

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 2016-2019¹

¹ CBA Draft is pending review/endorsement by Unit I. See the Tentative Agreement below for a list of revisions that have occurred to the Unit I contract that expired June 2016. CDHH

**UNIT 1
TENTATIVE AGREEMENT**

ARTICLE 1

1.1.1

TA: 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, and Translator/Interpreter with interpreting skills (minimum of level QA 2, or equivalent certification), ~~Licensed Practical Nurse, and all teaching assistants,~~ and excluding ~~administrators and~~ all other employees.

1.1.6

TA: The status of regularly scheduled part time employees ~~will~~ **shall** be reviewed annually with the Federation, no later than the end of May ~~1st~~ of each year, in preparation for staffing for the next school year.

ARTICLE 2

2.1.4.

TA: An ~~Implementation~~ A Federation-Management Committee, composed of representatives from the Employer and the Federation, ~~will~~ **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 7

7.3.11

TA: Within five (5) work days 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 ~~three (3)~~ **five (5)** working days after such meeting and shall furnish a copy of his/her decision to the Federation representative and the grievant.

7.3.12

TA: 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 ~~transmitted~~ **submitted** to the Superintendent within five (5) work days after the answer from Step 2 or five (5) days 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 five (5) work days after receiving the ~~transmittal~~-**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. ~~and~~ He/she shall indicate his/her disposition of the grievance in writing within ~~nine (9)~~ **ten (10)** work days of such meeting. A copy of his/her decision shall be furnished to the grievant and the Federation. ~~The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.~~

7.3.13

TA: 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) days after receipt of the answer in Step 3. If no such notices are given within the ten **(10)** day period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved, and the Board.

ARTICLE 10

TA: Employees shall accumulate seniority in each regular one-hundred-eighty-~~four five~~ (184) 185 day school year by the following percentage of days actually worked.

75% - 100% - one (1) year	(139- 184 <u>185 days</u>)
50% - 74% - one-half (1/2) year	(93-138 days)
0% - 49% - zero (0)	(0-92 days)

10.1.8 - 10.1.11

TA:

10.1.8 An employee shall lose his/her seniority for the following reasons:

~~10.1.9~~ 1) He/she quits or retires;

~~10.1.10~~ 2) He/she is discharged and the discharge is not reversed through the Grievance Procedure; or

~~10.1.11~~ 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.

ARTICLE 11

11.1.5

TA: In the event of layoff, the unit Vice President is the last to be laid off in the unit. (See Section 10.1.12²).

11.2.6

TA: In the event of recall, the unit Vice President is the first to be recalled from layoff in the unit. (See Section 10.1.12).

ARTICLE 12

12.1.3 - 12.1.4

TA (Combined 12.1.3 and 12.1.4): 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.

ARTICLE 13

TA: 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 ten (10) day notice ~~may~~ shall be waived.

² **Section 10.1.12:** It is understood and agreed that in the event of a curtailment of the work force, the unit Vice President 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 Vice President of Unit I 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.

13.1.3

TA: 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 issues that is transferring from a local district or has moved to the within the WISD programs. An 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 an additional \$8-a-day at time and a half for the duration of the special assignment.

13.2.3

TA: Where the qualifications of two or more applicants for the opening 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.

13.2.7

TA: When a teacher or 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.

13.4.1

TA: A Unit I employee applying for an opening vacancy shall apply in writing. At the conclusion of ten (10) day internal 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 opening vacancy, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.

13.4.6

TA: 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.

ARTICLE 14

14.1.1 - 14.1.3

TA:

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 of Schools or his designee for the following reasons:

14.1.2 1) Prolonged illness, employee's immediate family.

14.1.3 2) Illness of the employee.

The Superintendent may waive the above referenced two (2) year requirement.

14.1.6

TA: 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 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 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.

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 Human Resources Department. 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.)

14.3.5

TA: Child care 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 Human Resources Department at least sixty (60) calendar days prior to the date such leave is to commence. 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. Leaves for this purpose shall be granted for a period of up to one year and extended upon subsequent application.

14.3.6

TA: Child care 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 Human Resources Department at least sixty (60) calendar days prior to the date such leave is to commence. 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. Leaves for this purpose may be granted for a period of up to one year and extended upon subsequent application.

14.4.2

TA: A terminal leave payment of all accumulated unused sick leave above ~~120~~ 100 days will be paid upon retirement of the employee at 50% 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 ~~\$7,000~~ \$8,000 provided that a 90-day notice is given ~~before June 30~~. This notice may be waived by the Superintendent.

14.4.3

TA: 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 ~~\$3,000~~ **\$2,460** provided a ninety (90) day notice is given ~~before June 30~~. **Employees may qualify for either 14.4.2 or 14.4.3. In no case are terminal leave payments cumulative.**

14.4.7

TA: 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 work days.** A mandatory conference with the supervisor will be held for absences ~~beyond seven (7)~~ **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. ~~Acceptable use for full-time summer program employees shall be considered 6 days or less.~~

14.4.8

TA: For an employee who has a ~~ten (10) year~~ **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.**

New 14.4.8 [Renumber Section]

TA: **A Unit I employee may donate up to fifteen (15) hours of his/her accumulated sick leave to another Unit I employee who has used (or shall use) all of his/her sick leave and is facing personal long term illness or death of a family member (as defined in Article 14 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 Unit I employee may not receive more than a total of seventy-five (75) donated hours during the period of a school year. An employee shall not receive more than two hundred and twenty-five (225) hours during the employee's duration of employment at the WISD.**

An employee's participation is strictly voluntary. An employee who wants to transfer earned sick leave to a Unit I employee of their choice may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence request form furnished by Management and follow the procedure set forth in the Unit I contract. The Sick Day donation provision will sunset at the end of this contract term unless renewed by the parties.

14.4.9

TA: An employee who has successfully achieved the practitioner level 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, 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.**

14.5.1

TA: 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 fulltime 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) work days shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. The employee shall submit the standard Leave of Absence request via AESOP when notified of an impending call to service and provide the Human Resources Department 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.

14.6.2 (1)

TA: 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 work days 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.

14.9.1

TA: An employee ~~who serves on~~ 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 ~~undertaking~~ 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 ~~for absences in such service provided~~ he/she submits a Leave of Absence request via AESOP and provide the Human Resources Department 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).

14.10.1

TA: Requests for reinstatement following a leave, for any reasons, shall be filed in the Human Resources office 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 1st deadline.

For shorter term leaves and leaves ending during the school year, the Human Resources Department 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.

14.11.1

TA: 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 insure that all 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 ~~if the employee is eligible for Workers' Compensation benefits or, at the employee's request, if the employee is eligible, the employee shall receive the Workers' Compensation payment only. If the employee has no sick leave, and if the employee is eligible, the employee shall receive the Workers' Compensation payment only.~~ 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.

14.12.2

TA: ~~Under a pilot program~~ Beginning July 1, 2015, employees with ~~five (5)~~ **three (3)** or more years of service to the District, who have an approved educational leave not to exceed four **(4)** months will, upon request, receive **medical care coverage for the employee only provided the employee continues to make his/her required employee contributions, if any.** ~~at the Employer's expense an amount to be used towards health insurance coverage equal to the current cap amount for coverage for a single person-employee chosen health care plan.~~ This benefit is only available to a ~~maximum of three (3)~~ **one (1)** employees ~~during the contract period July 1, 2015 to June 30, 2016~~ **per semester** on a first come first serve basis. Should the employee not return to employment with the District at the end of said leave and work 1) through the end of the ~~first~~ **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 a leave the second semester, he/she shall be required to reimburse the Employer for the amount the Employer contributed toward their health coverage during said leave. **The reimbursement shall be waived at the discretion of the Superintendent. Request for reimbursement shall be submitted in writing to the Human Resources Department.**

Should the Patient Protection and Affordable Care Act (PPACA) require the employer to provide, at a minimum, coverage for the employee and his/her dependents (excluding spouse), then the employee will receive an amount to be used towards health insurance coverage similar to that of other employees of the employer that have coverage for themselves and their dependents (excluding spouse).

ARTICLE 15

15.1.1

TA: Employees shall be individually responsible for **entering their absence(s) into AESOP (or other computerized substitute management system) and** notifying a designated person **if requested** when the employee will be absent from school, in order to give the Employer time to call in substitutes. Such notification shall include the reason for absence. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification ~~must~~ **will** be made ~~at least 45-minutes~~ **as soon as is practicable** prior to the start of the scheduled work day.

ARTICLE 16

16.1.2

TA: Delete (Outdated provision).

16.1.6

TA: When no *teacher substitute* can be found for a given classroom by the building administrator, those teaching assistants assigned to that classroom will be paid ~~\$13 per day~~ **an additional \$35 per diem**. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.

16.1.7

TA: When no *teaching assistant substitute* can be found for the given classroom by the building administrator, the remaining Unit I employee(s) in the classroom will be paid **an additional \$35 per diem**. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.

ARTICLE 17

17.1.1

TA: 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 ~~CEPI or current state reporting system and local media outlet station~~ 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 Personal Leave or third to Sick Leave. (At the end of this contract, June 30, 2019, sick leave shall be deleted from this provision).

ARTICLE 18

18.2.1

TA: Staff will work one hundred eighty-four ~~four~~ five (184) 185 days each year of this agreement, which includes a maximum of four (4) days designated as staff development, and records days. One (1) of these days will be designated as staff/classroom preparation day.

18.2.2

TA: 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 18.4.1 and 18.4.2, or unless authorized by their supervisor.

18.2.3

TA: Employees who work over forty (40) hours in a work week will be compensated at per diem plus one half.

18.3.1

TA: Unit I employees shall be required to work a five (5) day, 37.5 hour work week excluding lunch. All employees will maintain time records as required by the Employer.

18.3.4

TA: 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.

18.3.5

TA: The hourly rate used to calculate time and one-half in Section 18.3.4 shall be computed by dividing the annual salary amount per Section 24.1.1 by the number of scheduled work days for a full-time Unit I employee, and then dividing that daily rate by 7.5 hours per day.

18.5.2

TA: In the course of instructional programs, employees may continue to teach students certain ~~janitorial~~ **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.

18.6.6

TA: 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 up to a maximum of step 5** multiplied by the number of days required to work by the Employer for this activity.

18.6.7

TA: Delete as a result of 18.3.4

18.7.1

TA: Delete as a result of 18.3.4

18.7.2

TA: Delete as a result of 18.7.1

~~Upon approval, assistants performing other extra assignments/duties outside the normal workday will receive, per their request, \$40 per hour or flextime. Flextime may be taken in increments up to two (2) consecutive days or up to \$10,000 cumulative annual cap for all assistants. Once cap is reached then flextime becomes the default. Extra paid assignments include the following, but are not limited to:~~

- ~~1. Conducting training after hours. (clarification – training)~~
- ~~2. After school enrichment activities. (clarification – student driven, support for student for night time enrichment classes they may enroll in)~~
- ~~3. Committee participation activities (Article 18.7.1)~~

ARTICLE 20

TA: Effective August 2008, employees shall receive their salaries in twenty (20) equal installments. Employees who work the ~~184~~ **185 -day** schedule shall have the option of twenty-four (24) equal installments provided they give written notice to the business office before the first work day in the fall.

20.2.2

TA: ~~Beginning in 2005-2006.~~ An additional ~~\$0.40~~ ~~\$0.40~~ **\$0.60** per hour will be paid for approved semester hour credit totaling a minimum of ten (10) semester hours in the following areas:

1. Exceptional Children
2. Computer-aided Instruction (not more than 2 courses)
3. Child Growth and Development Psychology
4. Medically-related Procedures (not more than 2 courses)
5. Behavior Management
6. Technology Skills (not more than 3 courses)
7. Health and Recreation for Children (not more than 1 course)
8. Career Education (not more than 2 courses)
9. **Assessment / Remediation (not more than 2 courses)**
10. **Collaboration / Service Delivery (not more than 2 courses)**
11. **Curriculum and Instruction (not more than 3 courses)**
12. **PT/OT (not more than 2 courses)**
13. **Assistive Tech/Augmentative Communication (not more than 3 courses)**

20.2.3

TA: ~~Beginning in 2005-2006~~ An additional ~~\$.60~~ **\$0.80** per hour will be paid for approved semester hour credit totaling a minimum of thirty (30) semester hours of which twenty (20) semester hours shall be in the following areas:

1. Exceptional Children
2. Computer-aided Instruction (not more than 2 courses)
3. Child Growth and Development Psychology
4. Medically-related Procedures (not more than ~~2~~ **3** courses)
5. Behavior Management
6. Technology Skills (not more than 3 courses)
7. Health and Recreation for Children (not more than ~~1~~ **2** course)
8. Career Education (not more than 2 courses)
9. **Assessment / Remediation (not more than 2 courses)**
10. **Collaboration / Service Delivery (not more than 2 courses)**
11. **Curriculum and Instruction (not more than 3 courses)**
12. **PT/OT (not more than 2 courses)**
13. **Assistive Tech/Augmentative Communication (not more than 3 courses)**

ARTICLE 20

~~Beginning in 2008-09~~, employees that have qualified for the additional ~~.80~~ **\$1.00** hour may develop an educational plan leading to 60 semester hours. This plan of study will be pre-approved by the Director of Human Resources and deemed beneficial to the employer.

~~Beginning in 2012-2013~~, For employees that have not previously qualified for an educational salary adjustment, at least one course must be in the area of behavior management. The course must be approved by the employee's supervisor.

The above referenced list is not all-inclusive. The Employee may appeal to the Director of HR and or the Director of Special Education.

20.2.5

TA: ~~Beginning in 2008-09~~ ~~Beginning in 2008-09~~ An additional of ~~\$1.20~~ ~~1.20/hour~~ **\$1.40/hour** will be paid for approved semester hour credits totaling a minimum of sixty (60) semester hours toward a Bachelors' degree or to completion of an Associates' degree in a planned course of study deemed beneficial to the agency by the Director of Human Resources.

20.2.8

TA: Teaching assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive ~~the \$0.40~~ **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 ~~the \$0.40~~ **payment for the qualified amount** per hour addition on the remaining hours left in that school year.

20.2.9

TA: There must be advance approval for all ~~CEU~~ **SCECH** equivalents.

20.3.1

TA: An Employee ~~who has completed three (3) full years of service~~ shall qualify for an additional ~~\$300~~ **\$400** annual attendance incentive for acceptable use of sick leave in the prior year as determined by 14.4.7. **For exceptional attendance an additional \$100 incentive will be awarded to those missing two (2) days or less.** For purposes of this article, a full school year is defined as at least 175 paid work days.

20.3.2

TA:

6-9 years full school years of service will received \$200

10-14 years full school years of services will receive ~~\$200~~ **\$400**

15-19 years full school years of services will receive ~~\$400~~ **\$600**

20 or more years of services will receive **\$800** annually

20.4.1

TA: 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. When the employee is trained, delegated to and successfully performs the necessary medically-related duties, as determined by appropriate medical personnel, the employee will receive an annual payment of ~~\$300~~ **\$400** payable in a lump sum at the conclusion of the regular school year. The Employer agrees to review the current list of medically related duties to determine if additional duties should be added to the list. The annual payment will be prorated **after 30% of the school year is missed** based on the number of days in the classroom requiring the medically related care.

20.5.2

TA: **For those employees who choose to retire at the end of the school year and who are eligible for Sections 20.3 and 20.4 payments, will receive their these payments will be made by the Employer no later than the first second pay date in July August. If anyone retires during the school, year his/her payments will be prorated based on the number of days worked.**

ARTICLE 21

21.1.1

TA: The base for reimbursement of authorized mileage is determined by using the maximum allowable rate as established by the Internal Revenue Service. ~~The effective date for the rate will begin on January 1 and end on December 31.~~

ARTICLE 23

23.1.3

TA: Beginning January 1, 2012, if an Employee's spouse and/or dependent has 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 a waiver will be granted. The Employer will, in its sole judgment, determine if the waiver will be granted. **An employee may provide proof that he or 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 DHS Statement of Benefits.** This provision is not subject to the Grievance procedure outlined in Article 7.

23.1.5

TA: 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.**

23.1.6

TA: A joint ~~Union~~ **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.

23.1.8

TA: 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, ~~2013~~ **2016** and ending June 30, ~~2016~~ **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

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

Step 1 \$21,464

Step 2 \$22,072

Step 3 \$23,820

Step 4 \$25,915

Step 5 \$27,702

Step 6 ~~\$27,992~~ **\$28,992**

- **0.75% on schedule for steps 1-5 on July 1, 2016.**
- **For the second and third year of the contract, which begins July 1 and ends June 30, upon request by either party, the agreement will be reopened for the limited purpose of bargaining over wages in 24.1.1.**

During the ~~2013-14, 2014-2015 and 2015-2016~~ **2016-2019** school year, a ~~\$707~~ **\$800** off scale payment will be made to all full-time employees. This payment will be paid in equal installments with each pay-check, beginning with the first pay of the school year. 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 work days for a full-time, full school-year employee.

24.1.2

TA: Aquatics specialist, **intervener**, teaching assistant with **translator or sign language** interpreting skills (~~minimum of lever QA 2 or equivalent certification in accordance with state guidelines~~), and licensed practical nurse will receive scale plus 25%, contingent upon current, valid certifications/licenses, as required by the employer, being on file in Personnel Services.

24.1.4

TA: **New hires with appropriate work experience may be hired up to Step 3. If Employer wants to consider compensation higher than Step 3, they must consult with the Federation.**

24.1.5

TA: Employees working more or less than one hundred eighty-~~four~~ **five** (184) **185** days shall have their salaries computed on per diem rate. Such rate is determined by dividing the base salary on the schedule by 184 days, then multiplying the per diem rate by the number of days assigned to work.