

MASTER AGREEMENT
BETWEEN
WASHTENAW INTERMEDIATE
SCHOOL DISTRICT
AND
TEAMSTERS STATE, COUNTY, AND MUNICIPAL WORKERS
LOCAL 214

July 1, 2019 - June 30, 2022

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ARTICLE 1

Recognition

- A. The Employer hereby recognizes the Union as the exclusive bargaining representative for a unit of employees certified by the Michigan Employment Relations Commission in Case Number R74G284, excluding the Administrative Assistants and Executive Secretaries.
- B. For the duration of this Agreement, the Employer agrees not to negotiate with any organization other than the Union representing the employees recognized in Article I, Section A. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such adjustment.
- C. It is mutually agreed and understood that this Agreement shall require the signed approval of the President of the Union, the President and Secretary of the Board of Education of the Washtenaw Intermediate School District, parties to this Agreement, in order to be binding upon the Union and the Employer.
- D. Employees working 17.5 hours or less per week shall be excluded from the terms and conditions of this agreement.
- E. Temporary employees shall be excluded from the terms and conditions of this Agreement.

ARTICLE 2

Management Rights

The Employer hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:

- A. 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.
- B. Hire all employees and, subject to the provisions of the law and contractual agreements with the Union, to determine their qualifications and the conditions of their employment or their dismissal and to promote, transfer and assign all such employees, and to determine the size of the work force.
- C. Establish or revise policies and adopt reasonable rules and regulations. New copies of rules/policies and regulations effecting members of the bargaining unit will be given to the employees.
- D. 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.
- E. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means, methods and processes of carrying on the work and the institution of new and/or improved methods of changes therein.
- F. 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.
- G. Determine the placement of operations and the source of materials and supplies.
- H. Determine the financial policies including all accounting procedures, and all matters pertaining to public relations. As part of the Employer accounting procedures, the Employer may convert leave time from days to hours.
- I. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 3

Union Security

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on, or discriminate against, any employee as regards such matters.
- B. If any provisions of this Article are invalid under federal law or laws of the State of Michigan, such provisions shall be modified to comply with the requirements of federal, state, and city law, or shall be renegotiated for the purpose of adequate replacement. Written notice shall be provided declaring such invalidity, thereafter negotiations shall commence within a reasonable time.
- C. The Union agrees to save the Employer harmless from all legal fees, salaries, payments or any expenses incurred in the enforcement of this Article of the Agreement.

ARTICLE 4

Use of Building and Bulletin Boards

- A. Upon request to the Assistant Superintendent for Administrative and Business Services, or his designee, the Union and its members may be permitted to meet at the Board of Education Building if appropriate facilities are available and operating staff is on duty. All requests for such meetings must be in writing three (3) working days prior to the requested meeting. If any custodial services are required for such meetings, the Employer may make a reasonable charge for the services provided.
- B. The Employer shall allow the Union to use one (1) bulletin board in the employees' lounge of each building for posting notices set forth in Section I, below:
 - 1. Notices shall be restricted to the following types:
 - a. Notices of Union recreational and social affairs.
 - b. Notices of Union elections pertaining to employees within this Unit.
 - c. Notices of Union meetings and educational classes.
 - 2. Bulletin boards shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever and, among other things, shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever.

ARTICLE 5

Hours of Work

- A. The Employer retains the right to schedule the work hours of employees according to the needs of the District. Moreover, nothing contained in this Article shall be construed as a guarantee of hours worked per day or per week. The Employer agrees to discuss any proposed general change in the hours of work for any group of employees, in advance, with the Union.
- B. The normal working day will be from 8:00 a.m. to 4:30 p.m., Monday through Friday. When appropriate for a job assignment, an alteration in the normal working day may be designated with seven (7) working days advance notice or less than seven (7) working days advance notice by mutual agreement (Example: 7:30 a.m. to 4:00 p.m.).

All employees shall be entitled to a duty-free, one (1) hour, unpaid break time, which shall be determined by each employee's supervisor with input from the employee. The break time does not need to be a single uninterrupted one (1) hour period. Thirty (30) minutes of the break time shall be scheduled between the hours of 11:00 a.m. and 2:00 p.m. except in emergency situations.

- C. Employees shall be paid at a rate of time-and-one-half for all hours worked beyond seven-and-one-half (7.5) in a day, and all hours worked on Saturday and Sunday unless a compensatory time arrangement has been agreed to between the employee and his/her supervisor.. At the employee's option and with the supervisor's approval, a compensatory time arrangement may be used as an alternative to time-and-one-half payment for overtime. All compensatory time arrangements must be completed within a work week, Monday through Sunday. All compensatory time arrangements shall be counted for at straight time. (Example: An employee may leave one (1) hour early on Monday and work one (1) extra hour on Tuesday of the same week to compensate for leaving early on Monday. As a result, no overtime would be paid and no additional compensatory time would be earned as the employee completed his/her 37.5 hour work week). The employee will complete his/her time record to account for this time as required by the Employer. Overtime will first be offered to the employee who would normally perform such work. Should this employee decline, the overtime will be offered to other employees within the same department on a rotating basis, provided the employee(s) possess the skills and qualifications necessary to perform the tasks. First consideration will be given to qualified bargaining unit members.

Should the employees in the department decline, the Employer will resolve how the work is to be performed.

- D. Employees in this Unit who choose to do secretarial work for separately funded projects outside the normal workday shall be paid at a uniform rate roughly equivalent to average time-and-one-half compensation for secretaries. The Business Office will establish said rate annually.
- E. Nothing in this Article shall require the Employer to keep its buildings open. When it is judged appropriate because of severe inclement weather to close the student portion of the Employer's operation, employees may be required to report for duty.

In the event of a building closure not related to weather, i.e. utility issues, chemical spill, police lockout, etc., if employees at a specific site are required to work and other employees at the same site are not required to work (or are permitted to leave work), employees that are required to continue working will then be paid at a rate of time and one half for the remaining hours worked.

Those employees not reporting upon request shall have the day charged to either personal, vacation, or unpaid leave time or have the option of rearranging the work schedule, with mutual agreement of the supervisor. The employee will have the option to select which type of leave, personal, vacation, or unpaid leave will be charged.

The Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system. The Superintendent, or his designee, shall make every effort to announce school closing one (1) hour before the time required for the earliest employee reporting time.

- F. Bargaining unit employees who choose to work and are selected for a posted summer position shall be paid at the hourly rate of pay for the current school year. Such employees will also receive their monthly sick leave allowance for that period of time and may use their accumulated sick leave during the summer work period.

ARTICLE 6

Steward

- A. At times mutually agreed to with the supervisors of the parties involved, the Chief Steward shall be allowed, while on the Employer's property, reasonable time during working hours to present, process, and investigate grievances without loss of pay.
- B. Should the exercise of this Article lead to abuse in the form of excessive lost time, the Employer shall notify the Union in writing that such abuse exists. Should no corrective action be taken by the Union within thirty (30) calendar days after notification, the Employer shall have the right to suspend the revisions of this Article and for the remainder of the contract term, grievances shall be processed and investigated during non-working hours.
- C. The Union's Chief Steward shall cooperate with the Human Resources Office in the orientation of new employees and, specifically, in making employees cognizant of the terms and conditions of this Agreement. To that end, all new employees will have a meeting with the Steward and the Executive Director of Human Resources or designee.
- D. The Human Resources Office shall notify the Chief Steward of the Union in writing of any new hires into the bargaining Unit, or terminations from same, within ten (10) working days of such occurrences.

ARTICLE 7

Vacancies, Promotions and Transfers

- A. Vacancies and new positions within the Unit shall be filled, if possible, from the ranks of the employees who are the most qualified, at the time of the posting, by possessing the necessary training, previous experience, work attitudes, ability to get along with others, and health. In case of equal qualifications, seniority shall prevail.
- B. Job vacancies will be posted in a conspicuous place for a period of five (5) working days in each operating building prior to the interviewing of outside applicants. In addition, during this period, copies of any such notices shall be sent to the Union Steward, who may request more copies, if necessary. Employees interested in a posted vacancy shall apply within the five (5) working day period in order to be considered for the job vacancy. Upon written request to Human Resources, employees not scheduled to work during any period will be notified by US mail of any anticipated vacancies within the Unit.
- C. The Employer agrees to fill vacancies within sixty (60) working days from the last date of the internal posting. In the event the Employer is unable to fill the vacancy within such time frame, the Employer will notify the Union, in writing, of its reason(s) for non-compliance.
- D. If an employee 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. A copy of said notice shall be forwarded to the Union Steward.
- E. Employees who have been transferred to a job of higher classification will be at the same experience Step level in the new classification. Employees who have been transferred to a lower classification will be at the same experience Step level in the new classification.
- F. A former employee of WISD, if re-hired, shall be treated as a new employee with seniority beginning at the date of re-hire.
- G. Employees who accept assignments with the school district outside the bargaining unit will have their seniority frozen. Such employee is entitled to the first posted vacancy for which he/she is qualified, but does not have access to the "bumping" procedure.
- H. The Employer shall have the final authority to assign all classified personnel after the posting and other policies as listed above have been followed, and after consultation with the employee and the employee's immediate supervisor. The Union shall receive notification of all assignments. If a position is upgraded, it may be granted to the incumbent without posting, or the position may be posted. This decision is to be made by management unilaterally.
- I. When a new job title or classification is created that falls within the jurisdiction of the Union the Employer will notify the Union of the proposed pay rate for the new position. The Union will have fifteen (15) working days after said notification to request negotiations on the proposed rate. If the Union fails to request negotiations within the fifteen (15) days, the Employer's proposal will be adopted.
- J. The Union shall have the right to request that a position be upgraded by submitting a request to Human Resources. The administration shall evaluate the Union's request and respond to it within ninety (90) days after its submission. The decision of the administration shall be final and not subject to the grievance procedure.
- K. If an employee applies for a position and the posting is cancelled, the applicant shall be notified.

ARTICLE 8

Discharge, Demotion and Discipline

- A. All new employees will serve a sixty (60) workday probationary period. Employees shall not receive payment for absence for any reason during the probationary period. *(A holiday that occurs during the probationary period shall not be considered an absence.)* At the end of the probationary period, the employee, if eligible, shall receive credit for sick leave days and vacation time from the original date of hire. At the end of the probationary period, an employee who has used sick days during the probationary period may be paid for same with an appropriate subtraction from the accumulated total. During the probationary period, the Employer shall have the right to discharge, demote or lay off employees without regard to the provisions of this Agreement.
- B. If a supervisor is dissatisfied with the on-the-job performance of an employee, he/she shall meet with the employee in regard to that problem. The non-probationary employee may have a Union representative present at that session.
- C. The responsibility for the suspension or dismissal of any employee for any just cause shall lie with the Superintendent. The non-probationary employee may, however, consult with the Union prior to this action.
- D. The non-probationary employee in question may appeal the suspension or dismissal through the Union with such appeal being subject to Step 2 of the Grievance Procedure (see Article 12 – Grievance Procedure, page 13).
- E. If the employee has been suspended and later reinstated, he/she will be reimbursed his/her usual pay rate for all time lost except where a penalty is deemed necessary by the Employer. In such cases, the non-probationary employee may appeal to the Union.
- F. A demotion shall be defined as changing the employee's classification and salary to one in a lower classification. It shall not be deemed a demotion if the change is requested by the employee. Demotion shall occur for one of the following two reasons:
1. A reduction of the work force; or
 2. An inability to capably perform the duties required for the position.
- In the latter case, written, detailed evidence of inability shall be required as proof.
- G. Employees being demoted or released shall be notified by personal interview with an Assistant/ Associate Superintendent.
- H. All employees shall be entitled to representation by the Union in all matters referred to in Article 12, except probationary employees in matters of discipline or discharge.
- I. Employees hired on a temporary basis for a specific period of less than ninety (90) days shall be excluded from terms and conditions of this Agreement.
- J. An employee who is discharged after more than one (1) year of service shall be entitled to unused vacation time.

ARTICLE 9

Lay-Off and Recall

In any reduction of staff, the following shall be applied:

- A. The Employer will notify in writing each employee whose position is being eliminated or who is being laid off and simultaneously notify the union. Employees, whose positions are terminated or who are laid off, will receive at least fifteen (15) days notification and shall exercise their contractual rights within fifteen (15) days of their notification.
- B. A bargaining unit member whose position is eliminated may first transfer to a vacant position in the classification and work year affected by the layoff. If there is no vacant position in the classification affected by lay off, the bargaining unit member may "bump" the least senior employee in the affected classification and work year, provided he/she is qualified for the position.
- C. In the event that there is no less senior employee in the affected employee's classification, the affected employee may transfer to a vacancy in the next lower classification and work year. If there is no vacancy in the next lower classification, the bargaining unit member may "bump" the least senior employee in the next lowest classification and work year, provided he/she is qualified for the position.
- D. Any employee who is laid off as a result of paragraph B or C may "bump" in the same manner, provided he/she is qualified for the position.
- E. No employee shall be entitled to "bump" into a position for which they do not have the present ability to perform the work.
- F. Should an employee not desire to exercise these "bumping" procedures; he/she shall take a voluntary layoff and be placed on a "preferred eligibility" list. Should there not exist a less senior employee in the affected classifications or should the Employer determine the employee to be unqualified for a position, he/she shall be laid off and placed on a "preferred eligibility" list. Such employees shall be notified by the Employer of all such subsequent vacancies and shall be granted ten (10) days to make application in accordance with Article 7, Section A. If an employee is not selected for a position within one (1) year, the employee shall be terminated. "Preferred eligibility" shall not be construed to mean preferment over personnel with superior seniority who are not on layoff status.
- G. Recall shall occur in order of reverse seniority for the pay grade of the vacancy or above.
- H. In determining pay rates, bargaining unit seniority will be applied.
- I. Temporary personnel who are outside of the bargaining unit shall not be assigned bargaining unit work if there is a union member on layoff that is certified and qualified to fill the position.

ARTICLE 10

Seniority

Employees shall earn seniority based on their date of hire or promotion to a classification in the bargaining unit. Employees who are scheduled to work a 191-day year will be granted a full year of seniority if they work said year. Seniority will be adjusted for any unpaid absences of more than thirty (30) consecutive workdays. There shall be no seniority for probationary employees. The Board shall maintain an up-to-date seniority list which shall be posted after January 30th of each year.

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

1. He/she quits or retires.
2. He/she is discharged and the discharge is not reversed through the grievance procedure.
3. He/she fails to return to work within ten (10) calendar days after the issuance of a Board notice of recall by registered or certified mail to the last known address of such employee as shown by the Board's records.

Notwithstanding the above, an employee who has been off work for a work-related disability shall continue to accrue seniority for two (2) years.

In the event an employee is transferred to a position outside the bargaining unit, he/she will have his/her seniority frozen. Employees returning to the bargaining unit shall retain all rights provided for in the Agreement.

ARTICLE 11

Resignation

- A. Any employee desiring to resign shall submit his/her resignation in writing to the Human Resources Office a minimum of two (2) weeks prior to the effective date of resignation.
- B. Any employee who resigns after one (1) year of service shall not forfeit his/her right to earned vacation time. Employees resigning prior to one (1) year of service shall forfeit earned unused vacation time.
- C. Any employee who discontinues services without proper notification forfeits any rights and privileges which may have been granted by the Washtenaw Intermediate School District to its employees.

ARTICLE 12

Grievance Procedure

- A. It is mutually agreed that all grievances arising under and during the terms of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such difference; but the grievance shall be submitted to the following grievance procedure.

Matters excluded from consideration under this procedure shall include:

1. All matters related to the evaluation of employees.
2. Any matter related to probationary employees including discipline and their continued employment.
3. Verbal discipline and/or counseling whether verbal or written.

Step 1

By conference between the aggrieved employee, the Steward, or both, and the immediate Supervisor, the parties will attempt to reach mutual agreement on a resolution.

Step 2

If the grievance is not settled in Step 1, the Union may, within five (5) working days of 1) the incident giving rise to the grievance and 2) when the Union should reasonably have been aware of the incident, reduce the grievance to writing on the regular grievance form provided by the local Union and deliver same to the designated Employer representative as a request for a meeting between Union representatives and an Assistant/Associate Superintendent, to review the matter. Such meetings will be held within five (5) working days from date of said written request, and the Employer will render its decision within five (5) working days thereafter.

Step 3

If the grievance is not settled in Step 2, the employee and/or Union, within five (5) working days after receipt of the answer in Step 2, may appeal to the Superintendent. The Superintendent will give the employee and/or Union representative involved an answer in writing no later than seven (7) working days after receipt of the appeal from Step 2.

Step 4

In the event that a grievance is not satisfactorily settled at Step 3, the Union shall within ten (10) working days refer the dispute to the Michigan Employment Relations Commission for the purpose of mediation.

Step 5

In any grievance involving suspension and/or discharge of an employee, the grievance may be submitted to arbitration provided such submission is made within ten (10) working days after receipt of the last Step answer. Selection of the arbitrator shall be by mutual agreement of both

parties, and both parties agree to be bound by the arbitrator's final decision. The cost of any arbitration under this Step shall be borne equally between the parties.

- B. In the event that a grievance is upheld as a result of mediation, no claim for back pay or other benefit based thereon shall exceed the pay and other benefits to which the grievant would have been entitled except for the grievance, less any unemployment compensation (except to the extent it must be repaid to the state).
- C. Any grievance not appealed within the time limits shall be deemed settled on the basis of the earlier response. This and all other limits, however, may be extended by mutual consent of the parties.

Alternate Step 5

In the event the Union is not satisfied with the disposition of the grievance at Step 4, the Union must provide written notice of intent to submit the grievance to arbitration within fifteen (15) days of the conclusion of mediation at Step 4.

After receipt of a notice of intent to arbitrate, the parties shall meet in an attempt to mutually agree on an arbitrator. If the parties are unable to mutually agree on an arbitrator, the moving party may submit the matter to the American Arbitration Association requesting that an arbitrator be selected with their assistance and under their rules. All arbitral proceedings shall be conducted in accordance with the rules established by the American Arbitration Association.

The arbitrator shall have no power to amend, alter or modify this Agreement or any supplementary agreement. The arbitrator shall base the decision solely on the express written provisions of the agreement. The arbitrator shall not substitute his/her discretion for the discretion of the employer. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing and the award shall not be based on other extra contract matters not specifically incorporated in this Agreement.

There shall be no appeal from the arbitrator's decision. It shall be final and binding on the Union, the Board, and on all parties.

The arbitrator shall have no power to establish salary schedules or set or alter hourly rates.

No decision of an arbitrator in any one case shall require retroactive adjustment in any other case.

ARTICLE 13

Health and Welfare

The employer will provide, upon application, to full time bargaining unit employees, a flexible compensation plan as outlined in Appendix II.

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.

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 paragraph will expire as of November 1, 2012.

The Employer will implement the aggregate hard cap for health/medical benefits in conformance with PA 152 of 2011 using a modified rate methodology to more accurately reflect industry practice for pricing single, two-person and full family coverage. The Employer will offer a selection of health/medical care options through a single carrier or health care administrator. The underlying coverage levels of at least two of the offered health plans will be the same as the coverage levels of the PPO-type plans offered as of June 30, 2013 with the exception of the option which will be identified as the "HMO" option which will have no out-of-network coverage. Co-pays, deductibles and co-insurance, if applicable, may vary between options. For employees electing opt out of the health insurance coverage offered by the Employer, the Employer will contribute \$104.16 per pay (based on an annual opt out amount of \$2,500) in lieu of this offer of health insurance coverage upon the following conditions:

- (1) the employee voluntarily and in writing opts out of the health benefits coverage offered by the Employer; and
- (2) the employee provides documentation to the Employer that the employee and eligible dependents have other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act.

Beginning January 1, 2012, if an Employee's spouse and/or dependent has health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage.

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.

Notwithstanding any other provision of this Agreement, the parties understand that health benefits described herein are subject to the Affordable Care Act ("ACA") and that the ACA has many required provisions with varying effective dates. The parties agree that the District may amend the health plan to the extent necessary in order to ensure compliance with the ACA. For the contract period starting July 1, 2016 and ending June 30, 2019, the parties agree that discussion of any health care plan changes as a result of the ACA will take place in the Health Care Committee that includes representatives from Teamsters. Upon request by either party, the agreement will be re-opened for the limited purpose of bargaining over the effect of any amendment made to the health care plan as a result of the District's required compliance with ACA and Public Act 152 of 2011.

ARTICLE 14

Section 1 - Sick Leave

- A. Sick Leave - Each employee shall be entitled to accumulate sick leave at the rate of 11.25 hours per month worked, including time on earned leave. After two (2) years of employment in the district, the individual employee shall have his/her sick hours credited during the first month of work for the coming school year. A terminal leave payment of all accumulated unused sick leave above 900 hours will be paid upon retirement to the employee at \$30 per every 7.5 hours, up to a maximum of \$2,000. To be eligible for such payment, an employee must be eligible and file a retirement allowance under the MPSERS Fund. Sick leave will be used only for personal illness or injury, or death in the family.

Sick leave shall be defined as:

1. Personal illness of the employee due to infectious disease, contagious disease, organic defects, and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
2. Serious illness or injury in the immediate family of up to 112.5 hours within three consecutive fiscal years (July 1-June 30), without the approval of the Employer, and up to 37.5 additional hours in this same 3-year period for a documented medical condition. Additional time may be approved upon request to the Superintendent. Also, upon request, the employee shall receive an accounting of days used.
3. Up to 22.5 hours may be taken for bereavement in the immediate family. Fifteen (15) of these 22.5 bereavement hours may be taken for persons outside the immediate family, provided the request is pre-approved by the supervisor. Additional time for bereavement may be approved upon request to the Superintendent. Should the employee decide to use personal leave for this additional time, an exception to the three (3) day notice for use of personal leave will be made.
4. For bereavement of husband, wife, daughter, son, mother, father, the employee may request, upon return, Superintendent's approval up to 15 additional bereavement hours. Such approval shall not be unreasonably denied.

For the purposes of 1, 2, and 3, immediate family shall be defined as mother, father, sister, brother, husband, wife, daughter, son, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-children. The Employer may require a physician's written statement as to the ability to perform their required duties. The Employer normally will not require a statement for every individual day, but may require one in the following instances:

1. If the employee has an excessive absentee record. The employer may require that the employee be evaluated by the employer's physician.
2. After fifteen (15) consecutive hours of sick leave taken.
3. In employee absence the day before and/or the day after a holiday, vacation period or unpaid spring break, unless exception has been granted by the Employer. Requests for an exception may be made to the appropriate Assistant/Associate Superintendent, and a determination may be made on an individual basis.

- B. Employees who use 22.5 or less sick hours during the prior fiscal year shall receive a lump sum payment of \$400 in the second payment in August of the qualifying year. Employees who use 37.5 or less sick hours during the prior fiscal year shall receive a lump sum payment of \$200 in the second payment in August of the qualifying year. These payments are not cumulative; an employee qualifies for one payment or other.... Bereavement hours shall not count as sick hours for the purposes of this attendance incentive. Upon resignation or termination before December of the qualifying year, the staff will forfeit their right to payment. An employee must work one complete fiscal year (July 1 – June 30) before being eligible for the attendance bonus.

A Teamsters employee may donate up to thirty (30) hours¹ of his/her accumulated sick leave to another Teamsters employee who has used (or shall use) all of his/her sick leave and is facing personal long term illness or death of a family member (as defined in Article 14 of the contract). A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal² to the recipient's wage. A Teamsters employee may not receive more than a total of seventy-five (75) donated hours during the period of a school year. An employee shall not receive more than two hundred and twenty-five (225) hours during the employee's duration of employment at the WISD.

An employee's participation is strictly voluntary. An employee who wants to transfer earned sick leave to a Teamsters employee of their choice may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence request form furnished by Management and follow the procedure set forth in the Teamsters contract.

Section 2 - Personal Days

- C. Each employee shall be allowed 22.5 hours per year for time necessary to conduct personal business transactions which are impossible to do on the weekend or after the employee's hours of work. Employees hired during the course of the contract year will receive personal leave days as follows:

July - September	22.50 hours
October - December	16.875 hours
January - March	11.25 hours
April - June	5.625 hours

The request for personal business hours must be made, at least three (3) days prior to the requested date, to the employee's immediate supervisor. Personal business hours may not be taken immediately preceding or following a holiday, vacation period, or unpaid spring break. Requests for an exception to this may be made to the appropriate Assistant/Associate Superintendent, and a determination made on an individual basis by him/her. In case of an emergency, the Assistant/ Associate Superintendent may approve personal business hours for the employee. Unused personal business hours shall be added to sick leave accumulation at the end of each employment year.

¹ Due to the size of the unit, a Teamsters employee may donate up to 4 days of accumulated sick leave.

² It is not an even exchange if an employee donates time to an employee who receives a higher rate of pay.

Section 3 - Jury Duty

D. Any employee who is a regular full-time seniority employee shall be granted a leave of absence not deductible from earned sick leave to perform Jury Duty. The employee shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she otherwise would have been scheduled to work, provided the employee turns over (to the Employer) the amount received for Jury Duty on the days when the employee would otherwise have been regularly assigned work in the district. The employee shall retain the amount paid for mileage. If Jury duty is not required for the full workday, the employee is expected to contact his or her immediate supervisor for further instruction (as to whether he or she should return to work for the day). The employee shall not be penalized in loss of sick days or other benefits provided he/she submits a Leave of Absence request via AESOP or other computerized management system) and provide the Human Resources Department the following:

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

Section 4 - Subpoena

E. For legally required attendance due to subpoena, the following guidelines apply:

1. Work Related: The employee shall not be charged leave. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) days of the hearing. Upon completion of his/her testimony, the staff shall return to work.
2. Personal: In the event an employee subpoenaed to testify in a proceeding, not related to his or her professional capacity with the Employer, the employee may use personal leave to attend.

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

Section 5 - Leave of Absence

F. Leave of Absence - After an employee has been employed for one (1) year or more, the employee may be granted up to one (1) year leave of absence, without pay or fringe benefits, for:

1. Prolonged illness in the immediate family.
2. Serving in any elected or appointed position. A leave of absence will not be granted to an employee elected or appointed to the Michigan Legislature (Const. 1963, Art. 4, §8).
3. Illness (physical or mental).
4. Child care leave.

5. Military service if drafted or called from reserves.
 - a. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on fulltime active duty for a maximum of two weeks per year. Employees who must be absent from work for a period of time that exceeds ten (10) work days shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. The employee shall submit the standard Leave of Absence request when notified of an impending call to service and provide the Human Resources Department the following documentation:
 - 1) A copy of military orders with duration of requested leave; and
 - 2) Proof of military compensation.

Employees with five (5) or more years of service who have an approved leave of absence for physical or mental reasons or compensable injury pursuant to Article 13, Section E, will have hospital/surgical/major medical insurance (if they have selected such benefits) continued at Employer expense for a period of three (3) months.

In approved leaves of absence for a period of up to six (6) months, the employee shall have the right to return to the position which he/she left without loss of status. In such cases, the Employer has the right to make a temporary assignment at the probationary rate of pay for that classification for the duration of the leave. In approved leaves of absence for a period exceeding six (6) months, the employee shall have the right to return to the first vacancy for which he/she is qualified.

Written application for such leave shall be made by the employee to their immediate supervisor and the Human Resources Office. Leaves of absence as described shall be without compensation from the Employer.

Section 6 – Leave Notification

G. 30-day advanced written notice by the employee shall be provided for unpaid leave and non-emergency paid sick leave beyond three (3) consecutive working days. Failure to provide advanced notice may result in denial of the leave. Emergency unpaid medical leave may be exempt from the notice requirement.

H. Non-emergency sick leave is defined as an elective medical procedure or a medical procedure that can reasonably be scheduled 30 or more days in advance.

I. If a request is made by an employee to waive the 30-day notice requirement under this section for non-emergency leave for medical reasons, the employee shall request a meeting with the Superintendent or designee to discuss the circumstances related to the waiver. The employee shall have the right to be accompanied by a union representative. The meeting shall be held and the Superintendent or designee shall respond to the waiver request in writing within five (5) working days.

Section 7 - Child Care Leave

J. An employee who desires a child care leave will file a written application with the Human Resources Office and the immediate Supervisor as soon as possible and no later than sixty (60) days prior to the commencement of leave and providing the beginning date of such leave is after at least one (1) full year of seniority and at least twelve hundred and fifty (1,250) hours of work in the last twelve (12) months. Such application shall include a signed statement by a physician indicating the expected date of delivery and the ability to perform the work until leave commences. Child care leaves will be granted for a period of up to one (1) year and may be extended upon subsequent application. Child care leave shall be without pay and may begin prior to the anticipated delivery date. The Employer shall continue paying the employee's hospitalization coverage during a child care leave, for no more than four (4) months past delivery or hospital stay of mother and/or child. The employee may elect to continue this hospitalization insurance at group rates at her own cost subject to the regulations of the insurance carrier.

The Employer may require the employee's physician to state that the employee is able to return to active service, prior to that return.

Prior to commencement of child care leave, the leave request may be canceled by the employee. Child care leave will also be granted to employees in the event of the adoption of a child. The Board shall grant leave for adoption provided that the employee applies in writing at least sixty (60) calendar days prior to the date such leave is to commence. Said request for leave shall include a prospective commencement date and a desired end date; the District recognizes unforeseen circumstances may require modification of the original notice. Leaves for this purpose shall be granted for a period up to one year and may be extended upon subsequent application. In the event that an employee can not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

Section 8 – Worker's Compensation

K. An employee who suffers injury compensable under the Worker's Compensation Act shall not have the absence charged against his/her sick leave for the first ten (10) days. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to insure that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act.

For absences less than 8 days: The employee shall receive full salary through payroll with no charge to the employee's sick leave.

For absences 8 to 13 days: The employee shall receive full salary for the first seven (7) days through payroll with no charge to the employee's sick leave. Beginning day eight (8), the employee will begin receiving Worker's Compensation benefit payments and shall, at his/her option, be compensated in either one of the following two methods. For each worker's compensation claim in excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

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

For absences 14 days or more: The employee shall receive Worker's Compensation benefit payments retroactive to the first date of injury. The

compensation method selected above will continue. Once a return to work determination is received by the Employer stating that the absence due to the work-related injury will exceed 13 days, some or all of the salary, depending on which of the compensation options above the employee chose, received by the employee from the Employer for any or all of the first seven (7) days will need to be repaid to the Employer:

1. If the employee selected option 1, once the employee returns to work, the employee's remaining salary for the year will be adjusted to recapture the overpayment.
2. If the employee selected option 2, any salary already received by the employee for any or all of the first seven (7) days will be applied to the remaining payments due for the difference between such employee's salary and the weekly benefit received. If an employee returns to work before all salary received for any or all of the first seven (7) days of absence has been applied, the employee's remaining salary for the year will be adjusted to recapture the overpayment.

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

ARTICLE 15

Holidays and Vacations

Section 1 - Holidays

- A. Holidays are designated in the calendar on an annual basis by the employer, in accordance with Appendix I.
- B. Permanently assigned employees, working less than twelve (12) months (1,950 hours) but more than nine and one-half (9.5) months (1,537.5 hours), shall be granted an additional paid holiday, for a total of seventeen (17) holidays, if the employee's planned work schedule is 208 workdays (excluding holidays and vacation) or more.
- C. Holidays occurring during an employee's vacation period shall not be charged against vacation time.
- D. **Holidays Except Those During Winter Recess**

In the event that it is necessary for work to be done by members due to commitments to other agencies, holiday work will be assigned on a voluntary basis, when possible. If it is not possible to make assignments on a voluntary basis, such holiday assignments will be made on a seniority basis with employees with the lowest amount of seniority being assigned first.

Employees working holidays shall receive compensation or compensatory holiday time at the rate of time-and-one-half. Accumulated compensatory holiday time will be used within sixty (60) days or before the end of the fiscal year, whichever is later.

Holidays During Winter Recess

As part of the yearly calendar of workdays developed with their supervisor, Employees may be asked to workdays identified as Winter Recess holidays in Appendix I. If an Employee is required to work one of these days, the Employee will be compensated at a double-time rate. Employees may refuse to work December 24 and 25 and January 1. An Employee will not be required to work more than five (5) of the Winter Recess holidays.

In the event the Employer determines that there is work to be performed for which the Employee regularly assigned to perform that work is not available, this work will be made available to other bargaining unit members the Employer determines are qualified to perform the work. If more than one bargaining unit member is available to perform the work, the most senior Employee shall have preference.

Section 2 - Vacations

- E. All full-time 12-month employees (1,950 hours) shall be granted a vacation with pay computed as follows:
 - 0 to 5 years of service - 75 hours annually (6.25 monthly)
 - After 5 full years of service but less than 10 full years of service - 112.5 hours annually (9.375 monthly)
 - 10 or more years of service - 150 hours annually (12.5 monthly)

If the employee's hire date is the 15th or earlier then they will receive that month's accrual.

Vacation leave shall be calculated and advanced to employees at the beginning of each fiscal

year or upon the start of employment. If an employee does not fulfill his/her annual work obligation, vacation leave will be prorated for the year and considered earned at the monthly rate specified in the chart above. If the employee's termination date is the 16th of the month or later, they will receive that month's accrual.

- F. Permanently assigned employees, working less than twelve (12) months (1,950 hours) but more than nine and one-half (9.5) months (1,537.5 hours), shall be granted vacation with pay on a prorated basis.

0 to 5 years of service - 7.5 hours for every additional 33.75 hours over 1,537.5 hours
After 5 full years of service but less than 10 full years of service - 7.5 hours for every additional 20.0 hours over 1,537.5 hours
10 or more years of service - 7.5 hours for every additional 13.125 hours over 1,537.5 hours

If the employee's hire date is the 15th or earlier then they will receive that month's accrual.

Vacation leave shall be calculated and advanced to employees at the beginning of each fiscal year or upon the start of employment. If an employee does not fulfill his/her annual work obligation, vacation leave will be prorated for the year and considered earned at the monthly rate specified in the chart above. If the employee's termination date is the 16th of the month or later, they will receive that month's accrual.

All the above prorated calculations will be rounded to the nearest one-half vacation hour. Example: An employee with 0 to 5 years of service works 206 days. Prior to calculating paid vacation, the employee would be paid for 220 days (206 workdays + 15 holidays). This translates to 1,650 hours (220 days x 7.5 hours/day). Therefore, the employee would receive 25 hours $(112.5 ((1,650 - 1,537.5)) / 33.75 * 7.5)$ of paid vacation in addition to the 1,650 hours.

- G. The new increment for vacation accumulation shall be prorated to the nearest month. Employees may not use vacation during the 60-day probationary period. Up to 37.5 hours of vacation leave may be carried forward each year or staff may choose to be paid for up to 37.5 hours (5 days) of unused vacation leave hours at the end of the fiscal year; the employee must choose one option or the other. Payment for unused vacation will be made by the last pay in August for the previous fiscal year. The maximum carryover accumulation shall be 37.5 hours. Annual leave extending more than 150 consecutive working hours must have prior approval of the Superintendent.
- H. In scheduling vacation time, a senior employee has preference, provided application is made sixty (60) days in advance. For employees with frozen vacation bank hours, the combination of frozen vacation bank time and annual leave carryover may not exceed 225 hours.
- I. Vacation leave shall be scheduled, when practicable, according to the desires of the employee and the approval of the employee's immediate supervisor. When scheduling vacation time, consideration shall be given to the ability of the employer to arrange adequate coverage.
- J. Bargaining unit members employed on a 9.5-month (1,537.5 hours) or less basis do not generally receive annual leave benefits but shall have the option for a four- or five-day unpaid leave at spring break. If the employee has earned vacation leave under Section 2(F) of this article, the employee may use annual leave time during spring break. If the employee chooses either of these options or a combination thereof, the option shall be communicated in writing to their supervisor and the Human Resources Office on the first report day.

- K. A 9.5-month employee, with one year of service or more in the district, transferring to a 12-month position will receive a beginning balance of 37.5 hours and will accrue vacation days on the formula already established in subsection F of this article.
- L. A 12-month employee transferring to a 9.5-month position will have a period of up to two (2) years from date of transfer to exhaust their previously accumulated vacation time based upon the provisions of Article 15 - F and G.
- M. Employees with a frozen vacation bank as of July 1, 2000, may use these hours with prior approval of the supervisor, to reduce the number of work hours in the following year to no fewer than 1612.5 hours, unless the individual is retiring under the terms of the Michigan Public School Employees Retirement System, in which case all accumulated days may be used to reduce the work year.
- N. Employees with frozen vacation bank hours must use these hours before using unpaid days. Frozen vacation bank hours that remain at separation will be paid at the employee's rate that was in effect on July 1, 2000.

ARTICLE 16

Workdays

- A. Employees will develop a yearly calendar of workdays for approval by their supervisor. These work calendars shall be filed in the Human Resources office.
- B. In developing the work calendars, it is acknowledged that the needs of students and service to constituent districts are of paramount importance.
- C. In scheduling workdays, a senior employee has preference should a conflict arise between the proposed schedules of employees.

ARTICLE 17

Continuing Contract Review

- A. The Employer and the Union mutually agree that the terms and conditions set forth in this Agreement represent the full and the complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in an amendment hereto.
- B. An implementation committee shall be formed for the purpose of reviewing the working effectiveness of the contract and to attempt to resolve problems that might arise in its implementation.
 - 1. The implementation committee shall be composed of not more than two (2) representatives of the Employer appointed by the Superintendent, and not more than two (2) representatives of the Union designated by the Steward.
 - 2. The implementation committee will meet as necessary as requested by either party. These meetings are not intended to bypass the grievance procedure.
 - 3. All meetings between the parties will be scheduled to take place as promptly as possible, at times when employees involved are free from assigned responsibilities (unless otherwise mutually agreed).
 - 4. Each party will submit to the other, at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
 - 5. Failure to reach mutual agreement on any item discussed shall not constitute an unfair labor practice or be the basis for a grievance.
 - 6. Salary items shall not be considered under the terms of this Section.
 - 7. Items considered under this Article shall not be subject to the mediation or fact finding procedures of Public Act 379.
- C. Should the efforts of the implementation committee result in a mutually acceptable amendment to the Agreement, then the amendment shall be subject to ratification by the Employer and the Union.

ARTICLE 18

Negotiation Procedures

- A. At least ninety (90) days prior to the expiration of this Agreement, the parties will begin negotiations for a new Agreement covering wages, hours, terms and conditions of employment of employees covered by this Agreement.
- B. In any negotiations described in this Article, neither party shall have control over the selection of the negotiating representatives of the other party and each party may select its representatives from within or outside the School District. It is recognized that no final agreement between the parties may be executed without ratification by the Employer and the Union. The parties mutually pledge that representatives selected by each shall be clothed with necessary power and authority to make proposals and concessions in the course of negotiations, subject to such ultimate ratification.
- C. If the parties fail to reach an agreement in any such negotiations, either party may invoke the procedures established under Public Act 379, as amended.
- D. Members of the Union negotiating team, who are employees of the Employer, shall be released from their normal duties without loss of salary when meetings of the two negotiating teams are scheduled during their normal working hours.
- E. Copies of this Agreement shall be provided at the expense of the Employer and presented to all employees, or those hereafter employed by the Employer.
- F. Individual statements shall designate wages, classifications, and dates of employment for the following year, and shall be delivered within thirty (30) days after ratification of the Union's Master Agreement.

ARTICLE 19

No Strike Clause

- A. During the life of this Agreement, the Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, slow-down, curtailment of work, restriction of production, or interference of production of the Employer. The Union shall not cause, nor permit its members to cause, nor shall any member of the Union take part in any strike or stoppage of any of the Employer's operations or picket the Employer's building or premises during the life of this Agreement.
- B. The Union agrees it will take prompt affirmative action to prevent or stop unauthorized strikes, work stoppages, slowdowns of work, picketing, or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this Article. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction and/or it shall have the right to terminate this Agreement by notice in writing to the Union, in addition to any other remedies it may have.
- C. The committeeperson and officers of the Local shall take prompt affirmative action to try to prevent any wildcat strike, work stoppage, slow-down of work, picketing, or work interferences of any kind.
- C. The Employer, for its part, agrees that there shall be no lock-out during the term of this agreement. This lock-out provision shall not apply in the event of an unauthorized strike.

ARTICLE 20

Section 1 - Personnel Records

- A. By appointment with the Human Resources Office, a staff member shall be allowed to review the contents of his/her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- B. If the employee refuses to initial the materials shown to him/her, the Employer may use the materials if an attempt has been made to obtain the employee's initials in the presence of the Union representative. The Union representative may be asked to witness and/or initial that the material has been presented to the employee.
- C. No evaluations, correspondence, or other material making reference of 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. A less than satisfactory evaluation may be removed after two (2) consecutive satisfactory evaluations within a two-year period.
- D. The Employer shall give consideration to a written request by an employee to add or remove any item from the employee's personnel file. Denial of such a request will be in writing with a copy to the Union.
- E. Each file shall have a cover sheet upon which shall be indicated the date of insertion of material, the subject and origin of the material.

Section 2 - Evaluations

- A. A committee shall be formed to develop a new evaluation instrument. The Employer and bargaining unit group shall nominate committee members. The final evaluation instrument will need to be approved by both parties. The goal is to develop the new instrument by August 2019.
- B. The goal of the evaluation process is to create and maintain a satisfactory level of performance.
- C. Following the probationary period as defined in Article 8-A, an evaluation will be completed during the first year of employment.
- D. Following a satisfactory first year, employees will be evaluated at a minimum every two (2) years.
- E. A copy of the evaluation shall be given to the employee.

ARTICLE 21
Section 1 - Wage Guidelines

2019-2020 Salary Table

<u>Grade/Classification</u>	<u>Date of Hire</u>	<u>End of 1st Year</u>
OP =Office Professional	Step 1	Step 2
OP 1 ³	\$18.23	\$19.16
OP 2 ⁴	\$19.90	\$20.93
OP 3 ⁵	\$21.12	\$22.19
OP 4 ⁶	\$23.74	\$24.97

2020-2021 Salary Table

<u>Grade/Classification</u>	<u>Date of Hire</u>	<u>End of 1st Year</u>
OP =Office Professional	Step 1	Step 2
OP 1	\$18.59	\$19.54
OP 2	\$20.30	\$21.35
OP 3	\$21.54	\$22.63
OP 4	\$24.21	\$25.47

2021-2022 Salary Table

<u>Grade/Classification</u>	<u>Date of Hire</u>	<u>End of 1st Year</u>
OP =Office Professional	Step 1	Step 2
OP 1	\$18.87	\$19.84
OP 2	\$20.60	\$21.67
OP 3	\$21.87	\$22.97
OP 4	\$24.58	\$25.85

The wage rate change for 2019-2020, 2020-21 and 2021-22 shall be based on the following:

Property Tax Revenue Increase	Increase in Salary Scale
0% - 0.99%	0.25%
1.0% - 1.99%	0.50%
2.0% - 2.99%	1.00%
3.0% - 3.99%	1.50%
4.0+	2.00%

The property tax increase will be calculated as follows:

³ Formerly: Clerk, Receptionist, Secretary I & II

⁴ Formerly: Secretary III & Technician II

⁵ Formerly: Technician III

⁶ Formerly: Technician IV

% increase on the wage scale = (A-B)/B

A = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending immediately preceding the Employer’s fiscal year to which the wage change would apply.

B = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending the year before A above.

The wage change % will be capped at the CPI-U Unadjusted Percent Change for All Items December to December. (Example: The compensation scale change cap for 2019-20 would be based on the CPI-U change from December 2017 to December 2018).

Should the MFT bargaining groups finalize a more favorable wage scale provision, the parties agree to restate this Article of the Agreement.

ARTICLE 22

Longevity

Professional development training should extend beyond the basic expectations and essential duties of the position. This training requirement of 25 clock hours within 5 years must include 5 hours beyond the regular work day. MSBO/MIEM certification applicable to the Employee’s current position may be achieved during this training requirement. Classes/training/workshops directly related to the basic expectations of the employees’ job responsibilities will not, as a rule, be approved. Up to 10 hours may be sponsored by WISD staff development or training through other institutions.

The employee and supervisor will meet to develop a written professional development plan that meets the longevity criteria. Once completed, the plan will be submitted, 1-3 years prior to the qualifying year (but no later than October 1 of the qualifying year), to the assistant superintendent for approval within a 30-day period. The assistant superintendent places the approved plan in the employee’s personnel file. The employee notifies the supervisor when the professional development plan is completed. The supervisor will send written notification of plan completion to Human Resources so payment can be authorized.

Longevity accrued before June 30, 1998, will be frozen. Beginning July 1, 2008, an annual non-cumulative longevity payment of base salary plus:

\$750 at the beginning of year 6
\$1,750 at the beginning of year 11
\$2,250 at the beginning of year 16
\$2,750 at the beginning of year 21

Will be paid to employees who qualify by completing professional development requirements as follows:

25 hours completed before the beginning of year 6
50 hours completed before the beginning of year 11
75 hours completed before the beginning of year 16
100 hours completed before the beginning of year 21

ARTICLE 23

Training and Conference Funds

- A. The Assistant Superintendent, Business Services, will notify the union of the amount available for member conference or in-service, or certification reimbursement during the succeeding twelve (12) months. During the life of the agreement, this amount will not be less than \$4,000 per year. A union committee will be established to consider requests and to allocate the budget, consistent with administrative reimbursement policies.
- B. Prior to submission to the union committee, each request for conferences and training must have the approval of the immediate Supervisor and the Director, Administrative Services. Each conference application shall contain justification supported by the immediate Supervisor.
- C. Upon resignation, staff will forfeit their privilege of attending conferences.
- D. The union agrees that the administrative staff may require employees to attend workshops, trainings, and conferences related to their current job descriptions. Staff shall attend WISD sponsored training activities as directed by the administration. The administration shall fund these directed activities with funds other than the union training/conference budget.

ARTICLE 24

Miscellaneous Provisions

- A. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied without regard to race, creed, color, national origin, age, sex, marital status, or membership in, or association with, the activities of the Union.
- B. This Agreement shall supersede any rules, regulations, or practices of the Employer which shall be contrary to, or inconsistent with, its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual statements heretofore in effect.
- C. If any Article or Section of this Agreement shall be held to be contrary to law by a court or tribunal of competent jurisdiction, from whose final judgment no appeal has been taken within the time provided for doing so, such provisions shall be void and inoperative. However, all other provisions of this Agreement shall continue in effect.
- D. The Union agrees that the members of the bargaining unit will not engage in activities during working hours that may detract from their productivity. Members will not use District telephones for personal business during the working day. Reasonable consideration will be given to emergencies.
- E. The Employer agrees to furnish to the Union, in response to reasonable requests, all available information concerning the financial resources of the District.
- F. Members of the union will function as part of a team with duties assigned by the Employer. Supervisors and employees not covered by the Agreement may assume the assigned duties in an emergency or under extenuating circumstances, i.e., vacations, classified material, illness, etc. The employer has and intends to continue to adapt new technologies, methods, means, etc., in order to enhance efficiency of the operation.
- G. Employees' children and/or pets shall not be brought to the place of work.
- H. An employee attending approved meetings or seminars on his/her request, or at the direction of the supervisor, will be paid expenses related to such meetings or seminars. This provision does not imply that any employee will be approved to attend a meeting or seminar, but is a recognition that expenses will be paid should an employee incur expense on behalf of the District.
- I. "Days" stated in this Agreement shall be calendar days unless otherwise specified.
- J. Either the Employer or the Union may request a special conference on matters of mutual concern. Once requested, such a conference will be held as soon as practicable, but not more than five (5) days after a written request is presented. Only matters listed on the request notice will be considered. Any agreements or procedures agreed to at a special conference will not alter nor conflict with provisions of the existing contract.
- K. 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 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 (7).

- L. For new initiatives of the organization, the employer needs to maintain its ability to ascertain the long-term level of work. In this circumstance, the employer may contract for temporary employee(s) as needed. Prior to contracting for a temporary employee, which may fall within this bargaining unit, notice will be provided to the union steward thirty (30) calendar days, or as soon as possible, prior to contracting for the temporary employee. If it is determined a long-term position, which falls within the bargaining unit is necessary, the employer will post for a position within one year.

ARTICLE 25

Temporary/Emergency Assignments

In an emergency situation or under extenuating circumstances, a bargaining unit member may be assigned by the Employer to perform the duties of another position that pays a higher job rate than the employee's current job. A bargaining unit employee that is deemed by the Employer to be working outside of their classification for a period of 5 work days or more shall be paid an additional five percent (5.0%) of his/her hourly wage rate. Additional compensation as described above is intended for a short-term arrangement not an ongoing compensation strategy.

The performance of work outside an employee's regular duties should not conflict with or reduce effectiveness of the employee's performance of his/her primary job responsibilities.

The Employer will develop a process for a supervisor to request that an employee work outside of their current classification in an emergency situation or under extenuating circumstances.

This provision shall not prevent the Employer from modifying job descriptions to adapt to new technologies, methods, means, etc. in order to enhance efficiency of the operation.

DURATION OF AGREEMENT

This Agreement shall be effective as of the date it was ratified by the Union and the Board and shall expire June 30, 2022. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

WITNESSETH

WHEREAS, the WASHTENAW INTERMEDIATE SCHOOL DISTRICT, an Intermediate School District of the State of Michigan, has caused the foregoing Agreement to be executed by the President and Secretary of said Intermediate School District, as directed and authorized by the Board of Education of said Intermediate School District, and the TEAMSTERS STATE, COUNTY, and MUNICIPAL WORKERS, and its LOCAL 214 have caused the foregoing Agreement to be executed by its duly constituted officers.

WASHTENAW INTERMEDIATE SCHOOL DISTRICT

By: _____
Mary Jane Tramontin
President

By: _____
Mary Jo Callan
Secretary

TEAMSTERS, STATE, COUNTY MUNICIPAL WORKERS

By: _____
Brenda Hegwood, Steward

By: _____
Dwight Thomas
Business Representative

APPENDIX I

**2019-2022
HOLIDAYS - TEAMSTERS**

July - Independence Day (1)
August and/or September - Friday before Labor Day, and Labor Day (2)
November - Thanksgiving Recess, Wednesday, Thursday, and Friday (3)
December and January - Winter Recess (10)
January - Martin Luther King (MLK) Day (1)
May - Memorial Day (1)

APPENDIX II

One Time Annual Payment

As long as the Employer is distributing additional special education funds to its LEAs based on increasing its outgoing transfer expenditures to arrive at a target fund balance, a one-time payment will be made in November of each year based on the budget savings in the Special Education Fund for the previous fiscal year (the Calculation Year), beginning with a calculation based on the 2018-19 year to be paid in November 2019.

The budget savings shall be calculated as follows:

Special Education Fund Revenue Budget Savings

The difference between actual non-grant, non-project revenue at year-end and the originally budgeted revenue for the same accounts. This excludes any unexpected revenue sources not originally budgeted.

Special Education Fund Expenditures Budget Savings

The difference between non-grant, non-project actual expenditures at year-end and the originally budgeted expenditures for the same accounts. This calculation shall exclude the account(s) used to expense the distribution to LEAs of centralized and non-centralized program/services reimbursements. This also excludes any unexpected expenditures not originally budgeted.

The Revenue Budget Savings and the Expenditure Budget Savings will be added together to determine a Total Budget Savings; it is possible that one or both of these amounts may be a negative number thereby reducing the Total Budget Savings. The Total Budget Savings will then be divided by 11; if this Distribution Amount is greater than 1% of the total of the employees' base compensation of all Eligible Employees paid by through the Special Education Fund then the total Distribution Amount for all employees will be limited to this 1% amount; this will become the Distribution Amount if this limitation is necessary. An overall negative Distribution Amount will not be withheld from employees.

Eligible Employees are defined as ALL employees (not just members of this bargaining unit) paid through the Special Education Fund who are employed by the Employer as of the November payment date and who worked during the fiscal year on which the Budget Savings calculation is based (the Calculation Year). The amount to be paid to each Eligible Employee shall be the Distribution Amount divided by the total FTE of all the Eligible Employees, multiplied by each employee's calculated FTE. An employee who is hired during the Calculation Year will have an FTE calculated for them based on the number of workdays they were scheduled to work during the Calculation Year and the FTE of the position they hold. For example, if a 185-day employee works 185 days, their FTE will be 1.0. If a 185-day employee in a 1.0 FTE position is hired during the Calculation Year and works 130 days, their FTE will be 0.70 FTE.

The One-Time Annual Payment will be made on the last pay date in November and will not be issued as a separate check.

A similar calculation will be made for the General Education Fund. It should be noted that employees' positions funded through the two different funds may not receive the same payment amount. If an employee is funded fully or partially through a fund other than the General or Special Education Funds, those employees' payments will be based on the One Time Annual Payment for the Special Education Fund.