

**MASTER AGREEMENT**

**BETWEEN**

**THE WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT**

**AND**

**THE FEDERATION OF WASHTENAW  
INTERMEDIATE SCHOOL EMPLOYEES**

**UNIT I**

**LOCAL 3760 AFT MICHIGAN**

**THREE YEAR CONTRACT 2013-2016**

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## ARTICLE 1

### Recognition of the Federation

- 1.1.1 The Employer recognizes the Federation as the sole and exclusive bargaining representative for the Aquatic Specialist, Teaching Assistant with interpreting skills (minimum of level QA 2, or equivalent certification), Licensed Practical Nurse, and all teaching assistants, and excluding administrators and all other employees.
- 1.1.2 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 for ninety (90) working days or more shall be considered to be members of the bargaining unit and shall be subject to all terms and conditions of this agreement. Substitute teaching assistants employed to fill extended child care leaves will not be considered to be members of the unit. For the purpose of this section, time worked in the summer program shall not be counted as part of the ninety (90) working days.
- 1.1.4 Regularly scheduled employees working half time or more shall be members of the bargaining unit with prorated salary and prorated benefits.
- 1.1.5 Regularly scheduled employees working less than half time shall not be considered members of the bargaining unit. Such employees may substitute for absent bargaining unit members and such substitute time shall not be counted as part of the half time.
- 1.1.6 The status of regularly scheduled part time employees will be reviewed annually with the Federation, no later than May 1<sup>st</sup> of each year, in preparation for staffing for the next school year.

## ARTICLE 2

### Effect of Agreement

- 2.1.1 The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.1.2 If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s).
- 2.1.3 Should an emergency financial manager be appointed to the District under the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531, they shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531.
- The citation for this provision is in the Public Employment Relations Act, MCL 423.215, subsection (7).
- 2.1.4 An Implementation Committee, composed of representatives from the Employer and the Federation, will meet on a regular basis to review the effectiveness of the contract and to attempt to prevent and resolve problems that might arise in its implementation.

## ARTICLE 3

### Negotiations Procedure

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

## ARTICLE 4

### Management Rights

- 4.1.1 The Board hereby retains and reserves unto itself all powers, rights, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:
- 4.1.2 The executive management and administrative control of the Washtenaw Intermediate School District, its properties, equipment, facilities, and operations and to direct the activities of its employees.
- 4.1.3 Hire all employees and, subject to the provisions of the law and contractual agreements with the Federation, to determine their qualifications and the conditions of their employment or their dismissal and to promote, transfer and assign all such employees and to determine the size of the work force.
- 4.1.4 Establish or revise policies and adopt reasonable rules and regulations.
- 4.1.5 Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business not in conflict with the specific provisions of this Agreement.
- 4.1.6 Determine the services, supplies, and equipment for its operation and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- 4.1.7 Determine the number and location or relocation of its facilities, establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of buildings or other facilities.
- 4.1.8 Determine the placement of operations and the source of materials and supplies.
- 4.1.9 Determine the financial policies, including all accounting procedures and all matters pertaining to public relations.
- 4.1.10 Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.
- 4.1.11 The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.



## **ARTICLE 5**

### **Federation Rights**

#### **Section 1 - Use of Buildings**

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

#### **Section 2 - Federation Business**

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

#### **Section 3 - Information**

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

#### **Section 4 - Federation Representative**

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

#### **Section 5 - Use of Supplies**

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

#### **Section 6 - Bulletin Boards**

- 5.8.1 The Employer shall provide the Federation with the use of one (1) bulletin board in the employees' lounge of each building and use of the Employer's e-mail system subject to the Employer's acceptable use policy.
- 5.8.2 Notice shall be limited to the following:

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

## **Section 7 - Board Minutes**

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

## **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 Federation.
- 6.1.3 The Federation agrees to admit all bargaining unit members to membership without discrimination on the basis of disability, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.
- 6.1.4 The Employer, recognizing that well qualified and able staff is a prerequisite to quality educational programs, agrees to seek out and recruit staff members who fulfill these requirements.

#### **Section 2 - Personal Freedom**

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

## ARTICLE 7

### Grievance Procedure

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

#### Section 1 - Definition

- 7.1.1 A grievance is a complaint that there has been a violation, misinterpretation, misapplication of any provision(s) of this Agreement and/or any complaint that a policy has been interpreted improperly as it pertains to this Agreement.
- 7.1.2 An aggrieved person shall mean any member of the bargaining unit, or the Federation on its own behalf, making the complaint.
- 7.1.3 Whenever the term employee is used, it is to include any member or members of the bargaining unit.
- 7.1.4 Whenever notice is used, it is meant that such be written notice to grievance Chairperson, grievant, building representative, and Board representative.
- 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 building administrator, it may be initiated at Step 3 of this procedure.
- 7.2.3 Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- 7.2.4 When hearings and conferences are held during duty hours, with the approval of the administrator, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
- 7.2.5 Forms for filing and processing grievances shall be given appropriate distribution by the grievance Chairperson so as to facilitate the operation of the grievance procedure.
- 7.2.6 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7.2.7 Failure by the employee and/or the Federation at any step of this procedure to appeal a decision within the specified time limits shall terminate the grievance.
- 7.2.8 Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.

- 7.2.9 The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced in writing and signed by the parties.
- 7.2.10 No grievance(s) may be filed by an employee or by the Federation on behalf of any employee who is for any reason no longer an employee of the district.
- 7.2.11 The termination of services or failure to reemploy any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this section.

### **Section 3 - Procedure for Adjustment of a Grievance**

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

#### **Step 1 - Informal Conference**

- 7.3.2 A complaint shall first be identified 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 Federation representative;
- 7.3.5 Through the Federation representative if the employee so requests;
- 7.3.6 By the Federation representative in the name of the Federation.

#### **Step 2 - Written Procedure #1**

- 7.3.7 In the event the matter is not resolved informally, the grievance, stated in writing on the form provided for such purpose, may be submitted to the immediate supervisor within twenty (20) days following the discovery by the aggrieved party of the act or condition which is the basis of the grievance:
- 7.3.8 By an employee accompanied by the appropriate Federation representative;
- 7.3.9 By the Federation Representative;
- 7.3.10 By the Federation representative in the name of the Federation.
- 7.3.11 Within five (5) work days after receiving the written grievance, the immediate supervisor shall meet with the grievant and the Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance in writing within three (3) working days after such meeting and shall furnish a copy of his/her decision to the Federation representative and the grievant.

### **Step 3 - Written Procedure #2**

- 7.3.12 If the grievance is not resolved in Step 2 or if no disposition has been made within the required time limitation, the grievance may be transmitted to the Superintendent within five (5) work days after the answer from Step 2 or five (5) days after expiration of the time limit, whichever is later. 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 Federation 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 Federation. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

### **Arbitration**

- 7.3.13 If the grievance is not resolved at Step 3 above, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement, either the Federation or the Board, may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Federation president as the case may be, and the American Arbitration Association ten (10) days after receipt of the answer in Step 3. If no such notices are given within the ten-day period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved, and the Board.
- 7.3.14 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.
- 7.3.15 The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- 7.3.16 The Arbitrator shall not make any decision which requires the Board to reinstate or reemploy any probationary employee.
- 7.3.17 The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.3.18 The expenses of and the compensation for each and every witness and representative for either the Board or the Federation shall be paid by the party producing the witness or having the representative. The fees and expenses of the arbitrator including the expense of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Board for the decision rendered.
- 7.3.19 The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by this Agreement, shall be final and binding upon the Federation, the employee(s) involved, and the Board.

## **ARTICLE 8**

### **Evaluations and Observations**

#### **Section 1 - Employee Evaluations**

- 8.1.1 All employees, upon employment and at the beginning of each school year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- 8.1.2 Evaluation will be conducted by the employee's immediate supervisor or an administrator familiar with the employee's work.
- 8.1.3 The overall evaluation for employees will be based upon the sum total of employee activities including those formally observed in scheduled observations.
- 8.1.4 The parties agree to form a collaborative committee to resolve issues regarding the implementation of the Teaching Assistant Evaluation and Professional Development Plan.

#### **Section 2 - Employee Observations**

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

#### **Section 3 - Procedures**

- 8.3.1 In the beginning of each school year, supervisors will establish an annual evaluation conference schedule. Evaluation conferences, by mutual agreement, may be scheduled outside the regular work day. All required observations in any evaluation year will be given advance notice.
- 8.3.2 No later than three (3) weeks after the observation, the Employee will receive written feedback on the observation. A conference will occur at a mutually agreed upon time and place.
- 8.3.3 At said conference, and on the written evaluation, the administrator will avoid generalities and specifically point out the employee's strengths and weaknesses and suggestions for improvement.
- 8.3.4 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.
- 8.3.5 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 unless initialed by both parties.
- 8.3.6 Copies of evaluations shall be furnished to prospective employers upon request of the employee and at employee's expense.

## ARTICLE 9

### Reprimands and Discharge

#### Section 1 - Reprimands

- 9.1.1 Disciplinary interviews and reprimands will be considered in private. An affected employee will, however, have the right in all such instances to request the presence of a local Federation representative of his/her choice at said interview, and when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of his/her choice at said meeting. The right to choose a representative shall not be used to unnecessarily delay the interview process.

#### 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 his/her length of continuous service with the Board since his/her initial hiring date. "Initial hiring date" shall mean the date upon which the employee first reported for work as a full-time employee at the instruction of the Board.
- 10.1.2 Employees shall accumulate seniority in each regular one-hundred-eighty-four (184) day school year by the following percentage of days actually worked.
- |                                 |                |
|---------------------------------|----------------|
| 75% - 100% - one (1) year       | (139-184 days) |
| 50% - 74% - one-half (1/2) year | (93-138 days)  |
| 0% - 49% - zero (0)             | (0-92 days)    |
- 10.1.3 Absences for the following reasons shall not be deducted from days worked for seniority purposes: sick leave, personal leave, jury leave, and approved short-term leave without pay. All other absences including long-term medical, educational leave, extended child care leave, disciplinary leave, unauthorized leave without pay, and leave to serve in public office shall be deducted from seniority.
- 10.1.4 In the event an employee is transferred to a position outside the bargaining unit, he/she shall have his/her seniority frozen. Employees returning to the bargaining unit shall retain all rights provided for in this Agreement.
- 10.1.5 There shall be no seniority for probationary employees. New employees hired under this Agreement shall be considered as probationary employees for the first ninety (90) work days of their employment excluding optional summer employment. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be assigned by the Employer at that time.
- 10.1.6 The Employer will maintain an up to date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30th of each year and changes, as they occur, will be furnished to the Federation. The Federation will provide representatives to review the list prior to posting and an electronic copy will be sent to the Federation president and vice president.
- 10.1.7 Notwithstanding the above, an employee who has been off work for a work-related disability shall continue to accrue seniority for two (2) years.
- 10.1.8 An employee shall lose his/her seniority for the following reasons:
- 10.1.9 He/she quits or retires;
- 10.1.10 He/she is discharged and the discharge is not reversed through the Grievance Procedure;
- 10.1.11 He/she fails to return to work within ten (10) calendar days after the issuance by the Board of notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

10.1.12 It is understood and agreed that in the event of a curtailment of the work force, the unit Vice President shall be required to exercise his/her actual seniority under the terms of this Agreement, until such time as actual seniority will no longer permit him/her to remain at work in the district, at which time the seniority clause provided for in this paragraph may be invoked. Notwithstanding his/her position on the seniority list, the Vice President of Unit I shall, in the event of layoff for lack of work, be continued at work so long as there is a job within the district in Unit I which he/she has the ability to perform. He/she shall be recalled to work following a layoff in the first open job for which he/she is qualified.

## **ARTICLE 11**

### **Layoff and Recall**

#### **Section 1 - Layoff**

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

#### **Section 2 - Recall**

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

## ARTICLE 12

### Personnel Records

- 12.1.1 By appointment with Personnel Services, a staff member shall be allowed to review the contents of his or her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- 12.1.2 No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.
- 12.1.3 Any material not shown to an employee and initialed by him/her (which initially shall signify only that the employee has read the material and not that he/she necessarily agrees with the contents) within ten (10) days after receipt shall not be permitted as evidence in grievance or any disciplinary action against such employee.
- 12.1.4 If the affected employee refuses to initial material shown to him/her, management has the right to use said material if it has attempted to obtain the employee's initials in the presence of a Federation representative.
- 12.1.5 Each personnel file shall contain a log that documents the name of each individual who reviewed the file and the date of the review.

## **ARTICLE 13**

### **Personnel Procedures**

#### **Section 1 - Assignments**

- 13.1.1 Each permanent employee shall be notified of his/her assignment in writing at least ten (10) days prior to the beginning of the school year, provided the assignment has been changed. In the event of a change made necessary by late resignation of Unit personnel, the ten-day notice may be waived.
- 13.1.2 Employees may request a change of assignment in writing to the Director, Human Resources. When staff reorganization occurs within a site with multiple classrooms, the building supervisor will review change of assignment requests.
- 13.1.3 If an employee volunteers to accept a special assignment, for up to 90 days, he/she will be paid an additional \$8 a day.

#### **Section 2 - Vacancies**

- 13.2.1 A vacancy is defined as a position created by expansion, resignation, discharge or as the result of transfer during the regular school year which the Employer has determined to be filled.
- 13.2.2 All vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. The Employer shall seek input on program needs from employees in the departments involved. Formal training is defined as completion of state board CEUs, college or university credit as defined in 20.2.2 or completion of agency training as part of 18.4.2.
- 13.2.3 Where the qualifications of two or more applicants for the opening, from within the district, are found to be substantially equal, the vacancy shall be filled by the applicant with the longest seniority in the district.
- 13.2.4 If a qualified employee is on layoff status, that employee will be recalled to fill a vacancy subject to the provisions of Article 13.3 and 13.4.
- 13.2.5 Vacancies will not be filled until ten (10) days after posting, notification, mailing or enclosure.
- 13.2.6 The hiring process will include consideration of current substitutes when filling vacancies to expedite the process. Along with examination of other qualifications, the administration shall consider input contained in substitute evaluation forms submitted by staff members as a part of the hiring process. Final decisions on filling a vacancy rest solely with the administration.
- 13.2.7 When a teacher assistant vacancy occurs, the supervisor will make reasonable effort to consult with involved assistants regarding the needs of the classroom. Any meeting arranged by the supervisor to gather this input shall not be considered a staff meeting for the purposes of Article 18, Section 4.

### **Section 3 - Notification**

- 13.3.1 Whenever a vacancy occurs, the Employer shall give written notice to the Federation prior to postings. Vacancies will be posted internally for ten (10) days. If an internal candidate is not selected, the Employer will then post the vacancy externally. The Employer shall be responsible to electronically communicate the vacancy notice to each member's work e-mail address.
- 13.3.2 In addition to posting, notification of unit positions becoming available between June 15 and September 1 will be electronically communicated to all members of the unit. During this period, at the request of the employee, postings shall be sent by mail. It is the responsibility of the employee to notify Human Resources of this request and provide a current mailing address.
- 13.3.3 The Employer will take steps to attempt to fill vacancies within twenty (20) working days after the internal posting expires. In cases where this cannot be accomplished the Employer will notify the Federation that it cannot meet the deadline and provide a written reason.

### **Section 4 - Application**

- 13.4.1 A Unit I employee applying for an opening shall apply in writing. At the conclusion of ten (10) day internal posting period, all internal applicants shall receive a copy of the job description and be granted an interview by the appropriate administrator or supervisor. If a unit member who applies is not selected to fill the opening, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.
- 13.4.2 Employees with specific interests in possible vacancies that may occur during the summer will notify the Personnel Services office of their interest, in writing, before the last day of the school year and shall include the address where they can be contacted during the summer.
- 13.4.3 Should a summer vacancy occur, the Unit I members who have expressed interest in applying for the position shall be notified by letter.
- 13.4.4 It shall be the responsibility of the contacted employee to notify the Human Resources office, in writing, of continued interest within seven (7) calendar days after notification.
- 13.4.5 The Employer continues its support of a policy of promotions from within its own staff.

### **Section 5 - Involuntary Transfers**

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

### **Section 6 - Second Semester Vacancy**

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

### **Section 7 - Summer Employment Practices**

- 13.7.1 By April 15, the employer shall survey the Unit I staff to determine which employees are interested in summer employment.
- 13.7.2 The Employer shall notify all employees no later than May 15 of each school year of the summer positions that are available, if known. If operation of summer programs cannot be determined at this date, the Employer will give the Federation a written explanation as to the reasons.
- 13.7.3 Each employee shall notify the Employer in writing no later than ten (10) work days after notification of summer positions available of his/her desire of summer employment with the agency. The Employer shall post a list of employees selected to staff summer positions no later than twenty (20) working days after employee notification of desire for summer employment.
- 13.7.4 Summer vacancies shall be filled by the most qualified applicant. For the purpose of this agreement, qualifications shall be considered to be the function of formal training and applicable (or related) work experience. Documented unsatisfactory attendance patterns may be grounds for denial of summer employment. Where there is reasonable doubt regarding the relative weighing of these factors with respect to the qualifications of two or more applicants, the Employer shall resolve the issue unilaterally. If a Federation member who applies is not selected to fill the summer vacancy, the member shall receive, on request, a written statement as to the reasons for selection of the successful candidate.
- 13.7.5 Summer program employees shall be paid at their daily rate of pay for the school year most recently completed to a maximum of step 5 multiplied by the number of days they are required to work during the summer program.
- 13.7.6 Persons hired for the summer program who are not regular WISD employees during the school year will be paid at the administration's discretion during the summer program. Such persons are not eligible for payment of any fringe benefits.
- 13.7.7 Beginning with the 2009 summer program, Article 14, section 4 does not apply to summer employment.

### **Section 8 - Position Sharing**

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

- 13.8.5 Any full-time opening created by Unit 1 members moving to a job sharing situation shall be considered an opening.
- 13.8.6 Full insurance coverage will be available to position sharers. The cost to the Board for both position sharers' coverage will not exceed the maximum cost of one complete family package.
- 13.8.7 Sick leave and personal days will accumulate at one-half rate.
- 13.8.8 Each job sharer shall be classified as a part-time Federation member. Seniority will accrue at one-half the regular rate.
- 13.8.9 In terms of any business between the Federation and Employer, "work days" for the job sharers will mean district work days.
- 13.8.10 In the event that one of the job sharers leaves during the school year, the resulting half-time opening shall, unless the remaining job sharer requests the resulting full-time position, not be considered an opening but shall be filled on a temporary basis until the end of the school year, at which time the situation shall be re-evaluated.



## **ARTICLE 14**

### **Leaves of Absence**

#### **Section 1 - Special Leave**

- 14.1.1 After an employee has been employed for two (2) years or more, the employee may be granted up to a one (1) year leave of absence without pay or fringe benefits subject to approval of the Superintendent of Schools or his designee for the following reasons:
- 14.1.2 Prolonged illness, employee's immediate family.
- 14.1.3 Illness of the employee.
- 14.1.4 Leave of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and the Employer.
- 14.1.5 Written application for such leave shall be made by such employee to the Director, Human Resources. In computing service to determine the employee's position on the salary scale, the time spent on leave shall not be counted as active service. Employees returning from leave of absence will be entitled to fill the first opening for which they are qualified.
- 14.1.6 Employees with five (5) or more years of service, who have an approved leave of absence for physical or mental illness or injury covered under Section 14.11.1 will have hospitalization/surgical/major medical insurance (if they have elected such benefits) continued at Employer expense for a period of one (1) year.

#### **Section 2 - Leaves of Absence for Public Office**

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

#### **Section 3 - Extended Child Care Leave**

- 14.3.1 The Employer shall grant to an employee an extended child care leave provided that the employee applies in writing to Personnel Services 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.
- 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, and may be extended up to a maximum of two years with Employer approval.
- 14.3.3 The employee 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 he/she can continue his/her regularly assigned responsibilities. The Employer may require a doctor's statement to this effect. A similar condition is effective upon return to employment.
- 14.3.4 During a child care leave, an employee's hospitalization insurance shall be continued at Employer 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 employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.
- 14.3.7 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.

#### **Section 4 - Sick Leave**

- 14.4.1 Each employee shall be entitled to accumulate sick leave at the rate of 1-1/2 days per month of employment up to a maximum of 15 days per school year. This provision does not apply to summer employment practices in Article 13.7.
- 14.4.2 A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon retirement to the employee at 50% of the teaching assistant substitute rate in effect at the time of retirement. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed \$7,000 provided a ninety (90) day notice is given before June 30. This notice may be waived by the Superintendent.
- 14.4.3 A terminal leave payment of all accumulated unused sick leave above 120 days will be paid upon resignation to the employee at 50% of the teacher assistant substitute rate in effect at the time of resignation. The payment shall not exceed \$3,000 provided a ninety (90) day notice is given before June 30.
- 14.4.4 Sick leave shall be defined as:
  - 14.4.4(1) Personal illness of the employee due to infectious disease, contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
  - 14.4.4(2) Serious illness or injury in the immediate family of fifteen (15) days in a three-year period, without the approval of the administration.
  - 14.4.4(3) Up to five (5) days may be taken for bereavement in the immediate family. Up to three (3) of the five bereavement days may be taken for bereavement for persons of significance to the employee other than family as defined in 14.4.6 provided such use is pre-approved for each day used by the employee's supervisor. Bereavement days shall not count against the definition of acceptable use of sick leave for purposes of Article 20.3.1. Additional days may be approved for extenuating circumstances at the discretion of the Superintendent.

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

- 14.4.5 For purposes of 14.4.4(1) and 14.4.4(2), immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step parents, stepchildren, members of the employee's household. The employer shall have the right to request whatever documentation it feels is necessary to determine the person in question meets the above definition.

- 14.4.6 For the purposes of 14.4.4(3), immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, stepparents, stepchildren, stepsiblings, members of the household or members of the households parents.
- 14.4.7 Acceptable usage of sick leave will be considered five (5) days or less per year (July 1 - June 30). The lack of a pattern of regular and predictable attendance shall be justification for a conference with the supervisor. Medical documentation may be required for absences beyond seven (7) days per year. A mandatory conference with the supervisor will be held for absences beyond seven (7) days per year. Absences beyond ten (10) days per year may be grounds for disciplinary action. A pattern of unacceptable use of sick leave may result in the use of Article 9, Section 2. Acceptable use for full-time summer program employees shall be considered 6 days or less.
- 14.4.8 For an employee who has a ten (10) year pattern of acceptable use of sick leave; the employee may request in writing that disciplinary records related to attendance problems be removed from the employee personnel file.
- 14.4.9 An employee who has successfully achieved the practitioner level shall have his/her sick days credited, effective the first day of each school year. An employee leaving the system who has used more than his/her accumulated sick leave, as defined in 14.4.1, shall be docked in pay the difference between used sick leave and properly earned accumulation.
- 14.4.10 The current record of accumulated sick leave days will be available in an electronic format to the vice president for inspection on a monthly basis.
- 14.4.11 No more than two (2) days of accumulated sick leave may be used for the purpose of observing recognized religious holidays of the staff member's personal faith. If the staff member has no leave time beyond that allowed by this section to use for this purpose, then he/she will be asked to take a day without pay. When sick time is used for this purpose, staff will provide notification during the first two (2) weeks of the school year to their immediate supervisor. Final approval for the use of sick time for this purpose will remain with the immediate supervisor after consultation with the Director, Human Resources.
- 14.4.12 For legally required attendance due to subpoena, the employee may use up to two (2) days of sick leave. In order to qualify for this provision the individual must provide the Employer with documentation of the subpoena. Additional days may be approved at the discretion of the Superintendent.

#### **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.

#### **Section 6 - Short-term Unpaid Leave**

- 14.6.1 An employee who has at least one year seniority shall be eligible for one unpaid leave of up to five (5) consecutive days each year.
- 14.6.2 A written request stating the exact dates for the leave will be submitted to the immediate supervisor not later than two (2) weeks prior to the commencement of the leave. The supervisor shall approve or disapprove the request in writing within one (1) week of receipt of request. Employee shall receive, upon request, a written statement as to the reasons for disapproval.

- 14.6.3 In the event there is a conflict between the requests of two (2) employees, the supervisor shall resolve the conflict. In making the judgment, the dates the request were submitted and the employee who had been on leave most recently will be considered.
- 14.6.4 This section does not apply to summer employment practices in Article 13.7.

#### **Section 7 - Personal Business Leave**

- 14.7.1 Each employee who has completed the probationary period shall be allowed up to two (2) days per school year for personal reasons provided that the immediate supervisor shall be notified in advance of requested leave time. Personal business leave shall not be granted on the day immediately before or after a holiday or vacation period. In the case of an emergency, the Director, Human Resources or his/her designee may approve a personal business day for the employee. Unused personal business days shall be added to sick leave at the end of the fiscal year.

#### **Section 8 - Gainful Employment**

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

#### **Section 9 - Jury Duty**

- 14.9.1 An employee who serves on Jury Duty shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over to the Employer the amount received for Jury Duty on the days when the employee would otherwise have been undertaking regular assigned work in the district. The employee shall not be penalized in loss of sick days or other benefits for absences in such service provided a statement from the court certifying the days of service is filed with Business Services.
- 14.9.2 The Board reserves the right to ask to have the employee excused from Jury Duty and the employee agrees to assist the Board in this effort if requested.

#### **Section 10 - Return from Leave of Absence**

- 14.10.1 Requests for reinstatement following a leave, for any reasons, shall be filed in the Human Resources office on or before April 1, for the ensuing year. Nothing contained herein shall obligate the Board to reinstate any employee returning from leave if such a request for reinstatement is not filed on or before the above date. Contained within the approval for a leave will be notification of the April 1<sup>st</sup> deadline.
- 14.10.2 An employee returning from a leave of absence, where seniority has been frozen, will not be guaranteed his/her former assignment, but will be placed in the first available position in Unit I for which he/she is qualified.
- 14.10.3 In Board approved leaves of absence for a period of less than ninety (90) work days, the employee shall have the right to return to the position which he/she left without loss of status.

## **Section 11 - Employment-Related Absences**

- 14.11.1 Absence due to injury suffered in the course of employment or occupational disease shall not be charged to the employee's sick leave. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to insure that all medical costs in connection with work-related injuries shall be paid so that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act. The Employer shall pay to an employee who is injured in the course of employment the difference between such employee's salary at the time of injury and the weekly benefit received under terms of the Michigan Workers' Compensation Act. Once a return to work recommendation is received by the Employer and is disputed by the employee, a full sick leave deduction shall be made to maintain full salary if the employee is eligible for Workers' Compensation benefits or, at the employee's request, if the employee is eligible, the employee shall receive the Workers' Compensation payment only. If the employee has no sick leave, and if the employee is eligible, the employee shall receive the Workers' Compensation payment only. Resolution of an appeal process in favor of the employee shall reinstate any sick leave deduction or the difference in compensation between the weekly benefits received under terms of the Michigan Workers' Compensation Act and the employee's salary. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

## **Section 12 - Unpaid Education Leaves**

- 14.12.1 An unpaid educational leave without fringe benefits may be granted at the discretion of the Employer to an employee who has successfully achieved practitioner level and has three (3) years of service with the district and who has had acceptable attendance as defined in Article 14.4.9. The employee must submit a written request for such leave to the school district's Human Resources office at least forty-five (45) days prior to the start of the leave. When such leave is approved for less than ninety (90) work days, the employee shall have the right to return to the position which he/she left without loss of status. In the event the unpaid educational leave is greater than ninety (90) work days, the employee will be entitled to be placed in the first available position in Unit I for which he/she is qualified.
- 14.12.2 Under a pilot program beginning July 1, 2015, employees with five (5) or more years of service to the District, who have an approved educational leave not to exceed four months will, upon request, receive at the Employer's expense an amount to be used towards health insurance coverage equal to the current cap amount for coverage for a single person. This benefit is only available to a maximum of three (3) employees during the contract period July 1, 2015 to June 30, 2016 on a first come first serve basis. Should the employee not return to employment with the District at the end of said leave and work 1) through the end of the first semester of the school year if they were on leave the first semester, or 2) through the end of the first semester of the next school year if they were on leave the second semester, he/she shall be required to reimburse the Employer for the amount the Employer contributed toward their health coverage during said leave.

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

## ARTICLE 15

### Section 1 - Reporting Absences

- 15.1.1 Employees shall be individually responsible for notifying a designated person when the employee will be absent from school, in order to give the employer time to call in substitutes. Such notification shall include the reason for absence. In emergency situations, where the employee could not possibly have anticipated the absence ahead of time, such notification must be made at least 45 minutes prior to the start of the scheduled work day.

## ARTICLE 16

### Section 1 - Substitutes

- 16.1.1 A list of available substitutes shall be drawn up and made available to regular employees and, where possible, regular employees shall recommend their preferences from the list.
- 16.1.2 The list of available substitutes shall contain at least five (5) active substitute teachers and seven (7) active substitute teaching assistants from which to fill daily vacancies caused by regular employee's illness or use of personal leave. The Employer will make efforts to maintain the list at those numbers throughout the school year.
- 16.1.3 Management will develop a written procedure to be followed by teaching assistants in those emergency situations where a certified teacher substitute cannot be found to direct the daily activities of the classroom.
- 16.1.4 Unit I members who apply and qualify for Michigan substitute teacher certification and who serve in an emergency situation (as defined in 16.1.3) at the request of the supervisor shall be compensated at the Unit II BA Step 1 daily rate. A reasonable opportunity to participate will be made available for all staff who qualify. Invoking this provision does not affect the ability of a Unit I member in the program for qualifying under 16.1.6, provided that it is not an individual within the same classroom.
- 16.1.5 In no event shall a person who is non-certified under Michigan Law be placed in charge of a classroom.
- 16.1.6 When no teacher substitute can be found for a given classroom by the building administrator, those teaching assistants assigned to that classroom will be paid \$13 per day. This amount will be beyond their wage scale which will be determined by the Master Contract Agreement.

## 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 CEPI or current state reporting system and local media outlet station. In the event that the employee's place of work is closed, employees are not required to report for work, unless instructed to report in the closing announcement. Staff members not reporting when required shall have the day charged to Personal Leave or to Sick Leave if Personal Leave is exhausted.
- 17.1.2 State required make-up days will be worked without additional compensation.



## **ARTICLE 18**

### **Work Schedules**

#### **Section 1 - Work Schedules**

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

#### **Section 2 - Employee Calendar**

- 18.2.1 Staff will work one hundred eighty-four (184) days each year of this agreement, which includes a maximum of four (4) days designated as staff development, and records days. One (1) of these days will be designated as staff/classroom preparation day.
- 18.2.2 Employees assigned to a classroom program in a local district shall work the teacher schedule in that district, but not to exceed 37.5 hours per week, except under 18.4.1. and 18.4.2.

#### **Section 3 - Work Week**

- 18.3.1 The teaching assistants assigned to the High Point Center or any of its out center programs shall be required to work a five-day, 37.5-hour work week excluding lunch.
- 18.3.2 Assistants who do not have a designated duty-free lunch period shall have a fifteen (15) minute period of duty-free time scheduled within the instructional day.
- 18.3.3 Work schedules, according to the above stipulations, shall be developed by employees and their immediate supervisors.

#### **Section 4 - Staff Meetings**

- 18.4.1 In addition to the regular work week outlined above, employees may be required to attend one (1) staff meeting for a maximum of two (2) hours per month.
- 18.4.2 In addition to the regular work week, employees will be required to participate in twenty (20) hours per year of staff development training related to agency goals. This training will be provided by the agency.
- 18.4.3 A meeting schedule shall be prepared and distributed on a semester basis. These meetings will be held before or after the scheduled work day and shall not exceed two (2) meetings per month.

#### **Section 5 - Additional Activities**

- 18.5.1 Activities beyond the regular work day duties, including but not limited to such items as school fairs, social functions, work shops, and sports events, shall be voluntary on the part of the employee.
- 18.5.2 In the course of instructional programs, employees may continue to teach students certain janitorial tasks when such tasks are assigned to students by the employee as part of an ongoing educational program designed to develop specified skills and abilities.
- 18.5.3 Employees shall not be assigned janitorial duties as a part of their contractual duties.

## **Section 6 - Administration Directed Activities**

- 18.6.1 The Board may request that employees perform specific tasks as directed by Administration beyond the normal work week as established per contract. Those tasks included in the job description for an employee are not eligible for compensation under this section. When the Board determines that this provision will be implemented, it will provide notice to unit members through use of the appropriate bulletin boards at both High Point and out-centers.
- 18.6.2 Applicants for extra duty postings will be selected on the following basis:
- 18.6.3 Individual qualifications of the applicants with consideration given to most recent regular employment in the positions and age levels involved;
- 18.6.4 Where qualifications of applicants for extra duty work are substantially equal, the position shall be offered to the employee with the greatest seniority in the district.
- 18.6.5 In emergency situations when the notification and application procedures outlined above cannot be followed because of the time factor, administrative approval may be granted on a case by case basis.
- 18.6.6 The rate of compensation for all activities which have been approved by the supervisor and Director, Human Resources, covered under this section, will be paid at their daily rate of pay up to a maximum of step 5 multiplied by the number of days required to work by the Employer for this activity.
- 18.6.7 Except under 18.4.1, the employee's supervisor may request that an employee perform specific tasks beyond the normal work week as established by contract. These tasks must be related to the employee's job description. In these cases, the supervisor has the authority to approve up to two (2) hours per week for this purpose. The employee who accumulates these additional work hours must utilize this time as trade-off time within a two-week period following accumulation in a manner approved by the supervisor.

## ARTICLE 19

### Working Conditions

#### Section 1 - Work Space

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

#### Section 2 - Use of Telephones

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

#### Section 3 - Materials & Equipment

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

#### Section 4 - Health & Safety

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

#### Section 5 - Protection of Staff

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

- 19.5.3 Any case of assault or suspected battery upon an employee shall be promptly reported to the appropriate supervisor who shall investigate the report. In cases of both assault or suspected battery, the employee will be informed of his/her rights by the Superintendent or designee and may exercise his/her rights to file a police report.

#### **Section 6 - Staff Conferences and Visitation**

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

#### **Section 7 - Curriculum Development**

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

#### **Section 8 - Conferences**

- 19.8.1 During the life of this Agreement, the allocation for Unit members' conference and course reimbursement will be \$7,000 per year. A Federation committee will be established to consider conference and course reimbursement to allocate the budget amount. No individual shall receive total reimbursements in excess of the amount established in MCL 380.620 regarding ISD travel expenses.
- 19.8.2 Prior to submission to the Federation committee, each request for conference must have approval of the immediate supervisor and the Director, Human Resources. Each conference application shall contain an educational justification supported by the immediate supervisor.
- 19.8.3 Staff members, upon resigning from the system, forfeit their privilege of attending conferences.
- 19.8.4 Employees serving on national committees, commissions, task force groups and those requested to serve as presenters, group leaders, or resource people for the agency to national or state associations may attend providing prior approval is obtained from the immediate supervisor and the Superintendent or his designee. In situations where funds are not available, employees may agree to assume full conference costs.
- 19.8.5 The Federation agrees that the administrative staff may request employees to attend workshops and conferences related to their job descriptions if funds other than the Federation conference budget are used for the employee's expenses and if the employee agrees to attend.
- 19.8.6 The vice-president and conference chairperson will be provided access to the Employer's financial accounting system for the purpose of viewing the Federation's conference fund accounts.

## **Section 9 – Positive Behavior Intervention and Supports (PBIS)**

- 19.9.1 Teaching assistants will follow WISD's Behavior Management Policy.
- 19.9.2 Newly hired teaching assistants shall be provided with training on the techniques of Behavioral Management. This training shall take place within ten (10) working days of initial hire.
- 19.9.3 All teaching assistants shall be kept informed of new required Positive Behavior Supports technique changes as they are developed.
- 19.9.4 Maintaining a safe and orderly learning environment is the joint responsibility of the Employer and Employee. At the beginning of the school year, the supervisor and classroom staff will review student needs.

To support this effort a WISD team will be established and will develop district-wide PBIS system by utilizing the framework established by the state of Michigan. To ensure that the district is aware of instances that threaten a safe and orderly learning environment, the Employer shall establish a hotline for staff reporting injuries.

- 19.9.5 A written “WISD Procedure for Addressing the Needs of Students with Intensive or Complex Concerns” will be provided to staff. The written procedure will be reviewed annually by a joint Union/Management Committee.
- 19.9.6 Interim safety interventions shall be determined by the Supervisor in consultation with the staff.

## ARTICLE 20

### Salary Computations

#### Section 1 - Pay Periods

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

#### Section 2 - Educational Salary Adjustment

- 20.2.1 Semester hours credit earned by teaching assistants, including equivalent State Board CEUs or locally approved CEUs, qualify the teaching assistant for additional salary as follows:

- 20.2.2 Beginning in 2005-2006, an additional \$0.40 per hour will be paid for approved semester hour credit totaling a minimum of ten (10) semester hours in the following areas:

1. Exceptional Children
2. Computer-aided Instruction (not more than 2 courses)
3. Child Growth and Development Psychology
4. Medically-related Procedures (not more than 2 courses)
5. Behavior Management
6. Technology Skills (not more than 3 courses)
7. Health and Recreation for Children (not more than 1 course)
8. Career Education (not more than 2 courses)

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

1. Exceptional Children
2. Computer-aided Instruction (not more than 2 courses)
3. Child Growth and Development Psychology
4. Medically-related Procedures (not more than 2 courses)
5. Behavior Management
6. Technology Skills (not more than 3 courses)
7. Health and Recreation for Children (not more than 1 course)
8. Career Education (not more than 2 courses)

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

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

- 20.2.4 This list is not all inclusive. Credit may be given by the Director, Human Resources, for other courses when the relationship between the course and the duties of the job are shown.

- 20.2.5 Beginning in 2008-09 an additional of \$1.20/hour will be paid for approved semester hour credits totally a minimum of sixty (60) semester hours toward a Bachelors degree or to completion of an Associates degree in a planned course of study deemed beneficial to the agency by the Director of Human Resources.
- 20.2.6 Retroactive approval will be given for college credit upon receipt and review by the Director, Human Resources. Retroactive approval will not be given for conferences, workshops or in-services.
- 20.2.7 Payments under this section will not be cumulative.
- 20.2.8 Teaching assistants can submit verification of credit prior to the beginning of the school year and, if allowed, they will receive the \$0.40 per hour for the entire year, or the teaching assistant can submit verification of credit prior to February 1st and, if allowed, they will receive the \$0.40 per hour addition on the remaining hours left in that school year.
- 20.2.9 There must be advance approval for all CEU equivalents.

### **Section 3 – Attendance Incentive**

- 20.3.1 An employee who has completed three (3) full school years of service shall qualify for an additional \$300 annual attendance incentive for acceptable use of sick leave in the prior year as determined by 14.4.7. For purposes of this article, a full school year is defined as at least 175 paid work days.

### **Longevity**

- 20.3.2 An employee who has successfully achieved the practitioner level and has
  - 10-14 years full school years of service will receive a \$200,
  - 15-19 years full school years of service will receive a \$400, or
  - 20 or more full school years of service will receive a \$600 annual payment.

### **Section 4 - Medically Related Care Adjustment**

- 20.4.1 When ongoing and routine individual student critical medically-related care is necessary to maintain life support, staff assigned to that classroom will be trained by qualified medical personnel. When the employee is trained, delegated to and successfully performs the necessary medically-related duties, as determined by appropriate medical personnel, the employee will receive an annual payment of \$300 payable in a lump sum at the conclusion of the regular school year. The Employer agrees to review the current list of medically-related duties to determine if additional duties should be added to the list. The annual payment will be prorated based on the number of days in the classroom requiring the medically-related care.

### **Section 5 – Payments**

- 20.5.1 For payments in Section 20.3 and 20.4, payments are due no later than the first pay date in September of the school year.

## **ARTICLE 21**

### **Section 1 - Mileage**

- 21.1.1 The base for reimbursement of authorized mileage is determined by using the maximum allowable rate as established by the Internal Revenue Service. The effective date for this rate will begin on January 1 and end on December 31.
- 21.1.2 To receive the mileage reimbursement, prior approval for travel must be authorized by the appropriate Supervisor.



## **ARTICLE 22**

### **Section 1 - No Strike Clause**

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

## ARTICLE 23

### Section 1 - Health and Welfare

- 23.1.1 The Board will provide, upon application, to full time Unit I employees, a flexible compensation plan as outlined below.
- 23.1.2 A joint management/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.
- 23.1.3 Beginning January 1, 2012, if an Employee's spouse and/or dependent have health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage. If an Employee determines that having their spouse enroll in their spouse's health coverage would, in their opinion, be too costly, the Employee may appeal to have this 10% assessment waived. The Employer will request documentation it feels necessary to determine if the waiver will be granted. The Employer will, in its sole judgment, determine if the waiver will be granted. This provision is not subject to the Grievance procedure outlined in Article 7.
- 23.1.4 Beginning January 1, 2012, employees enrolled in health coverage, dental coverage, and vision coverage shall pay 10% of the total cost of the coverage. This 10% contribution is in addition to any co-pays, deductibles and coinsurance paid in conjunction with the utilization of the health, dental and vision coverage. The 10% contribution toward the cost of the health, dental and vision coverage shall be taken out of the Employee's pay on a pre-tax basis beginning with the first pay in January 2012 and then as evenly as possible for the remaining pays of the year. This section will expire as of November 1, 2012.
- 23.1.5 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.
- 23.1.6 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.
- 23.1.7 Flexible Compensation Plan and Overview of Benefits Chart – see next eight (8) pages.
- 23.1.8 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, 2013 and ending June 30, 2016, upon request by either party, the agreement will be reopened for the limited purpose of bargaining over the effect of any amendment made to the health plan as a result of the District's required compliance with the ACA.

WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - UNIT I  
 November 1, 2012 - December 31, 2013

Continued

BENEFIT	OPTION I	OPTION II	OPTION III
DENTAL	This coverage shall include 90% payment for maintenance items, 90% payment for restorative items, maximum \$1,200 per dental contract year per person. Orthodontic rider will pay 50% with \$1,200 lifetime maximum.	This coverage shall include 50% payment for maintenance items, 50% payment for restorative items, maximum \$1,000 per contract year per person. Orthodontic rider will pay 50% with \$1,000 lifetime maximum. Cash rebate \$75 per year.	Opt out - Cash rebate: \$150 per year

BENEFIT	OPTION I	OPTION II
VISION	Any practitioner. Combined vision exam, with frames/lenses or contact lenses: \$300	Opt-Out - No Cash rebate

BENEFIT	OPTION I	OPTION II
LONG TERM DISABILITY	66-2/3% of annual salary, 90-day elimination; WISD will self fund the gap from 30 to 90 days.	Employee can purchase 70% of annual salary, 90-day elimination. WISD will self fund the gap from 30 to 90 days at the 66 2/3%.

BENEFIT	OPTION I	OPTION II	OPTION III
LIFE AND AD&D INSURANCE	Coverage equal to 2 times salary to a maximum of \$20,000	Employee can purchase an additional one time core.	Employee can purchase an additional two times core.

BENEFIT	OPTION I	OPTION II	OPTION III
DEPENDENT CARE REIMBURSEMENT			Available to employee
UNINSURED HEALTH CARE REIMBURSEMENT			Available to employee

WASHTENAW ISD - FLEXIBLE COMPENSATION PLAN - UNIT I  
 November 1, 2012 - December 31, 2013

BENEFIT MEDICAL	OPTION I HMO Look-a-Like	OPTION II PPO 1	OPTION III PPO 2	OPTION IV PPO 3	OPTION V
	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have a \$2,000 deductible for a one-person contract or \$4,000 for a family contract (2 or more members) each calendar year. This plan does not have Out-of-network benefits.</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 90% of the approved amount after in-network deductible. Maximum employee out-of-pocket for the 90% in-network services of \$250 per individual contract and \$500 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum. This plan does not have Out-of-network benefits other than for bonafide emergency room visits.</p> <p><b>Prescription drug</b> coverage will be a \$10 copay for generic drugs, \$40 copay for formulary brand drugs, and a \$60 copay for non-formulary brand drugs. In-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.</p>	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have a \$1,500 deductible for a one-person contract or \$3,000 for a family contract (2 or more members) each calendar year. Out-of-network, the plan will have a \$3,000 deductible for a one-person contract or \$6,000 for a family contract (2 or more members).</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 80% of the approved amount after in-network deductible. Maximum employee out-of-pocket for the 80% in-network services of \$2,750 per one-person contract and \$5,500 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum. Out-of-network, such services are generally covered 70% of the approved amount after the out-of-network deductible. Maximum employee out-of-pocket for the 70% out-of-network services of \$5,500 per one-person contract and \$11,000 per family contract (two or more members).</p> <p><b>Prescription drug</b> coverage will be a \$10 copay for generic drugs, \$40 copay for formulary brand drugs, and a \$60 copay for non-formulary brand drugs. In-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.</p>	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have a \$1,500 deductible for a one-person contract or \$3,000 for a family contract (2 or more members) each calendar year. Out-of-network, the plan will have a \$3,000 deductible for a one-person contract or \$6,000 for a family contract (2 or more members).</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 90% of the approved amount after in-network deductible. Maximum employee out-of-pocket for the 90% in-network services of \$500 per one-person contract and \$1,000 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum. Out-of-network, such services are generally covered 70% of the approved amount after the out-of-network deductible. Maximum employee out-of-pocket for the 70% out-of-network services of \$1,000 per one-person contract and \$2,000 per family contract (two or more members).</p> <p><b>Prescription drug</b> coverage will be a \$10 copay for generic drugs, \$40 copay for formulary brand drugs, and a \$60 copay for non-formulary brand drugs. In-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.</p>	<p>The benefit level shall be as specified on the attached chart. In-network, the plan will have a \$1,500 deductible for a one-person contract or \$3,000 for a family contract (2 or more members) each calendar year. Out-of-network, the plan will have a \$3,000 deductible for a one-person contract or \$6,000 for a family contract (2 or more members).</p> <p>In-network hospital care, diagnostic services, surgical services are generally covered 80% of the approved amount after in-network deductible. Maximum employee out-of-pocket for the 80% in-network services of \$250 per one-person contract and \$500 per family contract (two or more members). Prescription drug copays and flat-dollar copays do not contribute to the annual out-of-pocket maximum. Out-of-network, such services are generally covered 70% of the approved amount after the out-of-network deductible. Maximum employee out-of-pocket for the 70% out-of-network services of \$500 per one-person contract and \$1,000 per family contract (two or more members).</p> <p><b>Prescription drug</b> coverage will be a \$10 copay for generic drugs, \$40 copay for formulary brand drugs, and a \$60 copay for non-formulary brand drugs. In-network mail order co-pay is 2 times the regular co-pay for up to a 90-day supply.</p>	<p>Opt out                      Cash rebate: \$2,500 per year</p>



## Washtenaw ISD

	HMO Look a Like		PPO 1		PPO 2		PPO 3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Deductible</b> applies to essential and non-essential benefits								
• Individual	\$2,000	N/A	\$1,500	\$3,000	\$1,500	\$3,000	\$1,500	\$3,000
• Family	\$4,000 (Deductible may be waived if rendered in a PPO physician's office )	N/A	\$3,000 (Deductible may be waived if rendered in a PPO physician's office )	\$6,000	\$3,000 (Deductible may be waived if rendered in a PPO physician's office )	\$6,000	\$3,000 (Deductible may be waived if rendered in a PPO physician's office )	\$6,000
<b>Out-Of-Pocket</b> (Excluding deductible) applies to essential and non-essential benefits								
• Individual	\$250	N/A	\$2,750	\$5,500	\$500	\$1,000	\$250	\$500
• Family	\$500 (Co-payment may be waived if rendered in a PPO physician's office )	N/A	\$5,500 (Co-payment may be waived if rendered in a PPO physician's office )	\$11,000	\$1,000 (Co-payment may be waived if rendered in a PPO physician's office )	\$2,000	\$500 (Co-payment may be waived if rendered in a PPO physician's office )	\$1,000
The network out-of-pocket maximum does not apply to non-network out of pocket maximum but the non-network out of pocket does apply to the network.								
<b>Annual Maximum</b> for essential benefits	Unlimited							
<b>Pre-Certification</b>	All transplant procedures and specified clinical trials must be pre-certified. Failure to pre-certify a transplant procedure or a specified clinical trial may result in a reduction or denial in benefits.							

For illustrative purposes only; not intended to be a complete comparison of plans. At the request of the client the above explanation of benefits was developed as a guide for discussion purposes only. The official description of benefits will be in the District's Summary Plan Description which would be developed by NGS/Coresource.

BENEFITS AT A GLANCE

	HMO Look a Like		PPO 1		PPO 2		PPO 3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Hospital-Inpatient</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Surgery</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Hospital Visits</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Emergency Room</b> •Accidental Injury or Medical Condition requiring immediate care •Urgent Care •Illness/Accidental Injury	100% after \$150 co-pay (Co-pay waived if admitted) 100% after \$30 co-pay	100% after \$150 co-pay (Co-pay waived if admitted) 100% after \$30 co-pay	100% after \$150 co-pay (Co-pay waived if admitted) 100% after \$30 co-pay	100% after \$150 co-pay (Co-pay waived if admitted) 70% after deductible	100% after \$150 co-pay (Co-pay waived if admitted) 100% after \$30 co-pay	100% after \$150 co-pay (Co-pay waived if admitted) 70% after deductible	100% after \$150 co-pay (Co-pay waived if admitted) 100% after \$30 co-pay	100% after \$150 co-pay (Co-pay waived if admitted) 70% after deductible
<b>Allergy Testing and Injections</b>	100%, no deductible	Not Covered	100%, no deductible	70% after deductible	100%, no deductible	70% after deductible	100%, no deductible	70% after deductible
<b>Ambulance</b>	90% after deductible	Not Covered	80% after deductible	90% after deductible	90% after deductible	90% after deductible	80% after deductible	90% after deductible
<b>Anesthesia</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	90% after deductible
<b>Blood</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Cardiac Rehabilitation</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Chemotherapy</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Chiropractic Care</b> •Office Visits (24 visits in a plan year) •Spinal Manipulation •Adjustments, Physical Therapy •X-rays	100% after \$10 co-pay 100%, no deductible 90% after deductible	Not Covered	100% after \$10 co-pay 100% no deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible	100% after \$10 co-pay 100%, no deductible 90% after deductible	70% after deductible 70% after deductible 70% after deductible	100% after \$10 co-pay 100% no deductible 80% after deductible	70% after deductible 70% after deductible 70% after deductible
<b>Colonoscopy - Routine</b>	100%	Not Covered	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
<b>Consultations</b> •Inpatient •Outpatient	90% after deductible 100% after \$10 co-pay	Not Covered	80% after deductible 100% after \$10 co-pay	70% after deductible 70% after deductible	90% after deductible 100% after \$10 co-pay	70% after deductible 70% after deductible	80% after deductible 100% after \$10 co-pay	70% after deductible 70% after deductible 70% after deductible

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	HMO Look a Like		PPO 1		PPO 2		PPO 3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
Contraceptive Devices, Implants, and Injections	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Dialysis	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Fertility Testing	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Home Health Care	90%, after deductible	Not Covered	80%, after deductible	80%, after deductible	90%, after deductible	90%, after deductible	80%, after deductible	80%, after deductible
Hospice (Respite care limited to 5 days during a 30 day period)	100%	Not Covered	100%	100%	100%	100%	100%	100%
Implants (Non-cosmetic)	Limited to four 90-days periods	Not Covered	Limited to four 90-days periods	Limited to four 90-days periods	Limited to four 90-days periods	Limited to four 90-days periods	Limited to four 90-days periods	Limited to four 90-days periods
Injectants	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Laboratory Testing	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Mammogram (Limited to 1 per plan year for preventive)	100%	Not Covered	100%	70%, after deductible	100%	70%, after deductible	100%	70%, after deductible
Medical Equipment	90%, after deductible	Not Covered	80%, after deductible	80%, after deductible	90%, after deductible	90%, after deductible	80%, after deductible	80%, after deductible
Medical Supplies	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
Mental Disorders and/or Substance Abuse Expenses	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
-Inpatient	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible
-Outpatient	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible
Nursing - Private Duty	50%, after deductible	Not Covered	50%, after deductible	50%, after deductible	50%, after deductible	50%, after deductible	50%, after deductible	50%, after deductible
Occupational Therapy	90%, after deductible	Not Covered	80%, after deductible	70%, after deductible	90%, after deductible	70%, after deductible	80%, after deductible	70%, after deductible
	(limited to 60 visits in a calendar year combined with speech and physical therapy)	Not Covered	(limited to 60 visits in a calendar year combined with speech and physical therapy)	(limited to 60 visits in a calendar year combined with speech and physical therapy)	(limited to 60 visits in a calendar year combined with speech and physical therapy)	(limited to 60 visits in a calendar year combined with speech and physical therapy)	(limited to 60 visits in a calendar year combined with speech and physical therapy)	(limited to 60 visits in a calendar year combined with speech and physical therapy)
Office Visits	100%, after \$10 co-pay	Not Covered	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible	100%, after \$10 co-pay	70%, after deductible
•Home Visits	90%, after deductible	Not Covered	80%, after deductible	after deductible	90%, after deductible	after deductible	80%, after deductible	after deductible

For illustrative purposes only; not intended to be a complete comparison of plans. At the request of the client the above explanation of benefits was developed as a guide for discussion purposes only. The official description of benefits will be in the District's Summary Plan Description which would be developed by NGS/Coresource.

BENEFITS AT A GLANCE

	HMO Look a Like		PPO 1		PPO 2		PPO 3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Orthotics</b>	90% after deductible	Not Covered	80% after deductible	80% after deductible	90% after deductible	90% after deductible	80% after deductible	80% after deductible
<b>Physical Therapy</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	Not Covered	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	(limited to 60 visits in a calendar year combined with occupational and speech therapy)	(limited to 60 visits in a calendar year combined with occupational and speech therapy)
<b>Pregnancy Related Expenses-Mother</b>	100%	Not Covered	100%	70% after deductible	100%	70% after deductible	100%	70% after deductible
•Pre and Post Natal Care	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
•Delivery								
<b>Prescription Drugs</b>	34-day supply	Contracted rate less co-pay	34-day supply	Contracted rate less co-pay	34-day supply	Contracted rate less co-pay	34-day supply	Contracted rate less co-pay
Retail								
•Generic								
•Brand	\$10 generic/ \$40 formulary /\$60 brand		\$10 generic/ \$40 formulary /\$60 brand		\$10 generic/ \$40 formulary /\$60 brand		\$10 generic/ \$40 formulary /\$60 brand	
Formulary Non-formulary								
Mail Order								
	90-Day supply		90-Day supply		90-Day supply		90-Day supply	
•Generic								
•Brand	\$20 generic/ \$80 formulary/ \$120 brand		\$20 generic/ \$80 formulary/ \$120 brand		\$20 generic/ \$80 formulary/ \$120 brand		\$20 generic/ \$80 formulary/ \$120 brand	
Formulary Non-formulary								
	100%	Not Covered	100%	Not Covered	100%	Not Covered	100%	Not Covered
<b>Preventive Care</b> as defined by the PPACA								
•Required Preventive Care								
•PSA								
Please refer to <a href="http://www.uspreventiveservices.taskforce.org">www.uspreventiveservices.taskforce.org</a> for additional information and limitations.								
<b>Prosthetic Devices</b> (Specially designed prosthetic bras are limited to 4 in a calendar year)	90% after deductible	Not Covered	80% after deductible	80% after deductible	90% after deductible	90% after deductible	80% after deductible	80% after deductible
<b>Radiation Therapy</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible

For illustrative purposes only; not intended to be a complete comparison of plans. At the request of the client the above explanation of benefits was developed as a guide for discussion purposes only. The official description of benefits will be in the District's Summary Plan Description which would be developed by NGS/Coresource.



	HMO Look a Like		PPO 1		PPO 2		PPO 3	
	Network	Non-Network	Network	Non-Network	Network	Non-Network	Network	Non-Network
<b>Skilled Nursing Facility</b>	90% after deductible (limited to 120 days in a calendar year)	Not Covered	80% after deductible (limited to 120 days in a calendar year)	80% after deductible	90% after deductible (limited to 120 days in a calendar year)	90% after deductible	80% after deductible	80% after deductible
<b>Specified Clinical Trials</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Speech Therapy</b>	90% after deductible (limited to 60 visits in a calendar year combined with occupational and physical therapy)	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Transplants Human Organs (Cornea, Kidney, Skin)</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Transplants Bone Marrow</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Transplants Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung</b>	100% no deductible	Not Covered	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible
<b>Weight Management</b>	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Not Covered	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)	Payment is based as service rendered (e.g. office visits will be covered as stated under the office visit listing)
<b>X-rays</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>All Other Covered Expenses</b>	90% after deductible	Not Covered	80% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Transplants</b> transportation, meals and lodging for Human Organs (Cornea, Kidney, Skin) (Limited to \$10,000 maximum for patient and 1 companion (2 if	80% after deductible	70% after deductible	90% after deductible	70% after deductible	90% after deductible	70% after deductible	80% after deductible	70% after deductible
<b>Transplants</b> transportation, meals and lodging for Specified Human Organs: Liver, Heart, Lung, Pancreas, Heart-Lung (Limited to \$10,000 maximum for patient and 1 companion (2 if	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible	100% no deductible

For illustrative purposes only, not intended to be a complete comparison of plans. At the request of the client the above explanation of benefits was developed as a guide for discussion purposes only. The official description of benefits will be in the District's Summary Plan Description which would be developed by NGS/Coresource.

## ARTICLE 24

### Salary Scale

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

2013-14 Salary Schedule\*

\*represents a 0% increase

Step 1	\$21,410
Step 2	\$22,017
Step 3	\$23,761
Step 4	\$25,850
Step 5	\$27,633
Step 6	\$27,922

During the 2013-14, 2014-2015 and 2015-2016 school year, a \$572.00 off scale payment will be made to all full-time employees. This payment will be paid in equal installments with each pay-check, beginning with the first pay of the school year. For employees that do not work a full school year due to beginning or ending employment, or for any other reason, the payment will be prorated based on the fraction of the number of days worked divided by the total number of work days for a full-time, full school-year employee.

For the second year of the contract, which begins July 1, 2014 and ends June 30, 2015, the salary scale will be adjusted based on increases in the estimated property tax revenue to be collected by the Employer.

<u>Estimated Property Tax Revenue Increase</u>	<u>Increase in Salary Scale</u>
0% – 0.99%	0%
1.0% – 1.99%	0.25%
2.0% – 2.99%	0.50%
3.0% – 3.99%	0.75%
4.0%+	1.00%

The estimated property tax increase will be based on comparing the estimated property tax revenue of 2013-14 to 2014-15.

For the third year of the contract, which begins July 1, 2015 and ends June 30, 2016, upon request by either party, the agreement will be reopened for the limited purpose of bargaining over wages.

24.1.2 Aquatics specialist, teaching assistant with interpreting skills (minimum of lever QA 2 or equivalent certification), and licensed practical nurse will receive scale plus 25%, contingent upon current, valid certifications/licenses, as required by the employer, being on file in Personnel Services.

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

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

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

## ARTICLE 25

### Section 1 – 2013-14 School Calendar

25.1 It is mutually agreed that the calendars for 2013-14 will continue to be subject to the language in 25.2.1.

August 26	Staff classroom preparation (no students)
August 27	Professional Development Day (no students)
August 30 – September 2	Labor Day Weekend
September 3	First day for students
November 28-29	Thanksgiving Break
December 20	Winter Break begins at the conclusion of the day
January 6	School resumes
January 20	MLK Jr. Day
February 17-21	Mid-Winter Break
March 19	Professional Development Day
April 4	Spring Break begins at the conclusion of the day
April 14	School resumes
May 26	Memorial Day
June 13	Last day for students (1/2 Day for Students)
June 13	Last day for staff

Dates for the 2014-2015 and 2015-2016 are to be determined. The parties agree to continue the process used previously in developing the school calendars.

### Section 2 –2013-2016 School Calendars

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

**DURATION OF AGREEMENT**

This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Local 3760 AFT, MFT, AFL-CIO Unit I shall be effective as of July 1, 2013, and shall continue in effect until June 30, 2016.

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
BOARD OF EDUCATION**

By *David Dought*  
President

By *M. J. Tramontina*  
Secretary

**FEDERATION OF WASHTENAW SCHOOL EMPLOYEES**

By *[Signature]*  
President

By *Regina P. Raza*  
Vice-President, Unit I

## MEMORANDUM OF AGREEMENT

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

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

Debra Spencer

Signed

President Local 3760 Federation

6-11-98

Dated

William C. Fisher

Signed

WISD Administrative Representative

6/11/98

Dated