

**MASTER AGREEMENT**

**BETWEEN**

**WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL  
DISTRICT**

**EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION,  
MEA/NEA**

**AND**

**WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL  
DISTRICT**

**BOARD OF EDUCATION**

**SEPTEMBER 13, 2011 – AUGUST 31, 2013**

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**AGREEMENT**

This Agreement, made this September 13, 2011 by and between Wexford-Missaukee Intermediate School District, Cadillac, Michigan hereinafter called the "Employer" and the Michigan Education Association, NEA, hereinafter called the "Association," on behalf of its local affiliate, Wexford-Missaukee ISD Educational Support Personnel Association, MEA/NEA.

**ARTICLE I**

**PURPOSE AND INTENT**

The purpose of this Agreement is to set forth the wages, hours, terms, and working conditions which shall prevail for the duration of this Agreement, and to promote the orderly and peaceful labor relations for mutual interest of the Employer, the Employees and the Association.

**ARTICLE II**

**RECOGNITION**

- A. Pursuant to and in accordance with all applicable provisions of Public Employee Relations Act, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement for all of the Employees of the Employer included in the bargaining unit description below:

"All full and regularly scheduled part-time Career/Technical Para-educators, Special Education Paraprofessionals, General Education Paraprofessionals, Custodians, and Secretarial Employees, but excluding there from the Maintenance Supervisor, Business Coordinator, Bookkeepers, Assistant to the Career/Technical Director for Grants and Special Projects, Technicians, Secretary to the Superintendent, Secretary to the Special Education Director, Secretary to the Career/Technical Director, Secretary to the General Education Director, all supervisors, all classroom instructors, all temporary and substitute Employees, and all other Employees."

- B. A full-time Employee shall be defined as an Employee who works the full school year for at least seven and one-half (7-1/2) hours per day five (5) days per week. It is agreed that those Employees employed before June 1, 1990, working at least five and one-half (5-1/2) hours per day five (5) days per week or twenty-seven and one-half (27-1/2) hours per week will be grandpersoned as full-time; however, the Employee will lose his/her grandperson status if he/she voluntarily works less hours than worked as of June 1, 1990. All new Employees must work at least seven and one-half (7-1/2) hours per day in order to be considered full-time. (See Article XV for insurance information.)

- C. A regularly scheduled part-time Employee shall be an Employee who is scheduled for the full school year for less than the hours specified in paragraph B, or less than five (5) days per week.
- D. A substitute Employee is an Employee hired on a temporary basis to fill positions caused by absences of regular Employees or to fill temporary jobs which will not last for a full school year. A substitute Employee shall not be used to replace, displace or reduce the hours of a regular Employee. A substitute Employee working in the same position for sixty (60) consecutive days will earn a wage equal to a beginning regular Employee. The substitute Employee will receive no other benefits accorded to regular Employees and will not accrue seniority.
- E. When the term "Employee" is used in this contract, it shall include both male and female genders and shall refer to those Bargaining Unit Members described in paragraph "A" above.
- F. The terms of this Agreement apply only to those Employees employed by the District at the time of ratification of this Agreement or thereafter.

### **ARTICLE III**

#### **EMPLOYER RIGHTS**

- A. The Employer hereby retains and reserves unto itself the right and ability to exercise all of its inherent and legal rights, authority, powers and responsibilities, including but not limited to the right to:
  - 1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and work of its Employees;
  - 2. Hire all Employees and, subject to the provisions of law, to determine their qualifications and conditions for their continued employment or their dismissal or demotion, to promote and transfer such Employees, determine their assignments and hours to be worked;
  - 3. Determine the size of the work force, positions of employment and job descriptions, and whether to expand or reduce the work force and/or create or eliminate positions of employment;
  - 4. Establish, continue, or revise policies and/or rules and regulations regarding the conduct of Employees in the work place and the procedures for administering and accounting for Employees' attendance;
  - 5. Establish, modify, change or cancel any work, business, or school schedules, hours or days;

6. Determine the services, supplies, and equipment to conduct its operation, including the distribution thereof, determine the standards of operation and performance and determine the means, method, and processes of performing and/or accomplishing the work to be done;
  7. Determine the number and location or relocation of its facilities including the establishment or relocation of new schools, buildings, departments or divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities;
  8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization;
- B. The exercise of the foregoing powers, right, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.
- C. Nothing contained herein shall be considered to deny or restrict the Employer of its rights, responsibilities, and authority under the Revised School Code or any other national, state, county, district, or local laws or regulations as they pertain to school districts.

#### **ARTICLE IV**

##### **EMPLOYEE RIGHTS**

- A. The private life of an Employee is his/her own affair unless the Employee's conduct shall adversely affect the discharge of duties or the Employer.
- B. In order to insure that the Employee is aware of work related difficulties the Employer will use a system of progressive discipline except in cases where the seriousness of the infraction or the grossness of the offense warrants a deviation from same.
- C. No Employee who has successfully completed the probationary period shall be disciplined or discharged without just cause.
- D. In an investigatory interview where there is sufficient cause to believe that disciplinary action against the Employee could result, upon request the Employee shall be entitled to have an Association representative present. If one is not available, the meeting will be postponed until such time as a representative can be present, not to exceed twenty-four (24) hours.

- E. The Employer will provide each Employee with the name of his/her immediate management supervisor at the beginning of each school year. The Employer will provide each Employee with his/her job description. Prior to the adoption of job descriptions, the Employer shall provide the Association and each impacted employee with copies of the proposed job descriptions. The proposed job descriptions may be provided in an electronic format. The Association shall be given the opportunity to review and provide input to the Employer before final adoption by the Employer.
- F. In the event the District receives a Freedom of Information Act (FOIA) request for information in an Employee's personnel file, the District shall attempt to notify the affected Employee prior to release of the information. The District will withhold material that may not be legally disclosed.

## **ARTICLE V**

### **ASSOCIATION RIGHTS AND REPRESENTATION**

- A. Duly authorized representatives of the Association may be permitted to transact Association business regarding the representation of Employees on school property at times which do not interfere with or interrupt the normal school operation nor interrupt or interfere with the duty time of an Employee. The representative shall, upon arrival at the building, notify the supervisor in charge of his/her presence, conduct the business in the building and shall inform the building supervisor upon his/her departure.
- B. When requested in writing by the Association to the Director of Business Services, the Employer agrees to make available public budgetary information and other public information which may be necessary for the Association to bargain collectively. Further, the Employer agrees to provide the Association with any information which may be relevant and necessary to process a grievance, provided the information is not exempted from disclosure.
- C. The Employer shall provide bulletin board space in each appropriate building which may be used by the Association for posting notices pertaining to lawful Association business.
- D. The Association shall inform the Superintendent at the beginning of each school year who its officers are along with the names of at least one building representative from each building along with the lengths of the terms of office of each. It is understood that any of the above persons and/or the Uniserv Director will constitute "an Association representative" for representative purposes.
- E. The Association shall, in accordance with the Employer Building Use Policy, have the right to use Employer buildings at times which do not interfere with the assigned functions of the regular programs.

- F. The Association recognizes the right of any individual Employee to present grievances to the Employer and have the grievance adjusted without intervention of the Association provided that the adjustment is not inconsistent with the terms of the Agreement and the Association has been given an opportunity to be present at such adjustment.

## **ARTICLE VI**

### **MEMBERSHIP FEES AND PAYROLL DEDUCTION**

- A. Any Association member may sign and deliver to the Board an assignment authorizing deduction of membership dues of the Association and such authorization shall continue in effect from year to year unless revoked in writing. If an Employee shall revoke an authorization for dues deduction, all further deductions shall stop as of the date the revocation is filed with the Employer. If a revocation is filed and the monthly installment has not been transmitted to the Association, it shall be withheld and returned to the Employee. If the dues have already been transmitted, then the revocation shall take effect with the next scheduled deduction. Any remedy for recovery of dues shall be solely with the Association and the matter shall not be grievable. The Employer need not honor more than one dues authorization per Employee per school year.
- B. United (NEA, MEA and Local) Association dues shall be deducted by the Employer in equal monthly installments, beginning with the first regular pay period for each school year and continuing until the full amount of dues has been collected. These deductions, when collected, shall be transmitted within thirty (30) calendar days to the Local Association treasurer.
- C. Other payroll deductions shall be limited to those already in existence. Additional payroll deduction plans will be considered and implemented by mutual agreement.

## **ARTICLE VII**

### **SENIORITY**

- A. Seniority shall be defined as the length of an Employee's continuous and uninterrupted service in the respective seniority classifications of the bargaining unit from the Employee's most recent date of hire.

Seniority is not cumulative among seniority classifications and may be exercised only within the classification in which it is accumulated. Movement from one classification to another shall not terminate seniority the Employee has accumulated in any other classifications provided there has been no break in continuous employment.

- B. The seniority classifications of the Bargaining Unit are as follows:
  - 1. Secretarial/Clerical Employees
  - 2. Custodial/Maintenance
  - 3. Special Education Paraprofessionals

4. Career/Technical Para-educators
5. General Education Paraprofessionals

C. Probationary Period

Employees shall not accumulate seniority until the completion of the ninetieth workday of uninterrupted service. Such service will not be broken by approved leaves of absence, but such leaves will not count toward the ninety (90) workdays. Upon successful completion of the ninetieth (90<sup>th</sup>) workday of the probationary period, the Employee shall be placed on the seniority list and credited with seniority rights from the first day worked.

- D. The Employer shall prepare a seniority list each year and post it during the first week of October. This list shall be posted in a conspicuous location at each place of employment, with a copy to the Association President. The list shall contain the name, last date hired in the District, current classification, and the total years and months of seniority. In the event more than one (1) Employee has the same length of service in a seniority classification, seniority ranking shall be determined by ranking those Employees in order of the highest four (4) digit numbers taken from the last four (4) digits of each Employee's Social Security number.

Within fifteen (15) working days of posting the seniority list, objections to the list shall be filed. Within fifteen (15) working days following objection, the District shall prepare an adjusted list. After mutual approval of the Association and the District, the ranking shall be final and binding on all parties.

- E. An Employee shall lose his/her seniority rights if he/she retires, resigns, is discharged, fails to report for work upon the date indicated in a recall notice or is laid off for a period of eighteen (18) months. Any person previously employed and re-hired after having terminated their employment shall begin as a new hire and be paid at the step of the existing pay scale that they were on when they terminated their previous employment with the District, and shall not retain any seniority from their previous employment with the Employer. An Employee who accepts a supervisory position with the Employer shall retain the right to exercise all seniority earned in the seniority classifications of the Bargaining Unit for return to a Bargaining Unit position, and the period of service in the supervisory position shall not constitute a break in continuous employment nor shall it count as accumulated service time for seniority purposes.

## **ARTICLE VIII**

### **ASSIGNMENTS, VACANCIES AND TRANSFERS**

- A. A vacancy shall be defined as a newly created position or a permanent position vacated by an Employee in the bargaining unit. A vacancy shall also be defined as a part-time position that increases by at least two (2) hours per day.
- B. All vacancies shall be posted for a period of at least five (5) working days for application by internal and external candidates prior to making a decision upon the position.



Internal candidates possessing equal skills and qualifications for the position shall be given first consideration.

All applications must be submitted in writing to the designated person within the posting period.

- C. All vacancies shall be posted in writing in a conspicuous location in each place of employment and shall contain the following information:
1. Location of work
  2. Starting date
  3. Rate of pay
  4. Hours to be worked, including starting and ending times
  5. Classification
  6. Minimum requirements
  7. Whether vacancy is permanent or the temporary period to be filled
  8. The name of the individual to whom the application should be submitted
- D. All school-year Employees shall, as of the last month of the school year, fill out and return to the Employer a letter of intent to be furnished by the Employer which shall state the Employee intends to return to employment or intends to leave employment. Those who sign the letter of intent not to return shall have their positions posted in accordance with "B" above. Those Employees who fail to return the letter of intent will also be subject to having their positions posted in accordance with "B" above. Returning Employees shall be notified of any changes in their assignments by the Employer in writing at the beginning of each work year. The assignment notice shall indicate the scheduled hours of the Employee.
- E. Any vacancy occurring during a scheduled break (summer recess, winter break and/or spring break) shall be posted by a direct mailing to the home of each Employee. The posting period as required in "B" above shall begin no sooner than two (2) days following the postmark.
- F. When a posted position is filled, the Employer shall make known its decision as to which applicant has been selected by sending a district-wide email notification. If a vacancy is not filled with a current Employee, the Employer shall, upon request by the affected Employee, notify the affected Employee giving the reason(s) as to why he/she was not selected to fill the posted position. During summer months, notice shall be given to applicants with payroll checks.
- G. It is understood that in order to best fill the needs of the system as a whole, an involuntary transfer of an Employee may be necessary after all reasonable alternatives have been explored. Such transfer shall be permitted without the necessity of posting. The Employer agrees to post any resulting vacancy after all transfers are made.

**ARTICLE IX**

**LAYOFF AND RECALL**

- A. When the Employer determines it necessary to reduce the size of the work force by elimination of positions in a seniority classification, Employees in the seniority classification shall be reduced in order of least seniority within the seniority classification being reduced, provided there are more senior Employees within the seniority classification remaining who possess the skills and qualifications to perform the positions vacated by the least senior Employees in the classification. Probationary Employees have no seniority, and therefore, are the least-senior Employees in the bargaining unit.
- B. Employees laid off from the position in their present seniority classification shall be retained in positions in another classification in which they have previously accumulated seniority, provided there is a less senior Employee in that classification and the more senior Employee possesses the skills and qualifications to perform the duties of the position.
- C. The Association shall be notified in writing at least ten (10) work days prior to the effective date of the staff reduction, and the Employee shall be provided written notice at least five (5) work days prior to the effective date of layoff. "Providing of notice" shall mean placing of the written notice in the United States Mail with first class postage pre-paid thereon. During the summer months when school is not in session, workday shall be deemed to be Monday through Friday, except holidays.
- D. When positions become available in a seniority classification, Employees who have been laid off from that seniority classification shall be recalled in order of greatest seniority within the seniority classification from which they were laid off, provided the Employee possesses the skills and qualifications to perform the duties of the position. Recall rights to a position shall terminate after eighteen (18) months from the date of layoff from seniority classification.
- E. When it becomes necessary for the Employer to reduce the number of hours of any Bargaining Unit position, an Employee, in an effort to maintain the current number of hours worked, upon application, shall be placed in a position in his/her present classification which would maintain his/her hours of employment and which is held by a less senior Employee, provided both Employees have qualifications to fill their successive positions.

**ARTICLE X**

**GRIEVANCE PROCEDURE**

- A. A grievance is a claim by a staff member that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement except no grievance may be filed or processed concerning the termination of a probationary Employee or with respect to the substance of a performance evaluation.

B. Days

The use of the term "days", unless otherwise specified, shall mean days when school is in session. During the summer months, "days" shall mean Monday through Friday, excluding legal holidays.

C. Procedure:

1. Step One: When cause for a grievance occurs, the affected Employees shall within five (5) days notify the Immediate Management Supervisor and meet to resolve the problem. The Immediate Management Supervisor shall have five (5) days after the meeting to respond. If a satisfactory resolution is not achieved, the complaint shall be put in writing and moved to Step Two of this procedure.
2. Written grievances as provided herein shall contain the following:
  - a. Date of alleged violation
  - b. Summary of specific facts giving rise to the alleged violation
  - c. Sections or subsections of the Agreement alleged to have been violated
  - d. Relief sought
  - e. Signature of grievant(s) or, in the case of an Association grievance, the local Association President shall sign, including the date of signature

Written grievances not in accordance with the above may be rejected by management, and such rejection shall not extend the time limits hereafter set forth beyond twenty-four (24) hours of such rejection.

3. Step Two: If a satisfactory resolution is not achieved at Step One, the written grievance must be forwarded, within ten (10) days of the Step One meeting, to the immediate management supervisor. The grievant(s) may move the written grievance to Step Two if he/she has not received a response from the immediate management supervisor within five (5) days of the Step One meeting. The immediate management supervisor, within five (5) days of receipt of the written grievance, shall meet again with the grievant(s). The supervisor, after the conclusion of the meeting, shall render a written decision within five (5) days of the meeting with copies to the Association and the grievant(s).
4. Step Three: If a satisfactory resolution is not achieved at Step Two, the written grievance must be forwarded within ten (10) days of the Step Two meeting to the appropriate director. The grievant(s) may move the grievance to Step Three if she/he has not received a written response from the immediate management supervisor within five (5) days of the Step Two meeting. Within five (5) days of receipt of the written grievance, the director shall meet with the grievant(s) and the Association. The director, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).

5. Step Four: If a satisfactory resolution is not achieved at Step Three, the written grievance, within ten (10) days of the Step Three meeting, must be forwarded to the Superintendent. The grievant(s) may move the grievance to Step Four if she/he has not received a written response from the director within five (5) days of the Step Three meeting. Within five (5) days of receipt of the written grievance, the Superintendent shall meet with the grievant(s) and the Association. The Superintendent, within five (5) days after the conclusion of the meeting, shall render a written decision thereon with copies to the Association and the grievant(s).
  6. Step Five: If a satisfactory resolution is not achieved at Step Four, the written grievance, within ten (10) days of the Step Four meeting, must be forwarded by the Association to the Board of Education. The Association may move the grievance to Step Five if it has not received a written response from the Superintendent within five (5) days of the Step Four meeting. Upon receipt of the written grievance, the Board of Education, at its next regularly scheduled meeting, shall appoint a committee of the Board to hear the grievance. The committee of the Board shall arrange to meet with the Association and the Superintendent to hear the grievance, which shall include a presentation of relevant testimony and documentary evidence by the respective parties. At the next regularly scheduled Board of Education meeting after the hearing, the Board shall make a determination and render its decision on the grievance. The decision shall be reduced to writing and provided to the Association.
  7. Step Six: If the matter is not resolved, either the Board or Association may request mediation of the grievance through the Michigan Employment Relations Commission by written notice to MERC and the other party within ten (10) days of receipt of the Board's decision. Individual Employees may not process a grievance to mediation.
  8. The Association may appeal the Board's decision to any court of competent jurisdiction within thirty (30) days of receipt of the Board's decision, should it deem such action as necessary.
- D. Failure of Employee or the Association to appeal a grievance to the next level of the procedure within the time limits specified shall be deemed a withdrawal of the grievance and acceptance of the last response provided by the Employer.
  - E. Grievances involving the discharge of an Employee shall be initiated at Step Four of the procedure by filing a written grievance with the Superintendent within three (3) working days of the date of discharge. The grievance shall be processed thereafter according to the provisions of the grievance procedure.
  - F. Discharge of an Employee in a period of probation shall not be subject to a grievance except when the alleged violation is because of lawful union activity.
  - G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship of any party, the parties

shall use their best efforts to process such grievance by the end of the school year or as soon thereafter as possible.

## **ARTICLE XI**

### **LEAVES OF ABSENCE**

#### **A. Sick Leave**

1. School year Employees will receive the equivalent in scheduled hours of one (1) sick day per month in which they work, to a maximum of ten (10) days per school year, to be credited at the beginning of each school year, except for those Employees in a probationary period. Two hundred thirty- (230) day Employees and two hundred fifty- (250) day Employees will receive one (1) sick day per month in which they work to a maximum of twelve (12) days per school year to be credited at the beginning of each school year, except for those Employees in a probationary period. However, if an Employee does not work the full scheduled work year, the sick leave days will be prorated. (Example: If an employee is scheduled for six hours per day, they will receive six hours per month in sick leave, eight hours per day equals eight hours per month). For those Employees in a probationary period, sick leave will be credited only upon the conclusion of the probationary period. Each Employee shall, at the beginning of each school year, receive notice of his/her accumulated paid leave hours on his/her earnings statement. Sick Leave may be used in hourly increments.
2. Sick leave shall be used for illness, disability or medical appointments of the Employee or the Employee's immediate family. "Immediate family" shall be defined as: Spouse, children, stepchildren, parents, siblings, siblings-in-law, parents-in-law, grandparents, grandchildren, and household dependents. The Employer reserves the right to require verification of illness or injury from an attending physician who shall certify either an incapacitating illness on the part of the Employee or that the presence of the Employee at the home to attend to a member of the immediate family was medically advisable.
3. Unused sick leave may accumulate to one hundred twenty (120) days. A sick day will be paid based upon the number of hours normally worked by the Employee. An Employee who retires under the Michigan Public Schools Employee Retirement System after a minimum of twelve (12) years of service to the district shall be paid a stipend in an amount equal to the current daily rate of pay for WMISD substitute staff hourly Employees up to a maximum of one hundred (100) days.
4. The Employee shall notify the Employer as soon as possible when he/she will be absent from work. The Employee will indicate the approximate period of the absence. Should the period of absence be more or less than reported, said change will be reported by the Employee. Emergency situations will be taken into consideration. Special Education Paraprofessionals must call their supervising teacher and the ISD office no later than 6:30 a.m. to report their expected absence.

Custodians shall report their absences no later than 6:00 a.m. to their supervisor. General Education secretaries and paraprofessionals will call in before 6:30 a.m. Career/Technical para-educators and secretaries shall report their absences no later than 6:30 a.m. to the designated call person. The Employer will provide appropriate telephone numbers to report absences.

5. In cases of prolonged illness where the Employee has submitted a physician's statement, the Employee is not required to make daily contact with the Employer.

B. Bereavement Leave

1. Paid bereavement leaves, not deducted from any other leave time and up to three (3) days calculated hourly based on regularly scheduled hours per day, will be granted in case of death in the immediate family. Immediate family shall be defined as: Spouse, children, stepchildren, parents, siblings, in-laws, grandchildren, grandparents, or dependents living in the same household of said Employee. Employees may use sick leave days to attend the funeral of a close friend or relative with the approval of the Program Director. Bereavement Leave may be used in hourly increments.
2. An additional two (2) paid days calculated hourly based on regularly scheduled hours per day may be allowed for travel time, upon prior approval by the Superintendent.

C. Personal Business Days

Each Employee shall be entitled to up to two (2) personal business days calculated hourly based on regularly scheduled hours per day. However, if the Employee does not work the full scheduled work year, the personal business days will be prorated. It is expressly understood that personal business days are to be used only for business that cannot be arranged outside of the workday. They may not be used for hunting and fishing, family vacations, shopping trips or other recreational purposes. Personal Business Leave may be used in hourly increments upon 24 hour notice and with approval of the supervisor.

They may be denied for use immediately before or after a holiday break. Employees contracted for less than full time shall have business leave pro-rated.

1. Written application will be made by the Employee not less than twenty-four (24) hours in advance and be approved by the appropriate Director and Superintendent.
2. If the urgency of the requested absence does not allow twenty-four (24) hours advance time or presentation of a written request, verbal approval of the appropriate Director may be given and the written request may be filled out immediately upon return.
3. Personal business days are not cumulative. Unused personal business days shall be reimbursed at the end of the school year in one of two methods. Either the Employee may request to be reimbursed at the rate of one-half (1/2) the daily

hourly substitute pay or the Employee may request to have unused personal business days added to the accrued sick leave.

4. Hourly Employees may use personal business days and not to exceed four (4) sick days to make up for closings on scheduled days of instruction which include, but are not limited to, inclement weather, fires, epidemic, mechanical breakdowns or health conditions as defined by the city, county or state health authorities.
5. Twelve-(12) month Employees may use vacation days as well as personal business and sick days as outlined in #4 above.

D. A leave of absence shall be granted to an Employee subpoenaed to appear as a witness in court as a result of his/her performing the regular work assignment, or when an Employee is called for jury duty. The Employee shall be paid his/her daily wage, and the daily witness/jury fee (not including travel allowances or reimbursements of expenses) shall be given to the District. In any case brought by an Employee against the school district, Board of Education, or administration, or brought by the Association where the Employee is testifying against the school district, the Board, or administration, the Employee will be released but will receive no compensation.

E. Workers' Compensation or Disability Benefits

In cases where the Employee receives benefits under the Workers' Disability Compensation Act and/or the Disability Income Protection Plan, the Employee shall be limited to the benefits received through Workers' Compensation and/or the Disability Income Protection Plan and cannot use paid leave benefits under the terms of this Agreement. The paid leave days shall be maintained as accumulated by the Employee for future use by the Employee upon return to employment following the recovery from the injury or disability.

F. Each Employee will be granted one (1) inclement weather day per year to be used for closings on scheduled days of instruction. This day is not cumulative.

G. The Association will be credited with four (4) Association leave days for use by its officers or agents to attend professional meetings and/or trainings. The Association President shall provide a five (5) day advanced written notice to the Superintendent of the use of said days. The Association member using the leave will suffer no loss of pay or benefits for its use. The Association will reimburse the District for the cost of the substitute if one is used by the District. This provision ends with expiration of this contract based on the recommendation of the Superintendent.

H. Conditions of Leaves

1. In the event an Employee takes paid leave time, all benefits (including seniority) shall continue to accrue or be paid as though he/she were working.
2. An Employee who takes an unpaid leave of absence for at least twenty (20) consecutive work days under paragraph H, section two (2) (disability leave) or

under paragraph H, section three (3) (parental leave) of this article shall have his/her insurance paid for the remainder of the month in which the leave commences only, unless the Employee is eligible for extended coverage under the Family and Medical Leave Act (FMLA).

An Employee who has exhausted sick leave and who takes unpaid leave (which is not covered by FMLA) of less than twenty (20) consecutive days will have his/her Employer contributed insurance premiums paid for the day(s) of unpaid absence on the condition that the Employee's absence is supported by a physician's statement verifying the necessity for the Employee's absence on the day(s) in question.

For all other unpaid leaves (or if an Employee is absent without leave), the bargaining unit member will be responsible for the entire daily insurance premium amount, which shall be calculated at 1/20<sup>th</sup> of the full monthly premium amount for each unpaid leave day.

Any amounts owed by an Employee for insurance premiums under this provision will be payroll deducted. In the event that the Employer is unable to make the payroll deduction due to insufficient earnings of the Employee, the Employer has the right to other legal recourse to collect the amounts for which the Employee is responsible.

3. The Employer reserves the right to require a physician's statement from the Employee verifying the Employee's ability to return to work upon completion of sick leave.

#### H. Unpaid Leaves

1. Application: Employees shall make application for unpaid leaves of absence to their supervisor. The application must contain a statement of the purpose and duration of the leave requested. The application shall be forwarded to the Superintendent for a disposition granting or denying the leave.
2. Disability Leave. An Employee who is incapacitated or disabled due to personal illness or injury and who has exhausted all earned and accumulated paid leave may be placed on an extended illness unpaid leave of absence for the duration of his/her disability up to one (1) calendar year.
3. Parental Leave. Upon written application, an Employee may be granted an unpaid leave of absence for the purpose of parental care of a newborn or newly adopted infant child for a period of up to one (1) calendar year.
4. Other Unpaid Leave. The Employer may, in its discretion, grant requests from Employees for unpaid leaves for reasons other than those provided above. It is understood that if such leave time is granted, the Employee is responsible for all insurance premium payments for each day of absence, in accordance with paragraph G of this Article.



5. Leave shall only be granted to Employees with one (1) or more years of seniority.
6. Pursuant to the Family and Medical Leave Act of 1993, an Employee who has been employed at least twelve (12) months and worked at least twelve hundred-fifty (1250) hours during the prior twelve (12)-month period is entitled to twelve (12) work weeks of leave during any twelve (12)-month period without pay but with group health insurance coverage maintained for one (1) or more of the following reasons:
  - a. Due to the birth of the Employee's child in order to care for the child;
  - b. Due to the placement of a child with the Employee for adoption or foster care;
  - c. To care for the Employee's spouse, child, parent, or parent-in-law, who has a serious health condition; or
  - d. Due to a serious health condition that renders the Employee incapable of performing the functions of his or her job.

A "serious health condition" is defined by the law as an illness, injury, impairment, or physical or mental condition that involves: 1). Inpatient care in a hospital, hospice, or residential medical care facility; or 2). Continuing treatment by a health care provider. Other conditions of the Family and Medical Leave Act shall apply to leaves in this section.
7. Use of Unpaid Leave for any reason beyond what is defined in this section will subject the employee to disciplinary action up to and including termination.

## **ARTICLE XII**

### **EVALUATION**

- A. Each Employee will participate in the District's professional development and evaluation process on a yearly basis and will be assisted by the supervising teacher (when applicable) and an administrator. References to "teacher" in the district process shall mean Bargaining Unit Member. A written summative evaluation will be completed a minimum of once every five (5) years and reviewed with the Employee.
- B. If an Employee disagrees with an evaluation, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. In no case shall an Employee's signature be construed to mean that he/she agrees with the content of any evaluation.
- C. An Employee shall have the right upon request to review the contents of his/her personnel file, excluding initial references, originating after the initial employment, and to have an Association representative present at such review.

- D. From and after the effective date of ratification of this Agreement, all material to be placed in the Employee's personnel file will be subject to review by the Employee. Any negative material placed in the Employee's personnel file will be sent to the Employee at the time of placing the material in the file. The Employee may submit a written notation to the material in question; if the Employee feels that the material is in error or in violation of the collective bargaining agreement. If an Employee is requested to sign material that is being placed in his or her file, such signature thereon shall be understood to indicate only that he/she has seen the material but not that he/she necessarily agrees with the material.

### **ARTICLE XIII**

#### **HOURS OF WORK**

- A. The work week is established as five (5) days a week, from Monday through Friday, for a total of forty (40) hours.
- B. A paid fifteen (15) minute break shall be allowed for each four (4) hours of work. All Employees will either receive a thirty-(30) minute duty-free unpaid lunch period; or if required by the immediate management supervisor to work, this time will be counted as part of their working day.
- C. Overtime will be paid in accordance with the law. Any paid leave time shall count toward it.
- D. Employees not required to work on scheduled days of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemic, mechanical breakdowns or health conditions as defined by the city, county or state health authorities will not be paid for such days. Such Employees shall work on any rescheduled days of student instruction which are established by the Board and will be paid at their regular hourly rate of pay. Employees required to work on days when school is not in session shall be paid their regular rate of pay for such days.

#### **E. Class Coverage**

1. Paraprofessionals/Para-educators who substitute or cover a class for an instructor for not less than two (2) hours when a substitute teacher is not present shall receive wages for one (1) hour additional on that day. If the entire day (two [2] classes) is covered when a substitute teacher is not present, then the paraprofessionals/para-educators shall receive two (2) hours additional pay for that day.

On days when a substitute teacher is present, a special education paraprofessional must have approval from the paraprofessional's immediate supervisor or his/her designee for additional time worked.

2. Special Education Paraprofessionals who substitute or cover a class for an instructor who is absent from the classroom for not less than two (2) hours when a

substitute teacher is not present shall receive wages for one (1) hour additional on that day. If the entire day (two [2] classes) is covered for an instructor who is absent from the classroom for not less than two (2) hours per class, then the Special Education Paraprofessional shall receive two (2) hours additional pay for that day.

**ARTICLE XIV**

**VACATIONS AND HOLIDAYS**

A. Vacations

As follows: Only full-time, twelve (12)-month, Employees will receive vacation benefits according to the following schedules:

Upon hire of full-time employment	Five (5) days
After two (2) years of full-time employment	Ten (10) days
After five (5) years of full-time employment	Fifteen (15) days

For the purpose of calculating number of days of paid vacation, Employees who have been full-time nine (9)-month Employees who accept full time twelve-(12) month positions will be given credit for one (1) year of service for each nine (9)-month school year they have previously worked. Days are paid on the basis of regularly scheduled hours per day.

Scheduling of vacation days shall be subject to the Employee's immediate supervisor's consent. School-year Employees, including two hundred-thirty-(230) day Paraprofessionals/Para-educators and part-time Employees, are not granted vacation time because they have time off during the school year. Vacation time shall only be allowed to accumulate up to a total of two (2) years credit time.

B. Paid Holidays – School-Year Employees

1. Labor Day
2. Memorial Day
3. Thanksgiving Day (effective November 2006)
4. Christmas Day (effective December 2005)

C. Paid Holidays – Twelve-(12) Month Employees

- |  |                     |
|--|---------------------|
| 1. Labor Day                           | 5. Memorial Day     |
| 2. Thanksgiving Day                    | 6. Independence Day |
| 3. Christmas Eve (effective Dec. 2005) | 7. Good Friday      |
| 4. Christmas Day                       | 8. New Year's Day   |

D. Should a holiday fall on Saturday or Sunday, either Friday or Monday shall replace that day.

- E. To qualify for holiday pay, the Employee must work the scheduled workday immediately prior to and the scheduled workday immediately following the holiday or be on approved leave. Exceptions may be made with the approval of the immediate Supervisor. Days are paid on the basis of regularly scheduled hours per day.

**ARTICLE XV**

**INSURANCE**

- A. The Employer shall make premium payments, to the extent provided below, for the following Blue Cross Blue Shield insurance coverage for a full twelve-(12) month period for the Employee and his/her dependents. Employees not selecting Plan A will select Plan B.
- B. Subject to paragraph C of this Article, the Board agrees to make premium payments as follows:
  - 1. To the extent specified in paragraph C, for Plan A or Plan B coverage for Employees who are regularly scheduled to work five and one-half (5-1/2) hours a day or more.
  - 2. Employees working less than five and one-half (5-1/2) hours a day will have Plan A Employer premium contributions made on a prorata basis (hours per day/5.5) or one hundred percent (100%) of Plan B.

Plan A

(For Employees electing health insurance)

Health LTD	BC/BS Community Blue with 10/40 prescription coverage 66 2/3% \$5,000 monthly maximum 90 calendar days modified fill Pre-Existing Condition Waiver – Yes Freeze on Offsets – Yes Alcohol/Drug Addiction – same as any other illness Mental/Nervous Condition – same as any other illness
Negotiated Life Vision	\$30,000 w/AD & D BC/BS Blue Blue Vision
Dental	BC/BS Traditional Plus Dental Coverage
Health Reimbursement Account	All full time employees will have a \$ 2,000 health reimbursement account in addition to the BC/BS insurance coverage.

Plan B

(For Employees not electing health insurance)

The Employer shall, on a monthly basis, contribute up to a maximum of two thousand dollars (\$2000) annually to a Section 125 Plan established by the Employer.

In addition, Plan B will include the following benefits:

Negotiated Life	\$35,000 w/AD & D
Vision	BCBS Community Blue Blue Vision
Dental	BCBS Traditional Plus Dental Coverage
LTD	Same as above

- C. The Employer contribution is set at 90 percent of the BC/BS health, vision and dental premiums.

Employee premium contributions shall be payroll deducted.

- D. If a husband and wife are both employed by the ISD, and are both eligible for Employer contributed health premiums, one (1) shall elect health insurance coverage and the other will elect Plan B.
- F. If an Employee quits or is terminated, or laid off during the school year, Employer health insurance premiums contributions shall cease at the end of the month in which the resignation, termination, or layoff becomes effective.
- G. Should the Employer become obligated by State or federal law to contribute to or participate in a governmentally-sponsored insurance program, or provide different health insurance, or pay more toward health insurance for part-time Employees, the insuring provisions of this Agreement shall be considered inoperative on the effective date of such legislation, and the parties will meet to negotiate over the impact of such changes. Nothing in this agreement shall be interpreted or implied to require the Employer to maintain any premium payments for health insurance program(s) on behalf of Employees or their dependents if the insurance program(s) have been replaced or superseded by federal or State statute or regulation or where the Employer would incur any tax penalty or reduced appropriation by virtue of continued participation in contractually designated insurance program(s).

## ARTICLE XVI

### COMPENSATION

- A. All Employees covered by this Agreement shall be paid every two (2) weeks on Friday. Year-round Employees shall have twenty-six (26) pay periods. Beginning with the first pay date of the 2010-2011 school year (September, 2010), All employees shall be paid based on their approved bi-weekly time sheet.
- B. Each Employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose for each two (2) week period. The Employee shall be responsible for maintaining these check stubs to provide his/her own up-to-date record, provided, however, that the Employer will provide the appropriate year-end reports and forms to each Employee for income tax purposes.

- C. Employees shall not be required to have their own vehicles present at their place of regular employment. Should an Employee be assigned by his/her Immediate Supervisor to transport students and/or materials, he/she shall be provided a District-owned vehicle for said assignment. Should an emergency arise necessitating the use of an Employee-owned vehicle, said Employee shall be reimbursed for the mileage incurred at the current IRS rate.
- D. Steps on the salary schedule shall be earned as of the Employee's anniversary date.

It is understood and agreed that all Employees currently employed are on the correct step and no one may challenge location on the step as a result of this contractual language.

E. Schedule

<u>Step</u>	<u>2011-12 Rate of Pay</u>	<u>2012-13 Rate of Pay</u>
1	\$12.57	\$ 12.70
2	\$12.57	\$ 12.70
3	\$13.55	\$ 13.69
4	\$13.55	\$ 13.69
5	\$14.64	\$ 14.79
6	\$14.64	\$ 14.79
7	\$15.81	\$ 15.97
8	\$15.81	\$ 15.97
9	\$16.43	\$ 16.59
10	\$16.43	\$ 16.59
11	\$17.15	\$ 17.32

\* Upon ratification of this agreement each employee shall receive a one time, off scale payment of \$200.00. This payment will be included in the employee’s regular paycheck as soon as is practical after ratification of this agreement.

Based upon recommendation from the program director and approval of the superintendent, the Board shall pay an additional two dollars (\$2.00) per hour for Paraprofessionals/Para-educators who have or earn advanced degrees, specialized licenses, specialized certifications, and/or special qualifications that enhance or improve their skills in the performance of the job for which they are assigned. Though not an inclusive list, the administration may take the following into consideration when establishing which job-related degrees, licenses, certifications, and/or qualifications justify additional compensation: An associate’s degree, a bachelor’s degree, a practical nursing license, a registered occupational therapy assistant certificate, a physical therapy assistant certificate, an A+ computer certificate, a MOUS certificate, a SMAW DII arc welding qualification, a QA – Level One signing (interpreter for the deaf) certification, and/or a journeyman’s card.

- F. In addition to the above salary schedule, longevity pay will be granted commencing the year following the Employee’s eleventh (11<sup>th</sup>) year of service to the WMISD. The annual rate of longevity shall be paid according to the following years of service:

12-15 years	Step 11 + 2%
16-20 years	Step 11 + 2.5%
21-25 years	Step 11 + 3%
26+ years	Step 11 + 3.5%

The annual rate of longevity shall be based on the Employee’s current annual salary. Longevity shall be paid over the number of pay periods elected by the Employee for the regular salary payments or in a lump sum the first pay in June.

- H. Bargaining Unit Members supplementing their regular ISD work hours by doing other Bargaining Unit work for the Employer shall be paid their regular rate of pay.

**ARTICLE XVII**

**MISCELLANEOUS PROVISIONS**

- A. Copies of this Agreement will be presented to all current Employees and to new Employees entering the employment of the Employer. The cost of printing this Agreement shall be shared equally by both parties. The contract will be printed either at the ISD offices or at the MEA Uniserv Offices as mutually agreed.
- B. This Agreement supersedes and cancels all previous agreements, verbal or written or based on alleged past practices, between the Board and the Association, and constitutes the entire Agreement between the parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- C. The Association agrees that during the life of this Agreement, neither the Association, its agents nor its members will authorize, instigate, condone or engage in any strike, work stoppage or refusal to work, picketing, slow down or other concerted interference with the operations of the Employer. The Employer agrees that for the life of this Agreement they will not lock out the Employees except for the violation of provisions of this section.
- D. The parties acknowledge during the negotiation which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties, after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees, that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to as covered in this Agreement even though the subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.
- E. Nothing in this contract shall prevent the Employer from complying with the Americans with Disabilities Act requirements.

- F. All classroom para-educators and/or paraprofessionals will meet state and national standards to be Highly Qualified as established by their score on ACT Work Keys Assessment or by having attained sixty (60) or more semester hours of college credit or by obtaining an Associate's Degree or higher or by completing the portfolio option as proscribed by the Michigan Department of Education if that option is allowed by the Michigan Department of Education.

## **ARTICLE XVIII**

### **WORKING CONDITIONS**

Those Employees who are active volunteer firemen, ambulance attendants, or other emergency service workers may be released for emergencies during their work time provided that a plan for supervising students and covering essential services is approved by the Program Director. Such Employees shall not suffer loss of pay or fringe benefits for providing such service.



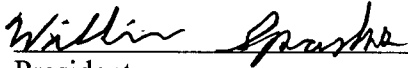
**ARTICLE XIX**

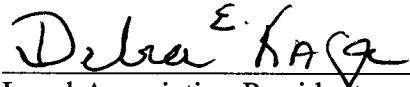
**DURATION OF AGREEMENT**

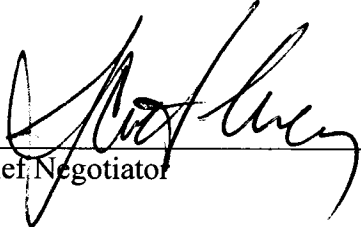
This Agreement shall be effective upon ratification and shall continue in full force and effect through August 31, 2013 and may be extended only by mutual written agreement of the parties.

WEXFORD / MISSAUKEE INTERMEDIATE  
SCHOOL DISTRICT BOARD OF EDUCATION

MICHIGAN EDUCATION  
ASSOCIATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Local Association President

  
\_\_\_\_\_  
Chief Negotiator

  
\_\_\_\_\_  
Chief Negotiator

  
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MEA Uniserv Director