



## **Contract**

**Between The**

**Board of Education  
Of  
Alpena-Montmorency-Alcona  
Educational Service District**

**And the**

**Alpena-Montmorency-Alcona Federation of Teachers, Local #4693  
Affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO**

**2011-2014**

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## PREAMBLE

This agreement is entered into by and between the Board of Education of the Alpena-Montmorency-Alcona Educational Service District, hereinafter called the "Board," and the Alpena-Montmorency-Alcona Federation of Teachers, Local #4693, affiliated with the Michigan Federation of Teachers/AFT/AFL-CIO, hereinafter called the "Union" or the "Federation."

It is hereby agreed as follows:

### Witnesseth

The general purpose of this Agreement is to set forth terms and conditions of employment and to provide for the operation of the Board's/Employer's business under methods which will further the safety of the employees, realization of the maximum quality and quantity of work, protection of the property and avoidance of interruption of services. The parties to this Agreement will cooperate fully to secure the advancement and achievement of these purposes.

Providing high quality educational services for the students of the AMA ESD is the paramount aim of this school district. The Board of Education, administrative staff and the Federation employees have definite responsibilities in providing such services. The Board of education under law, has the responsibility for establishing the policies for the District; the administrative staff has the responsibility for carrying out the policies established.

To these ends, the Board and the Federation encourage to the fullest degree friendly and cooperative relations between the respective representatives of the Board and the Federation at all levels and among Federation employees, we hereby declare:

WHEREAS, the Board under law, has the responsibility for establishing the policies for the District, and

WHEREAS, the administrative staff has the responsibility for carrying out the policies established, and

WHEREAS, the Board and Federation recognize and declare that providing quality educational services for the constituencies of the Alpena-Montmorency-Alcona Educational Service District is their mutual aim, and

WHEREAS, the parties to this agreement have the responsibility for providing prompt, accurate and efficient services and conduct consistent with all policies established by the Board, and WHEREAS, the Board has a statutory obligation under the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to negotiate with the Federation as the representative of its professional staff personnel as defined herein, with respect to rates of pay, hours of employment, and other conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE I

### Recognition

A. The Board hereby recognizes the Union as the exclusive bargaining representative for all full- and part-time personnel (identified in section B) including school psychologists, physical therapists, teacher consultants, speech pathologists, teachers, curriculum resource consultants, occupational therapists, school social workers, orientation and mobility specialists, work-study coordinators, and audiologists employed by the Board.

Excluding: all supervisory personnel, administrative employees, any temporary part-time or substitute employees, secretarial/clerical/support employees, custodial/maintenance employees, food service employees, co-op or internship employees, data processing employees, specially funded seasonal program employees, as well as any other non-certificated and administrative personnel not herein named.

- B. Regularly employed part-time professional staff employees working at least 17.5 hours per week and working a minimum of 60 continuous scheduled days shall be entitled to benefits on a prorated basis. For those insurance coverages which the carrier excludes part-time staff participation, the staff member shall have their monthly share of insurance costs reduced by an amount equal to the prorated individual premium of those insurances from which they are excluded.
- C. Staff who are employed in addition to the above list whose job description requires an earned bachelor's degree or higher and/or certification, or staff hired to fulfill the requirements of a specially funded state or federal project on a school year basis, which requires a bachelor's or higher degree, shall be included in this unit.
- D. Employees hired to fill temporary professional staff vacancies of more than sixty (60) continuous scheduled days in that assignment shall abide by the following sections of this contract: Grievance Procedure, Evaluations, Salary Schedule, Rate of Pay, Travel, and Insurance.
- E. This Agreement shall be applied uniformly to all employees within the bargaining unit.
- F. The term "employee" when used herein shall refer to employees included in the unit for bargaining as set forth in the paragraph above, and reference to male employees shall include female employees. The term "Board", or "employer", or

"designee" when used herein shall refer to the Board of education, Superintendent, or his designee.

- G. It is the responsibility of the employee to maintain current, valid certification, license, and approval from the appropriate state agency, to maintain status as a bargaining unit member.

## ARTICLE II

### Rights and Responsibilities

#### Board Rights:

- A. The Board, on its behalf and on the behalf of the constituencies of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including, but without the generalities of the forgoing, unless expressly provided otherwise in this agreement the right:

--To the executive management and administrative control of the school system and its properties and facilities and the duties of its employees;

--To hire, promote, transfer, assign, and retain employees in positions within the district;

--To establish special programs for students, all as deemed necessary or advisable by the Board, and to determine the scope and depth of services to be provided to the various constituencies of the District;

--To determine the methods, means, and personnel by which operations of the district are carried on;

- B. The exercise of the forgoing powers, rights, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations, and practices in furtherance thereof; and the use of discretion and judgment in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States.

#### Federation Rights:

- A. The Federation and its members shall have the right to use school building facilities at all reasonable non-duty hours for meetings. Separate bulletin boards and other established methods of communication, as designated by the administration, shall be made available to the Union and its members at no cost to the Board.

- B. The Board agrees to furnish information to the Federation in response to requests from time to time concerning the financial resources of the district, tentative budgetary data, and allocations thereof as normally available to the public which will assist the Federation in preparing for negotiations.
- C. It is agreed by the Board that Federation members shall be granted leave time for no more than ten (10) days total, with individual members using no more than four (4) days each for Federation activities. Any substitute teacher costs incurred by the District will be reimbursed to the District by the Federation. Such leave time shall not be used to support strikes, slowdowns, picketing, or other job actions within or outside of the District. A minimum of five (5) days notice must be given to the immediate supervisor for planned activities.
- D. Employees shall not be required to cross picket lines in the event of a strike by the teachers union in a serviced building. In this event, the employee shall work in another location to be determined with administrative approval.

In the event that a school district hires in a new staff and the students return to school, Federation members shall service the building as needed.

Employees' Rights:

- A. Pursuant to Act 379 of the Michigan Public Acts of 1965, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Union for the purpose of engaging in collective bargaining and lawful concerted activities for mutual assistance and protection. The Board agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the exercise of any right conferred by law or by this Agreement by reason of his/her membership in or participation with the Union or its activities.
- B. The Board of Education shall comply with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the Board that no professional staff member or candidate for such a position in this District shall, on the basis of race, color, religion, national origin, creed or ancestry, age, gender, marital status, or disability, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education.
- C. Nothing contained herein will be construed to deny or to restrict rights of an employee under the Michigan General School Laws or by the laws and the Constitution of the State of Michigan and the United States.
- D. Employees shall be entitled to full rights of their citizenship and no religious or political activities of any employee (or lack thereof) outside the scope of employment shall be grounds for discipline or discrimination with respect to the professional employment of such employee.

## ARTICLE III

### Professional Dues or Fees and Payroll Deductions

#### Financial Responsibility

- A. Any employee who is not a member of the Union or who does not make application for membership within thirty (30) days of the commencement of duties, shall, as a condition of employment pay a service fee to the Union. The service fee shall be an amount, determined by the Union, to be said employee's share of the actual and related costs of collective bargaining, representation, and costs associated with the preparation for and processing of grievances and arbitration. The employee may authorize payroll deduction for such a service fee as provided heretofore in this article. In the event that the employee shall not pay such a service fee to the Union or authorize payment through payroll deduction, the Board shall, at the request of the Union, terminate the employment of said employee. The parties recognize that the failure of any employee to comply with the provisions of this article is just and reasonable cause for discharge.
- B. The procedure in all cases of discharge for violation of this Article shall be as follows:
1. The Union shall notify the employee of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance and shall further advise the recipient that a request for discharge shall be filed with the Board in the event that compliance is not effected.
  2. If the employee fails to comply, the Union shall file charges in writing with the Board and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to said charges.
  3. The Board, upon receipt of said charges and request for termination, shall conduct a hearing on said charges, and to the extent that said employee is protected by the Michigan Teacher Tenure Act, all proceedings shall comply with this Act. In the event the employee complies with the financial responsibility provisions herein at any time prior to discharge, the Union shall withdraw charges.
- C. The Union agrees to assume the legal defense of any suit or action brought against the Board regarding this Article. The Union further agrees to indemnify and save the Board and individual Board members harmless against any and all claims, demands, losses, costs, and expenses arising out of or incurred directly or indirectly as a result of the application, implementation, and enforcement of this Article subject, however, to the following conditions:



1. The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.
2. The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of this section or the damages which may be assessed against the Board by such court or tribunal.
3. The Union has the right to select legal counsel to defend any such suit or action.
4. The Union shall have the right to compromise or settle any claim made against the Board under the provisions of this Article.

Union Dues or Service Fee Authorization:

The following requirements are understood and agreed to by the AMA-FT and the AMA Board of Education.

- A. Deductions shall be made in equal installments during the months of September through June (10 payments) on the first pay day of each month.
- B. By the third working day following the collection, the Board shall transmit the monies to the Union Treasurer or Designated Officer.
- C. By the first scheduled day of the Union's negotiated schedule, the Union shall send to the Superintendent a list of employees who have signed authorizations, revoked authorizations, and the amount of monies that are to be deducted from each member's or non-member's check on the appropriate pay period.
- D. The Employer shall send to the Union a list of employees who have had monies deducted from their pay, the amount deducted, and what limit there is to be deducted during the fiscal year.
- E. The Union shall hold the employer harmless on account of any monies deducted and remitted to the Union pursuant to this service.
- F. As a condition of the effectiveness of this agreement, the Union agrees:  

To indemnify and save the Board, each individual School Board Member, and all Administrators harmless against any and all claims, demand costs, suits or other forms of liability, and all court or administrative agency costs that may arise out of, or by reason of, action taken by the Board for the purpose of complying with this agreement.
- G. If at any time during the duration of this agreement, the Union authorizes, causes, or engages in or sanctions any strike or work stoppage, or pickets, or if there is a refusal to perform the duties of employment by Union employees, then the Board shall be relieved of its responsibilities to collect union dues and service fees for the duration of that strike or work stoppage.

Payroll Deductions:

- A. Upon appropriate written voluntary authorization by the employee, the Board will deduct from the salary of the employee, and make appropriate remittance, monies specified for:
1. United Way
  2. Tax Deferred Annuities
  3. Tax Deferred Payment/Retirement
  4. Health Savings Accounts
  5. Other Administration/Board Approved Insurances
- B. Tax Deferred Annuities
1. Employees may elect to participate in a tax deferred annuity program under Section 403 (B) of the Internal Revenue Code, consistent with the IRS regulations.
- C. All professional staff member paychecks will be direct deposited.

ARTICLE IV

Professional Compensation

A. Salary Schedule

2011-2012 2012-2013 2013-2014 STEP/YEAR	BA	BA+15	BA+30	MA	MA+15	MA+30	ED.S
0	42,566	43,834	45,003	46,155	47,325	48,483	49,655
1	44,361	45,575	46,791	48,003	49,207	50,426	51,625
2	45,766	47,026	48,286	49,533	50,790	52,255	53,318
3	47,524	48,826	50,131	51,437	52,742	54,044	55,352
4	49,252	50,630	51,993	53,360	54,722	56,099	57,465
5	50,997	52,408	53,833	55,234	57,066	58,066	59,487
6	53,093	54,582	56,107	57,271	59,005	60,485	61,952
7	55,192	56,727	58,269	59,810	61,349	62,888	64,427
8	57,287	58,890	60,496	62,096	63,691	65,293	66,892
9	59,733	61,407	63,097	64,768	66,452	68,130	69,807
10	62,632	64,393	65,685	67,432	69,194	70,947	72,710
11			69,215	71,048	72,880	74,715	76,546
LA	64,943	66,703	71,526	73,360	75,190	77,027	78,857
LB	68,237	69,868	74,332	76,031	77,727	79,426	81,121
LC	68,577	70,207	74,672	76,371	78,066	79,766	81,460
LD	68,985	70,615	75,079	76,777	78,473	80,173	81,870

In each year of the agreement (2011-2012, 2012-2013, and 2013-2014) the Board will make an off-scale payment of \$1,360 in 2011-2012, \$1,390 in 2012-2013 and \$1,415 in 2013-2014.

Employees hired after July 1, 2011 will not be eligible for the following columns for BA+15, BA+30 or MA+30.

For purposes of this section, longevity steps are defined as follows:

- LA = 12-15 years of experience
- LB = 16-19 years of experience
- LC = 20-23 years of experience
- LD = 24 or more years of experience

Experience is defined as years of service in district plus credited service received for initial placement on the salary schedule at date of hire.

It is understood that those staff who have received payments under the 1990-93 longevity provision shall maintain experience credit granted and continue to accrue years of creditable service from that point forward.

1. All professional staff working 183 days shall elect by the first Friday of their working contract to receive their pay in 21 or 26 biweekly installments.
2. The rate of pay for the initial contract for employees will be determined by the Board of Education following the Employment Credit Guidelines established in June, 1982. Changes in these guidelines may be made following written consultation with the Federation representatives. Following determination of initial placement on the salary schedule, the Federation shall receive a written analysis of experience credit granted to new employees.

The rate of pay for the succeeding year's contract shall be computed at the time of contract signing.

Requests for changes in the base rate must be made to the immediate supervisor and the Superintendent. The statement will include: 1.) The reasons for the requested change; 2.) The former level and rate of pay; and 3.) The requested level and rate of pay. Staff member will provide the Superintendent with university transcripts and/or official grade reports to support the request for change in the rate of pay.

Changes in base rate of pay shall be made effective to the beginning of the contract period or the first pay period after January 1 after evidence of course or degree completion is provided to administration, whichever is later.

A professional staff member assigned to a position covered by this agreement which required working in excess of the work calendar in this agreement shall have his salary computed based on the current daily rate of pay times the number of working days.

B. Insurances

Beginning September 1, 2011, the Board shall make available the Blue Cross/Blue Shield Simply Blue health insurance plan. Through June 30, 2012, the Board will pay the full monthly premium. In 2012-2013, the Board will pay up to: One person - \$416; Two-person - \$1,000 and up to \$1,250 for a full-family and in 2013-2014, the Board will pay up to \$435 single, \$1,050 for two person and up to \$1,313 full-family.

The Board will contribute \$750 for a single subscriber and \$1,500 for a two-person or full-family subscriber to an HSA.

1. The District's ability to implement cost savings adjustments with Blue Cross/Blue Shield is restricted by the following considerations:

- a. In the event that alternative coverages or programs are being considered, Board shall meet with the Federation negotiators to review and clarify all matters of concern, and with their approval, implement any changes.
- b. Any cost savings measures implemented by the District, whether in the form of higher level deductibles or some other cost savings measures, will be funded by the district.
- c. Confidentiality of claim experience will be maintained as in the past by the District, Blue Cross/Blue Shield and other service providers.
- d. The Board shall provide a written copy of the changes, or a copy of the insurance policy to each affected staff member.

2. The Board shall provide a cash option in lieu of health insurance benefits. To accomplish this, the Board shall formally adopt a qualified plan document pursuant to Section 125 of the Internal Revenue Code. In the event six or more professional staff members elect the cash option, the payment will be \$400 per month. If the number falls below six, the payment will be \$225.

The cash option received by the staff member may be utilized to purchase a tax-deferred annuity. To purchase a tax-deferred annuity, the staff member shall enter into a salary reduction agreement.

3. The Board of Education shall provide, without cost to the employee, full-family dental insurance coverage equivalent to that in effect on June 30, 1999. This coverage will be provided through an insurance program or alternatively through a self-funded/third party administered program.

Dental coverage is as follows:

- Class I & II - 100%
- Class III - 80% crowns, bridges, dentures
- Class IV - 50% orthodontics under age 19

Maximum Benefits \$1200/year each person except for orthodontics.  
Lifetime maximum \$1500 each person under age 19 for orthodontics.

4. Effective with the date of this agreement, the Board of Education will provide a \$37,500 term life insurance policy for all full-time professional staff. For the purposes of this section only, full-time shall be as defined by the contract with the insurance carrier.
5. The Board shall provide individual liability and malpractice insurance coverage for staff members, including at minimum, incidental medical malpractice, errors and omissions, and comprehensive general liability coverage. Such insurance shall provide \$1,000,000 per occurrence protection for staff members from claims arising out of the lawful execution of their duties as AMA ESD employees, subject to the limitations and exclusions as set forth in the Board's liability insurance contract. The Board shall provide a copy of the insurance policy providing said coverage, to the Federation.
6. The Board of Education shall make available a Vision Insurance program.

Vision benefits will be as follows:

Exam -	\$56
Regular lenses -	\$75
Bifocal lenses -	\$84
Trifocal lenses -	\$105
Lenticular lenses-	\$126
Frames -	\$75
Contact lenses -	\$175

This coverage will be provided through an insurance program or, at the Board's option, a self-funded program.

7. The Board of Education shall make available a long term disability insurance program to include a monthly disability benefit covering the full calendar year, with a ninety (90) calendar day waiting period. Monthly benefit amounts shall be equal to 66 2/3% of the employee's monthly salary, to a maximum monthly benefit amount of \$4,000 per month. It is agreed that monthly benefit payments are subject to acceptance of claim by the carrier.

The benefit period for sickness or accident shall be as follows:

<u>Age at Time of Disability</u>	<u>Benefit Duration</u>
Less than 60	to age 65
60 – 64	5 years
65 – 69	to age 70 but not less than 1 year
70 and over	1 year

The benefit period for mental or nervous disorders will be limited to a maximum of two years unless the employee is confined to a hospital or institution.

The Board of Education shall pay 100% of the monthly premium amounts through August 31, 2006 for all full-time professional staff. For the purposes of this section, full-time shall be defined by the contract with the insurance carrier.

8. Termination of Employment – Health Insurance.  
Subsequent coverage may be requested, and will be made available as required under PL 99-272 of 1986 (COBRA).

C. Tuition Reimbursement

Professional staff, other than those on education leave, who earns graduate credit outside of normal working hours from an approved college or university shall be partially reimbursed for their tuition cost with the following stipulations:

1. All approved leaves of absence are considered to be outside of normal working hours. Persons on education leave do not qualify for tuition reimbursement.
2. It is recommended that the staff member obtain written course approval before enrollment. After enrollment, written course approval by the Director of Special Education is required to be eligible for reimbursement.
3. Reimbursement for a maximum of 10 semester credit hours (or equivalent quarter credit hours) per fiscal year (July 1-June 30) will be granted for courses successfully completed during that fiscal year. Evidence of successful course completion must be given to the Director of Special Education to process payment.
4. Rate of reimbursement will be 70 percent of actual cost of tuition for approved class or classes.

D. Mileage and Travel Expenses

1. The Board of Education shall reimburse employees who are required to drive their personal vehicle twenty-five cents per mile, or the IRS approved rate effective on January 1 and August 1 each year, whichever is higher.

Approved miles shall include:

- a. All mileage between work stations if a staff car is not available.
  - b. All mileage to and from conferences, seminars and inservices, if approved by the immediate supervisor and if a staff car is not available.
2. Each staff member shall have a base work station designated by his/her immediate supervisor. This base work station shall be designated at the beginning of the school year. Changes in base work station may occur after consultation between the staff member and his/her immediate supervisor.
  3. Exceptions to the above rules must be approved by the immediate supervisor.

4. Approved out-of-district travel expenses for meals, lodging, parking, gas and oil for staff cars, and conference registration fees shall be reimbursed upon submission of receipts from such travel.

E. Professional Development

In recognition of the importance of continuing professional development, the Board of Education agrees to provide sufficient funds annually to permit professional staff opportunities to attend conferences and workshops approved by the Board of Education or its designee.

F. Merit Pay

Staff members who have been deemed Proficient in their overall evaluation and who have completed a minimum of 3 semester hours of approved graduate level coursework will be eligible for a merit payment of \$100 in the fiscal year the coursework was completed and the evaluation deemed them to be Proficient. This payment will be made no later than June 30 each year.

## ARTICLE V

### Working Conditions

A. Individual Contracts:

Individual contracts shall be offered by May 15 of each year. The employee shall return his/her signed contract by June 1. The Employer shall notify the Union if an employee has failed to return his/her signed contract. The employee shall then have ten (10) days to respond to the Union and the Employer. Failure to respond by June 15 shall be considered a resignation. In the event the salary schedule is still under deliberation on May 15, the contract will indicate the appropriate step and level with no dollar amount indicated. If the salary schedule is still under deliberation on the first working day of the new contract period, the staff member will be paid at the new step and level based upon the last approved salary schedule until a new salary schedule has been agreed upon. The new salary schedule shall be retroactive to the first working day of the new contract period.

B. Work Schedule:

1. Variance in job requirements and in school hours from district to district necessitates a flexibility that can best serve the needs of the Educational Service District and the services it offers.
2. The supervisor will have the responsibility to build a schedule for staff and it is expected that significant variances in the schedule will be coordinated by the supervisor.

3. An employee's regular work schedule shall not exceed seven (7) hours per day.
- C. No information gathered against an employee by any electronic covert surveillance equipment shall be admissible as evidence in any action against an employee.
  - D. Any complaint by a parent directed against an employee shall be called to the attention of the employee if the complaint is serious enough to result in or become the basis for any investigation or action against such employee.
  - E. Job-Sharing:
    1. With Board approval, any employee may voluntarily share his/her position with one or more employees in the bargaining unit provided the other employee (s) meet the necessary qualifications/certification/licensure requirements.
    2. Job-sharing requires the written consent of the employees and the employer.
  2. Compensation and insurances shall be prorated for the employee but shall not exceed one (1) F.T.E.

## **ARTICLE VI**

### **Employee Discipline**

Employees shall comply with all rules, regulations, and directions presently in effect and, from time to time, adopted by the Board or its representatives which are not inconsistent with the provisions of this agreement. An employee may reasonably refuse to carry out an order which threatens his/her physical safety or well being or that of a student.

When an employee is found to be in violation of this contract or any rule, regulation, or direction of the Board of Education, discipline, when necessary, will be applied according to a progressive scale of severity as follows: verbal warning, written reprimand, suspension with pay, suspension without pay, discharge.

Employees have the right to have a Federation representative present when they believe that discipline is to be involved in a formal conference, provided that such disciplinary proceedings need not be delayed for an unreasonable time until such representative can be present, and in no event shall the Board be restricted from taking such protective actions as the Board may determine to be necessary to protect the rights of students and others pending the holding of the formal conference. For purposes of this section, a formal conference is defined as one that has been prearranged.



If discharge of an employee is to be considered because of inadequacies observed in the employee's professional work, through the evaluation process, action must minimally be preceded by:

1. Observations of the inadequacies by more than one administrator through the evaluation process described elsewhere in the Agreement.
2. Direction that the employee must improve and the consequences of failure to do so.
3. Opportunity for the employee to make improvements.
4. Assistance from administrators and district resources to help the employee improve.

## **ARTICLE VII**

### **Tenure**

All professional staff employed in a position requiring teacher certification and possessing such certification shall be subject to the provisions and afforded the protections as provided under the Michigan Teacher Tenure Act.

All other professional staff shall be subject to the provisions and afforded the protections as provided under this article.

Definitions as used in this article:

- a. The term "controlling board" shall mean the ESD Board of Education.
- b. The term "demote" shall mean to reduce compensation for a particular school year by more than an amount equivalent to three (3) days compensation or to transfer to a position carrying a lower salary.
- c. "School year" shall mean the legal school year at the time and place where service was provided, consistent with the interpretation used by the tenure commission.
- d. "Day" or "Days" shall mean calendar days.

#### **A. Probationary Period**

1. Staff members hired prior to June 30, 1996 shall serve a two year probationary period, excepting those who have been granted continuing tenure previously by the district. Those staff shall retain that status. No professional staff member shall be required to serve more than one probationary period in the district.

Staff members hired after June 30, 1996 shall serve a four year probationary period, excepting those who have been employed in the

same professional capacity for four (4) full school years in another Michigan school district. Those staff shall not be subject to another probationary period of more than two years, and may at the option of the controlling board be placed immediately on continuing tenure.

2. On or before May 1 of each school year (or 60 days prior to the anniversary date of hire for those professional staff employed after the start of the regular school year), the controlling board shall provide the probationary staff member with a definite written statement as to whether or not his/her work has been satisfactory.

Failure to submit a written statement shall be considered as conclusive evidence that the professional staff member's work is satisfactory. Any probationary staff member or staff member not on continuing tenure shall be employed for the ensuing year unless notified in writing at least sixty (60) days before the close of the school year that his/her services will be discontinued.

3. During the probationary period, a professional staff member's work shall be evaluated as specified in Article X of this agreement. Such evaluations shall comply with the provisions of the Michigan Teacher Tenure Act. Failure of the controlling board or its designee to complete the evaluation in a particular school year is conclusive evidence that the professional staff member's performance for that school year was satisfactory.
4. Sections B, C, D, and E of this article shall not apply to any professional staff member deemed to be in a probationary period.

**B. Continuing Tenure:**

1. After the satisfactory completion of the probationary period, the professional staff member shall be employed continuously by the controlling board under which the probationary period has been completed, and shall not be dismissed or demoted except as specified in this agreement.
2. Staff members on continuing tenure shall have their work performance evaluated a minimum of once every three years as specified in Article X of this agreement. Such evaluations shall comply with the provisions of the Michigan Teacher Tenure Act. Failure of the controlling board to complete a performance evaluation for an individual staff member is conclusive evidence that the professional staff member's performance for that period was satisfactory.

**C. Discharge, Demotion or Retirement**

Discharge or demotion of a staff member on continuing tenure may be made only for reasonable and just cause, and only as provided in this agreement. This section does not prevent the controlling board from establishing a reasonable

retirement policy to apply equally to all professional staff who are eligible for retirement under the public school employees retirement act of 1979, Act No. 300 of the Public Acts of 1980, being sections 38.1301 to 38.1408 of the Michigan Compiled Laws; or, having established a reasonable retirement age policy, from temporarily continuing on a year to year basis on criteria equally applied to all professional staff the contract of any staff member that the controlling board wishes to retain beyond the established retirement age for the benefit of the school system.

1. All charges against a professional staff member shall be made in writing, signed by the person making the charges and filed with the secretary, clerk, or other designated officer of the controlling board, and a copy of the charges shall provided to the professional staff member. The charges shall specify a proposed outcome of either discharge or a specific demotion of the professional staff member. The controlling board shall decide whether or not to proceed upon the charges or may modify the charges and decide to proceed upon the charges as modified, not later than ten (10) days after the charges have been filed with the controlling board. A decision to proceed upon the charges shall not be made except by a majority vote of the controlling board and shall be reduced to writing. The controlling board, if it decides to proceed upon the charges, shall furnish the staff member not later than five (5) days after deciding to proceed upon the charges, with the written decision to proceed upon the charges, a written statement of the charge and a statement of the staff member's rights under this article.
2. On the filing of charges in accordance with this article, the controlling board may suspend the accused staff member from active performance of duty until one of the following occurs:
  - a. The staff member fails to contest the board's decision to proceed upon the charges within the time period specified in Section D of this article.
  - b. A final decision and order discharging or demoting the staff member is issued by the Arbitrator.
  - c. A final decision and order reinstating the staff member is issued by the Arbitrator.

If a staff member is suspended in accordance with the above section, the staff member's salary shall continue during the suspension. However, if the staff member is convicted of a felony, the controlling board may discontinue the employee's salary effective upon the date of the conviction. If a decision and order discharging the staff member is issued by the arbitrator and is subsequently reversed by a court of competent jurisdiction, the court may order back pay.

**D. Right to Appeal – Hearing**

A professional staff member on continuing tenure status may contest the decision of the controlling board involving his or her discharge or demotion within twenty (20) days from the date of such decision according to the following procedures:

1. The dispute arising from or relating to interpretation or application of this article shall be submitted to arbitration administered by the American Arbitration Association under its Labor Arbitration rules. The parties agree to accept the arbitrator's award as final and binding on them. The affected professional staff member shall file a Demand for Arbitration with the controlling board and shall forward a copy to AAA within twenty (20) days of the controlling board's decision to proceed upon the charges.
2. The arbitrator shall have no power to change any practice, policy, or rule of the Board of Education nor substitute his/her judgment for that of the Board as to the reasonableness of any such practice, policy, or rule of the Board.
3. Each party shall bear the full costs for its side of the arbitration case, with the arbitrator's fees and expenses shared equally between the Board and the Union.
4. The arbitrator shall have the power to award financial reimbursement, as he/she deems proper; except where no monetary loss has been caused by the action of the Board of Education; the arbitrator shall have no power to order any monetary award.
5. The arbitrator shall be empowered to accept, reject, or modify the action of the controlling board.
6. Both parties shall be permitted to file written post hearing briefs in support of their positions. The arbitrator shall determine filing deadlines for such briefs. The final written opinion and decision of the arbitrator shall be issued to both parties or their representatives within sixty (60) days of the hearing's conclusion.

**E. Resignation and Leave of Absence**

No professional staff member on continuing tenure shall discontinue his/her services with the controlling board except by mutual consent, without giving a written notice to the board at least sixty (60) days before September 1 of the ensuing school year. Any professional staff member discontinuing his/her services in any other manner than as provided in this section shall forfeit his/her rights to continuing tenure previously acquired under this article.

The controlling board, upon written request of a professional staff member, may grant a leave of absence for a period not to exceed one year, subject to renewal

at the will of the board: Provided, that without request, a leave of absence because of physical or mental disability may be granted by the controlling board for a period not to exceed one year. Provided further, that any professional staff member so placed on such unrequested leave of absence shall have the right to an arbitration hearing as set forth in this article: Provided, that no leave of absence shall serve to terminate continuing tenure as acquired under this article.

F. Inconsistent Acts

No professional staff member may waive any rights and privileges under this article in any contract or agreement made with a controlling board. In the event that any section or sections of a contract or agreement entered into between a professional staff member and the controlling board make continuance of employment of such professional staff member contingent upon certain conditions which may be interpreted as contrary to the reasonable and just causes for dismissals, provided by the article, such section or sections of a contract or agreement shall be invalid and of no effect in relation to the determination of continuance of employment of such professional staff member.

## ARTICLE VIII

### Assignments, Vacancies, and Transfers

A. Assignments:

Employees shall not be assigned, except temporarily and for good use, outside the scope of their major/minor areas of study and their certification.

B. Notification of Vacancies and Transfers:

Notification of Professional Staff and Administrative vacancies requiring the addition or replacement of personnel will be made by the Administration to the Professional Staff. The notification will include a general description of the vacancy and the requirements for the position. During the summer months when school is not in session, the notification will be included in all paycheck envelopes or mailed to the individual Professional members.

Subject to statute, Professional Staff members expressing an interest in a Professional Staff vacancy will be given preference over an equally qualified candidate from outside the ESD. Certification, qualifications, and seniority will be factors in hiring an ESD Staff member for a different position within the ESD. Such assignments will be made from the district (ESD) employees when possible.

For summer employment positions, employees working in those positions during the regular school year will be given preference over other candidates as long as said employee is not on an Individual Development Plan due to unsatisfactory performance.

All summer employment positions will be posted on the main bulletin boards in the central office and Pied Piper. All summer employment positions are not subject to any of the terms and conditions of the contract.

Transfers shall be available, provided positions are vacant and provided an employee requesting a transfer possesses the required certification and qualifications for the vacant position.

Transfers made on an involuntary basis shall be accomplished on the basis of inverse seniority among those qualified for the position in question.

C. Contracted Services:

It is the intent of the ESD Board and Administration NOT to supplant present Professional Staff members with contracted services unless required by law. In the event that the Board should contemplate contracting of work covered by Professional Staff definitions within the master agreement, the negotiators for the Professional Staff and those for the Board shall meet to review the necessity for such contracting.

If, as a temporary measure, services must be contracted on a part-time basis, the position must be offered to the highest seniority person currently on lay-off who is certified and qualified for the position. If all certified and qualified persons on lay-off refuse the position, it may then be offered to other persons.

## ARTICLE IX

### Layoff and Recall

A. Reduction in Personnel

1. No employee shall be laid off pursuant to a necessary reduction in personnel unless there is a substantial decrease in students enrolled in the school district, changes in federal and/or state requirements, substantial changes in the fiscal (Local vs. ESD) responsibility, or there are other substantial budgetary considerations which shall have a detrimental effect on the district.
2. No employee shall be laid off pursuant to a necessary reduction in personnel for any school year or portion thereof unless said employee shall have been notified at least sixty (60) days prior to the commencement of the layoff period.
3. Financial considerations including revenue sharing with local districts and/or bill back procedures shall be presented to local districts and the ESD Board of Education for review and consideration.

B. Seniority

1. By September 30 of each year, a seniority list shall be prepared by the Board and submitted to the Union for written approval.
2. If the fiscal responsibility for a professional staff person's position is assumed by a local district and then later reassumed by the Educational Service District, that person shall be considered to have continuous service from the date of original employment at the Educational Service District.
3. Length of continuous service will not be considered interrupted or affected by authorized leaves of absence with full or partial pay or authorized leaves of absence without pay for illness, education or disability. Leaves of absence without pay for other than illness, education or disability shall result in a proportionate decrease in length of continuous service with the following exception: child care leave of more than one year shall result in a proportionate decrease in length of continuous service for the time off over and above one year.
4. Employees who move to an administrative position at the Educational Service District shall not have seniority rights to a professional staff position if they are laid off from the administrative position. However, if the person returns to the professional staff via an open position, the staff member shall have accrued seniority based upon total years service to the Educational Service District in a professional staff capacity. The person shall be appropriately placed on the seniority list based upon cumulative years of professional staff service.
5. In the event that a reduction of personnel shall become necessary, the following method shall be used.
  - a. Attrition – The number of persons affected by the reduction will be kept to a minimum by not employing replacements for employees who resign or retire, unless the replacement is needed for a position for which other employees in the system do not possess the certification, qualifications or state approval for the position and the position is one that needs to be filled to meet the required service priorities of the district.
  - b. Non-renewal of limited contracts – reductions not achieved through attrition will then be made by not renewing limited contracts unless the position is required and no other employees in the system are certified or state approved for the position.
6. Should further reductions be necessary, the procedure for determining the order of retention for all employees shall be:
  - a. Any employee currently working in the targeted layoff category who requests a layoff will be laid off first.

- b. Those employees with the greatest seniority in the district who possess the necessary certification/qualifications or state approval shall be retained; provided that such certification/qualification or approval qualifies an employee for a position and said position is not claimed by an employee with greater seniority who meets the certification/qualification/approval requirements of this paragraph; and provided that tenured employees are retained over probationary employees.
- c. If two or more employees are found to have equal seniority, the employee with the most experience shall be retained.
- d. If two or more employees are found to have equal status in (b) and (c) above, the employee possessing the highest degree shall be retained.
- e. If two or more employees are found to have equal status in (b), (c), and (d) above, an administration-staff committee shall conduct a lottery to determine seniority for these employees.
- f. All seniority is lost when there is both a severance of employment and a break in service, unless this is due to layoff. In such cases, provisions of the seniority clause shall prevail.

C. Staff Replacement

1. Beginning with the first name on the seniority list, each individual will be assigned according to the first applicable procedure listed below:
  - a. Current position and assignment.
  - b. Current position, other assignment.
  - c. Another position for which he/she is certified/qualified/approved in the same building as current position.
  - d. Another position for which he/she is certified/qualified/approved in another building as current position.
2. The Union shall be notified of the date, time and place when the above procedures are to be implemented and related assignments made.

D. Layoff Periods

1. The layoff period shall be defined as the length of time during which the employee is relieved of regular work duties.
2. The Board shall give notice by certified mail of any professional staff vacancies.



3. The layoff period for a non-tenured employee shall be equal to the length of time such employee has been employed by the district. After the layoff period has expired, all rights are forfeited.

E. Recall

1. It is the responsibility of laid off employees to maintain a current address with the Board of Education.
2. Laid off employees shall be recalled to the first vacancy for which they are certified and qualified in reverse order of layoff.
3. A laid off employee shall be considered laid off until he/she is reinstated in the district, refuses an offer from the Board for a full-time position for which he/she is certified/qualified/state approved/licensed, or fails to respond within fifteen (15) calendar days of receipt of a written offer of a position made by the Board.
4. Notification of recall shall be in writing with a copy to the Union. The notification shall be sent to the employee's last known address.
5. A laid off employee shall be given fifteen (15) days to notify the Board that he/she is interested in a position and an address through which he/she may be contacted. Failure to notify within fifteen (15) days can be considered a resignation. If an employee notifies the Board as required above and declines a full-time position for which he/she has been recalled, said employee shall lose his/her seniority and recall rights.
6. Sickness and leave benefits shall be reinstated at the time that an employee is scheduled to begin resumption of his/her duties.
7. No new employees within the bargaining unit shall be employed by the Board while there are employees in the district who are laid off, unless there is no laid off employee with the proper certification, qualifications, state approval, or licensure to fill a vacancy.

## **ARTICLE X**

### **Staff Evaluations**

Professional staff evaluations will be conducted in accordance with Michigan law.

## **ARTICLE XI**

### **Personnel Files**

- A. No materials may be in an employee's personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material, and the same shall be attached to the file copy of the material in question.
- B. An employee must be requested to sign material related to evaluation and discipline in his/her file. Such signature shall be understood to indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
- C. If an employee should refuse to sign material to be placed in his/her file, it shall be signed by that employee's Union representative. This signature shall indicate that said employee has been made aware of this material, but has refused to sign it.
- D. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A Union representative may be requested by the employee to accompany the employee in such review.
- E. Should a professional staff member cease to be employed by the Alpena-Montmorency-Alcona Educational Service District, all evaluations of said person shall be returned, upon request, to the employee upon payment of final check. In the event that a grievance or some other type of dispute involves said employee, the evaluations shall be held by the supervisor pending final settlement.

## **ARTICLE XII**

### **Grievance Procedure**

- A. Definitions:
  - 1. A grievance is a claim by a professional staff member or the Union that there has been a violation, misinterpretation, or misapplication of the expressed provisions of this agreement.
  - 2. The term "days" shall mean calendar days.
- B. The number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Time limits may be extended with mutual consent in writing of the parties involved. In the event a grievance is filed on or after June 1, the time limits may be reduced in order to effect a solution prior to the end of the school year or as soon thereafter as possible.

- C. The following matters shall not be the basis for any grievance filed under the procedure outlined in this Article.
1. All disputes over decisions regarding probation, tenure, non-renewal of contract and discharge of professional staff covered under the Michigan Tenure Law are to be handled under said law.
  2. All disputes over decisions regarding probation, tenure, non-renewal of contract and discharge of professional staff not covered under the Michigan Tenure Law are to be handled under the terms of the Tenure section of this agreement.
  3. Approval or denial of any Educational Leave.
  4. Notwithstanding the provisions of this section, the terms of any contract or policy issued by an insurance company hereunder shall be controlling as to all matters concerning benefits, eligibility and termination of coverage and other required matters.

D. Written grievances as required herein shall contain the following:

1. The written document shall be labeled as a grievance;
2. It shall be signed by the grievant or grievants;
3. It shall be specific;
4. It shall contain a synopsis of the facts giving rise to the alleged violation.
5. It shall cite the section or subsections of this contract alleged to have been violated;
6. It shall contain the date of the alleged violation;
7. It shall specify the relief requested.

Any written grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.

E. The Federation shall designate one representative from the grievance committee to handle grievances when requested by the grievant at Step One Oral Discussion. The Board hereby designates the supervisor of each building to act as its representative at Steps One and Two as hereinafter described and the Superintendent or his designated representative to act at Step Three as hereinafter described.

A written grievance may be lodged and thereafter discussed with the administrative representative at each step of the grievance process by a staff

member accompanied by a Federation representative or by a Federation representative in the name of the Federation.

F. Procedure:

1. Step One – Oral

A staff member or the Federation believing a grievance exists shall within ten (10) days of its alleged occurrence, or the first discussion of the issue with the Administration, orally discuss the grievance with his/her immediate supervisor in an attempt to resolve same.

2. Step Two – Written

- a. Should the matter not be resolved informally, the grievance may be filed with the immediate supervisor within ten (10) days of the meeting in Step One.
- b. Within ten (10) days of the receipt of the written grievance, the immediate supervisor shall render his/her decision in writing, transmitting a copy of the same to the grievant and to the Union.

3. Step Three – Written: Superintendent Level

- a. Within five (5) days after the delivery of the decision at Step 2, the grievance may be appealed to the Superintendent by filing a written copy of the grievance along with any decision from step two with the Superintendent.
- b. Within ten (10) days after receipt of the grievance, the Superintendent shall meet with the grievant and a Union representative for discussion of the grievance.
- c. The Superintendent shall render his/her decision within ten (10) days of the discussion with the grievant, transmitting a written copy to the grievant and the Union.

4. Step Four – Written: Binding Arbitration

- a. Within ten (10) days after the receipt of the written decision, the Union may appeal the decision to binding arbitration under the rules of the American Arbitration Association.
- b. Powers of the arbitrator are subject to the following limitations:
  1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.

2. He shall have no power to establish salary scales or to change any salary.
3. He shall have no power to change any practice, policy or rule of the Board nor substitute his judgment for that of the board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
4. He shall have no power to decide any question which, under this agreement, is within the responsibility of the management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.
5. He shall have no power to interpret state or federal law.
6. He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
7. If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have no jurisdiction to act until the matter has been determined by a separate arbitrator. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
8. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent and then only if they are of similar nature.
9. Where no monetary loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
10. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.

c. General Principles:

1. The Board and the Union shall not be permitted to assert in arbitration any ground or to rely on any evidence not previously disclosed to the other party.
2. A grievance may be withdrawn at any level.

3. When hearings and conferences are held during duty hours, all persons who are requested to be present at the hearing or conference pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
  4. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
  5. Failure to initiate or process a grievance within the time limits specified shall deem the grievance as withdrawn. If administration fails to respond to a grievance within the time limits specified, the grievance shall move to the next step effective the date the timeline was surpassed.
  6. The Employer and the Union each shall bear the full costs for representative counsel in the arbitration.
  7. The arbitrator's fees shall be shared equally by the Board and the Union.
  8. The relevant facts comprising the issues to be arbitrated and the remedy or remedies sought shall be jointly stipulated by the Board and the Union, or if the parties are unable to agree to such stipulation, each party shall submit a written stipulation of the issues to the arbitrator in advance of the hearing.
  9. 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.
- G. No written grievance shall be resolved without prior notification to the Union and opportunity given to the Union to be present.
- H. There will be no reference to the filing of or participation in a grievance in the personnel file of a staff member.
- I. The Federation shall have no right to initiate a grievance in the name of a staff member or staff members.
- J. The Federation shall have no right to initiate a grievance in the name of a staff member or staff members.
- K. Notwithstanding the expiration of this agreement, any claim or grievance arising thereunder may be processed through the Grievance Procedure until resolution.

## ARTICLE XIII

### Leaves

#### A. Sick Leave

Each professional staff member will receive a bank of ten (10) paid sick leave days at the beginning of each full ESD year of employment to be used in case of personal illness, injury, or in the event of emergency illness of the family (herein defined as spouse, children, step-children, parents or any member of the immediate household). Staff members beginning after the start of the school year will have sick leave prorated for the first year of employment. Sick leave for other extended family must be requested in a conference with the immediate supervisor. Unused sick leave days shall accumulate up to and including 90 days.

In the event that a professional staff member resigns or otherwise has their employment terminated before completing the current contract, sick leave days for that contract year shall be pro-rated. Management reserves the right to request a doctor's statement from a physician that is agreeable to both parties. It shall be the responsibility of the ESD to pay for the physician's statement.

Notification of illness or sick leave should be given by the employee as soon as possible. Notification must be given to the central office by 8:15 a.m. or to Pied Piper by no later than 7:45 a.m. of each sick day.

Accumulated sick leave days may be used for personal illness or disability related to a staff member's pregnancy prior to delivery and immediately following the pregnancy period. If, in the opinion of a doctor, complications from the pregnancy have arisen necessitating more time off than the normal period of six weeks following delivery, the employee shall notify her supervisor of continued sick leave or shall file a request with her supervisor under All Other Leaves in this agreement.

In recognition of service to the Educational Service District, staff who have worked a minimum of six consecutive years as a professional staff member shall be eligible for the following cash awards:

1. Each year after the sixth year, the staff member shall be eligible for an amount equal to 35% of their daily rate of pay times the number of unused sick days for that year. Daily rate of pay shall be calculated by dividing the school year contractual salary by the number of contracted days worked.
2. If the staff member is not at the maximum number of days (90), the staff member can choose to either bank the days or receive the pay stipulated in step 1 above.

3. Payment will be made in the last regular pay of the contract period and is subject to all applicable taxes and deductions.

B. Work Related Injury Leave

In the event of work related injury, sick leave can be used up until the date Worker's Compensation payments start. Days the staff member is paid by the ESD Worker's Compensation carrier will not be counted against sick leave.

Continuation of insurance benefits will be provided for four monthly billing periods during the period in which the leave is granted. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy. Upon return from work related injury leave, the professional staff member shall be placed in his/her former position if that position exists or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist.

C. Leave Days

A staff member shall be granted up to two (2) days leave with pay per year. These days are to be taken in increments of full or one-half (1/2) days only. The employee must request the leave in writing and submit it to his/her supervisor. Unused leave days may be added to the employee's sick leave bank at the end of the year.

D. Education Leave

Any professional staff member who has been employed for seven (7) consecutive years by this district is eligible for an education leave for professional improvement for a period of up to two consecutive semesters. Education leave may be granted for any of the following reasons:

1. Formal study at an accredited college or university toward an advanced degree.
2. Research work under the guidance of competent research personnel.
3. Special program accepted by the Board of Education upon recommendation by the superintendent.

Education leave must be applied for four months prior to the date the leave would begin. The Board of Education shall act upon the education leave request within six weeks of the application being submitted. During said education leave, the staff member shall be considered to be employed by this district, shall advance on the salary schedule the same number of steps he/she would have advanced had he/she been regularly employed, and shall have a contract including all insurance benefits and providing compensation at the following rate:



1. Forty (40) percent of the regular salary. This amount is to be paid at regular payroll intervals during the education leave.
2. Twenty (20) percent of the regular salary payable only upon return to the district. This amount is to be paid within six weeks of the date of return.
3. Insurance and other benefits will be paid for the employee on leave in the same manner and subject to the same conditions as if the employee was working in the district.

Staff on education leave status shall be allowed credit toward retirement for time spent on such leave in accordance with rules and regulations established by the Public School Employee's Retirement Fund. A professional staff member shall indicate through a written agreement and promissory note the intention of returning to the ESD staff. Upon return from education leave, the professional staff member shall be placed in his/her former position, if that position exists, or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist. The granting of educational leave may be made upon review by a committee of peers and the Director of Special Education and upon the recommendation of the Superintendent and the authorization of the Board of Education. Only one Professional staff member will be granted an education leave during any given period of time.

E. Bereavement Leave

Staff members absent from duty because of a death in the immediate family (defined as: spouse, children or step-children, employee's and spouse's parents or step-parents, employee's and spouse's brothers and step-brothers, employee's and spouse's sisters or step-sisters and/or maternal or paternal grandparents or grandchildren) will be granted a paid leave of up to four (4) days per occurrence. Bereavement leave for deaths of other persons may be granted with the approval of Director of Special Education. These days are non-cumulative and are independent of sick days.

F. Child Care Leave

An unpaid leave of absence shall be granted upon application to any professional staff member for the purpose of caring for a newly-born or adopted child. The maximum initial leave period shall be for 12 calendar months. Continuation of insurance benefits will be provided for a maximum of four monthly billing periods during the period in which the leave is taken. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy. The initial leave period may be extended at the discretion of the Educational Service District Board upon request of the staff member.

The application for child care leave shall be filed with the immediate supervisor at least sixty (60) days prior to the commencement of the leave and shall include a specific date for termination of the leave. Failure to return from a child care leave on the date specified shall be conclusively deemed a resignation unless an extension is mutually agreed upon by the Board and staff member. Upon return from child care leave, the professional staff member shall be placed in his/her former position, if that position exists, or in a position of like and similar nature for which he/she is certified and qualified, if the former position does not exist. The leave shall be for the specific purpose of child care and can be revoked by Board action at a hearing if it can be proven that the staff member has obtained additional full-time employment, or if the staff member's spouse is unemployed and able to care for the child.

Length of continuous service will not be considered interrupted or affected by a child care leave. Experience credit for placement on the salary schedule and sick leave benefits shall be granted for that time actually worked during the year(s) in which leave was taken. Experience credit and sick leave benefits accumulated prior to the leave shall be maintained but shall not accrue during time off from work for child care leave.

G. Paternity Leave

A male staff member shall, upon his request, be granted up to five days leave during the first six weeks after his baby is born. He may use sick days to receive pay for these days off. Staff members may use their scheduled days off at this time as all or part of these five days or in addition to these five days by mutual consent of the staff member and the supervisor. If illness of the mother or baby occurs, leave will be granted according to sick leave policy.

H. Jury Duty Leave

In the event a staff member is required to serve jury duty, the person will be granted this paid leave.

I. All Other Leaves

If leaves other than those defined above are desired, each request must be made in writing and discussed with the Director of Special Education. Each case will be brought to the attention of the superintendent by the Director of Special Education and will be reviewed and a decision reached. In the event the request requires a change in the individual employment contract, the ESD Board will make the final determination.

Continuation of insurance benefits will be provided for four monthly billing periods during the period in which the leave is granted. A professional staff member shall be eligible to maintain insurance benefits for the balance of the leave period provided that he/she pays all premium amounts due. It is understood that continuation of insurance benefits shall be subject to terms and conditions of insurance company's policy.

J. Family Medical Leave Act (FMLA)

1. In compliance with the Family and Medical Leave Act (FMLA), eligible professional staff are entitled to up to twelve (12) weeks of leave (paid and unpaid combined), in the following cases:
  - a. The birth and care of a child (during the 12 months following the birth).
  - b. The adoption or foster care placement of a child with the employee (during the 12 months following the placement date).
  - c. In order to care for the employee's spouse, son, daughter or parent (as defined in the Act) if any of those individuals has a "serious health condition" (as defined in the Act).
  - d. Because of a "serious health condition" (as defined in the Act) that makes the employee himself/herself unable to perform the functions of his/her position.
2. It is understood that no loss of benefits (those earned prior to the leave) will be suffered as a result of use of leave under this section. However, such benefits shall not continue to accrue during any unpaid portion of such leave periods.
3. Length of continuous service will not be considered interrupted or affected by leaves under this section. Experience credit for placement on the salary schedule and sick leave benefits, shall be granted for that time actually worked and for any paid portion of the leave, during the year(s) in which the leave was taken.
4. Health Benefits: Premium payments for group health insurance shall be maintained by the Board of Education for the duration of leave as if the professional staff member continued in employment.

In the event a professional staff member elects not to return to work after an unpaid leave when it expires, the Board of Education reserves the right to recover health premiums paid for such unpaid leave periods.
5. Leaves granted under FMLA may be full time leaves, may be intermittent, or on a reduced schedule basis, based on medical certification substantiating the need for such intermittent leave.
6. Advance notice of not less than (30) days must be given if the requested leave is for the birth, adoption or foster care placement. It is expected that for other leaves as may be requested under FMLA, the employee will make "reasonable effort" to schedule treatments so as to not disrupt the operations of the district, subject to the approval of the involved health

care provider. Such leaves shall be requested 30 days in advance, or as soon as such notice is practicable.

7. The Board of Education reserves the right to request and receive verification from the employee's health care provider that the employee is able to resume work.
8. Upon return from leave granted under this section, the professional staff member shall be placed in his/her former position/assignment, if it exists, or in a position/assignment of like and similar nature for which he/she is certified/qualified if the former position/assignment does not exist.
9. FMLA leave of absence shall be subject to and administered in accordance with FMLA and FMLA regulations. Limitations found under Section 108 of the FMLA "Special Rules Concerning Employees of Local Educational Agencies" shall apply. The Board reserves all rights granted to districts under the FMLA. It is agreed that FMLA leave shall run concurrently with other leaves as provided in this agreement and is not intended to be an additional leave.

#### **ARTICLE XIV**

##### **Negotiations Procedures**

- A. Either party may request to amend sections of this agreement by submitting such request to the other party in writing.
- B. Negotiations for a new agreement shall begin at a time, date, and place mutually determined by the Board and the Union but not later than February 1 of the expiration year of the contract. Either party may initiate such request and negotiations shall proceed at the earliest time practicable following the request.
- C. Neither party shall have any control over the selection of the bargaining representatives of the other party and each party may select its representatives from within or outside the school district. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Board and by a majority of the membership of the Union, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such final ratification.
- D. Ratification of a contract between the Board and Local 4693 is to be determined solely by the Board and Local 4693 membership.

## **ARTICLE XV**

### **Administration-Federation Study Committee**

An Administration-Federation Study Committee is hereby established for the purpose of reviewing matters affecting professional staff and for maintaining regular communication between the Federation and the Administration.

The Committee shall be composed of three Federation members and the Superintendent. Ad Hoc Sub-committees may be created and supervised by the Administration-Federation Study Committee to consider specific problems. The initial meeting of the committee shall be called within fifteen (15) school days of whatever date one of the parties submits an agenda to the other party.

The Superintendent agrees to accept, reject or refer for further study the Administration-Federation Study Committee's agenda items.

## **ARTICLE XVI**

### **Calendar**

Calendars for the 2011-2012, 2012-2013 and the 2013-2014 school years shall be developed and mutually agreed upon by both parties.

#### **A. Regular Calendar**

Calendars for all staff shall include 183 work days and 183 scheduled days. The regular work day shall consist of seven hours. If additional work days are required by state or federal mandates, staff working those additional days shall be compensated at their per diem rate (Master Agreement salary schedule salary figure divided by 183).

Subject to approval by the immediate supervisor and the Board of Education (or its designee), each professional staff member may elect to spend three overnights at conferences/workshops. Any conference or workshop attended at the request of administration will not be counted against the three overnights.

#### **B. Emergency School Closings**

In the event that a school closing prevents a professional staff member from reporting to his/her assigned school, the staff member shall report to the Educational Service District office unless otherwise instructed by the supervisor.

If Pied Piper is closed, professional staff must report to Pied Piper, unless otherwise instructed by the supervisor.

If a professional staff member is unable to report because of inclement weather, the staff member shall call in and indicate to the supervisor whether a sick day or a leave day is to be used for the absence.

In the event that the Educational Service District office is closed, all professional staff will be excused.

C. Other Schedules

Should a professional staff member not be able to follow the professional staff calendar because of school schedules or other extenuating circumstances, the supervisor and staff member may agree, in writing to a change. This change must be agreeable to both parties and copies must be filed with the personnel office, the union and the staff member within five days of this agreement.

D. Other Scheduling

The school district may reschedule days lost in ESD programs which the state does not count as days of student instruction. The rescheduling of these lost days shall not entitle the employees to additional compensation unless the staff member(s) work more than the total number of working days provided in the calendar.

## **ARTICLE XVII**

### **No Strike Clause**

During the term of this agreement, the Federation shall not authorize, cause, or engage in, or sanction any employee or group of employees, strikes, picketing, or refusal to perform the duties of employment by any employee or employees and no employee shall cause or participate in a strike, picketing or refusal to perform the duties of his/her employment.

The Board shall have the right to discipline any employee for taking part in any violation of this Article to the maximum extent provided by law.

If the Federation or any employee does not adhere to or abide by this Article, the Federation or the employee(s) in violation shall be liable for any and all damages, injuries and cost incurred by the employers for work stoppages and strikes other than for unfair labor practices.

This Article is in effect during the life of this agreement and any mutually agreed extension thereof.

The Federation will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his contractual duties, or who refuses to participate in any of the activities prohibited by this Article.

## ARTICLE XVIII

### Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Federation, for the life of this agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with the respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## ARTICLE XIX

### Miscellaneous

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- B. Four (4) original signed copies of this agreement shall be provided, with the Board receiving two (2) and the Federation receiving two (2). The Board of

Education shall provide each member of the bargaining unit with one photocopy of this agreement at no cost. Additional copies may be duplicated and distributed at a cost determined by the Board. New employees shall be covered by the same terms.

ARTICLE XX

Duration of Agreement

This agreement represents the entire agreement between the Board and the Union in respect to wages, hours, and other conditions of employment which shall prevail during its term. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the Board and Union.

This agreement is subject to amendment, alteration, or addition only by written agreement between the parties. The waiver of any breach, term or condition of this agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Board shall deal with all matters not expressly covered by this agreement through the exercise of its management rights without prior negotiations during the term of this agreement.

This agreement shall become effective in full force on August 26, 2011 and remain in force until 12:00 a.m. midnight, August 26, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on this 30th day of May, 2011.

AMA Federation of Teachers

Board of Education

By [Signature]  
Chief Spokesperson

By Brian Wilmet  
Chief Spokesperson

By [Signature]  
Negotiations Representative

By Sue Boultke  
District Negotiator

By James McClinton  
Negotiations Representative

By Tony Smart  
District Negotiator