

MASTER AGREEMENT

BETWEEN

**THE WASHTENAW INTERMEDIATE
SCHOOL DISTRICT**

AND

**THE FEDERATION OF WASHTENAW
INTERMEDIATE SCHOOL EMPLOYEES**

UNIT III

LOCAL 3760 AFT MICHIGAN

THREE YEAR CONTRACT

July 1, 2016- June 30, 2019

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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 all Auxiliary Service Employees in Unit III, including the following personnel: all custodial, maintenance employees, but excluding administrators, secretarial/clerical employees, employees currently represented by other labor units, and substitute 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.
- 1.1.3. All personnel hired to fill such positions or perform such functions half-time or more shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement.
- 1.1.4. When new positions are established, the Employer shall notify the Union of such new positions before they are posted. The information shall include a job description and other relevant information.

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). 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).
- 2.1.3. An Implementation Committee, composed of representatives from the Employer and the Federation, will meet as needed to review the effectiveness of the contract and to attempt to prevent and resolve problems that might arise in its implementation.

ARTICLE 3

Negotiation Procedure

- 3.1.1. Negotiations for a new Agreement or modifications of the existing Agreement shall begin a time, date, and place mutually determined by the Employer and the Union.
- 3.1.2. Neither party in any negotiations shall have control over the selection of the bargaining representatives of the other party and each party may select the representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- 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. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by and the Employer and the Union.

ARTICLE 4

Employer Rights

- 4.1.1. The Employer hereby retains and reserves unto itself, all the powers, rights, authority, 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 Union, 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;
- 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 or 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. As part of the Employer accounting procedures, the Employer may convert leave time from days to hours.
- 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 Employer, 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

Union Rights

Section 1 - Use of Buildings

- 5.1.1. Upon request to the Assistant Superintendent, Business Services or his/her designee, the Union 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 Employer may make a charge for the services provided. In instances where emergency sessions are necessary, the Assistant Superintendent, Business Services or designee shall waive the above stated written three-day requirement if facilities are available.

Section 2 - Union Business

- 5.2.1 At a time agreed to by the Assistant Superintendent, Business Services, the Federation Representative shall be allowed on the Employer's property and shall be given reasonable time during work hours to present, process and investigate grievances without loss of pay. In the event the Assistant Superintendent, Business Services is unavailable and the case involves suspension/dismissal, permission for the Federation Representative to investigate can be granted by the Superintendent or his/her designee.
- 5.2.2 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 employee daily pay rate for each day that a union member participates in a conference/workshop activity.

Section 3 - Information

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

Section 4 - Union Representative

- 5.4.1 The Union shall have the right to elect or designate up to one employee from each district facility as Building Representative. Each Building Representative shall have an alternate who shall function only in the absence of the regular Building 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 Building Representative shall be allowed, on the Employer's property, reasonable time during working hours to present, process and investigate grievances without loss of pay.
- 5.4.3 Union representatives may attend Union-called meetings. However, notice must be provided to the employee's supervisor at least one week, but not more than two weeks, in advance of the meeting date. Effective beginning with the 2000-01 school year, the employee will be required to make up his or her time on the same day as the meeting, unless the employee's supervisor approves of another method for making up the time.

Section 5 - Use of Supplies

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

Section 6 - Bulletin Boards

- 5.6.1. The Employer shall provide the Union with the use of one (1) bulletin board in the employees' lounge of each building for posting notices set forth below.

- 5.6.2. Notices shall be limited to the following:

Notices of Union Business and its affairs, Union elections, appointments, committee meetings, and/or any other business that the Union deems necessary to conduct the business of the Union.

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 Union President within a reasonable time following all regular School Board meetings.

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 handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Union.
- 6.1.3. The Union agrees to admit all bargaining unit members to membership without discrimination on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.

Section 2 - Freedom from Censorship

- 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. Employees shall be made aware of the capabilities of devices and systems which have the potential of gathering information on the employees' activities.
- 6.2.3. No material covertly gathered by any electronic communication 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 Union 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 the grievance chairperson and chief personnel officer.
- 7.1.5. Whenever the singular is used, it is to include the plural.
- 7.1.6. The term days in this Article shall mean working days, except where otherwise indicated.

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 the immediate 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 so as to facilitate the operation of the grievance procedure by the grievance chairperson.
- 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 Union 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 to 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 if that employee for any reason is 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 as a grievance issue, citing the appropriate contract section or sections, and shall be discussed 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 Union representative;
- 7.3.5. Through the Union representative if the employee so requests;
- 7.3.6. By the Union representative in the name of the Union.
- 7.3.7. In the event the matter is resolved informally, and the Union representative was not present at the adjustment of the complaint, the supervisor shall inform the Union of the adjustment.

Step 2 - Written Procedure #1

- 7.3.8. In the event the matter is not resolved informally, the grievance stated in writing on the form provided for such purpose may be submitted to the immediate supervisor within ten (10) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance:
- 7.3.9. By an employee accompanied by the appropriate Union representative;
- 7.3.10. Through the Union representative, if employee so requests;
- 7.3.11. By the Union representative in the name of the Union.
- 7.3.12. Within five days after receiving the written grievance, the immediate supervisor shall communicate his/her decision, along with the reasons therefor, in writing on the grievance form, to the Union representative.

Step 3 - Written Procedure #2

- 7.3.13. If the grievance is not resolved in Step 2, the grievance may be transmitted to the Superintendent within five (5) work days after receiving the answer from Step 2. Within five (5) work days after receiving the transmittal of such grievance, the Superintendent or his/her designee shall investigate the grievance giving the grievant and the Union a reasonable opportunity to be heard and shall indicate his/her disposition of the grievance in writing within nine (9) work days of such meeting. A copy of his/her decision shall be furnished to the grievant and the Union. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

Arbitration

- 7.3.14. 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 Union or the Employer may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Union President, as the case may be, and the American Arbitration Association ten (10) days after receipt of the answer in Step 3. If no such notices are given within the ten (10) day period, the answer from Step 3 shall be final and binding on the Union, the employee(s) involved and the Employer.

Powers of the Arbitrator

- 7.3.15. 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.
- 7.3.16. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- 7.3.17. The Arbitrator shall not make any decision which requires the Employer to reinstate or reemploy any probationary employee.
- 7.3.18. The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.3.19. The expenses of and the compensation for each and every witness and representative for either the Employer or the Union 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 Employer for the decision rendered.
- 7.3.20. The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee(s) involved, and the Employer.

ARTICLE 8

Evaluations and Observations

Section 1 - Employee Evaluations

- 8.1.1. All employees, upon employment and at the beginning of each work year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- 8.1.2. Evaluation of employees will be based upon the sum total of formal and informal observations and the quality of work produced.

Section 2 - Probationary Employees

- 8.2.1. Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the ninety (90) day probationary period. The probationary period for employees covered under this Agreement shall be ninety (90) days from the date of hire. Employee evaluation shall be performed by the employee's immediate supervisor.
- 8.2.2. Within a reasonable time after or at the conference, the employee will receive a written report of the evaluations.
- 8.2.3. At said conference, and on the written evaluation, the evaluator will specifically point out the employee's strengths and weaknesses and make suggestions for improvement.
- 8.2.4. 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 incorporated into the final evaluation.
- 8.2.5. 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.
- 8.2.6. Copies of evaluations shall be furnished to probationary employees upon request of the employee and at employee's expense.

Section 3 - Permanent Employees

- 8.3.1. A permanent employee shall be observed for the purpose of evaluation at least once a year by his/her immediate supervisor. All procedures which apply to probationary employees apply also to permanent employee evaluations.
- 8.3.2. An Employee who has 10 full years of service to the Employer and receives at least a "highly effective" rating on their most recent evaluation shall receive a payment of \$200 in their last check in June. If an employee terminates employment prior to the date of the last check in June they forfeit this payment.

ARTICLE 9

Reprimands and Discharge

Section 1 - Reprimands

- 9.1.1. Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right in all such instances to request the presence of a Union representative 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 its choice at such meeting. Except as required by law, such interviews will be initiated within fifteen (15) work days of the identified incident/event. Disciplinary interviews related to events/incidents that occurred prior to the ratification of this contract, if any, will occur within fifteen (15) days of ratification, except those interviews required to be conducted by law.

Section 2 - Discharge

- 9.2.1. 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.
- 9.2.2. 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:
- 9.2.3. 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,
- 9.2.4. 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 the length of continuous service with the Employer 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 Employer.
- 10.1.2. Absence from work due to illness, accident, sick leave of absence, or layoff, shall not be construed as a break in continuous service except as hereinafter provided. During an unpaid leave of absence the employee shall have his/her seniority frozen, not accumulated.
- 10.1.3. 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.
- 10.1.4. Probationary employees – there shall be no seniority for probationary employees. New employees hired under this Contract shall be considered as probationary employees for the first ninety (90) days of their employment.
- 10.1.5. An additional thirty (30) day probationary period may be assigned by mutual agreement between the Employer and the Union.
- 10.1.6. 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.
- 10.1.7. 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.
- 10.1.8. Probationary employees shall receive the same rights and benefits afforded to all other Employees in the bargaining unit unless specifically excluded elsewhere in this Agreement.
- 10.1.9. An employee shall lose his seniority for the following reasons:
 - 10.1.10. He/she quits or retires.
 - 10.1.11. He/she is discharged and the discharge is not reversed through the grievance procedure.
 - 10.1.12. He/she fails to return to work within ten (10) calendar days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown by the Employer's records.

- 10.1.13. It is understood and agreed that in the event of a curtailment of the work force, the Union representative 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 Union representative of Unit III shall, in the event of a layoff for lack of work, be continued at work so long as there is a job within the district in Unit III for which he/she has the ability to perform and he/she shall be recalled to work following a layoff in the first open job for which he/she is qualified.
- 10.1.14. Former employees of WISD, if rehired, shall be treated as a new employee with seniority beginning at the date of rehire.
- 10.1.15. Any exception to the statement above shall only be with the consent and approval of the Union and the Employer.

ARTICLE 11

Layoff and Recall

- 11.1.1. When the Employer determines a reduction in the work force will occur, employees will be released in reverse order of seniority.
- 11.1.2. When a reduction in the work force occurs, the affected employee(s) has the right to “bump” in to any existing position for which the employee is qualified and has more seniority than that of the employee currently in that position.
- 11.1.3. 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 Human Resources office shall maintain said recall list and furnish the Union with updated lists.
- 11.1.4. Laid off employees 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.
- 11.1.5. Employees being recalled will be given ten (10) days from the date of the mailing of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will terminate all employment rights. It is the responsibility of the employee to keep the Employer informed at all times of any change in address including temporary situations.

ARTICLE 12

Personnel Records

- 12.1.1. By appointment with the Human Resources office, 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. Any material not shown to an employee and initialed by him/her, which initialing shall signify only that the employee has read the material and not that he/she necessarily agrees with the contents within three (3) days after receipt, shall not be permitted as evidence in any grievance or any disciplinary action against such employee. In the event that said employee wishes not to initial material shown to him/her, the Employer shall request that the Union sign a statement that this material was presented to the affected employee.
- 12.1.3. 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.
- 12.1.4. If evaluations and correspondence in the employee's file are unfavorable and the employee has overcome the problems which resulted in these unfavorable reviews, then the employee may request that the unfavorable material be expunged from his/her personnel file. The request may be made to the employee's immediate supervisor or the Assistant Superintendent, Business Services or his/her designee. At least one year must have elapsed between the date of the unfavorable review or correspondence and the date of the request to expunge the records.
- 12.1.5. Each file shall have an access log which lists the date and individual accessing the file.

ARTICLE 13

Personnel Procedures

Section 1 - Vacancies and Postings

- 13.1.1. Whenever any opening in the WISD shall occur, the Employer will publicize the same by:
- 13.1.2. Giving written notice of such vacancy to the Union five (5) working days in advance of outside interviewing of such vacancy, and
- 13.1.3. Posting such vacancy on the bulletin boards in each building simultaneously with written notice to the Union.
- 13.1.4. The Employer shall notify any employee by certified letter that job vacancies are posted. This notice shall cover only employees who are on leave from the agency and who have informed the Employer by written statement that they require said notification. This notification shall conform with Article 13.1.2. above.
- 13.1.5. An opening is defined as a position which is created by expansion, resignation, discharge, or promotion and which the Employer determines to fill within a reasonable time.

Section 2 - Transfers

- 13.2.1. After being employed for one year, employees who have the same job description, who work the same shift in the same building, may then mutually agree to transfer assignments. Any such request must be made in writing and approved by the Assistant Superintendent, Business Services. Any transfer which is approved under this Section will be for the term of the Master Agreement.
- 13.2.2. When the Employer determines an involuntary transfer is necessary, the affected employee(s) will be given the reason(s) in writing for the involuntary transfer. The affected employee's scale shall not be diminished. For purposes of clarification, transfers due to layoff are not considered involuntary transfers.

Section 3 - Promotions

- 13.3.1. Promotions within the unit shall be made on the basis of seniority and qualifications. The senior qualified employee shall be granted a trial period of not more than thirty (30) working days to determine:
- 13.3.2. His/her desire to remain on the job;
- 13.3.3. His/her ability to perform on the job.
- 13.3.4. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee.
- 13.3.5. If an employee accepts a promotional opening through this procedure and then reverts back to his/her former job assignment at his/her request, he/she will forfeit the right to bid on a promotional opening for a period of one (1) calendar year.

Section 4 - Temporary Assignments

- 13.4.1. Filling of temporary vacancies with regular employees shall be voluntary and on the basis of seniority. The most senior employee shall have first opportunity to fill or turn down this position.
- 13.4.2. Employees filling such a vacancy shall be paid at the higher rate of pay for the position.
- 13.4.3. Filling of temporary vacancies of one to ten days in duration shall be at the discretion of the Employer. Known vacancies (i.e. annual, extended sick leave or leave without pay) of eleven (11) days or more will be filled by adding a substitute employee who shall be assigned to the regular work assignment of the vacated position.

Section 5 - Job Description

- 13.5.1. The Employer, after consultation with the Union, shall have the final authority for creating new job descriptions or modifying current job descriptions. In the event that a particular description has been updated, the Employer will provide a copy of the updated description to the Union and the affected employee. Upon hire of a new employee, the Employer will provide a copy of the job description to said employee. The Employer will also provide a copy of the job description to an employee who is to be trained in a new area of responsibility, when requested by the employee.

Section 6 - Reimbursement for Training

- 13.6.1. Reimbursement will be given for attending a workshop, in-service training seminar, self-improvement course or other related growth activity, which is of such nature specifically designed to provide on-the job improvement for which prior approval has been obtained in writing from the Assistant Superintendent, Business Services or his/her designee.

Section 7 – Joint Employer/Union Committee

- 13.7.1. A joint Employer/Union committee will be formed to develop a process whereby buildings and grounds needs of the district may be able to be met by providing reasonable educational opportunities to employees.

Section 8 – Temporary Additional Custodial Care

- 13.8.1. The employee will meet at least once a month with the Assistant Superintendent for Administrative and Support Services or designee to review the need for additional temporary custodial care.

ARTICLE 14

Leaves of Absence

Section 1 - Special Leaves

- 14.1.1. After an employee has been employed for one (1) year or more, the employee may be granted up to a one (1) year leave of absence without pay or fringe benefits for:
- 14.1.2. Prolonged illness in the immediate family;
- 14.1.3. Illness (physical or mental).
- 14.1.4. Leaves 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 to the Employer.
- 14.1.5. Written application for such leave shall be made by such employee to the Assistant Superintendent, Business Services. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service. Leave of absence, as described above, shall be without compensation from the Employer. Employees returning from leave of absence will be entitled to fill the first vacancy for which they are qualified.

Section 2 - Public Office

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

Section 3 - Extended Child Care Leave

- 14.3.1. The Employer shall grant to an employee an extended child care leave provided that the employee applies in writing to the Employer at least sixty (60) calendar days prior to the date such leave is to commence and providing the beginning date for such leave is at least ten (10) months after initial employment by the Board of Education.
- 14.3.2. Such application shall include a signed statement by a physician indicating the expected date of delivery and ability to perform the work until leave commences. Leave shall be granted for a period up to one year, with the right to return to position.
- 14.3.3. The staff member may go on extended child care leave without pay prior to the anticipated date of birth of the child. The staff member may continue employment as long as she can continue her regularly assigned responsibilities. The Employer may require a doctor's statement to this effect. A similar condition is effective upon return to employment.
- 14.3.4. During a child care leave, a staff member's hospitalization insurance shall be continued at the Employer's expense for no more than four (4) months past delivery or hospital stay of mother and/or child. An employee on child care leave may elect to continue insurance benefits at group rates at her own cost for the remainder of the approved leave.
- 14.3.5. Child care leave will also be granted to employees in the event of adoption of a child.

- 14.3.6. If the staff member 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.
- 14.3.7. An extended child care 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.
- 14.3.8. Child care leave shall also be granted to employees in the event of adoption of a child. The Board shall grant to a leave for adoption provided that the employee applies in writing 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 District recognizes unforeseen circumstances may require modification of the original notice. Leaves for this purpose shall be granted for a period up to one year and may be extended upon subsequent application.

Section 4 - Sick Leave

- 14.4.1. Sick leave shall be defined as:
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.
 2. Illness or injury in the immediate family up to one-hundred-twenty hours within three consecutive fiscal years (July 1-June 30), without the approval of the administrator.
 3. Up to forty (40) hours may be taken for bereavement in the immediate family. Employees must submit the request(s) to his or her immediate supervisor. Additional time for bereavement may be approved upon request to the Superintendent. Should the employee decide to use personal leave for this additional time, an exception to the two (2) day notice for use of personal leave will be made. Sick hours used for purposes of bereavement shall be excluded in determining qualification for the lump sum bonuses in 14.4.9 and 14.4.10.
 4. For the purposes of 1, 2, and 3, immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-children, step-siblings, members of the household or members of the households parents. The Employer may require a physician's written statement as to the ability to perform required duties or to verify the illness of an immediate family member.
- 14.4.2. Each full-time employee shall be entitled to accumulate paid sick leave at the rate of ninety-six (96) hours per year. Sick leave will be advanced to employees at the beginning of each contract year. If an employee does not work the full contract year, sick leave will be prorated for the year based on the number of hours worked versus 2080 potential work hours.
- A full-time employee may be eligible for an additional forty-eight (48) sick leave hours beyond the ninety-six (96) sick leave hours as defined above. The employee must have fully exhausted all ninety-six (96) hours as defined above. Medical documentation supporting the employee's inability to work shall be provided to the Employer within a reasonable time upon the employee's return to work. None of the additional forty-eight (48) hours can be added to the sick leave bank, nor do they accumulate from year-to-year.
- 14.4.3. Unused sick leave as of June 30 of each contract year shall be accumulated into a sick leave bank for each employee.

A terminal leave payment of all unused sick leave above 960 hours will be paid at \$40 a day, up to a maximum of \$2,800. Unused emergency bank leave days as of June 30, 2008, will be transferred to the accumulated sick bank. An employee's unused sick bank as of December 31, 1997 will also be added to the accumulated sick bank.

- 14.4.4. The Employer may require that an employee submit to physical or medical tests and examination by an Employer-appointed doctor when such tests and examination are considered to be of value to the Employer in maintaining a capable work force, employee health and safety, etc., provided, however, that the Employer will pay the cost of such tests and examination.
- 14.4.5. If the employee disagrees with the results of the Employer examination, he/she may elect to select his/her own physician for a second opinion at his/her own expense.
- 14.4.6. The Employer may require that an employee provide specific medical data from his/her doctor for any illness or injury which has resulted in time lost from work. If such medical data is not provided to the Employer within a reasonable time, disciplinary action by the Employer will be taken.
- 14.4.7. The Employer may require an employee to submit doctor data that verifies illness when and after the Employer establishes a record of personal illness usage that shows a pattern of usage (e.g., Monday or Friday).
- 14.4.8. Acceptable employee usage of sick leave will be forty-eight (48) hours or less per year (July 1 – June 30). A conference regarding usage of sick leave may occur at any time. Absences beyond eighty (80) hours 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.
- 14.4.9. A full-time employee who has used sixteen (16) hours or less of sick leave of any type, excluding bereavement, during the preceding contract year shall qualify for a lump sum bonus equal to \$750. For the purposes of this provision, unpaid leave of any type, excluding disciplinary leave, will be counted as sick leave.
- 14.4.10. A full-time employee who has used forty-eight (48) hours or less of sick leave of any type, excluding bereavement, during the preceding year shall qualify for a lump sum bonus equal to \$250. For the purposes of this provision, unpaid leave of any type, excluding disciplinary leave, will be counted as sick leave.

Section 5 - Military Service

- 14.5.1. 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) 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 when notified of an impending call to service and provide the Human Resources Department the following documentation:
 - 1) A copy of military orders with duration of requested leave; and
 - 2) Proof of military compensation.

Section 6 - Personal Business Leave

- 14.6.1. Each full-time employee who has completed the probationary period shall be allowed up to twenty-four (24) hours per school year for personal reasons.

The employee will request approval from the immediate supervisor two (2) days in advance of the leave date.

Staff members will not be granted personal leave with less than two days notice. In the case of an emergency, personal leave may be granted upon notification to the immediate supervisor. Such notification shall take place in person or by a direct phone conversation. Unused personal business days shall be added to the emergency sick leave bank at the end of the fiscal year.

Section 7 - Gainful Employment

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

Section 8 - Jury Duty

- 14.8.1. An employee who is who is a regular full-time seniority employee shall be granted a leave of absence not deductible from earned sick leave to perform Jury Duty. The employee 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 or other computerized management system and provide the Human Resources Department the following:

- A copy of the Jury Duty Summons (in advance); and
- Documentation that supports the days of service (after service is complete).

- 14.8.2. The Employer reserves the right to ask to have the employee excused from Jury Duty, and the Employee agrees to assist the Employer in this effort if requested.

Section 9 - (Worker's Compensation)

14.9.1.

An employee who suffers injury compensable under the Worker's Compensation Act shall not have the absence charged against his/her sick leave. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to insure 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. Beginning day eight (8), the employee will begin receiving Worker's Compensation benefit payments and shall, at his/her option, be compensated in either one of the following two methods. For each Worker's Compensation claim in excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

1. The benefits for which he/she is eligible under the Worker's Compensation Act with no deduction from sick leave or;
2. The benefits for which he/she is eligible under the Worker's Compensation Act supplemented by the difference necessary to equal his/her net salary, which difference shall be charged against accumulated sick leave on a pro-rated basis.

For absences 14 days or more: The employee shall receive Worker's Compensation benefit payments retroactive to the first date of injury. The compensation method selected above will continue. 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, some or all of the salary, depending on which of the compensation options above the employee chose, received by the employee from the Employer for any or all of the first seven (7) days will need to be repaid to the Employer:

1. If the employee selected option 1, once the employee returns to work, the employee's remaining salary for the year will be adjusted to recapture the overpayment.
2. If the employee selected option 2, any salary already received by the employee 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.

In either case, if the employee resigns his/her employment and has not paid back all of the salary paid during the first seven (7) days, the employee agrees to reimburse the Employer all overpaid funds. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

Section 10 - Return from Leave

- 14.10.1. Requests for reinstatement following a leave, for any reason, shall be filed in the Human Resources office one month or more in advance of the scheduled return date.

Section 11 - Subpoena

- 14.11.1. In order to qualify for the below referenced provisions, the employee must submit a Leave of Absence request (via AESOP or other computerized management system) and provide the Human Resources Department a copy of the subpoena before the hearing.

Work Related: For legally required attendance due to subpoena for work related matters, the employee shall not be charged leave. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) days of the hearing. Upon completion of his/her testimony, the staff shall return to work.

Personal: In the event an employee subpoenaed to testify in a proceeding, not related to his or her professional capacity with the Employer, the employee may use personal leave to attend.

ARTICLE 15

Absences

Reporting Absences

- 15.1.1. Employees calling in to report intended absence shall place the call to the designated supervisor or the designated clerical personnel. Each such call shall include the reason for the absence. Failure to properly report intended absence may result in loss of pay.
- 15.1.2. An employee may seek reclassification of leave with supervisor approval [Ex: If an employee is approved for an annual day on July 1st and is subsequently sick on July 1st, the employee may seek reclassification from his or immediate supervisor]. An updated (approved) absence form must be submitted to the Business Office no later than (30) days from the absence at issue.

ARTICLE 16

Substitutes

Not applicable to Unit III Contract. See Section 13.4.3.

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 and through School Messenger or other electronic alert system. Non-instructional employees will generally be expected to report to work unless specifically instructed not to report to work by their supervisor. In such cases, employees will be paid their daily rate. Staff members not reporting when required shall have the day charged to personal leave, vacation leave or unpaid leave if the individual's personal leave is exhausted.
- 17.1.2. If an employee determines conditions do not permit them to begin work at the regular starting time of their shift, an employee will be expected to report as conditions permit, and to work an eight (8) hour shift. If an employee does not work a full eight (8) hour shift, the time not worked will be charged to personal leave, vacation leave, or unpaid leave if personal leave is exhausted.
- 17.1.3. If a shift of employees is required to work and the other shift is not required to work, the shift that reported to work will be paid at the rate of time and one-half for whatever portion of the day s/he works. The time not worked, if any, will be charged to personal leave or sick leave if personal leave is exhausted.
- 17.1.4. If employees report to work and the building is subsequently closed, and other employees are instructed to leave, employees will be sent home in a timely fashion, upon completion of the essential custodial tasks, and paid for the full scheduled work shift.

ARTICLE 18

Work Schedules

Section 1 - Work Week

- 18.1.1. Buildings and grounds employees - the regular work schedule shall consist of five (5) consecutive eight (8) hour days Monday through Friday. Normal hours for employees working a forty (40) hour week shall consist of an eight (8) consecutive hour work day plus an unpaid one-half (1/2) hour lunch period.
- 18.1.2. Employees will develop a yearly calendar of work days for approval by their supervisor. The work calendar will be filed in the Human Resources office. In developing the work calendars, it is acknowledged that the needs of students and service to constituent districts are of paramount importance. In scheduling work days, a senior employee has preference should a conflict arise between the proposed schedules of employees. If an employee's schedule needs to be revised, a revised calendar will be submitted to the Employer as soon as is practicable.
- 18.1.3. The regular starting times of work will be as follows:
- First Shift - 5:30 a.m. to 8:30 a.m.
- Second Shift - 2:30 p.m. to 6:00 p.m.
- Flex Shift - One custodial position may be scheduled for Tuesday through Saturday to accommodate groups using the facility. This position will be entitled to the same shift premium as afternoon custodial assignments.
- Flex Shift hours for Tuesday through Saturday will be established based on eight (8) hour blocks of time and shall be determined in a manner that best meets the needs of the Employer.
- Unless mutual agreement on a change in shift hours can be reached between an employee and the Employer, an employee must be provided ninety (90) days notice prior to making a revision in the employee's shift hours. This notice requirement pertains only to this section of the contract and specifically excludes alterations referred to in 18.1.4. and 18.1.5. Shift revisions of this nature, for each employee, will not occur more than once every twelve months.
- 18.1.4. When the Employer deems it necessary, a temporary alteration in the established shift hours may occur. Most alterations are anticipated to be for one (1) day, but a temporary alteration could be up to two (2) days. Alterations of this nature shall not occur more than three (3) times in any given month for each employee.
- In the event that a temporary alteration in shift hours occurs due to a meeting/activity that the employee is required to attend, time spent in the meeting/activity will be included in the regular eight (8) hour shift.
- 18.1.5. In the event that the Employer determines an adjustment in the employee's work schedule is necessary for other than that stated in 18.1.3 or 18.1.4 the Employer will meet with the Union to discuss the circumstances and reach mutual agreement before the adjustment is made.

- 18.1.6. If a second shift employee is on leave for greater than a two-week period, the employer will not require an individual employee to assist in performing the absent employee's assigned responsibilities more than four (4) times per month without assigning a substitute employee or awarding overtime to the individual employee. The substitute assignment or awarded overtime will be a minimum of four (4) hours.

Section 2 - Rest Periods

- 18.2.1. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded and followed by an extended work period. If an employee is working longer than a regular eight and one-half (8 1/2) hour shift, a fifteen (15) minute rest period will be taken. If the overtime exceeds regular shift hours by six (6) hours, an additional thirty (30) minute unpaid rest period/break will be taken. It is expected that the rest periods/ breaks shall be taken somewhere near the middle of the overtime period, not at the beginning or end of that period.

During the rest periods, staff are to remain in the building to which they are assigned unless other arrangements are approved by their supervisor. The supervisor must approve the timing and location of all rest periods.

Section 3 - Overtime

- 18.3.1. All work performed or paid leave taken in excess of forty (40) hours per week (Monday – Saturday) for buildings and grounds employees shall be paid at the rate of time and one-half.
- 18.3.2. Double time will be paid for all hours worked on Sundays or holidays.
- 18.3.3. Overtime falls into three classifications:

1. ***Scheduled building overtime*** - the Employer will meet with the staff monthly for purposes of overtime assignments. Employees will, on the basis of seniority, select overtime assignments that are known at that point. Overtime assignments which are brought to agency attention after a meeting date, but are scheduled to occur after the subsequent meeting date, will be assigned as Scheduled Overtime at that next meeting. During each meeting, employees will declare whether they wish to work scheduled overtime, unscheduled overtime, and grounds overtime for the succeeding period.

To be eligible for scheduled overtime, an employee must be present at the meetings. In the event an employee has an extenuating circumstance and cannot attend the meeting, the Union representative, if requested, can on the basis of the affected person's seniority, select scheduled overtime assignments on the employee's behalf.

For scheduled overtime only, compensatory time may be granted as an alternative to time-and-one half payment for overtime. The granting of compensatory time will be at the discretion of the Employer. Compensatory time must be used within two weeks of working the extra time. The employee must request approval of the immediate supervisor three days in advance of the use of the compensatory time.

2. **Unscheduled building overtime** - overtime due to illness, vacation, or meetings and events scheduled after one of the normal five times per year Assignment of Scheduled Overtime meetings.

3. Grounds overtime which is by nature unscheduled.

18.3.4. Scheduled overtime will be assigned on a rotating basis. The rotation will begin July 1 with the highest seniority person selecting first, second seniority person selecting second, etc. until scheduled overtime for that period is assigned. Subsequent scheduled overtime assignments will begin with the person following the last person assigned scheduled overtime. This process will be repeated until all overtime dates for the period have been scheduled.

If a person cannot work a scheduled overtime date, he/she may trade dates with another person scheduled for future known scheduled overtime and then notify the Chief Custodian of the date trade. If he/she does not wish to ask or cannot trade dates, he/she may contact the Chief Custodian, who will contact the next person on the scheduled overtime rotation list who was present at the scheduled overtime meeting when the scheduled overtime was first selected. Should that person decline the affected scheduled overtime, the next person eligible will be contacted, and so forth until a replacement is found.

18.3.5. The Employer will determine when unscheduled building overtime is needed. Unscheduled Building overtime will be mandatory. A supervisor will schedule a staff meeting within the last five (5) days of every month to develop the following month's mandatory overtime schedule as part of the agenda.

The remainder of this section shall only apply when there are more than four members of Unit III. When there are four or less members of Unit III, the Employer shall have the right to assign overtime at its discretion after consultation with each of the Employees. The Employer will attempt to distribute overtime opportunities between the employees.

The number of days for the following month will be divided by the number of employees rounded down to the nearest full number. By order of seniority, each employee will select that number of days for that month that s/he will be the designated mandatory overtime employee.

In the event an employee has an extenuating circumstance and cannot attend the meeting, the Union Representative will select the mandatory overtime days at the scheduled monthly meeting for the absent employee, provided the employee has notified the supervisor prior to the meeting to this effect. Supervisor will assign mandatory overtime days to these employees not in attendance or represented by Union Representative. Remaining days for the month will be assigned by the supervisor with all attempts to equally distribute remaining days throughout the year.

At the monthly overtime meeting, up to two employees may choose to serve as the alternate(s) in the event the designated employee is unable to work. Employees will choose to be an alternate in order of seniority. If the alternates are unable to be contacted or choose to not work, the designated employee must find another Buildings & Grounds employee to work their assigned overtime.

If the employee is unable to work the assigned overtime on their scheduled mandatory overtime day, the employee may confer with another building and grounds employee to work their assigned overtime. Both employees will notify Employer, in writing, of the change.

If the employee refuses to work on their scheduled mandatory overtime day, or cannot find a replacement, when directed by the Employer, an amount equivalent to the amount of overtime refused will be charged as sick leave. Sick leave charged related to this provision will be excluded in the determination of acceptable use of sick leave in Section 14.4.8.

If the employer is not contracting for snow removal service, the grounds/maintenance position will be excluded from this overtime list unless all custodians have first been offered the overtime and have refused. In such a case, the grounds/maintenance person will be offered the overtime.

18.3.6. In all cases of grounds overtime - primarily snow removal - the overtime will be offered first to the grounds/maintenance person. In the event that employee refuses the request to work overtime or if there is a need for additional help, then snow removal overtime will be offered to the qualified custodian with the most seniority following the seniority list on a rotating basis. Refusal of overtime will count the same as working overtime. Custodians who have not previously worked grounds overtime or who are not able to operate the equipment will be trained to operate the equipment on their own time by notifying the Chief Custodian that they wish to be called when the opportunity for training exists.

18.3.7. Employees will be given consideration to perform non-routine buildings and grounds work which does not require a licensed or highly experienced contractor. Employees will be required to provide an estimate of time and materials list. Compensation for such work which cannot be accomplished in the employee's regular shift will be at the regular hourly overtime rate.

Section 4 - Holidays and Vacations

18.4.1. Thirteen (13) paid holidays will be included in each annual calendar as follows:

18.4.2. Independence Day and (for twelve (12) month employees)

- o The day prior to Independence Day when Independence Day falls on Tuesday or
- o The day following Independence Day when Independence Day falls on Thursday.

Labor Day

Thanksgiving Day and the day following

A winter recess of six (6) or seven (7) work days:

A Six (6) Day Winter Break when the Independence Day holiday is a two (2) day holiday
or

A Seven (7) Day Winter Break, two (2) additional days when the Independence Day holiday is a single day holiday.

Martin Luther King, Jr. Day

Memorial Day

- 18.4.3. Should such a holiday fall on Saturday, Friday shall be considered as the holiday. Should such a holiday fall on Sunday, Monday shall be considered as the holiday. Holidays occurring during an employee's vacation period shall not be charged against vacation time.
- 18.4.4. All full time twelve (12) month employees shall be granted a vacation with pay computed as follows:
1 - 5 years of service - 80 hours annually
6 - 10 years of service - 120 hours annually
11 or more years of service - 160 hours annually
- Vacation leave will be advanced to all full-time employees at the beginning of each contract year (July 1). If an employee does not work the full contract year (through June 30), vacation leave will be prorated for the year and considered earned on a monthly basis for each complete month worked.
- Those individuals who had sixteen (16) years of service in 1997-98 will be eligible for one hundred and sixty (160) hours of annual leave as is stated above, and shall receive, and continue to receive, a lump sum payment of **\$800** per year. This payment will be made the first pay in December of each year.
- 18.4.5. Employees may not use annual leave during the ninety (90) day probationary period and may not accumulate any more than forty (40) annual leave hours per year to add to continuing accumulation after the first year of employment. Beginning with the 2016-2017, 2017-2018 & 2018-2019 fiscal year, an employee may only carry forward into the following fiscal year up to one hundred and sixty (160) working hours. Annual leave extending more than one hundred and sixty (160) work hours must have prior approval of the Assistant Superintendent, Business Services.
- 18.4.6. Holiday pay shall be granted only if the employee worked the last scheduled working day prior to and the next scheduled working day after such a holiday or is on an authorized paid leave. Paid leaves shall mean jury duty and vacation. In addition, absence due to illness covered by sick leave shall also be included as a paid leave. The Employer may request medical verification of illness in instances when an employee is on sick leave prior to or after a holiday.
- 18.4.7. All vacation time must be requested and delivered to the Assistant Superintendent, Business Services or his/her designee at least seven (7) days prior to the date the vacation period is to begin. In scheduling vacation time, a senior employee has preference provided application is made sixty (60) days in advance. During the district's winter recess, a minimum of five (5) of the employees will be required to work on the days not identified as holidays. All other requested vacation leave time shall be granted on the earliest date of submission to the Assistant Superintendent, Business Services or his/her designee.
- 18.4.8. Vacation leave shall be scheduled when practicable according to the desires of the employee and the approval of the employee's immediate supervisor.

18.4.9. Earned Additional Holiday Credit

Based on years of service and qualification for the sick leave incentive as defined in 14.4.9 for the prior year, employees with 10 or more years of service will qualify for one (1) Floating Holiday scheduled with the approval of their supervisor. No more than two (2) people shall elect the same Floating Holiday. The Floating Holiday shall be scheduled on a national or religious holiday not currently identified in the contract by October 1, 2015.

Based on years of service and qualification for the sick leave incentive as defined in 14.4.9 for the prior year, employees with 20 years or more of service will qualify for one (1) additional Floating Holiday. No more than two (2) people shall elect the same Floating Holiday. The Floating Holiday shall be scheduled on a national or religious holiday not currently identified in the contract by October 1, 2015.

ARTICLE 19

Working Conditions

Section 1 - Work Space

- 19.1.1. The Employer shall provide each employee with a lockable locker that the employee can use for his/her personal belongings.

Section 2 - Materials and Equipment

- 19.2.1. Each employee shall be responsible for all equipment and/or materials assigned to him/her. Any equipment and/or materials broken, destroyed, lost or stolen must be reported to the immediate supervisor and/or Assistant Superintendent, Business Services or his/her designee within two (2) days of the occurrence, or as soon as the employee becomes aware of the incident.

- 19.2.2. The Board shall reimburse an employee for personal property which is damaged during 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. To receive such reimbursement, the employee shall report such damage to the Assistant Superintendent, Business Services or his/her designee, who shall be responsible for approving the request.

- 19.2.3. The Employer will supply all custodial staff with the following uniforms:

- A. Five short sleeve shirts/blouses with the employee's name and WISD logo embossed on the garment.
- B. Five long sleeved shirts/blouses with the employee's name and WISD logo embossed on the garment.
- C. The style(s) of the shirts/blouses will be mutually agreed to by employees and Employer.

With the approval of the immediate supervisor, a replacement uniform will be provided when, through the course of daily use or a single incident, the garment is no longer presentable.

Custodial staff will be expected to maintain the uniform and wear the garment during hours of employment.

Section 3 - Health and Safety

- 19.3.1. If an employee is aware of a situation which poses a threat to the health and safety of the students and/or staff at High Point and WISD, he/she will inform his/her immediate supervisor of the situation. If the hazardous situation persists, the employee will put his/her concerns in writing and submit it to the Assistant Superintendent, Business Services.

- 19.3.2. Should an employee be asked to perform a task which he/she believes to be excessively dangerous or potentially hazardous, the employee may request that the supervisor get an opinion from the next level supervisor before directing the employee to perform the work.

- 19.3.3. At the beginning of each school year and after return from the winter break, employees will be notified of those rooms and areas in which students carrying infectious diseases are located,

in order that the employees will take the necessary precautions. Employees will be notified of the area in those cases where a new student enters High Point carrying an infectious disease.

Section 4 - Work Requests

- 19.4.1. All requests for maintenance and repair work will be received by the Assistant Superintendent, Business Services or his/her designee. He/she will deliver them directly to the persons responsible in the Teaching/Learning Center and at the High Point School.
- 19.4.2. These requests will be initialed by the person doing the work at such time as the work is completed and returned to either the Assistant Superintendent, Business Services or his/her designee.

Section 5 - Protection of Staff

- 19.5.1. If an employee is legally complained against and/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 in making its decision 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.

ARTICLE 20

Salary Computations

- 20.1.1 During the 2016-2017, 2017-2018, 2018-2019 school years a **\$850.00** off scale payment will be made to all full-time employees. This payment will be paid in equal installments with each paycheck, beginning with the first pay of the school year. Part-time employees shall have this payment 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. 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.

ARTICLE 21

Mileage

Not applicable to Unit III Contract.

ARTICLE 22

Resignation and Retirement

- 22.1.1. Any employee desiring to resign shall submit his/her resignation in writing to the Assistant Superintendent, Business Services a minimum of two (2) weeks or ten (10) working days prior to the effective date of resignation.

ARTICLE 23

No Strike Clause

- 23.1.1. The Union 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 24

Health and Welfare

- 24.1.1. The Employer will provide, upon application, to full time Unit III employees, a flexible Compensation plan as outlined below.
- 24.1.2. A joint Employer/Union 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 December 1, the committee will meet as soon as possible at a mutually agreeable time.
- 24.1.3. 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. The contribution shall be taken out of the employee's pay on a pre-tax basis.
- 24.1.4. Employees that have a hire date of the 1st through the 15th (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1st of the month.
- Employees that have a hire date of the 16th through the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16th of the month.
- 24.1.5. Flexible Compensation Plan and Overview of Benefits - see next eight (8) pages.
- 24.1.6. 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.
- 24.1.7. A joint Union/Management committee will meet at least two times per year working collaboratively to identify an appropriate wellness plan and incentives to reduce overall health care costs.

24.1.8. Notwithstanding any other provision of this Agreement, the parties understand that health benefits described herein are subject to the 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, the parties agree that discussion of any health care plan changes as a result of the ACA will take place in the Health Care Committee that includes representatives from Unit III. 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.

24.1.9 Employees hired after January 1, 2014 are only eligible for single coverage for health, dental and vision coverage.

ARTICLE 25
Salary Guide 2016-19

25.1.1 Upon request by either party, the agreement concerning salary will be reopened for the limited purpose of bargaining Section 25.1.2.

25.1.2 **Rate of Pay**¹

1 st Shift Custodian	\$15.84
2 nd Shift Custodian	\$15.84
Maintenance/Custodian I	\$16.89
Maintenance/Custodian II	\$17.42
Maintenance/Custodian III	\$17.95

The one employee hired prior to January 1, 2014 is at the Maintenance/Custodian II level and will be paid at \$24.30 per hour for straight time.

25.1.3 If a member of the bargaining unit is functioning as a certified pool operator for the Employer, the Employee will be paid an additional \$0.50/per hour.

25.1.4 Wage increases will become effective on the anniversary of the employee’s hire-in date. Placement of employees changing classifications will be worked out on an individual bases at the time of such change.

¹ Reflects 3.5% Increase

DURATION OF AGREEMENT

This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Unit III, MFT, AFT, AFL-CIO Local 3760 shall be effective as of **July 1, 2016**, and shall continue in effect until **June 30, 2019**.

WASHTENAW INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION

By: _____
President

By: _____
Secretary

FEDERATION OF WASHTENAW SCHOOL EMPLOYEES

By: _____
President

By: _____
Vice President, Unit III