within thirty (30) calendar days.

The seat will be filled by a representative of the Executive Council. If that representative cannot attend, the Federation shall identify another representative to cover for the representative.

## **ARTICLE 6**

### **INDIVIDUAL RIGHTS**

#### **SECTION 1 - FAIR EMPLOYMENT PRACTICES**

6.1.1 This Agreement shall be applied uniformly to all employees within the Bargaining Unit.

6.1.2 The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of race, color, religion, national origin, ancestry, sex (including gender identity), disability, age, height, weight, familial status, marital status, military status, genetic information, sexual orientation, and legally protected genetic characteristics, political activities, or membership or participation in the activities of the Federation.

6.1.3 The Federation agrees to admit all Bargaining Unit members to membership without discrimination on the basis of race, color, religion, national origin, ancestry, sex (including gender identity), disability, age, height, weight, familial status, marital status, military status, genetic information, sexual orientation, and legally protected genetic characteristics, political activities, or membership or participation in the activities of any employee organization.

6.1.4 The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who fulfill these requirements.

## **SECTION 2 - PERSONAL FREEDOM**

- 6.2.1 When an employee speaks or writes as a citizen outside of normal duty hours, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not on behalf of the District.
- 6.2.2 No material covertly gathered by any electronic communications device shall be admissible as evidence in any action against an employee in the performance of his/her assigned responsibilities. There is an understanding that district networks, facilities, grounds and equipment are monitored and that privacy cannot be assured. Information gathered by these means is not defined as covert for purposes of this article.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

- 7.0.1 The primary purpose of this Grievance Procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

### **SECTION 1 - DEFINITION**

- 7.1.1 A grievance is a complaint that there has been a violation, misinterpretation, misapplication of any provision(s) of this Agreement and/or any complaint that a policy has been interpreted improperly as it pertains to this Agreement.
- 7.1.2 An aggrieved person shall mean any member of the Bargaining Unit, or the Federation on its own behalf, making the complaint.
- 7.1.3 Whenever the term employee is used, it is to include any member or members of the Bargaining Unit.
- 7.1.4 Whenever notice is used, it is meant that such be written notice to grievance Chairperson, grievant, building representative, Federation President, Federation Vice President, and Board representative.
- 7.1.5 Whenever the singular is used, it is to include the plural.
- 7.1.6 The term "days" or "workdays" in this article shall mean, except where otherwise indicated, the scheduled staff days for each respective program or the workdays on the calendar developed with the employee's supervisor or as determined by the current bargaining agreement. In the event a grievance involves multiple employees, days or workdays shall mean the staff days of the High Point school calendar. Days shall exclude days due to closures due to weather, lack of heat, water, plumbing, etc. or other reasons for building/program closure.

## **SECTION 2 - GENERAL PRINCIPLES**

- 7.2.1 A grievance may be withdrawn at any level.
- 7.2.2 If a grievance arises from the action of authority higher than supervisor, it may be initiated at Step 3 of this procedure.
- 7.2.3 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- 7.2.4 When hearings and conferences are held during duty hours, with the approval of the administrator, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
- 7.2.5 Forms for filing and processing grievances shall be given appropriate distribution by the grievance Chairperson so as to facilitate the operation of the grievance procedure.
- 7.2.6 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7.2.7 Failure by the employee and/or the Federation at any step of this procedure to appeal a decision within the specified time limits shall terminate the grievance.
- 7.2.8 Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.
- 7.2.9 The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced in writing and signed by the parties.
- 7.2.10 No grievance(s) may be filed by an employee or by the Federation on behalf of any employee who is for any reason no longer an employee of the district.
- 7.2.11 The termination of services or failure to reemploy any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this section.

## **SECTION 3 - PROCEDURE FOR ADJUSTMENT OF A GRIEVANCE**

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

### **STEP 1 - INFORMAL CONFERENCE**

- 7.3.2 A complaint shall first be identified in writing as a grievance issue within sixty (60) workdays from the date that the incident was known by the grievant, citing the appropriate contract section or sections and the date of the incident. The complaint shall be first discussed within ten (10) workdays of the written notice with the appropriate supervisor with the object of resolving the matter informally:

- 7.3.3 By an employee in person on his/her own behalf;
- 7.3.4 By an employee accompanied by the appropriate Federation representative;
- 7.3.5 Through the Federation representative if the employee so requests;
- 7.3.6 By the Federation representative in the name of the Federation.

**STEP 2 - WRITTEN PROCEDURE #1**

- 7.3.7 In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, shall be submitted to the immediate supervisor within twenty (20) workdays following the Step 1 informal conference, documenting the act or condition which is the basis of the grievance:
  - By an employee accompanied by the appropriate Federation representative; or
  - By the Federation Representative; or
  - By the Federation representative in the name of the Federation.
- 7.3.8 Within five (5) workdays after receiving the written grievance, the immediate supervisor shall meet with the grievant and the Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy of his/her decision to the Federation representative and the grievant.

**STEP 3 - WRITTEN PROCEDURE #2**

- 7.3.9 If the grievance is not resolved in Step 2 or if no disposition has been made within the required time limitation, the grievance may be submitted to the Superintendent within five (5) workdays after the answer from Step 2 or ten (10) workdays after expiration of the time limit, whichever is later. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal. Within ten (10) workdays after receiving the submission of such grievance, the Superintendent or his/her designee shall investigate the grievance giving the grievant and the Federation a reasonable opportunity to be heard. He/She shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting. A copy of his/her decision shall be furnished to the grievant and the Federation.

**ARBITRATION**

- 7.3.10 If the grievance is not resolved at Step 3 above, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement, either the Federation or the Board, may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Federation president as the case may be, and the American Arbitration Association ten (10) workdays after receipt of the answer in Step 3. If no such notices are given within the ten (10) workday period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved, and the Board.

- 7.3.11 It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement.
- 7.3.12 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- 7.3.13 The Arbitrator shall not make any decision which requires the Board to reinstate or reemploy any probationary employee.
- 7.3.14 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.3.15 The expenses of and the compensation for, each and every witness and representative for either the Board or the Federation shall be paid by the party producing the witness or having the representative. The fees and expenses of the arbitrator including the expense of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Board for the decision rendered.
- 7.3.16 The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by this Agreement, shall be final and binding upon the Federation, the employee(s) involved, and the Board.

## **ARTICLE 8**

### **EVALUATIONS AND OBSERVATIONS**

#### **SECTION 1 - EMPLOYEE EVALUATIONS**

- 8.1.1 The evaluation tool shall be the Washtenaw ISD Teaching Assistant Framework evaluation tool. The evaluation tool measures work performance based on four (4) levels of proficiency: Ineffective, Minimally Effective, Effective and Highly Effective. The final evaluation score shall be comprised of two (2) weighted components:
- 75% Washtenaw ISD Teaching Assistant Framework rubric rating and
  - 25% Professional Growth Plan goals rating.
- 8.1.2 The parties agree to form a collaborative committee to resolve issues regarding the implementation of the Washtenaw ISD Teaching Assistant Framework evaluation tool.
- 8.1.3 All employees, upon employment and at the beginning of each school year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- 8.1.4 Evaluation will be conducted by the employee's immediate supervisor or an administrator familiar with the employee's work.
- 8.1.5 The overall evaluation for employees will be based upon the sum total of employee activities including those formally observed in scheduled observations, unscheduled observations and walkthroughs.

## **SECTION 2 - EMPLOYEE OBSERVATIONS**

- 8.2.1 Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the probationary period. The probationary period for employees covered under this Agreement shall be ninety (90) worked days from the date of hire with optional summer employment excluded.
- 8.2.2 Permanent employees will be observed for the purpose of evaluation at least once each year during the first two (2) years of employment and at least once every three (3) years thereafter.

## **SECTION 3 - PROCEDURES**

- 8.3.1 In the beginning of each school year, supervisors will establish an annual evaluation schedule. Evaluation conferences, by mutual agreement, may be scheduled outside the regular workday. There will be a minimum of one prearranged observation per evaluation year; additional observations may be unannounced.
- 8.3.2 No later than thirty (30) calendar days after the observation, the Employee will receive written feedback on the observation. A conference may occur at the request of the employee and/or supervisor at a mutually agreed upon time and place.
- 8.3.3 When feedback is provided via the observation write-up, the observation conference, and the annual evaluation meeting, the feedback will focus on strengths, areas of need, and contain suggestions for improvement.
- 8.3.4 The employee shall have the subsequent right to be observed by a second administrator mutually agreed upon by the Federation and the Employer, when so requested by the employee.
- 8.3.5 Prior to placement in the employee's personnel file, the written evaluation shall be submitted to the employee for additional comments. The comments shall be attached to the final evaluation.
- 8.3.6 All copies of the final evaluations will be signed by both the employee and the evaluator. There shall be no additions, deletions or corrections after the signatures are affixed unless initialed by both parties.
- 8.3.7 Copies of evaluations shall be furnished to prospective employers upon request of the employee and at employee's expense.

## **ARTICLE 9**

### **REPRIMANDS AND DISCHARGE**

#### **SECTION 1 - REPRIMANDS**

- 9.1.1 Disciplinary interviews and reprimands will be considered in private. An affected employee will be notified in writing prior to an interview, fact finding, inquiry, etc. of their right to Federation representation by management. If any meeting turns into a disciplinary interview and/or reprimand, the affected employee may stop the meeting and ask for Federation representation. An affected employee will however, have the right in all such instances to request the presence of a local Federation representative of his or her choice at said interview,

and when such a request is made the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of his or her choice at said meeting. The right to choose a representative shall not be used to unnecessarily delay the interview process. Except as required by law the initial interview will be conducted within fifteen (15) workdays after the date the employer becomes knowledgeable of the identified incident/event. Upon request the employer will produce the affected employee and the Federation with an update regarding the status of the investigation as frequently as a bi-weekly basis.

- 9.1.2 An employee shall be subject to dismissal, reprimand, suspension without pay, discipline or demotion only for just cause, demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her performance in a negative fashion.

## **SECTION 2 – PROGRESSIVE DISCIPLINE**

- 9.2.1 The Superintendent or his/her designee shall conduct an investigation of any alleged act or omission that could lead to disciplinary action, as appropriate to the situation. The investigation shall include, at a minimum, providing the employee with reasonable notice and opportunity to respond to the complaint. If the investigation includes a meeting with the employee, prior notice of this meeting shall be provided to the employee.
- 9.2.2 An affected employee shall have the right in all instances to request the presence of a Federation representative of his/her choice at said meeting. When such a request is made, the interview shall not proceed until a representative is in attendance. The right to choose a representative shall not be used to unnecessarily delay the interview process.
- 9.2.3 Except for conduct, which on first commission, justifies discharge, the parties adopt the concept of progressive discipline designed to necessitate corrective behavior and agree that movement on the discipline list below may be imposed consistent with the seriousness of the Employee's conduct as determined by the Employer.

Discipline may include, but is not limited to:

- A. Verbal warning (memorialized in writing)
- B. written warning;
- C. written reprimand;
- D. suspension (paid or unpaid);
- E. discharge;

Additionally, nothing in this provision limits the District's right to take other appropriate action, such as placing an employee on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is non-disciplinary. If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

If discipline is to be imposed, the staff member, Federation President, and Federation Vice President shall receive a copy of the discipline and a copy of the discipline shall be placed in the employee's personnel file.

**SECTION 3 – DISCHARGE**

- 9.3.1 Dismissal of an employee, who has been employed by the district for less than ninety (90) days, shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided;
- The employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance; and
  - The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

**ARTICLE 10**

**SENIORITY**

- 10.1.1 An employee's seniority shall be defined as his/her length of continuous service with the Board since his/her initial hiring date. "Initial hiring date" shall mean the date upon which the employee first reported for work as a full-time employee at the instruction of the Board.
- 10.1.2 Employees shall accumulate seniority by the following percentage of days actually worked.
- |                                    |                |
|------------------------------------|----------------|
| <u>185-day Teaching Assistants</u> |                |
| 75% - 100% - one (1) year          | (139-185 days) |
| 50% - 74% - one-half (1/2) year    | (93-138 days)  |
| 0% - 49% - zero (0)                | (0-92 days)    |
| <u>205-day Teaching Assistants</u> |                |
| 75% - 100% - one (1) year          | (154-205 days) |
| 50% - 74% - one-half (1/2) year    | (103-153 days) |
| 0% - 49% - zero (0)                | (0-102 days)   |
- 10.1.3 Absences for the following reasons shall not be deducted from days worked for seniority purposes: sick leave, personal leave, jury leave, and approved short-term leave without pay. All other absences including long-term medical, educational leave, extended childcare leave, disciplinary leave, unauthorized leave without pay, and leave to serve in public office shall be deducted from seniority.
- 10.1.4 In the event an employee is transferred to a position outside the bargaining unit, he/she shall have his/her seniority frozen. Employees returning to the bargaining unit shall retain all rights provided for in this Agreement.
- 10.1.5 There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first ninety (90) workdays of their employment excluding optional summer employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority



from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be assigned by the Employer at that time.

- 10.1.6 The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30th of each year and changes, as they occur, will be furnished to the Federation. The Federation will provide representatives to review the list prior to posting and an electronic copy will be sent to the Federation president and vice president.
- 10.1.7 Notwithstanding the above, an employee who has been off work for a work-related disability shall continue to accrue seniority for two (2) years.
- 10.1.8 An employee shall lose his/her seniority for the following reasons:
- 1) He/she quits or retires;
  - 2) He/she is discharged and the discharge is not reversed through the Grievance Procedure or;
  - 3) He/she fails to return to work within ten (10) calendar days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.
- 10.1.9 It is understood and agreed that in the event of a curtailment of the work force, the unit Vice President, President (if a Unit I member) and Treasurer (if Unit I member) shall be required to exercise his/her actual seniority under the terms of this Agreement, until such time as actual seniority will no longer permit him/her to remain at work in the district, at which time the seniority clause provided for in this paragraph may be invoked. Notwithstanding his/her position on the seniority list, the President (if a Unit I member), Vice President of Unit I, and the Treasurer (if a Unit I member) shall, in the event of layoff for lack of work, be continued at work so long as there is a job within the district in Unit I which he/she has the ability to perform. He/she shall be recalled to work following a layoff in the first open job for which he/she is qualified.

## **ARTICLE 11**

### **LAYOFF AND RECALL**

#### **SECTION 1 - LAYOFF**

- 11.1.1 Where reduction of staff is essential, as determined by the Board of Education, staff with least seniority in the program being reduced shall be severed first. Such staff shall have the right to transfer to positions within the Bargaining Unit for which they are qualified, provided such positions are available, or provided, the person holding such position does not possess more seniority, in which case the transfer shall be made, and the person holding the position into which the transfer is made shall be "bumped." Such staff shall have the first option to resume employment when staff expansion to former levels can resume or when positions become available, reemployment being granted to those with greatest seniority first.
- 11.1.2 The Board shall notify employees on approved leaves of impending layoff.
- 11.1.3 In the event an employee is on an approved leave and is not laid off, said employee can "bump" another employee with less seniority, upon return from leave.

- 11.1.4 In the event an employee is on an approved leave and is laid off, said employee can return according to seniority.
- 11.1.5 In the event of layoff, the President (if a Unit I member), Vice President of Unit I, and the Treasurer (if a Unit I member) shall be the last to be laid off in the Unit.

## **SECTION 2 - RECALL**

- 11.2.1 Laid off employees shall have their names kept on an active recall list for a period of two (2) years unless they submit a letter of resignation. The Office of Human Resources and Legal Services shall maintain said recall list and furnish the Federation with updated lists.
- 11.2.2 Employees being recalled will be given ten (10) days from the date of receipt of a registered letter of recall to indicate their acceptance or rejection of re-employment. Failure to respond within the above-named period of time shall terminate the employee's seniority rights. An employee on layoff who is sick and who notified the Board of his/her intent to return shall be deemed to be on unpaid sick leave and his/her position shall be offered on a substitute basis by seniority to employees who are on layoff. An employee filling such a position on a substitute basis shall be paid at his/her regular rate of pay.
- 11.2.3 Any laid off employee who fails to notify the Office of Human Resources and Legal Services in writing by June 30th of each year that he/she wishes to remain on the recall list shall forfeit recall rights. Also, employees shall promptly notify the Office of Human Resources and Legal Services of any change of address.
- 11.2.4 An opening that may occur due to a leave of one semester or more, which guarantees the right of return to the position left vacant, shall be filled by a permanent substitute assistant.
- 11.2.5 In the case above, if there are properly qualified laid-off employees, the most senior person shall be recalled to a one semester or more leave position prior to a permanent substitute being employed.
- 11.2.6 In the event of a recall, the President (if a Unit I member), Vice President of Unit I, and the Treasurer (if a Unit I member) shall be the first to be recalled from layoff in the Unit.

## **ARTICLE 12**

### **PERSONNEL RECORDS**

- 12.1.1 By appointment with Office of Human Resources and Legal Services, a staff member shall be allowed to review the contents of his or her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- 12.1.2 No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.
- 12.1.3 All disciplinary documents placed in an employee's personnel file must have a signature of acknowledgement by either the employee or Federation Representative. An employee's

signature on a document shall only signify that the employee has received the document; signature does not represent agreement with the content. If an employee refuses to sign a document, the Employer may attempt to obtain the employee's signature in the presence of a Federation representative within ten (10) days of the refusal. If the employee refuses to sign the document in the presence of a Federation representative, the Federation representative shall sign and date the document. The Federation representative's signature shall only signify that the employee has received the material; signature does not represent agreement with the content. Any document not signed by an employee or Federation representative (as described above) shall not be permitted as evidence in a grievance or disciplinary action against said employee.

- 12.1.4 Each personnel file shall contain a log that documents the name of each individual who reviewed the file and the date of the review.

## **ARTICLE 13**

### **PERSONNEL PROCEDURES**

#### **SECTION 1 – ASSIGNMENTS**

- 13.1.1 Each permanent employee shall be notified of his/her assignment in writing at least ten (10) days prior to the beginning of the school year, provided the assignment has been changed. In the event of a change made necessary by late resignation of Unit personnel, the 10 (ten) day notice shall be waived.
- 13.1.2 Employees may request a change of assignment in writing to the Executive Director of Human Resources and Legal Services. When staff reorganization occurs within a site with multiple classrooms, the building supervisor will review change of assignment requests.
- 13.1.3 The Employer determines when a special assignment is necessary. A special assignment is an assignment outside of an employee's regular duties, such as being assigned to a student with significant behavioral or medical needs that is transferring from a local district or has moved within the WISD programs. A specific employee may be asked to accept a special assignment due to his/her special training, skills or relationship with the student. The temporary shifting of staff from program to program or classroom to classroom to cover for absences and normal student transition visitations are not considered to be special assignments. If an employee volunteers to accept a special assignment, for up to 90 days, he/she will be paid at time and half for the duration of special assignment. The Employer shall determine the length of the special assignment, the initial anticipated length of the assignment, and if the assignment needs to be extended or terminated earlier than anticipated. The designation of a special assignment does not transfer to another employee unless the Employer designates the other employee as having a special assignment.

#### **SECTION 2 - VACANCIES**

- 13.2.1 A vacancy is defined as a position created by expansion, resignation, discharge or as the result of transfer during the regular school year which the Employer has determined to be filled.
- 13.2.2 All vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or

related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. The Employer shall seek input on program needs from employees in the departments involved. Formal training is defined as completion of state board CEUs, SCECHs, college or university credit as defined in 20.2.2<sup>3</sup> or completion of agency training as part of 18.4.2

- 13.2.3 Where the qualifications of two or more applicants for the vacancy, from within the district, are found to be substantially equal, the vacancy shall be filled by the applicant with the longest seniority in the district.
- 13.2.4 If a qualified employee is on layoff status, that employee will be recalled to fill a vacancy subject to the provisions of Article 13.3.3<sup>4</sup> and 13.3.4<sup>5</sup>.
- 13.2.5 Vacancies will not be filled until ten (10) days after posting, notification, mailing or enclosure.
- 13.2.6 The hiring process will include consideration of current substitutes when filling vacancies to expedite the process. Along with examination of other qualifications, the administration shall consider input contained in substitute evaluation forms submitted by staff members as a part of the hiring process. Final decisions on filling a vacancy rest solely with the administration.
- 13.2.7 When a teacher or a teacher assistant vacancy occurs, the supervisor will make reasonable effort to consult with involved assistants regarding the needs of the classroom. If both management and the Federation agree a representative from Unit I will sit in on the interview. Any meeting arranged by the supervisor to gather this input shall not be considered a staff meeting for the purposes of Article 18, Section 4<sup>6</sup>.

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<sup>3</sup> **Section 20.2.2:** Employees hired prior to July 1, 2019 who have completed a course(s) prior to July 1, 2019 which they feel qualifies toward the Educational Salary Adjustment shall submit documentation of all courses taken by November 30, 2019 on the District approved form to Human Resources. Only courses for which SCECHs or CEUs were awarded while an employee of the employer shall count toward the Educational Salary Adjustment assuming all other criteria is met; SCECHs or CEUs prior to employment with the employer shall not count towards the Educational Salary Adjustment. Documentation of SCECHs/CEUs shall include the awarded certificate and an agenda/outline of the course. College semester courses completed while employed with the employer and prior to employment with the employer will count towards the Educational Salary Adjustment assuming all other criteria is met; official transcripts will be required to be submitted with the District approved form. The requirement that courses shall be taken within ten years prior to the submission of the form shall not apply to this submission. The deadlines for submission of documentation of eligibility in Section 20.2.8 remain in effect for anyone qualifying for the Educational Salary Adjustment under this section.

<sup>4</sup> **Section 13.3.3:** Employer will take steps to fill vacancies within twenty (20) working days after the internal posting expires. In cases where this cannot be accomplished, the Employer will notify the Federation that it cannot meet the deadline and provide a written reason. In the event the opening cannot be filled the posting shall remain posted until the position is filled.

<sup>5</sup> **Section 13.3.4:** A Unit I employee shall submit a letter of interest and a resume or application to the Office of Human Resources and Legal Services for internal or external postings. At the conclusion of ten (10) calendar days posting period, all internal applicants shall receive a copy of the job description and be granted an interview by the appropriate administrator or supervisor. If a Unit member who applies is not selected to fill the vacancy, the member shall receive, on request, a written statement as to the reasons of the selection for the successful candidate. The reply will include specific areas on how to improve or where the candidate was lacking for said position. In the event of a single internal candidate who meets the qualifications, the interview may be waived. If more than one internal candidate applies, the interview of the internal candidate shall occur within seven (7) working days of the closing of the posting. Transfers shall occur within 40 working days. If said transfer does not occur within 40 working days, the employee shall be considered in a special assignment after the 40<sup>th</sup> working day.

<sup>6</sup> **Section 18.4.1:** In addition to the regular work week, employees will be required to participate in twenty (20) hours per year of staff development training related to agency goals. This training will be provided by the agency.

### **SECTION 3 – NOTIFICATION**

- 13.3.1 Whenever a Unit 1 vacancy occurs, the Employer shall give written notice to the Federation prior to postings. The Employer shall be responsible to electronically communicate the vacancy notice to each member's work e-mail address. Vacancies shall be concurrently posted internally and externally for ten (10) calendar days. Unit 1 candidates shall be interviewed, and a hiring determination made prior to any consideration of external candidates.
- 13.3.2 In addition to posting, notification of Unit positions becoming available between June 15 and the beginning of the school year will be electronically communicated to all members of the unit. During this period, at the request of the employee, postings shall be sent by mail. It is the responsibility of the employee to notify the Office of Human Resources and Legal Services of this request and provide a current mailing address.
- 13.3.3 Employer will take steps to fill vacancies within twenty (20) workdays after the internal posting expires. In cases where this cannot be accomplished, the Employer will notify the Federation that it cannot meet the deadline and provide a written reason. In the event the opening cannot be filled the posting shall remain posted until the position is filled.

### **SECTION 4 - APPLICATION**

- 13.4.1 A Unit I employee shall submit a letter of interest and a resume or application to the Office of Human Resources and Legal Services for internal or external postings. At the conclusion of ten (10) calendar days posting period, all internal applicants shall receive a copy of the job description and be granted an interview by the appropriate administrator or supervisor. If a Unit member who applies is not selected to fill the vacancy, the member shall receive, on request, a written statement as to the reasons of the selection for the successful candidate. The reply will include specific areas on how to improve or where the candidate was lacking for said position. In the event of a single internal candidate who meets the qualifications, the interview may be waived. If more than one internal candidate applies, the interview of the internal candidate shall occur within seven (7) working days of the closing of the posting. Transfers shall occur within 40 working days. If said transfer does not occur within 40 working days, the employee shall be considered in a special assignment after the 40<sup>th</sup> working day.
- 13.4.2 Employees covered by the Unit I collective bargaining agreement that have accepted a position covered by the Unit II collective bargaining agreement who have completed the full year of last step of the Unit I salary schedule, will be placed on step 2 of the Unit II salary schedule including lanes. Every additional five (5) full years of service beyond the top of the Unit 1 salary schedule will count as 1 additional step on the Unit II salary schedule subject to the following limits:
- Top of schedule = step 2  
5 years beyond top = step 3  
10 years beyond top = step 4
- 13.4.3 Employees with specific interests in possible vacancies that may occur during the summer will notify the Office of Human Resources and Legal Services of their interest, in writing, before the last day of the school year and shall include the address where they can be contacted during the summer.

- 13.4.4 Should a summer vacancy occur, the Unit I members who have expressed interest in applying for the position shall be notified by letter.
- 13.4.5 It shall be the responsibility of the contacted employee to notify the Office of Human Resources and Legal Services, in writing, of continued interest within seven (7) calendar days after notification.
- 13.4.6 The Employer continues its support of a policy of promotions from within its own staff.
- 13.4.7 When there is a posting outside of Unit I, qualified Unit I employees shall be granted an interview. When filling the position, consideration will be giving to qualifications (including but not limited to ability, education, prior training and experience, employment record, capacity to get along with others) and length of service with the District. Qualifications required for each vacancy shall be listed in the job postings and shall be equally applied to all applicants. When the qualifications of a Unit 1 employee and a non-WISD employee are found to be substantially equal by the Employer, the vacancy shall be filled by the Unit 1 employee. If a Unit I employee who applies is not selected to fill the vacancy, the employee shall receive, on request, a written statement as to the reasons for selection of the successful candidate.

#### **SECTION 5 - INVOLUNTARY TRANSFERS**

- 13.5.1 It is recognized that some involuntary transfers may be necessary to assure an appropriate placement for qualified and experienced employees.
- 13.5.2 Consideration shall be given in the selection and transfer of assistants for teachers (and teachers for assistants) to the mutual acceptance of each for the other.

#### **SECTION 6 - SECOND SEMESTER VACANCY**

- 13.6.1 It is recognized that when a vacancy occurs as a result of a resignation, discharge or transfer during the second semester of the school year, it may be difficult to move current personnel to the vacancy from within the district without undue disruption to existing educational programs. The Superintendent or his/her designee, after consultation with the Federation, may determine to postpone the movement of current employees.

#### **SECTION 7 - SUMMER EMPLOYMENT PRACTICES**

- 13.7.1 By April 15, the employer shall survey the Unit I staff to determine which employees are interested in summer employment.
- 13.7.2 The Employer shall notify all employees no later than May 15 of each school year of the summer positions that are available, if known. If operation of summer programs cannot be determined at this date, the Employer will give the Federation a written explanation as to the reasons.
- 13.7.3 Each employee shall notify the Employer in writing no later than ten (10) workdays after notification of summer positions available of his/her desire of summer employment with the agency. The Employer shall post a list of employees selected to staff summer positions no later than twenty (20) working days after employee notification of desire for summer employment.

- 13.7.4 Summer vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. Documented unsatisfactory attendance patterns may be grounds for denial of summer employment. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue based on seniority. If a Federation member who applies is not selected to fill the summer vacancy, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.
- 13.7.5 185-day summer program employees shall be paid at their daily rate of pay to a maximum of step six (6), multiplied by the number of days they are required to work during the summer program. For the 2022 and 2023 Extended School Year (ESY) program, the daily rate to be paid to 185-day employees working ESY will be based on the following school year's daily rate. If a bargaining agreement beginning July 1, 2024, is not executed prior to the start of the 2024 ESY program, the daily rate for any days prior to July 1, 2024 will be based on the daily rate for the 2023-24 school year.
- 13.7.6 Persons hired for the summer program who are not regular WISD employees during the school year will be paid at the administration's discretion during the summer program. Such persons are not eligible for payment of any fringe benefits.
- 13.7.7 Beginning with the 2009 summer program, Article 14, section 4<sup>7</sup> does not apply to summer employment.

#### **SECTION 8 - POSITION SHARING**

- 13.8.1 Position sharing is defined as two assistants or qualified Unit members sharing in a full-time position on a half-time basis or during the mandatory summer program, dividing the summer assignment into two equal consecutive segments. Each position sharing arrangement shall be established only by mutual agreement of the two job sharers and approval of appropriate immediate supervisor(s). Each arrangement shall be for one year and not considered renewable without the agreement of the two job sharers and approval of the appropriate immediate supervisor.
- 13.8.2 The schedules of the job sharers will be developed by the job sharers and their immediate supervisor.
- 13.8.3 The Board shall not be required to provide additional desk space, post office boxes, etc. for the job sharers.
- 13.8.4 Both job sharers shall attend all required meetings or the individual may request an exemption from his/her supervisor and shall make arrangements to get the information presented at the meeting. The agreement to share a job does not preclude a Unit member from employment as a substitute assistant in the District. When working as a substitute, the Unit member will be paid at the regular daily rate for a substitute assistant.
- 13.8.5 Any full-time opening created by Unit I members moving to a job-sharing situation shall be considered an opening.

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<sup>7</sup> Section 14, Section 4 refers to Sick Leave.

- 13.8.6 Full insurance coverage will be available to position sharers. The cost to the Board for both position sharers' coverage will not exceed the maximum cost of one complete family package.
- 13.8.7 Sick leave and personal days will accumulate at one-half rate.
- 13.8.8 Each job sharer shall be classified as a part-time Federation member. Seniority will accrue at one-half the regular rate.
- 13.8.9 In terms of any business between the Federation and Employer, "workdays" for the job sharers will mean district workdays.
- 13.8.10 In the event that one of the job sharers leaves during the school year, the resulting half-time opening shall, unless the remaining job sharer requests the resulting full-time position, not be considered an opening but shall be filled on a temporary basis until the end of the school year, at which time the situation shall be re-evaluated.

**ARTICLE 14**

**LEAVES OF ABSENCE**

**SECTION 1 - SPECIAL LEAVE**

- 14.1.1 After an employee has been employed for two (2) years or more, the employee may be granted up to a one (1) year leave of absence without pay or fringe benefits subject to approval of the Superintendent or his/her designee for the following reasons:
  - 1. Prolonged illness, employee's immediate family.
  - 2. Illness of the employee.
 The Superintendent may waive the above referenced two (2) year requirement
- 14.1.2 Leave of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.
- 14.1.3 Written application for such leave shall be made by such employee to the Office of Human Resources and Legal Services. In computing service to determine the employee's position on the salary scale, the time spent on leave shall not be counted as active service. Employees returning from leave of absence will be entitled to fill the first opening for which they are qualified.
- 14.1.4 Employees with five (5) or more years of service, who have an approved leave of absence for physical or mental illness or injury covered under Section 14.11.1<sup>8</sup> will have hospitalization/surgical/major medical insurance (if they have elected such benefits) continued at Employer expense for a period of one (1) year provided the employee continue to make his/her required employee contributions. If an employee's contribution payment is more than thirty (30) days late, the Employer shall provide written notice via certified mail to the employee that the payment has not been received. Benefits will cease fifteen (15) days after the

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<sup>8</sup> Section 14.11.1 refers to Employment-Related Absences.



postmark date of the letter unless payment arrangements have been made by that date. Benefits will be cancelled back to the date for which full payment was received.

For the duration of the current contract, dental coverage, and vision coverage will also be provided to the employee and their eligible dependents. The coverage in effect prior to the start of the leave will be provided as long as the employee continues to make his/her required employee contributions, if any. This provision will sunset at the end of this contract term unless renewed by the parties.

If any of the employee's leave is unpaid, the employee may change their healthcare benefit selection to any of the offered plans including a no employee-cost plan. If the employee opts out of health care coverage, no cash payment in lieu of health care coverage will be paid during the unpaid leave.

If the employee does not return from said leave, he/she may be required to reimburse the Employer the cost of the insurance (i.e. illustrated rates). A waiver may be requested in writing to the Office of Human Resources and Legal Services. At the discretion of the Superintendent, reimbursement may be waived. Reasons for waiver may include the employee being unable to perform the essential functions of his/her position due to medically documented reasons or documentation that reimbursement will cause financial hardship. (Documentation may include the following: Bridge Card, Social Security Statement of Benefits, Section 8 paperwork and Department of Human Services Statement of Benefits.)

## **SECTION 2 - LEAVES OF ABSENCE FOR PUBLIC OFFICE**

- 14.2.1 Requests for leave without pay to serve an appointive or elective federal or local office shall be granted by the Board. Such leaves shall be limited to the period of the initial appointment or election. Requests for extension may be made prior to or upon re-appointment or re-election.

## **SECTION 3 - EXTENDED CHILD CARE LEAVE**

- 14.3.1 The Employer shall grant an extension of their childcare leave provided that the employee applies in writing to Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Employer will respond with a decision regarding said leave, or a request for additional information within fourteen (14) calendar days. Both expectant mother(s)/fathers(s) are eligible for an extended childcare leave for the birth of their child or placement of a child with the employee(s) for adoption/foster care.
- 14.3.2 Leave shall be granted for a period up to one year and may be extended up to a maximum of two years with Employer approval. Such application shall include a signed statement by a physician indicating the expected date of delivery.
- 14.3.3 For expectant mothers such application shall include a signed statement by a physician indicating the expectant date of delivery, and the employee's ability to perform the work until leave commences. Employees not able to perform their essential duties can utilize sick leave with the appropriate doctor's documentation.

- 14.3.4 The employee may request an extended childcare leave without pay prior to the anticipated birth of the child. The employee shall submit the request in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence.
- 14.3.5 The employee may continue working in their assignment as long as he/she can continue his/her regularly assigned responsibilities. The Employer may require a doctor's statement to this effect. A similar condition is effective upon returning to work.
- 14.3.6 During a childcare leave, an employee's health, dental, and vision coverage shall be continued at Employer expense for up to eighteen (18) weeks past delivery or hospital stay of mother and/or child provided the employee continues to make his/her required employee contributions, if any. The eighteen (18) weeks includes both the approved medical period and the extended childcare leave period. An employee on childcare leave may elect to continue any of these same benefits at group rates at his/her own cost for the remainder of the approved leave under the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA).
- 14.3.7 Childcare leave will be granted to employees in the event of adoption of a child. The Employer shall grant a leave for adoption provided that the employee applies in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective commencement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Leaves for this purpose shall be granted for a period of up to one year and extended upon subsequent application.
- 14.3.8 Childcare leave may be granted at the Employer's discretion to new foster parents and legal guardians, depending on the circumstances of each individual case. The employee shall apply in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective commencement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Leaves for this purpose may be granted for a period of up to one year and extended upon subsequent application.
- 14.3.9 If the employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.
- 14.3.10 An extended childcare leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to its commencement.

#### SECTION 4 - SICK LEAVE

14.4.1 Each 185-day employee shall be entitled to accumulate sick leave at the rate of 1-1/2 days (11.25 hours) per month of employment up to a maximum of 15 days (112.5 hours) per school year. This provision does not apply to summer employment practices in Article 13.7<sup>9</sup>.

Each 205-day employee shall be entitled to accumulate sick leave at the rate of 1.34 days (10.05 hours) per month of employment up to a maximum of 16.5 days (120.6 hours) per fiscal year.

14.4.2 A terminal leave payment of all accumulated unused sick leave above 100 days will be paid upon retirement to the employee at 75% of the teaching assistant substitute rate in effect at the time of retirement. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed \$9,000 provided a ninety (90) day notice is given. This notice may be waived by the Superintendent.

14.4.3 A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon resignation to the employee at 50% of the teacher assistant substitute rate in effect at the time of resignation. The payment shall not exceed \$2,460 provided a ninety (90) day notice is given. Employees may qualify for either 14.4.2 or 14.4.3. In no case are terminal leave payments cumulative.

14.4.4 Sick leave shall be defined as:

14.4.4(1) Personal illness of the employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.

14.4.4(2) Serious illness or injury in the family of fifteen (15) days in a three-year period, without the approval of the administration and as allowed under FMLA.

14.4.4(3) Up to five (5) days may be taken for bereavement in the immediate family. Up to three (3) of the five bereavement days may be taken for bereavement for persons of significance to the employee other than family as defined in 14.4.6<sup>10</sup> provided such use is pre-approved for each day used by the employee's supervisor. Additional days may be approved for extenuating circumstances at the discretion of the Superintendent.

Should a new employee experience a need for bereavement leave and the employee does not have enough sick leave to be paid for the entire bereavement leave, the employee will be allowed to request that their sick leave go into a negative status to the extent of the potentially unpaid approved bereavement leave.

14.4.5 For purposes of 14.4.4(1) and 14.4.4(2), family shall be defined as spouse, domestic partner, parent\*, children\*, grandchildren\*, spouse or domestic partner's parents\*, grandparent\*, and sibling\* (\*biological, step, adoptive, or foster). The employer shall have the right to request

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<sup>9</sup> Article 13.7 is Summer Employment Practices.

<sup>10</sup> Section 14.4.6: For the purposes of 14.4.4(3), immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings, members of the household or members of the household's parents.

whatever documentation it feels is necessary to determine the person in question meets the above definition.

In the event of extenuating circumstance, the employee may make a request in writing to the Superintendent.

- 14.4.6 For the purposes of 14.4.4(3), immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings, members of the household or members of the household's parents.
- 14.4.7 Acceptable usage of sick leave will be considered five (5) days or less per year (July 1 - June 30). The lack of a pattern of regular and predictable attendance shall be justification for a conference with the supervisor. Medical documentation may be required for absences beyond seven (7) days per year or for an absence of three (3) consecutive workdays. A mandatory conference with the supervisor will be held for absences after five (5) days per year. Absences beyond ten (10) days per year may be grounds for disciplinary action. A pattern of unacceptable use of sick leave may result in the use of Article 9, Section 2.
- 14.4.8 For an employee who has a four (4) year pattern of acceptable use of sick leave; the employee may request in writing that disciplinary records related to attendance problems be removed from the employee personnel file and in compliance with Bullard Plawecki.
- 14.4.9 All employees in Units I, II, and III (Federation Members) may donate up to 37.5 hours (5 days) of his/her accumulated sick leave to another Federation Member who has used (or shall use) all of his/her sick leave and is experiencing a long-term medical condition or impending death of a family member (as defined in Article 14.4.5 of the contract). A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal to the recipient's wage. A Federation Member may not receive more than a total of three hundred and thirty-seven and a half (337.5) hours/(45 days) during the period of a fiscal year. An Employee shall not receive more than three hundred and thirty-seven and a half hours (337.5) /(45 days) hours during the employee's duration of employment with the Employer.
- 14.4.10 An employee's participation is strictly voluntary. An employee who wants to transfer earned sick leave to a Federation Member of their choice may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Office of Human Resources and Legal Services. Any employee that wants to utilize sick leave (donated or otherwise) must follow the absence request procedure set forth in the Federation contracts. Donated days shall not be counted against the donor related to the Unit I Attendance Incentive (Sec 20.3.1)<sup>11</sup> or related to any provision regarding acceptable use of sick leave.

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<sup>11</sup> Section 20.3.1: An employee shall qualify for an \$800 attendance incentive if they use fifteen (15) hours or less of leave time<sup>11</sup> (paid or unpaid) during each of the periods from

1) the start of the employee school year through November 30, payable by the second pay date in January.

2) December 1 through the end of February, payable by the second pay date in April.

3) March 1 through the end of the employee school year, payable by the second pay date in August.

The employee must be employed for the entire period to be eligible for that period's incentive. An employee will only be paid for a period if they are employed on the last day of the period.

Additionally, if an employee uses 37.5 hours or less of leave time for the full school year of the employee, the employee will be paid \$300. If an employee uses 15 hours or less of leave time for the full school year of the employee, the employee will be

- 14.4.11 An employee who has successfully completed two (2) full school years of service shall have his/her sick days credited, effective the first day of each school year. An employee leaving the system who has used more than his/her accumulated sick leave, as defined in 14.4.1<sup>12</sup>, shall be docked in pay the difference between used sick leave and properly earned accumulation. If the employee owes more than the Employer can deduct from pay, the employee agrees to reimburse the Employer all overpaid funds.
- 14.4.12 The current record of accumulated sick leave days will be available in an electronic format to the Vice President for inspection on a monthly basis.
- 14.4.13 No more than two (2) days of accumulated sick leave may be used for the purpose of observing recognized religious holidays of the staff member's personal faith. If the staff member has no leave time beyond that allowed by this section to use for this purpose, then he/she will be asked to take a day without pay. When sick time is used for this purpose, staff will provide notification during the first two (2) weeks of the school year to their immediate supervisor. Final approval for the use of sick time for this purpose will remain with the immediate supervisor after consultation with the Executive Director of Human Resources and Legal Services.

## SECTION 5 - SUBPOENAS

- 14.5.1 **Work Related** – In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) calendar days of the hearing. A copy of the subpoena shall be provided to the employee's immediate supervisor and the Office of Human Resources and Legal Services in advance of the absence. Upon completion of his/her testimony, the staff shall return to work.
- 14.5.2 **Personal** – In the event an employee is called under subpoena to testify in any proceedings, not related to his or her professional capacity with the District, the employee may use personal leave or pre-approved flex time or unpaid hours to attend. In order to qualify for this provision the employee must provide a copy of the subpoena to his/her immediate supervisor and the Office of Human Resources and Legal Services in advance of the requested absence. (Example of personal proceedings: divorce, custody, property, etc.)
- 14.5.3 **Not Work-related or Personal** – In the event an employee is called under subpoena to testify in any proceedings that are not personal, he/she shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office 1) upon return to work if the employee works in the TLC Building or High Point, or 2) within 7 calendar days of the employee's return to work.

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paid an additional \$200. Only employees hired before November 30<sup>th</sup> in a year and employed on June 30<sup>th</sup> will be eligible for these payments.

All the payments in this section will be made on separate checks.

<sup>12</sup> Section 14.4.1: Each employee shall be entitled to accumulate sick leave at the rate of 1-1/2 days per month of employment up to a maximum of 15 days per school year. This provision does not apply to summer employment practices in Article 13.7 (Article 13.7 is Summer Employment Practices).

A copy of the subpoena shall be provided to the employee's immediate supervisor and the Office of Human Resources and Legal Services within 7 calendar days of the receipt of the subpoena. Upon completion of his/her testimony, the employee shall return to work as soon as is practicable. (Example: employee is witness to a crime.)

#### **SECTION 6 - MILITARY SERVICE**

14.6.1 An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full-time active duty for a maximum of two weeks per year. Employees who must be absent from work for a period of time that exceeds ten (10) workdays shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. Any employee that needs to take an impending call to service must follow the absence request procedure set forth in this Agreement and provide the Office of Human Resources and Legal Services the following documentation as soon as is practicable:

- 1) A copy of military orders with duration of requested leave; and
- 2) Proof of military compensation.

An employee leaving the system, who has been overpaid, shall be docked in pay to reimburse the Employer. If the employee owes more than the Employer can deduct from pay, the employee agrees to reimburse the Employer all overpaid funds. The reimbursement of the overpayment may be waived by the Superintendent if the service member has suffered documented physical or mental injury and is unable to return.

#### **Section 7 - SHORT-TERM UNPAID LEAVE**

- 14.7.1 An employee who has at least one (1) year seniority shall be eligible for one unpaid leave of up to five (5) consecutive days each year.
- 14.7.2 A written request stating the exact dates for the leave will be submitted to the immediate supervisor not later than two (2) weeks prior to the commencement of the leave. The supervisor shall approve or disapprove the request in writing within one (1) week of receipt of request. Employee shall receive, upon request, a written statement as to the reasons for disapproval.
- 14.7.2 (1) Upon approval of said leave, the compensation reduction due to the unpaid days will be applied while the employee is on the unpaid short-term leave. The employee may request to have their remaining salary, reduced by the compensation reduction, recalculated amongst the remaining pays of the school year. Approval shall be contingent on the number of pay periods (20 or 24) that the employee is on and the dates of occurrence of said leave in conjunction with workdays remaining to be paid for in the school year. Remaining salary would need to be able to support required compensation reduction. In addition, if the employee should terminate employment for any reason before the end of the school year, the employee shall be required to reimburse the Employer for any overpaid funds.
- 14.7.3 In the event there is a conflict between the requests of two (2) employees, the supervisor shall resolve the conflict. In making the judgment, the dates the request were submitted and the employee who had been on leave most recently will be considered.
- 14.7.4 This section does not apply to summer employment practices in Article 13.7

## **SECTION 8 - PERSONAL BUSINESS LEAVE**

- 14.8.1 Each 185-day employee who has completed the probationary period shall be allowed up to two (2) days per school year for personal reasons, and each 205-day employee who has completed the probationary period shall be allowed up to three (3) days per fiscal year for personal reasons, provided that the immediate supervisor shall be notified a minimum of two (2) days in advance of requested leave time; entry of the absence in the absence management system must also occur a minimum of two (2) days in advance of the requested leave time. Personal business leave shall not be granted on the day immediately before or after a holiday or vacation period. In the case of an emergency, the Executive Director of Human Resources and Legal Services or his/her designee may approve a personal business day for the employee. Unused personal business days shall be added to sick leave at the end of the fiscal year.

## **SECTION 9 - GAINFUL EMPLOYMENT**

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

## **SECTION 10 - JURY DUTY**

- 14.10.1 An employee granted time off to perform Jury Duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Employer the amount received for Jury Duty on the days when the employee would otherwise have been regularly assigned work in the district. The employee shall retain the amount paid for mileage. If Jury duty is not required for the full workday, the employee is expected to contact his or her immediate supervisor for further instruction (as to whether he or she should return to work for the day). The employee shall not be penalized in loss of sick days or other benefits provided he/she submits a Leave of Absence request via AESOP and provide the Office of Human Resources and Legal Services the following:
1. A copy of the Jury Duty Summons (in advance); and
  2. Documentation that supports the days of service (after service is complete).
- 14.10.2 The Board reserves the right to ask to have the employee excused from Jury Duty and the employee agrees to assist the Board in this effort if requested.

## **SECTION 11 - RETURN FROM LEAVE OF ABSENCE**

- 14.11.1 Requests for reinstatement following a leave, for any reasons, shall be filed in the Office of Human Resources and Legal Services on or before April 1, for an employee returning for the ensuing school year. Nothing contained herein shall obligate the Board to reinstate any employee returning from leave if such a request for reinstatement is not filed on or before the above date. Contained within the approval for a leave will be notification of the April 1<sup>st</sup> deadline.

For shorter term leaves and leaves during school year, the Office of Human Resources and Legal Services will determine the appropriate date by which the employee must provide their request for reinstatement, but in no case shall the date be greater than sixty (60) calendar days prior to the projected return date.

- 14.11.2 An employee returning from a leave of absence, where seniority has been frozen, will not be guaranteed his/her former assignment, but will be placed in the first available position in Unit I for which he/she is qualified.
- 14.11.3 In Board approved leaves of absence for a period of less than ninety (90) workdays, the employee shall have the right to return to the position which he/she left without loss of status.

#### **SECTION 12 - EMPLOYMENT-RELATED ABSENCES**

- 14.12.1 Absence due to injury suffered in the course of employment or occupational disease shall not be charged to the employee's sick leave. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to ensure that all medical costs in connection with work-related injuries shall be paid so that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act.

**For absences less than 8 days:** The employee shall receive full salary through payroll with no charge to the employee's sick leave.

**For absences 8 to 13 days:** The employee shall receive full salary for the first seven (7) days through payroll with no charge to the employee's sick leave. On the eighth (8th) day, the employee shall begin receiving Worker's Compensation benefit payments. The Employer shall pay the employee the difference between such employee's salary and the Workers' Compensation benefit received also with no charge to the employee's sick leave.

**For absences 14 days or more:** The employee shall receive Worker's Compensation benefit payments retroactive to the first date of injury. Once a return-to-work determination is received by the Employer stating that the absence due to the work-related injury will exceed 13 days, any salary already received by the employee from the Employer for any or all of the first seven (7) days will be applied to the remaining payments due for the difference between such employee's salary and the weekly benefit received. If an employee returns to work before all salary received for any or all of the first seven (7) days of absence has been applied, the employee's remaining salary for the year will be adjusted to recapture the overpayment. The Employer shall pay the employee the difference between such employee's salary and the Workers' Compensation benefit received with no charge to the employee's sick leave for a period of up to one year.

In all instances once a return-to-work recommendation is received by the Employer and is disputed by the employee, a full sick leave deduction shall be made to maintain full salary. Resolution of an appeal process in favor of the employee shall reinstate any sick leave deduction or the difference in compensation between the weekly benefits received under terms of the Michigan Workers' Compensation Act and the employee's salary. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.



## SECTION 13 - UNPAID EDUCATION LEAVES

- 14.13.1 An unpaid educational leave without fringe benefits may be granted at the discretion of the Employer to an employee who has received an effective or highly effective evaluation rating (former practitioner level) on the most recent overall annual evaluation and has two (2) years of service with the district and who has had acceptable attendance as defined in Article 14.4.7<sup>14</sup>.
- 14.13.2 Employees with two (2) or more years of service to the District, who have an approved educational leave will continue to receive their benefits coverage (healthcare, dental, vision) in effect prior to the start of the leave provided the employee continues to make his/her required employee contributions, if any. This benefit will be available to a minimum of one (1) qualified employee per semester on a first come first serve basis; preference will be given to employees with three or more years of service. Educational leaves in excess of one (1) shall be at the discretion of the Employer.

**For traditional semester-based, full-time educational leaves.** For a leave during the district's first semester, the leave request shall be made between March 1<sup>st</sup> and no later than May 31<sup>st</sup> prior to the start of the first semester. For a leave during the district's second semester, the leave request shall be made between August 1<sup>st</sup> and no later than October 31<sup>st</sup> prior to the start of the second semester. For an employee that has a year-round calendar and desires to be on the education leave during the summer, the employee shall request the leave between January 1<sup>st</sup> and no later than March 31<sup>st</sup> prior to the summer leave period. The employer will respond to the employee in writing within fifteen (15) business days after submission of all requested materials and information as to the decision regarding the leave request.

**For a non-traditional educational leave not covered above.** The leave request shall be submitted in its entirety and considered separately from the semester-based leaves discussed above and will not fall under the "minimum of one (1)" provision. The leave request shall be made at least two months prior to the start of the leave even if the details of specific leave days of the week are not known. The employee will provide the specific leave days of the week within three (3) days of receiving their assignment from their educational institution. Approvals of such leaves will be at the discretion of the employer. The employer will respond to the employee in writing within fifteen (15) business days after submission of all requested materials and information as to the decision regarding the leave request.

When such leave is approved ninety (90) workdays or less, the employee shall have the right to return to the position which they left without loss of status. In the event the unpaid educational leave is greater than ninety (90) workdays, the employee will be entitled to be placed in the first available position in Unit I for which they are qualified.

Should the employee not return to employment with the District at the end of said leave and work 1) through the end of the second semester of the school year if they were on a leave the first semester, or 2) through the end of the first semester of the next school year if they were on leave the second semester, he/she shall be required to reimburse the Employer for the amount

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<sup>14</sup> Section 14.4.7: Acceptable usage of sick leave will be considered five (5) days or less per year (July 1 - June 30). The lack of a pattern of regular and predictable attendance shall be justification for a conference with the supervisor. Medical documentation may be required for absences beyond seven (7) days per year or for an absence of three (3) consecutive workdays. A mandatory conference with the supervisor will be held for absences after five (5) days per year. Absences beyond ten (10) days per year may be grounds for disciplinary action. A pattern of unacceptable use of sick leave may result in the use of Article 9, Section 2.

the Employer contributed toward their health coverage during said leave. The reimbursement shall be waived at the discretion of the Superintendent. (An example to approve a waiver would be if the employee is eligible for a higher paid position within the WISD and there isn't an opening for the employee to move into, or the Employer chooses not to hire the employee for the higher paid position, the reimbursement shall be waived.) Request for waiver of the reimbursement shall be submitted in writing to the Office of Human Resources and Legal Services.

An unpaid educational leave will not reduce an employee's Special Skills Payment.

## **ARTICLE 15**

### **SECTION 1 - REPORTING ABSENCES**

- 15.1.1 Employees shall be individually responsible for entering their absence(s) into the absence management/substitute management system and notifying a designated person if requested when the employee will be absent from work, in order to give the employer time to call in substitutes. Entry into the system shall be completed as follows:
1. For personal days and scheduled appointments, entry must be completed a minimum of 2 days before the start of the scheduled absence, preferably longer if the absence is known prior to that time.
  2. For an illness, as soon as the employee determines they should not be at work, entry into the system or a call to the Human Resources staff member responsible for maintaining the absence management/substitute management system shall be completed in no less than two (2) hours before their start time.
  3. If there is an emergency situation or unexpected illness and the employee cannot complete the absence entry two (2) hours before their start time, the employee will contact their immediate supervisor (or her/his designee), in the manner prescribed by the supervisor, to notify them of their absence and the reason they were unable to enter the absence two (2) hours before their start time. In addition, the employee will complete their absence entry immediately after contacting their supervisor, or, if that is not possible, will contact the Human Resources department as soon as practicable to have the Human Resources staff enter the absence for the employee.

Such notification shall include the reason for absence.

## **ARTICLE 16**

### **SECTION 1 - SUBSTITUTES**

- 16.1.1 A list of available substitutes shall be drawn up and made available to regular employees and, where possible, regular employees shall recommend their preferences from the list.
- 16.1.2 Management will develop a written procedure to be followed by teaching assistants in those emergency situations where a certified teacher substitute cannot be found to direct the daily activities of the classroom.

- 16.1.3 Unit I members who apply and qualify for Michigan substitute teacher certification and who serve in an emergency situation (as defined in 16.1.2) at the request of the supervisor shall be compensated at the Unit II BA Step 1 daily rate. A reasonable opportunity to participate will be made available for all staff who qualify.
- 16.1.4 In no event shall a person who is non-certified under Michigan Law be placed in charge of a classroom.

## **ARTICLE 17**

### **EMERGENCY CLOSINGS**

- 17.1.1 In the event that weather conditions or other Acts of God require that the employee's place of work be closed, the Employer shall notify employees by announcing said closing on the Employer's website, School Messenger or other electronic alert system and the Detroit Media School Closings Alliance. In the event that the employee's place of work is closed, employees are not required to report for work, unless instructed to report in the closing announcement. Employees not reporting when required shall have the day charged first to approved flex time, second to Personal Leave.
- 17.1.2 State required make-up days will be worked without additional compensation

## **ARTICLE 18**

### **Work Schedules**

#### **SECTION 1 – DISTRICT COMMON CALENDAR**

- 18.1.1 The District common calendar is included in this agreement in Article 25. By June 1 of each year, prior to the development of the upcoming school calendar(s), administration will meet with Unit I leadership to review the proposed calendar(s). These calendars will establish a set schedule for opening day and Labor Day weekend.

#### **SECTION 2 - EMPLOYEE CALENDAR**

- 18.2.1 Full-time schedules for teaching assistants will be either a 185-day schedule or a 205-day schedule. The work year for employees shall be contained within the July 1- June 30 contract year.

Annually, at least 30 hours will be designated as professional development time and an additional 15 hours will be designated as class preparation/records time for all teaching assistants.

Employees that currently hold 185-day Young Adult Project Teaching Assistant positions will be given priority for the 205-day positions until the end of an internal posting. The internal posting will be open for a five-day period and the current 185-day Young Adult Project Teaching Assistants must submit their letter of interest to the Office of Human Resources and Legal Services during that five-day period.

Employees that currently hold 185-day Young Adult Project Teaching Assistant positions will be given priority for the 205-day positions until the end of an internal posting. The internal posting will be open for a five-day period and the current 185-day Young Adult Project Teaching Assistants must submit their letter of interest to the Office of Human Resources and Legal Services during that five-day period.

185-day employees employed as of the ratification date of this bargaining agreement who elect to transfer into 205-day positions will be placed on the new salary scale; and will receive a single buy-out payment of \$1,000 that will be paid at the end of the 2021-22 school year. The number of workdays for the 2021-22 year will be determined once the bargaining agreement has been fully ratified, but it will likely be 185 workdays for 2021-22. Current 185-day employees may elect to remain in 185-day positions and will remain on the existing pay scale and will continue to follow the other provisions of the agreement for 185-day employees. New employees hired into positions in these programs/classrooms will be assigned to be in 205-day positions.

- 18.2.2 Employees assigned to a classroom program in a local district shall work the teacher schedule in that district, but not to exceed 37.5 hours per week, except under 18.3.4, or unless authorized by the supervisor.
- 18.2.3 Employees who work over forty (40) hours in a work week will be compensated at per diem plus one half.

### **SECTION 3 - WORK WEEK**

- 18.3.1 Unit I employees shall be required to work five (5) days, 37.5-hour work week excluding lunch. All employees will maintain time records as required by the Employer. Any hours worked over 7.5 hours per day or 37.5 hours per week must be preapproved by the employee's supervisor. Situations do occur where preapproval is not possible, including, but not limited to, a student bus or parent not arriving for student pick up on time; in such situations, a supervisor shall subsequently approve the extra hours. Excluding such situations, an employee working extra hours without approval of the work from their supervisor is subject to disciplinary action.
- 18.3.2 Assistants who do not have a designated duty-free lunch period shall have a fifteen (15) minute period of duty-free time scheduled within the instructional day.
- 18.3.3 Work schedules, according to the above stipulations, shall be developed by employees and their immediate supervisors.

For staff who are not operating under a classroom calendar, an annual work calendar and daily work schedules shall be developed in collaboration with assigned TC/case managers and the immediate supervisor. Calendars for these employees shall be approved by his/her immediate supervisor and approved by the appropriate Director. Any necessary adjustments in the work calendar which need to be made after the employee calendar has been approved shall be made between the employee and the immediate supervisor and are subject to approval by the appropriate Director.

- 18.3.4 In addition to the regular work week outlined above, employees may be required to attend staff meeting(s) for a maximum of two (2) hours per month. A meeting schedule shall be prepared and distributed on a semester basis. These meetings may be held before or after the scheduled

workday. Employees required to attend meetings before or after work hours shall be compensated as outlined in 18.3.5 and 18.3.6.

18.3.5 All Unit I employees who are required to take part in IEP's, parent or student contact or other educational responsibilities which are part of the regular work duties but can only be accomplished outside the established 37.5 hours will be granted flextime when it is approved by their supervisor. Unit I employees may also be asked to conduct training after hours, attend after school enrichment activities, or participate in committee activities by the Employer; the employee will also be granted flextime for these purposes. When possible, flextime should be scheduled by the supervisor to be taken outside of student contact hours. All flextime shall be scheduled by the employee's supervisor within a two-week period following the additional work hours. No more than 2.5 hours of flextime shall be earned in a regular 37.5-hour work week. Employees who work over 40 hours in a work week will be compensated at time and one-half.

If the employee is unable to flex time within the two (2) week time period, up to 2 ½ hours shall be paid at the current daily/hourly rate (straight time). Payment will be made within 30 days.

18.3.6 The hourly rate used to calculate time and one-half in Section 18.3.5 shall be computed by dividing the annual salary amount per Section 24.1.1 by the number of scheduled workdays for the Unit I employee, and then dividing that daily rate by 7.5 hours per day.

#### **SECTION 4 - ADDITIONAL ACTIVITIES**

18.4.1 Activities beyond the regular workday duties, including but not limited to such items as school fairs, social functions, workshops, open houses, welcoming events, informational meetings, and sports events, shall be voluntary on the part of the employee unless required by their supervisor as set forth in 18.3.5.

18.4.2 In the course of instructional programs, employees may continue to teach students certain vocational/occupational tasks when such tasks are assigned to students by the employee as part of an ongoing educational program designed to develop specified skills and abilities.

18.4.3 Employees shall not be assigned janitorial duties as a part of their contractual duties.

#### **SECTION 5 - ADMINISTRATION DIRECTED ACTIVITIES**

18.5.1 The Board may request that employees perform specific tasks as directed by Administration beyond the normal work week as established per contract. Those tasks included in the job description for an employee are not eligible for compensation under this section. When the Board determines that this provision will be implemented, it will provide notice to Unit members through use of the appropriate bulletin boards at both High Point and out-centers.

18.5.2 Applicants for extra duty postings will be selected on the following basis:

- 1) Individual qualifications of the applicants with consideration given to most recent regular employment in the positions and age levels involved;
- 2) Where qualifications of applicants for extra duty work are substantially equal, the position shall be offered to the employee with the greatest seniority in the district.

- 18.5.3 In emergency situations when the notification and application procedures outlined above cannot be followed because of the time factor, administrative approval may be granted on a case by case basis.
- 18.5.4 The rate of compensation for all activities which have been approved by the supervisor and Director, Human Resources, covered under this section, will be paid at their daily rate of pay multiplied by the number of days required to work by the Employer for this activity.

## **ARTICLE 19**

### **WORKING CONDITIONS**

#### **SECTION 1 - WORK SPACE**

- 19.1.1 Adequate workspace shall be provided for each employee. The Board shall provide adequate assigned space in which employees may eat, confer, lounge, or meet with other employees.

#### **SECTION 2 - USE OF TELEPHONES**

- 19.2.1 Telephones are available to employees for all business-related local and long-distance calls. Long distance business-related calls are to be recorded on the forms provided by the district.

#### **SECTION 3 - MATERIALS & EQUIPMENT**

- 19.3.1 The Board shall reimburse an employee for personal property which is damaged during a work-related activity provided such property (including eyeglasses and clothing) is of the type which would normally be expected to be brought to the workplace.
- 19.3.2 To receive such reimbursement, the employee shall report such damage immediately to his/her supervisor in writing.

#### **SECTION 4 - HEALTH & SAFETY**

- 19.4.1 The Employer will inform the employees upon confirmation of the presence of all known communicable diseases known to be present within the workplace in accordance with the Employer's board policy. The nurse will maintain an ongoing list of communicable diseases present in the workplace in accordance with the board policy. The list will be maintained on the Employer's network for Employee's to access at any time. In addition, the list will be provided to Employees at the beginning of each school year, after winter break, and at the beginning of summer school. Appropriate precautions shall be taken by the employer and employees including vaccinations, tests, quarantines, and the provision of health-related information. If it is determined that this section is not in compliance with any law in the view the Employer's attorney, the wording regarding the list being on the network will be eliminated.

## **SECTION 5 - PROTECTION OF STAFF**

- 19.5.1 If any employee is legally complained against or sued by reason of disciplinary action taken by the employee against a student, the Employer shall provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the Employer determines the employee has acted within the scope of Board Policy, professional behavior, and ethical considerations. The sole determination shall be made by the Employer, and the decision of the Employer shall not be subject to the grievance procedure, up to and including arbitration, provided: that prior to making its decision, the Employer will provide the employee with copies of the materials to be used and shall allow the employee the opportunity to be heard, if the employee so requests. This determination can be reconsidered by the employer if new evidence/information is brought forth.
- 19.5.2 Time lost by an employee due to legal appointments caused by a work-related incident, shall not be charged against the employee, if the Employer finds that the employee has acted within the scope of Board Policy, professional behavior and ethical considerations.
- 19.5.3 Any case of assault or suspected battery upon an employee shall be promptly reported to the appropriate supervisor who shall investigate the report. In cases of both assault or suspected battery, the employee will be informed of his/her rights by the Superintendent or designee and may exercise his/her rights to file a police report.

## **SECTION 6 - STAFF CONFERENCES AND VISITATION**

- 19.6.1 Employees shall be allowed one (1) day each year to visit other programs or facilities that relate to the employee's WISD responsibilities. Approval from the employee's supervisor and the Executive Director of Human Resources and Legal Services, is necessary prior to scheduling a visitation day.

## **SECTION 7 - CURRICULUM DEVELOPMENT**

- 19.7.1 Through such methods as in-service workshops, etc., every effort will be made to involve individual employees and groups of employees to develop new curricular offerings and to improve existing programs by sharing of ideas among staff and receiving new ideas from outside experts in particular areas. Employees will have an opportunity to receive information from and feedback to the standing curriculum and instruction committee. Training will be provided as needed.

## **SECTION 8 - CONFERENCES**

- 19.8.1 During the life of this Agreement, the allocation for Unit members' conference and course reimbursement will be \$10,000 per year. A Federation committee will be established to consider conference and course reimbursement to allocate the budget amount. No individual shall receive total reimbursements in excess of the amount established in MCL 380.620 regarding ISD travel expenses.
- 19.8.2 Prior to submission to the Federation committee, each request for conference must have approval of the immediate supervisor and the Executive Director of Human Resources and Legal Services. Each conference application shall contain an educational justification supported by the immediate supervisor.

- 19.8.3 Staff members, upon resigning from the system, forfeit their privilege of attending conferences.
- 19.8.4 Employees serving on national committees, commissions, task force groups and those requested to serve as presenters, group leaders, or resource people for the agency to national or state associations may attend providing prior approval is obtained from the immediate supervisor and the Superintendent or his/her designee. In situations where funds are not available, employees may agree to assume full conference costs.
- 19.8.5 The Federation agrees that the administrative staff may request employees to attend workshops and conferences related to their job descriptions if funds other than the Federation conference budget are used for the employee's expenses and if the employee agrees to attend.
- 19.8.6 The Vice-President and conference chairperson will be provided access to the Employer's financial accounting system for the purpose of viewing the Federation's conference fund accounts.

**SECTION 9 – POSITIVE BEHAVIOR INTERVENTION AND SUPPORTS (PBIS)**

- 19.9.1 Teaching assistants will follow WISD's Behavior Management Policy.
- 19.9.2 Newly hired teaching assistants shall be provided with training on the techniques of Behavioral Management. This training shall take place within ten (10) working days of initial hire.
- 19.9.3 All teaching assistants shall be kept informed of new required Positive Behavior Supports technique changes as they are developed.
- 19.9.4 Maintaining a safe and orderly learning environment is the joint responsibility of the Employer and employee. At the beginning of the school year, the supervisor and classroom staff will review student needs.  
  
To support this effort a WISD team will be established and will develop district-wide PBIS system by utilizing the framework established by the state of Michigan. To ensure that the district is aware of instances that threaten a safe and orderly learning environment, the Employer shall establish a hotline for staff reporting injuries.
- 19.9.5 A written "WISD Procedure for Addressing the Needs of Students with Intensive or Complex Concerns" will be provided to staff. The written procedure will be reviewed annually by a joint Federation/Management Committee.
- 19.9.6 Interim safety interventions shall be determined by the Supervisor in consultation with the staff.



## **SECTION 10 – MENTORING**

- 19.10.1 The District shall provide a mentor for every new Unit I employee in the first one (1) year of their employment. An employee transferring to a different program may be assigned a mentor; the determination of whether there is an assignment of a mentor will be at the discretion of the supervisor.
- 19.10.2 The mentor shall be defined as a Unit I employee with four (4) or more years of experience, or a qualified employee outside of the Unit. First consideration shall be given to Unit I employees. If a supervisor is unable to identify an eligible Unit I mentor, the Office of Human Resources and Legal Services will contact via email all Unit I members about the opportunity to apply to become a mentor before anyone outside of the Unit is considered. A mentor shall have no more than two (2) mentees at any one time.
- 19.10.3 Interested Unit 1 employees shall complete and submit to the Office of Human Resources and Legal Services the District approved form to apply to be a mentor.
- 19.10.4 When a Unit I employee applies and is selected to be a mentor by Management, the following conditions apply:
1. The mentor shall meet with the mentee for no fewer than ten (10) hours.
  2. The mentor shall be granted up to three (3) half (.5) school business days of each year to work with the mentee during the regular workday. Such time shall be scheduled with supervisory approval. Any exception to this would need approval from the supervisors and Executive Director of Human Resources and Legal Services.
  3. Mentors will receive a stipend of \$250 upon meeting standards. Compensation under this section shall be made in October, January, March and June; documentation of dates, times, and topics of meetings, must be presented to Management in order to receive stipend.
  4. Should a conflict arise between mentor and mentee, either party may notify administration and a new mentor will be assigned by administration.
- 19.10.5 Management shall obtain input from the Federation in developing the standards for mentoring.

## **ARTICLE 20**

### **SALARY COMPUTATIONS**

#### **SECTION 1 - PAY PERIODS**

- 20.1.1 Employees Teaching assistants working a 185-day schedule shall receive their salaries in twenty (20) equal installments. Employees who work the 185-day schedule shall have the option of twenty-four (24) equal installments provided they give written notice to the Office of Human Resources and Legal Services before the first workday in the fall.
- Teaching Assistants working a 205-day schedule shall receive their salaries in twenty-four (24) equal installments.

## SECTION 2 - EDUCATIONAL SALARY ADJUSTMENT

20.2.1 Semester hours credit earned by teaching assistants, including equivalent SCECHs State/locally approved CEUs, in the following areas of study qualify the teaching assistant for additional salary:

Assessment /Remediation (not more than two (2) courses)  
Assistive Tech / Augmentative Communication (not more than three (3) courses)  
Behavior Management (A minimum of one (1) course is required) or currently valid Crisis Prevention Institute cardholder as of the time of submission for qualification for the Educational Salary Adjustment.  
Career Education (not more than two (2) courses)  
Child Growth and Development Psychology  
Collaboration/Service Delivery (not more than two (2) courses)  
Computer-aided Instruction (not more than two (2) courses)  
Culinary or Nutrition (not more than two (2) courses)  
Curriculum and Instruction (not more than three (3) courses)  
Entrepreneurship or Small Business Management (not more than two (2) courses)  
Exceptional Children  
Equity, Inclusion, Social Justice  
Financial Literacy (not more than two (2) courses)  
Health and Recreation for Students (not more than two (2) courses)  
Medical-related Procedures (not more than three (3) courses)  
OT / PT (not more than two (2) courses)  
Sanitation and Hygiene (not more than two (2) courses)  
Sign or Foreign Language (not more than two (2) courses)  
Technology Skills (not more than three (3) courses)

Courses must be submitted on the designated form; official transcripts will be required for college courses. (Employees who are unable to obtain their official transcript may contact the Superintendent in writing for an exception.) Upon submission, the forms will be reviewed to determine eligibility for the above requirements. The preapproval requirement in 20.2.4<sup>15</sup> and the ten-year course completion requirement (see below) do not apply for the new employee's courses at the time of hire. Retroactive approval will not be given for conferences, workshops or in-services with the exception of the Behavior Management requirement for valid Crisis Prevention Institute (CPI) cardholders. If the Employer is unable to schedule the Employee into a CPI course within ten (10) workdays per 19.9.2, the compensation for this Article will be retroactive to the date of completed submission.

If an employee is in a planned course of study leading to an Associate's Degree (or higher) in a related field in which the Employer hires for such positions (Teaching, Psychology, Physical Therapy, etc.) the employee shall submit their planned course of study to the Executive Director of Human Resources & Legal Services for preapproval on the designated form. Once approved, the course maximums above will not apply to these employees for said course of study.

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<sup>15</sup> Article 20.2.4: The Employee's plan of study will be pre-approved by the Executive Director, Human Resources & Legal Services on a District approved form and deemed beneficial to the employer.

Deadlines for submission of documentation of eligibility for the Educational Salary Adjustment are outlined in 20.2.8<sup>16</sup>. Credit will be given for courses completed within ten (10) years prior to the submission of the District-approved form to the Office Human Resources and Legal Services.

20.2.2 Employees hired prior to July 1, 2019, who have completed a course(s) prior to July 1, 2019 which they feel qualifies toward the Educational Salary Adjustment shall submit documentation of all courses taken by November 30, 2019 on the District-approved form to Office of Human Resources and Legal Services. Only courses for which SCECHs or CEUs were awarded while an employee of the employer shall count toward the Educational Salary Adjustment assuming all other criteria is met; SCECHs or CEUs prior to employment with the employer shall not count towards the Educational Salary Adjustment. Documentation of SCECHs/CEUs shall include the awarded certificate and an agenda/outline of the course. College semester courses completed while employed with the employer and prior to employment with the employer will count towards the Educational Salary Adjustment assuming all other criteria is met; official transcripts will be required to be submitted with the District-approved form. The requirement that courses shall be taken within ten (10) years prior to the submission of the form shall not apply to this submission. The deadlines for submission of documentation of eligibility in Section 20.2.8 remain in effect for anyone qualifying for the Educational Salary Adjustment under this section.

20.2.3 Employees with approved semester credit hours totaling a minimum of ten (10) hours from the list in Section 20.2.1 (or under Section 20.2.4) will be placed on the Base+10 column on the scale in Section 24.1.1.

Employees with approved semester credit hours totaling a minimum of thirty (30) hours, twenty (20) of which must be from the list in Section 20.2.1, will be placed in the Base+30 column on the scale in Section 24.1.1.

Employees with approved semester credit hours totaling a minimum of sixty (60) hours toward a Bachelor's degree or to completion of an Associate's degree will be placed in the Base+60 column on the scale in Section 24.1.1. The planned course of study must be deemed beneficial to the agency by the Executive Director of Human Resources & Legal Services.

20.2.4 The employee's plan of study will be pre-approved by the Executive Director of Human Resources and Legal Services on a District-approved form and deemed beneficial to the employer.

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<sup>16</sup> Section 20.2.8: Teaching assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive payment for the qualified amount per hour for the entire year, or the teaching assistant can submit verification of credit prior to February 1st and, if allowed, they will receive payment for the qualified amount per hour addition on the remaining hours left in that school year.

- If the Employee is waiting for an official transcript and will not meet the February 1<sup>st</sup> deadline, the Employee shall submit an unofficial transcript with the rest of the required documentation before February 1<sup>st</sup> and will be given a reasonable amount of time to submit the official transcript.
- If the official transcript confirms the content of the unofficial transcript, the effective date of the submission will be the date all the required documentation was submitted with the unofficial transcript.

Candidates for employment will be required to complete the educational salary adjustment application during the pre-hire process. If a candidate has no previous semester hours, they will acknowledge such on the application. (Candidates for employment will not be subject to the beginning of year and February 1<sup>st</sup> deadlines stated above.)

20.2.5 The list in 20.2.1 is not all inclusive. Credit may be given by the Executive Director of Human Resources & Legal Services or the Assistant Superintendent of Achievement & Student Services, for other courses when the relationship between the course and the duties of the job are shown.

20.2.6 Retroactive approval will be given for college credit upon receipt and review by the Executive Director of Human Resources and Legal Services. Retroactivity applies to the date the paperwork is submitted to the Office of Human Resources and Legal Services. Retroactive approval will not be given for conferences, workshops or in-services with the exception of the Behavior Management requirement for currently valid Crisis Prevention Institute cardholders.

20.2.7 Payments under this section will not be cumulative.

20.2.8 Teaching assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive payment for the qualified amount per hour for the entire year, or the teaching assistant can submit verification of credit prior to February 1st and, if allowed, they will receive payment for the qualified amount per hour addition on the remaining hours left in that school year.

- If the Employee is waiting for an official transcript and will not meet the February 1<sup>st</sup> deadline, the Employee shall submit an unofficial transcript with the rest of the required documentation before February 1<sup>st</sup> and will be given a reasonable amount of time to submit the official transcript.
- If the official transcript confirms the content of the unofficial transcript, the effective date of the submission will be the date all the required documentation was submitted with the unofficial transcript.

Candidates for employment will be required to complete the educational salary adjustment application during the pre-hire process. If a candidate has no previous semester hours, they will acknowledge such on the application. (Candidates for employment will not be subject to the beginning of year and February 1<sup>st</sup> deadlines stated above.)

20.2.9 There must be advance written approval by the Executive Director of Human Resources and Legal Services for all SCECH equivalents, State/locally-approved CEUs.

### SECTION 3 – ATTENDANCE INCENTIVE

20.3.1 **For 185-day Employees:**

An employee shall qualify for an \$800 attendance incentive if they use fifteen (15) hours or less of leave time (paid or unpaid) during each of the periods from:

- 1) the start of the employee school year through November 30, payable by the second pay date in January
- 2) December 1 through the end of February, payable by the second pay date in April.
- 3) March 1 through the end of the employee school year, payable by the second pay date in August.

The employee must be employed for the entire period to be eligible for that period's incentive. An employee will only be paid for a period if they are employed on the last day of the period.

Additionally, if an employee uses 37.5 hours or less of leave time for the full school year of the employee, the employee will be paid \$300. If an employee uses 15 hours or less of leave time for

the full school year of the employee, the employee will be paid an additional \$200. Only employees hired before November 30<sup>th</sup> in a year and employed on June 30<sup>th</sup> will be eligible for these payments.

All the payments in this section will be made on separate checks.

Leave for the purposes of this provision shall exclude FMLA, school business, jury duty, workers compensation, short-term military leave and employment-related subpoenas. A bereavement leave of four (4) days or more that straddles two of the attendance incentive periods shall only impact the period into which most of the four days fall; all of the bereavement days of the entire leave shall impact said period. If the days are evenly split between two periods, all of the bereavement days of the entire leave shall impact the earlier of the two attendance incentive periods.

**For 205-day Employees:**

An employee shall qualify for a \$700 attendance incentive if they use fifteen (15) hours or less of leave time (paid or unpaid) during each of the periods from:

- 1) the start of the employee school year through November 30, payable by the second pay date in January
- 2) December 1 through the end of February, payable by the second pay date in April.
- 3) March 1 through the end of the 185-day employee school year, payable by the second pay date in August.
- 4) July 1 through August 31, the employee will receive \$300 payable by the second pay day in October if they use 7.5 hours of less of leave time (paid or unpaid).

The employee must be employed for the entire period to be eligible for that period's incentive. An employee will only be paid for a period if they are employed on the last day of the period.

Additionally, if an employee uses 37.5 hours or less of leave time for the full school year of the employee, the employee will be paid \$300. If an employee uses 15 hours or less of leave time for the full school year of the employee, the employee will be paid an additional \$200. Only employees hired before November 30<sup>th</sup> in a year and employed on June 30<sup>th</sup> will be eligible for these payments.

All the payments in this section will be made on separate checks.

Leave for the purposes of this provision shall exclude FMLA, school business, jury duty, workers compensation, short-term military leave and employment-related subpoenas. A bereavement leave of four (4) days or more that straddles two of the attendance incentive periods shall only impact the period into which most of the four days fall; all of the bereavement days of the entire leave shall impact said period. If the days are evenly split between two periods, all of the bereavement days of the entire leave shall impact the earlier of the two attendance incentive periods.

**Employees with less than a 185-Day Schedule:**

For employees working less than a 185-day schedule during part or all of the year, all of the components of the attendance incentive, including the payment amounts and the hours of leave time used factor, will be prorated based on the employee's schedule compared to a full-time 185-day employee.

## **LONGEVITY**

- 20.3.2 An employee who has completed, as of the end of the fiscal year:
- 6 – 9 full school years of service will receive a \$400
  - 10-14 full school years of service will receive a \$800,
  - 15-19 full school years of service will receive a \$1,200, or
  - 20 or more full school years of service will receive a \$1,600 annually.

### **SECTION 4 - SPECIAL SKILLS RECOGNITION**

- 20.4.1 When ongoing and routine individual student critical medically related care is necessary to maintain life support, staff assigned to that classroom will be trained by qualified medical personnel. Appropriate medical personnel will train these staff to successfully perform the necessary medically related duties. A record of the training will be maintained in each employee's personnel file.

Employees have various training in areas of importance related to their specific program or location. In recognition of the training for teaching assistants that is required for our various programs and services, employees not receiving the extra payment under 24.1.2 will receive additional annual compensation. The annual compensation amount shall be \$1,150. For employees that do not work a full school year due to beginning or ending employment, or for any other reason, the payment will be prorated based on the fraction of the number of days worked divided by the total number of workdays for a full-time, full school-year employee. Part-time employees will be further prorated based upon their FTE.

### **SECTION 5 – EXTRA DUTY STIPEND**

- 20.5.1 If the vacancy rate for all active Unit I positions during the regular school year (first day for staff of the new school year through the last day for staff in June) is more than 12%, each employee will receive a payment of \$10-per day, up to a maximum of 185 days during the Aug/Sep through June period. The calculation of the vacancy rate will be based on the Special Education Master Staffing List—maintained by the Special Education Administration staff. At each month end, starting with September 30, the daily vacancy rate will be reviewed and payment for the qualifying days will be made by the last payroll of the following month. This percentage will be the whole number not rounded. (Example: 12.7=12, and 9.4=9) If the Federation accurately identifies a posting for a position that is not reflected as a vacancy on the Special Education Master Staffing List, the employer will adjust the Master Staffing List back to the date the vacancy occurred.

### **SECTION 6 – RETENTION STIPEND**

- 20.6.1 For the 2021-22 school year, an initial retention/hiring payment of \$400 will be made to staff employed on November 30, 2021; this amount will be paid on the December 15th paycheck. For the 2021-22 school year an additional retention/hiring incentive of \$1000 will be paid to all employees at the end of the school year paid out on the last pay in June; this payment will be on a separate check. For the 2022-23 school year, an initial retention/hiring payment of \$400 will be made to staff employed on November 30, 2022; this amount will be paid on the December 15th paycheck. For the 2022-23 school year, an additional retention/hiring incentive of \$600 will be paid to all employees at the end of the school year paid out on the last pay in June; this amount will be paid on a separate check.

For employees hired after October 31st of either year, the incentive payment will be prorated based on the number of paid days during the respective year.

**SECTION 7 – PAYMENTS**

- 20.7.1 For payments in Sections 20.3.1 and 20.3.2, payments are due no later than the second pay date in August of the school year and shall be paid on a separate check.
- 20.7.2 For those employees who choose to retire at the end of the school year and who are eligible for Sections 20.3.1 and 20.3.2 payments, will receive these payments will be made by the Employer no later than the second pay date in August. If anyone retires during the school, year his/her payments will be prorated based on the number of days worked.

**SECTION 8 – 403B/457 PLAN EMPLOYER MATCH**

- 20.8.1 If an employee contributes to a qualified District-administered 403(b) or 457 plan, the District will match the employee’s contribution up to 1% of the employee’s base salary. For each participating year, the contribution they want to have matched must be made by the employee via payroll deduction by March 31st. The plans available through the Michigan Public School Employees Retirement System are not “District-administered” plans.

**ARTICLE 21**

**SECTION 1 - MILEAGE**

- 21.1.1 The base for reimbursement of authorized mileage is determined by using the maximum allowable rate as established by the Internal Revenue Service.
- 21.1.2 To receive the mileage reimbursement, prior approval for travel must be authorized by the appropriate Supervisor.

**ARTICLE 22**

**SECTION 1 - NO STRIKE CLAUSE**

- 22.1.1 The Federation and its members agree that during the life of this Agreement, it will not directly cause, encourage, or participate in any strike, work stoppage, or any other type of concerted activity which has the effect of disrupting or interfering with the normal educational activities of the WISD.

**ARTICLE 23**

**SECTION 1 - HEALTH AND WELFARE**

- 23.1.1 The Board will provide, upon application, to full time Unit I employees, a flexible compensation plan as outlined below.

- 23.1.2 A joint Management/Federation committee will meet at least two times per year to review the financial results of the plan and to recommend options for plan modifications. If financial information is not available prior to October 1, the committee will meet as soon as possible at a mutually agreeable time.
- 23.1.3 Beginning January 1, 2012, if an Employee's spouse and/or dependent have health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage.
- If an Employee determines that having their spouse enroll in their spouse's health coverage would, in their opinion, be too costly, the Employee may appeal to have this 10% assessment waived. The Employer will request documentation it feels necessary to determine if the waiver will be granted. An employee may provide proof that he/she is receiving government assistance to support a request for waiver; proof of assistance may include Bridge Card, Social Security Statement of Benefits, Section 8 paperwork, and/or DHS Statement of Benefits. This provision is not subject to the Grievance procedure outlined in Article 7.
- 23.1.4 The Employer will implement the aggregate hard cap for health/medical benefits in conformance with PA 152 of 2011 using a modified rate methodology to more accurately reflect industry practice for pricing single, two-person and full family coverage. The Employer will offer a selection of health/medical care options through a single carrier or health care administrator. The underlying coverage levels of at least two of the offered health plans will be the same as the coverage levels of the PPO-type plans offered as of June 30, 2013, with the exception of the option which will be identified as the "HMO" option which will have no out-of-network coverage. Co-pays, deductibles, and co-insurance, if applicable, may vary between options. For employees electing opt out of the health insurance coverage offered by the Employer, the Employer will contribute \$104.16 per pay (based on an annual opt out amount of \$2,500) in lieu of this offer of health insurance coverage upon the following conditions:
- 1) the employee voluntarily and in writing opts out of the health benefits coverage offered by the Employer and
  - 2) The employee provides documentation to the Employer that the employee (and eligible dependents) has other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act.
- 23.1.5 A joint Federation/Management committee will meet at least two (2) times per year working collaboratively to identify an appropriate wellness plan and incentives to reduce overall health care costs.
- 23.1.6 For the current benefits guides, visit the iWISD Insider under Agency Forms.
- 23.1.7 Notwithstanding any other provision of this Agreement, the parties understand that health benefits described herein are subject to the Federal Affordable Care Act ("ACA") and that the ACA has many required provisions with varying effective dates. The parties agree that the District may amend the health plan to the extent necessary in order to ensure compliance with the ACA. For the contract period starting January 1, 2020, and ending December 31, 2021, upon request by either party, the agreement will be reopened for the limited purpose of bargaining over the effect of any amendment made to the health plan as a result of the



District's required compliance with the ACA or that benefits the users of the health plan as a result. Upon request by either party, the agreement will be re-opened for the limited purpose of bargaining over the effect of any amendment made to the health care plan as a result of the District's required compliance with ACA and Public Act 152 of 2011.

- 1) meets the recommended minimum value requirements in compliance with the Affordable Care Act.
- 2) the employee provides documentation to the Employer that the employee (and eligible dependents) has other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act.

23.1.8 A joint Federation/Management committee will meet at least two (2) times per year working collaboratively to identify an appropriate wellness plan and incentives to reduce overall health care costs.

23.1.9 Notwithstanding any other provision of this Agreement, the parties understand that health benefits described herein are subject to the Federal Affordable Care Act ("ACA") and that the ACA has many required provisions with varying effective dates. The parties agree that the District may amend the health plan to the extent necessary in order to ensure compliance with the ACA. For the contract period starting July 1, 2016, and ending June 30, 2019, upon request by either party, the agreement will be reopened for the limited purpose of bargaining over the effect of any amendment made to the health plan as a result of the District's required compliance with the ACA or that benefits the users of the health plan as a result. Upon request by either party, the agreement will be re-opened for the limited purpose of bargaining over the effect of any amendment made to the health care plan as a result of the District's required compliance with ACA and Public Act 152 of 2011.

## ARTICLE 24

### COMPENSATION

24.1.1 Wage Scales for the terms of this contract will be as follows:

#### 2021/2022 Pay Scale (185-day Employees)

Educational Salary Adjustment:	\$0.60/hr	\$1.10/hr	\$1.50/hr	
<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	24,786	25,665	26,396	26,982
2	26,681	27,559	28,292	28,877
3	28,952	29,831	30,562	31,148
4	30,889	31,768	32,499	33,085
5	32,054	32,933	33,663	34,250
6	33,203	34,082	34,813	35,399

The 2021-22 pay scale includes the increased Educational Salary Adjustment provision, Article 20 Section 2.

+25% Scale (For Employees Identified in Article 24.1.2)

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	30,984	31,863	32,594	33,179
2	33,352	34,230	34,962	35,547
3	36,191	37,070	37,801	38,386
4	38,612	39,491	40,221	40,807
5	40,068	40,946	41,678	42,263
6	41,503	42,382	43,113	43,699

The 2021-22 pay scale includes the increased Educational Salary Adjustment provision, Article 20 Section 2.

**2021/2022 Pay Scale (205-day Employees)**

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	27,466	28,440	29,250	29,899
2	29,565	30,538	31,351	31,999
3	32,082	33,056	33,866	34,515
4	34,228	35,202	36,012	36,662
5	35,519	36,493	37,302	37,953
6	36,793	37,767	38,577	39,226

The 2021-22 pay scale includes the increased Educational Salary Adjustment provision, Article 20 Section 2.

+25% Scale (For Employees Identified in Article 24.1.2)

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	34,334	35,308	36,118	36,766
2	36,958	37,931	38,742	39,390
3	40,104	41,078	41,888	42,536
4	42,786	43,760	44,569	45,219
5	44,400	45,373	46,184	46,832
6	45,990	46,964	47,774	48,423

The 2021-22 pay scale includes the increased Educational Salary Adjustment provision, Article 20 Section 2.

For the 2022-23 year, all the amounts on the compensation scales in this section shall be increased by \$500, and then the scales would be modified in accordance with Section 24.1.8. For 2023-24, the compensation scales would be modified in accordance with Section 24.1.8.

24.1.2 Aquatics specialist, intervener, teaching assistant with translator or sign language interpreting skills (in accordance with state guidelines), Team Leader, Teaching Assistant-Behavioral Assistant and licensed practical nurse will receive scale plus 25%, contingent upon current, valid certifications/licenses, as required by the employer, being on file in the Office of Human Resources and Legal Services.

24.1.3 Movement on the scale shall be automatic based solely on credited experience.

24.1.4 New hires with appropriate work experience may be hired up to Step 3. For 2019-20, two full years of appropriate experience as determined by the Employer shall be equal to one step on the salary schedule. Beginning 2020-21, each full year of appropriate experience as determined by the Employer shall be equal to one step on the salary schedule. If Employer wants to consider compensation higher than Step 3, they must consult with the Federation.

No adjustments or placement consideration for employees hired prior to June 30, 2019, will be made.

24.1.5 Employees shall receive one year's credit on the salary scale for a year in which they receive one-half or more of seniority credit.

24.1.6 Employees working more or less than one hundred eighty-five (185) days shall have their salaries computed on per diem rate. Such rate is determined by dividing the base salary on the schedule by 185 days, then multiplying the per diem rate by the number of days assigned to work.

24.1.7 One-Time Annual Payment

As long as the Employer is distributing additional special education funds to its LEAs based on increasing its outgoing transfer expenditures to arrive at a target fund balance, a one-time payment will be made in November of each year based on the budget savings in the Special Education Fund for the previous fiscal year (the Calculation Year), beginning with a calculation based on the 2018-19 year to be paid in November 2019.

The budget savings shall be calculated as follows:

**Special Education Fund Revenue Budget Savings**

The difference between actual non-grant, non-project revenue at year-end and the originally budgeted revenue for the same accounts. This excludes any unexpected revenue sources not originally budgeted.

**Special Education Fund Expenditures Budget Savings**

The difference between non-grant, non-project actual expenditures at year-end and the originally budgeted expenditures for the same accounts. This calculation shall exclude the account(s) used to expense the distribution to LEAs of centralized and non-centralized program/services reimbursements. This also excludes any unexpected expenditures not originally budgeted.

The Revenue Budget Savings and the Expenditure Budget Savings will be added together to determine a Total Budget Savings; it is possible that one or both of these amounts may be a negative number thereby reducing the Total Budget Savings. The Total Budget Savings will

then be divided by 11; if this Distribution Amount is greater than 1% of the total of the employees' base compensation of all Eligible Employees paid through the Special Education Fund then the total Distribution Amount for all employees will be limited to this 1% amount; this will become the Distribution Amount if this limitation is necessary. An overall negative Distribution Amount will not be withheld from employees.

Eligible Employees are defined as ALL employees (not just members of this bargaining unit) paid through the Special Education Fund who are employed by the Employer as of the November payment date and who worked during the fiscal year on which the Budget Savings calculation is based (the Calculation Year).

The amount to be paid to each Eligible Employee shall be the Distribution Amount divided by the total FTE of all the Eligible Employees, multiplied by each employee's calculated FTE. An employee who is hired during the Calculation Year will have an FTE calculated for them based on the number of workdays they were scheduled to work during the Calculation Year and the FTE of the position they hold. For example, if a 185-day employee works 185 days, their FTE will be 1.0. If a 185-day employee in a 1.0 FTE position is hired during the Calculation Year and works 130 days, their FTE will be 0.70 FTE.

The One-Time Annual Payment will be made on the last pay date in November and will not be issued as a separate check.

A similar calculation will be made for the General Education Fund. Employees will be paid based on whichever of the two (2) calculations is greater; prorations for partial year employment, as stated above, would still apply.

24.1.8 Adjustment to Salary Scale for the Term of the Bargaining Agreement

The increase in the compensation scale shall be based on the following criteria:

<u>Property Tax Revenue Increase</u>	<u>Increase in Compensation Scale</u>
0% - 0.99%	0.25%
1.0% - 1.99%	0.50%
2.0% - 2.99%	1.00%
3.0% - 3.99%	1.50%
4.0%	2.00%

The property tax increase will be calculated as follows:

$$\% \text{ increase on the wage scale} = (A-B)/B$$

A = Total Taxable Valuation of Ad Valorem Property for the Tax Year (Jan - Dec) ending immediately preceding the Employer's fiscal year to which the wage change would apply.

B = Total Taxable Valuation of Ad Valorem Property for the Tax Year (Jan - Dec) ending the year before A above.

The compensation scale change % will be capped at the higher of the most recent 1) CPI-U US City Average Unadjusted Percent Change for All Items December to December, 2) CPI-U, Selected Areas, all items index, Midwest, December to December, or 3) CPI-U, Selected Area, all items index, Detroit, December to December. For example, the compensation scale change cap for 2019-20 would be based on the CPI-U change from December 2017 to December 2018. If the CPI cap based on the above criteria is less than 2% and the Calculated Increase in the Compensation Scale based on the property tax revenue renders a 2% increase, the compensation scale increase will be 2%

- 24.1.9 If a member of the bargaining Unit is a certified pool operator for the Employer, the Employee will be paid an additional \$500 per year; this payment will be prorated for portions of the year that are unpaid.

## ARTICLE 25

### SECTION 1 –SCHOOL CALENDAR (2021-22)\*

25.1.1 It is mutually agreed that the calendars for 2022-23 will continue to be subject to the language in 25.2.1.

August 22	Opening Day, Professional Development (no students)
August 23 - 26	Training, Staff Meetings (no students)
August 29	First day for students
September 2 - 5	Labor Day Weekend
September 6	School resumes
November 23 - 25	Thanksgiving Break
December 22	Winter Break begins at the conclusion of the day
January 9	School resumes
January 16	MLK Jr. Day
January 24	End of 1 <sup>st</sup> Semester
February 17 - 20	Mid-Winter Break
March 24 - 31	Spring Break begins at the conclusion of the day
April 3	School resumes
May 29	Memorial Day
June 8, 9, 13 or 14 <sup>17</sup>	Last day for students (1/2 Day for Students)
June 9, 13 or 14 <sup>18</sup>	Last day for staff

Dates for the 2022-2023 are to be determined. The parties agree to continue the process used previously in developing the school calendars.

25.2.1 The parties agree to adopt the recommended common calendar, provided however, that the recommended common calendar is adopted by a majority of WISD constituent districts, including the two largest districts. If this condition is not met, it is agreed that the Board and Federation will meet to renegotiate the calendar for this year of the agreement.

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<sup>17</sup> Last day of school is dependent upon the program.

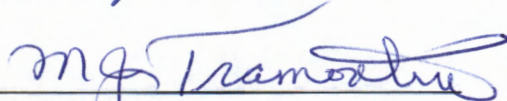
<sup>18</sup> Last day of school is dependent upon the program.

**DURATION OF AGREEMENT**

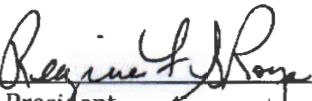
This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Unit I, AFT, AFL-CIO Local 3760 shall be effective as of July 1, 2021, or the date of ratification by both parties, whichever is later, and shall continue in effect until June 30, 2024.

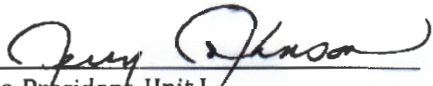
**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

By   
President

By   
Secretary

**FEDERATION OF WASHTENAW SCHOOL EMPLOYEES**

By   
President

By   
Vice-President, Unit I

**MEMORANDUM OF AGREEMENT**

**Workshop/Conference Attendance for Union Members  
Related to Union Activities**

The total membership of the union, including its officers, may use up to five (5) days per year (between July 1 and June 30 each year) to attend workshops or conferences related to union activities provided that the union president provides suitable notice of at least two (2) weeks to the administration, and provided the union reimburses the district an amount equal to the individual employees daily pay rate for each day that a union member participates in a conference/workshop activity.

Debra Spencer  
Signed  
President Local 3760 Federation

6-11-98  
Dated

William C. Fisher  
Signed  
WISD Administrative Representative

6/11/98  
Dated



**2022/2023 Pay Scale (185-day Employees)**

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	25,665	25,667	27,299	27,894
2	27,589	28,480	29,224	29,818
3	29,894	30,786	31,528	32,123
4	31,860	32,752	33,494	34,089
5	33,042	33,934	34,675	35,271
6	34,209	35,101	35,843	36,437

+25% Scale (For Employees Identified in Article 24.1.2)

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	31,956	32,848	33,590	34,184
2	34,360	35,251	35,994	36,588
3	37,241	38,134	38,876	39,469
4	39,699	40,591	41,332	41,927
5	41,177	42,068	42,811	43,404
6	42,633	43,525	44,267	44,862

**2022/2023 Pay Scale (205-day Employees)**

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	28,385	29,734	30,196	30,855
2	30,516	31,504	32,329	32,986
3	33,071	34,059	34,881	35,540
4	35,249	36,238	37,060	37,719
5	36,559	37,548	38,369	39,030
6	37,852	38,841	39,663	40,322

+25% Scale (For Employees Identified in Article 24.1.2)

Educational Salary Adjustment:           \$0.60/hr                   \$1.10/hr                   \$1.50/hr

<u>Step</u>	<u>Base Salary</u>	<u>Base +10</u>	<u>Base +30</u>	<u>Base +60</u>
1	35,357	36,435	37,167	37,825
2	38,020	39,007	39,831	40,488
3	41,213	42,202	43,024	43,682
4	43,935	44,924	45,745	46,405
5	45,574	46,561	47,384	48,042
6	47,187	48,176	48,998	49,657

For the 2022-23 year, all the amounts on the compensation scales in this section were increased by \$500, and then the scales were modified in accordance with Section 24.1.8. For 2023-24, the compensation scales would be modified in accordance with Section 24.1.8.