Master Agreement

Between the

Wexford-Missaukee Intermediate School District

Board of Education

and the

Wexford-Missaukee Professional Association

2017-2020

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Cooperative Agreement

between

THE WEXFORD-MISSAUKEE INTERMEDIATE SCHOOL BOARD

and

THE WEXFORD-MISSAUKEE PROFESSIONAL FEDERATION

2017-2020

Article I

RECOGNITION

- A. Pursuant to Act 379, Public Acts of 1965, of the Public Employees Relations Act, as amended the District hereby recognizes the Federation as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, hours and other terms and conditions of employment for the entire term of the Agreement.
- B. The Board agrees not to negotiate with any Professional Personnel or to negotiate with any teacher's organization other than the Wexford-Missaukee Professional Federation (WMPF).
- C. The terms "staff member" or "instructor" when used in this agreement shall refer to all certified, state approved professional and state authorized employees including Physical Therapist Assistants (PTAs) and Certified Occupational Therapist Assistants (COTAs), but excluding administrators, para professionals, substitutes, adult education and all other employees.

Article II

NEGOTIATION PROCEDURE

The following, and any other pertinent points stated herein are recognized as an agreement between the Wexford-Missaukee Intermediate School Board and the Wexford-Missaukee Professional Federation, and this agreement will be maintained on record in the minutes of the Intermediate School Board meeting at which final action is taken on it. This agreement supersedes and cancels all previous agreements, verbal or written or based upon alleged past practices prior to this agreement, between the Board and the Federation and constitutes the entire agreement between parties. Any amendments or agreements supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

- A. Ratification of the agreement follows the negotiation of a tentative agreement between the Wexford-Missaukee Intermediate School District and the WMPF.
- B. That all points mutually agreed upon will become effective on the first contract day of the 2017-18 school year.
- C. The salary schedules for each school year become effective on the first day of the new school year in August. This contract will expire effective June 30,2020.

Article III

SCHOOL DAY AND CONDITIONS

This agreement shall be conditions for contract employment of all staff members for the school years 2017-18, 2018-19, and 2019-20 with individual contracts of employment issued to those staff members within thirty (30) days from the ratification of this agreement. For this contract the school year will consist of 185 days. The calendars for each of the school years mentioned above will be mutually agreed upon between the WMPF negotiating committee and the WMISD Board of Education prior to the end of previous school year. Orientation and/or professional development days are determined by the agreed upon yearly calendars.

Α.

- 1. The Board and the staff recognize the normal day for full-time staff members to be 7 ½ hours. This shall include a duty free lunch period of 40 minutes.
- 2. Staff time for class and/or report planning and preparation shall be scheduled during the regular work week of not less than 150 minutes per week. Staff will work out the schedule with their immediate supervisor.
- 3. The Wexford-Missaukee ISD holds open houses, parent/student nights, and advisory committee meetings to foster positive school/community relationships and ensure relevant curriculum development and delivery.

These activities are held both during regular staff school hours and sometimes before and after regular staff school hours. WMISD professional staff members are to promote, attend, and participate in these activities.

- 4. The last student day will be scheduled for students to attend only in the morning, and the afternoon shall be used as a Records Day.
- B. Itinerant and non-classroom staff members shall be assigned by their respective directors after consultation on scheduling with their itinerant employee.
- C. Staff members are allowed to leave no sooner than ten (10) minutes after their last students board their busses the days before Thanksgiving, Winter (Christmas) break, Memorial Day, Labor Day and Spring Break

- D. Provisions in the State Aid Act now require that membership programs hold sessions for a given number of days regardless of snow and other "Act of God" days allowed in the past. Scheduled days of student instruction which are not held due to "Acts of God" may be rescheduled at the discretion of the Board of Education. Teachers will receive their regular pay for days which are cancelled but shall work on any rescheduled days with no additional compensation.
- E. The Administration has considerable confidence in its staff members and Article III is written primarily to protect against the exceptions. All staff members are invited to discuss their individual schedules with their supervisors.
- F. All "School Calendars" shall be set by authorized representatives of WMISD as well as WMPF. Any deviation from the approved calendar must be jointly agreed upon by the WMISD Board, the Superintendent, and the representatives of WMPF.

Article IV

EMPLOYMENT CONDITIONS

- A. Staff members completing requirements making them eligible for advancement on the salary schedule shall have their pay adjusted to that scale the subsequent semester. The employee shall accept the responsibility of notifying the administration of such change in educational status and shall accept the responsibility of providing any documentation or record necessary to assure such change of educational status.
- B. Each teacher shall be paid in twenty-six (26) installments. When necessary in some years, teachers shall be paid in twenty-seven (27) equal installments instead of twenty-six (26). One (1) current member will be grandfathered to remain on twenty-one (21) pays until they elect to go to twenty-six (26) installments or leave the ISD.
- C. On or before the first day of each school year, each employee will receive his or her salary step, seniority level, and number of accumulated days (i.e. sick, personal and adjusted, calendar days) as of the end of the previous year.

Article V

ADDITIONAL COMPENSATION

- A. Wexford-Missaukee ISD staff members who, with the prior approval of administration, work additional days shall be compensated at their per diem rate according to the master agreement schedule.
- B. Wexford Missaukee ISD staff members who, with the approval of administration, work additional hours shall be compensated at the hourly rate according to the following formula: The staff member's current salary and degree category divided by 7.5 hours divided by the number of days in the contract (including student contact days, in-service days and orientation days) as described in Article III.
- C. Staff contracted to teach classes of any kind that are outside of the regular school day offerings will administer and correct tests, assign and correct homework, compute and record grades, take and record attendance, and complete other duties assigned by the administration that are consistent with duties assigned to instructors during the regular school day. No additional compensation will be made for the completion of these duties. Instructors working in CTC Exploratory Camps will be paid at the Step 3 BA Degree rate.
- D. Intracurricular Activities

Staff members who sponsor intracurricular organizations related to their program will be compensated if approval is given in advance by the Director and Superintendent. Such organizations are interwoven into the course curriculum and result in direct student supervision and additional responsibilities beyond the normal school day/year.

E. Active advisors of official Career Technical Student organizations will receive up to a 5.5% stipend based on the B. A. Base (Step 3) for hours of documented student contact beyond the regularly scheduled school day on the following basis with the advisor schedule approved by the administration. Documentation is to be provided not later than May 15 of the school year.

20-39 hours	1%
40-59 hours	2%
60-79 hours	3.25%
80-99 hours	4.25%
100-119 hours	5.5%
120+	6.5%

For the purposes of calculation of hours, advisors who participate in overnight activities may claim a maximum of 16 hours per day. Any hours in a day involving an overnight activity that are regularly scheduled working hours may not be counted in the calculations for advisor's compensation.

- F. Time off for hours worked beyond the 185 days of scheduled time are to be arranged in advance between the staff member and his/her Director (e.g. by normally adjusting the staff member's calendar on not less than a half day basis). These "adjusted calendar" days, after being approved by his/her Director, are to be added to the absence management system and requested at least 24 hours in advance. All unused adjusted calendar days will be lost if not used by June 30th of each year.
- G. Assigned staff mentors will receive up to a 3% stipend on the B.A. Step 1 for hours of documented professional staff mentoring. A minimum of half of all documented hours must occur outside of the regularly scheduled school day. Mentoring time must be pre-approved by the administration. Staff will receive up to a 3% stipend on the B.A. Step 1 for hours of documented staff mentoring on the following schedule if approved by the administration. Documentation is to be provided not later than May 1 of the school year.

20-39 hours	1%
40-59 hours	2%
60+ hours	3%

- H. Any bargaining unit member with 10 (ten) or more years of service, who submits an unconditional written resignation or retirement to the Superintendent's office on or before 4:00 p.m. on the first Monday of March of the contract year, shall be entitled to receive a payment in the amount of \$1,000. The payment shall be subject to the following:
 - 1. Resignations or notice of retirement of qualified bargaining unit members submitted after 4:00 p.m. on the first Monday of March of the contract year shall not entitle the resigning or retiring bargaining unit member to any payment under the provisions of this agreement.
 - Payment of the qualified amounts (minus employee FICA, tax withholding and other legally required deductions) shall be made to eligible bargaining unit members as part of their paycheck within 30 days of receipt of the letter of resignation or retirement.
 - 3. Resignations or retirements submitted under this provision, must be signed by the bargaining unit member, and designate the date of the resignation as the last professional staff work day of

the current contract school year, unless the professional is physically unable to complete the school year and resigns earlier.

- I. The Board may offer a onetime hiring incentive payment for staff. Such compensation is subject to the determination and approval of the Board.
- J. It is understood that Wexford-Missaukee ISD serves the seven public school districts within its geographic boundaries. Staff members seeking to contract with any of the Wexford-Missaukee ISD local school districts for any educational service will consult with their direct supervisor prior to entering into such contracts.
- K. Early College Instruction: Any program instructors delivering Early College curriculum in a CTE program area beyond regular program segments and standards will be compensated one thousand seven hundred fifty dollars (\$1750.00) for delivery of this additional curriculum. This allowance is regardless of the number of Early College students receiving instruction from the program instructor.
- L. Compensation for Over Caseload/Class Size: Both the Federation and the Board recognize that an ideal teaching/learning environment for both students and staff are desirable and that proper environment and caseload/class size can assist in meeting the goal for high quality education. In an effort to optimize student performance, caseload/classroom number will be reviewed by the WMPF and the WMISD Administration three (3) times a year at the beginning of the first semester, the beginning of the second semester, and the end of the year (September, January, and June). If it is mutually agreed upon than an employee's student numbers are higher than others, the employee will be compensated nineteen dollars (\$19) per student per paycheck for the number of students determined in excess as compared to other staff or state regulations until the next review at which time, the caseload/class size will be reviewed again.

Article VI

MILEAGE AND MEAL REIMBURSEMENT

- A. Mileage Reimbursement: Those Wexford-Missaukee ISD staff members whose approved duties require the use of their personal automobile will be reimbursed at the standard Internal Revenue Service mileage rate and Internal Revenue Service regulations. It shall remain the prerogative of the Board to either pay mileage or otherwise furnish transportation to those staff members whose approved duties require the need of transportation.
- B. Meal Reimbursement: The Board will reimburse staff members for meal expense upon receiving receipts for such expenses up to an average of \$39.00 per day. No one entrée can total more than \$25. Exceptions will be made for staff members who are in pre-determined "high expense" areas.

Article VII

FRINGE BENEFITS:

- A. Health Insurance
 - 1. The Board will pay the annual health insurance premiums based on the limits set forth by the State of Michigan. When these limits are changed by the State of Michigan, the change will go into effect at the beginning of the next plan year for the insurance coverage.

GSRP Employees will receive the single subscriber rate for \$5,500 for BC/BS Health Insurance. GSRP Employees not selecting Health Insurance may elect a payment equal to 50% of the single subscriber rate.

If the premiums exceed these amounts, the employee will pay the difference through payroll deduction. It is understood that full-time employees who work the full school calendar year or more will receive 12 months of insurance commencing September 1 and ending August 31 according to his/her family status.

- 2. Employees not electing health insurance coverage as described in paragraph 1 of this article through the WMISD shall receive:
 - a. Employees may elect a payment of 90% of the Board portion of the single subscriber rate for health insurance per month.
- 3. If a husband and a wife are both WMISD staff members, no more than <u>one</u> shall elect health insurance coverage.
- 4. If an employee quits or is terminated during the school year, insurance premiums shall cease at the end of the month of the resignation or termination.
- 5. It shall be the responsibility of the eligible employees to properly enroll in insurance programs available and make notification of any change in status in a timely fashion. All benefits are subject to policy, plan, or program terms and conditions.
- B. The Board shall make premium payments, without cost to the employee, toward an 100/90/60 dental plan (\$1000 year max), \$1,000 ortho (lifetime max) (3 type service) dental program for all staff and their dependents.

C. The Board shall make premium payments, without cost to the employee, toward Long Term Disability Insurance for each employee.

For the purpose of voluntary disability programs, (such as short-term disability), at no time will accumulate sick, personal, or vacation days be used to offset a payable benefit. This provision "freezes" any verbiage an insurance policy contains concerning the use of a

subscriber's time off. However, for the elimination period, the employee has the option of using contracted time off to satisfy the chosen option.

- D. The Board shall make premium payments, without cost to the employee, toward a supplemental term life insurance policy for each staff member in the amount of \$25,000 for those selecting health insurance and \$30,000 for those selecting option payment in lieu of health insurance.
- E. The Board shall make premium payments toward a vision plan chosen by WMPF.
- F. Additional protection offered through a primary health insurance provider may be purchased by staff members at their expense. Such additional premiums can be included in payroll deductions.
- G. Employees contracted for less than full time shall have insurance benefits pro-rated.
- H. Any WMISD staff member who has completed 11 years of continuous service and submits a letter of resignation as specified in Article V,H,1, shall be reimbursed at the current daily rate of pay for WMISD substitute teachers per each unused sick day up to a maximum of 120 days.
- I. An IRS Section 125 Plan shall be established which allows for:

PREMIUM CONVERSION

- 1. Medical Insurance Contributions
- 2. Optional Benefits Contributions The Master Section 125 document can be viewed during normal business hours at the administrative office.
- J. Health Insurance benefits will be reopened prior to the end of the 2012-13 school year.

Article VIII

LEAVES OF ABSENCE

- A. Paid sick leave will be allocated to each staff member at the rate of nine (9) days per year, beginning with his or her first day of employment. Unused portions of these sick days will accumulate to 125 days for use in subsequent years. Staff members mandated to work during the summer will be allowed to use paid sick leave throughout the entire 200 day period.
 - 1. Employees contracted for less than full-time shall have sick leave pro-rated.
 - 2. To qualify for sick leave a person may be required to present a doctor's statement or a signed self-statement.
 - 3. Illness in the immediate family (spouse, siblings, siblings-in-law, children, grandparents, grandchildren, parents-in-law, parents, stepchildren, and household dependents) can be reason given for use of accumulated sick leave days.
 - 4. Staff members returning from extended paid leave or unpaid sick or maternity leave shall furnish upon request medical evidence of their ability to perform their normal work assignments.
 - 5. All staff personnel working in state mandated 200 day programs shall receive one additional sick day per year.
- B. Each employee shall be entitled up to three (3) personal business days. Employees contracted for less than full time shall have personal business leave pro-rated.
 - 1. Written application into the absence management system will be made by the employee not less than 24 hours in advance and be approved by the appropriate Director, Immediate Supervisor, or Superintendent.
 - 2. If the urgency of the requested absence does not allow 24 hours advance time or presentation of a written request (Aesop), verbal approval of the appropriate Director or Immediate Supervisor may be given and the on line request may be completed immediately upon return.

- 3. Personal business days are not cumulative. Unused personal business days shall be added to accrued sick leave.
- 4. Jury duty shall not be counted against any other leaves providing the staff member serving jury duty relinquishes their per diem pay, not including mileage, to the Intermediate School District. Upon receipt of jury stipend, the staff member is entitled to draw his or her regular pay.
- C. In the event that an employee is hired after the start of a school year or terminates employment before finishing a school year, their sick and personal days will be prorated. Approved leaves during a school year will not result in sick and personal days being prorated.
- D. A leave of absence of up to one year may be granted to staff members for the purpose of engaging in full-time professional study to earn college credit or for work experience in a related career area outside of teaching.
 - 1. A staff member desiring to participate in a developmental leave program shall submit an application to the Board through his or her immediate supervisor and the Superintendent on or before April 1 for a leave to begin the following school year. Leaves for the following school year shall be approved or rejected no later than May 15. A staff member upon return shall be restored to his or her former position or to a position of like nature and status and shall be placed at a position on the salary schedule one step above the previous level at which he or she was paid.
 - 2. A leave of absence for less than one year may be granted to staff members for the purpose stated above upon Board approval.
 - 3. All courses/workshops for credit toward a degree shall be at the employee's expense.
- E. The Board, being interested in the health of its staff members, shall receive through the Superintendent upon confirmation of pregnancy a statement of pregnancy from the staff member's doctor which shall include projected dates of pregnancy and a statement or statements of how long the staff member will be able to continue her specific employment activities. It is understood the foregoing shall be required whether the teacher opts for sick leave benefits or maternity leave

without pay as hereinafter specified. A maternity leave shall be available to female staff members who are pregnant upon the following conditions.

- 1. At least thirty (30) days prior to the beginning of the leave a staff member may apply to the Board.
- 2. The application shall be in writing and request specific beginning and ending dates of the leave. A doctor's statement must be attached to the application where the health of the staff member may be a factor in final determination of the beginning and/or ending date of the leave.
- 3. The Board reserves the right to specify the beginning and ending date of the leave to correspond with the beginning or ending of a school year, semester, or marking period except the same shall not be in conflict with the doctor's statement of health.
- 4. The Board may grant up to one school year of maternity leave renewable at the discretion of the Board.
- 5. Any maternity leave granted will be without pay, however, the staff member, upon return from the leave, shall have all previous benefits of this contract restored to her, but shall not accumulate any benefits while on such a leave.
- 6. The provisions of a maternity leave shall not exempt a teacher from the provisions of the layoff procedure contained in this contract except the Board shall not be required to give notice of layoff for the duration of the maternity leave.
- 7. If a staff member does not return upon the expiration of the leave, he or she shall conclusively be deemed to have resigned.
- 8. Staff members may make written application for extension of the maternity leave subject to the provisions of the initial request.
- 9. The Board reserves the right to approve accelerated termination of maternity leave on the basis of each individual case.
- F. Paternity and/or adoptive leave may be granted to any staff member using the same general provisions, except the medical factors, as outlined in the above Maternity Leave section.

- G. Funeral leave up to three (3) days will not be charged against sick leave time if used for immediate family (spouse, siblings, siblings-inlaw, children, grandparents, grandchildren, parents-in-law, parents, stepchildren, and household dependents). Other funeral leave will be charged against sick leave or personal business days.
- H. Four (4) days annually shall be available to the Federation for Federation business. No single staff member shall use more than two (2) of the available days in any single year. The Federation will reimburse the employer for the cost of a substitute teacher, if one is determined by the employer to be necessary.
- I. Leaves of absence taken without approval subject the employee to disciplinary action up to and including potential discharge from employment.

Article IX

EMPLOYMENT POSTINGS

Any available full or part-time position with the ISD will be posted for all employees until it is permanently filled or contracted services are provided. Positions will be posted on the WMISD website and distributed via email to all employees.

Article X

GRIEVANCE PROCEDURE

A. Definition

- 1. A grievance is a claim by a staff member that there has been an <u>alleged</u> violation, misrepresentation, or misapplication of any provision of this agreement or any established written policy. It is expressly understood that the evaluation of the professional staff, and the criteria used to evaluate the professional staff, are not subject to the grievance and arbitration procedure. Also, termination or non-renewal of probationary teachers and any matter for which the aggrieved teacher has recourse under state and federal statutes, including, but not limited to, matters for which recourse is available under the Teacher's Tenure Act are matters which may not be grieved.
- 2. The term "days" when used in this section shall mean contracted school calendar work days except when otherwise indicated.
- 3. The primary purpose of the procedure set forth in this Article is to secure, at the lowest level possible, equitable solutions to the problems of the parties involved.
- B. Rights to Representation

Any professional staff member may be represented at all meetings and hearings at all steps and stages of the grievance procedure by a Federation Representative or by a MFT Advocate. The Federation has the right to be present and state its views at all stages of the grievance process.

- C. Grievance Procedure
 - 1. <u>Step One</u> Informal Grievance Procedure (Oral Level):

In the event that a staff member believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her Immediate Supervisor within five (5) days of the event, omission, or discovery thereof, of the issue causing the grievance. In all contacts the aggrieved member at his/her discretion, may be accompanied by a staff member appointed by, and functioning as, a representative of the Federation.

- 2. <u>Step Two</u> Filing of a Grievance (Written Level)
 - A. If the alleged violation is not resolved in Step One, the aggrieved member(s) or Federation Representative must invoke the formal grievance procedure on the Grievance

Form set forth in the Appendix of this Agreement within five (5) days of the informal grievance meeting.

- B. The Grievance Form shall be labeled as the formal grievance. The formal grievance shall contain:
 - (1) the signature(s) of the aggrieved member(s) and/or Federation Representative;
 - (2) a brief and specific synopsis of the facts giving rise to the alleged violation;
 - (3) citation of the Article(s), Section(s) or Subsection(s) of this Agreement or other written policy alleged to have been violated;
 - (4) the date of the alleged violation and/or the date of discovery;
 - (5) the specified relief requested.
- C. Any Formal Grievance not in accordance with the above requirements may be rejected as improper. Such a rejection shall not extend the limitations hereinafter set forth.
- D. The grievance must be signed by the Federation member initiating the grievance, and submitted to his/her Immediate Supervisor, chair of the WMPF Grievance Committee, Program Director, and Superintendent. This written complaint must be filed within five (5) days of Step One.
- E. New grounds may not be added to the grievance after it is in written form.
- 3. <u>Step Three</u> Formal Grievance Procedure (Director Level):

The Program Director has five (5) days to meet with the Federation and the aggrieved staff member and attempt to resolve the alleged grievance. The Program Director will submit a written resolution to the Federation no later than five (5) days after the conclusion of the meeting. If the Federation is still not satisfied, the Federation may appeal the matter to the Superintendent in writing, within five (5) days from the receipt of the written decision of the Program Director.

4. <u>Step Four</u> – Formal Grievance Procedure (Superintendent Level):

Within five (5) days of receipt of the appeal from the Federation, the Superintendent shall meet with the Federation in an effort to

resolve the grievance. The Superintendent shall indicate his disposition of the grievance in writing within five (5) days of such meeting and shall furnish a copy thereof to the Federation.

5. <u>Step Five</u> – Formal Grievance Procedure (Board of Education Level):

If the Federation is not satisfied with the disposition of the grievance by the Superintendent, the Federation may appeal to the Board. The Federation has five (5) days to file a written copy of the disposition with the Secretary or other designee of the Board. The Board, no later than its next regular meeting, or within twenty-five (25) days, whichever shall be later, shall meet with the Federation on the grievance. Disposition of the grievance in writing to the Federation by the Board shall be no later than five (5) days thereafter.

6. <u>Step Six</u> – Formal Grievance Procedure (Internal Arbitration Level):

If the Federation is not satisfied with the disposition of the grievance by the Board, the Federation has five (5) days to request Internal Arbitration. An Internal Arbitration shall consist of: two (2) WMPF members and two (2) Board members (any of whom could have a designated substitute). The Internal Arbitration Team has five (5) days from the request of arbitration to render a written decision. The Internal Arbitration shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the Internal Arbitration. A "decision" consists of a majority of the panel voting in one way. If the panel evenly split, the decision made at Step 5 is not overturned.

7. <u>Step Seven</u> - Formal Grievance Procedure (Binding Arbitration Level):

An arbitrated grievance not settled in Step Six of the Grievance Procedure may be subjected to Independent Arbitration. Notice of Intent to pursue Independent Arbitration shall be given by the President of the Federation to the President of the Board in writing within five (5) days of Step Six.

- Within five (5) days after written notice to seek
 Independent Arbitration is given, a meeting shall be held
 between the President of the Federation and the President
 of the Board to select an Independent Arbitrator.
- B. If the parties cannot agree upon an arbitrator at this

meeting, a joint request for a panel of arbitrators shall be made to the American Arbitration Federation in accordance with their rules. The Arbitrator shall have no power to alter, add to, or subtract from, the terms of this Agreement. Both parties agree to be bound by the award of the Arbitrator. The loser shall pay for arbitration expenses.

- C. The decision to seek remedy with Binding Arbitration rests solely with the Federation.
- D. Neither party may raise a new defense or ground at Step Six not previously raised or disclosed at other written levels.
- E. A copy of the current rules of the American Arbitration Federation will be provided to the Superintendent by the Federation.
- F. Powers of the arbitrator are subject to the following limitations:
 - (1) He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this agreement.
 - (2) He shall have no power to neither change any practice, policy or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - (3) He shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this Agreement.
 - (4) He shall have no power to interpret state or federal law and regulations.
 - (5) He shall not hear any grievance previously barred from the scope of the Grievance Procedure.
- D. General Principles
 - 1. Both parties agree that these proceedings shall be kept confidential during the processing of the grievance, with all

grievance communications, documentation and other records having separate files from the personnel files of the participants. There shall be no reprisal of any kind taken against any professional staff member or participant in the procedure set forth hereinafter by reason of such participation.

- 2. A grievance may be withdrawn at any level by the Federation.
- 3. Failure to initiate or process a grievance within the time limits specified shall deem the grievance as withdrawn. If administration fails to respond to a grievance within the time limits specified, the grievance shall move to the next step effective the date the timeline was surpassed.
- 4. The Employer and the Federation shall each bear the full cost for their respective representative counsel in arbitration.
- 5. When grievance hearings are held during duty hours, all persons who are requested to be present at the hearing pursuant to this Article whose duty hours are affected shall be excused with pay for that purpose.
- 6. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7. No written grievance shall be resolved without prior notification to the Federation and opportunity given to the Federation to be present.
- 8. The Federation shall have the right to initiate a grievance on behalf of a group of professional staff members.
- 9. Notwithstanding the expiration of this Agreement, any claim or grievance arising there under may be processed through the Grievance Procedure until resolution.
- 10. 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 to any party, the parties shall use their best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

Article XI

A. SALARY SCHEDULES

3 year contract with increases as follows (on scale): 1st year (2017/2018) 1.25% increase on scale 2nd year (2018/2019) 1.25% increase on scale 3rd year (2019/2020) 1% increase on scale 1st year of contract (2017/2018) there is a signing up bonus two hundred

fifty dollars (\$250) for anyone not getting a step. This is to be paid on the final pay in November.

Will add a step 20 to salary schedule for MA/BA+30. This step will be a 1.5% increase over 19^{th} step (75,612).

2017/2018 1.25%

Step	BA	Per 7.5	BA30/MA	Per 7.5	BA60/	Per 7.5	PTA	Per 7.5
	DEGREE	Hours		hours	MA60	hours		hours
1	\$39,117	\$28.19	\$44,332	\$31.95	\$47,462	\$34.21	\$27,382	\$19.73
2	\$40,844	\$29.44	\$46,060	\$33.20	\$49,189	\$35.45	\$28,591	\$20.61
3	\$42,572	\$30.68	\$47,788	\$34.44	\$50,259	\$36.22	\$29,800	\$21.48
4	\$44,299	\$31.93	\$49,515	\$35.69	\$52,644	\$37.94	\$31,010	\$22.35
5	\$46,026	\$33.17	\$51,243	\$36.93	\$54,371	\$39.19	\$32,219	\$23.22
6	\$47,755	\$34.42	\$52970	\$38.18	\$56,100	\$40.43	\$33,428	24.09
7	\$49,482	\$35.66	\$54,697	\$39.42	\$57,827	\$41.68	\$34,637	\$24.96
8	\$51,209	\$36.91	\$56,425	\$40.67	\$59,554	\$42.92	\$35,847	\$25.84
9	\$52,937	\$38.15	\$58,152	\$41.91	\$61,282	\$44.17	\$37,055	\$26.71
10	\$54,664	\$39.40	\$59,879	\$43.16	\$63,009	\$45.41	\$38,264	\$27.58
11	\$56,391	\$40.64	\$61,607	\$44.40	\$64,736	\$46.66	\$39,474	\$28.45
12	\$58,119	\$41.89	\$63,334	\$45.65	\$66,464	\$47.90	\$40,683	\$29.32
13	\$59,846	\$43.13	\$65,061	\$46.89	\$68,191	\$49.15	\$41,892	\$30.19
14	\$61,573	\$44.38	\$66,789	\$48.14	\$69,918	\$50.39	\$43,101	\$31.06
15	\$63,300	\$45.62	\$68,517	\$49.38	\$71,333	\$51.41	\$44,311	\$31.94
16	\$65,028	\$46.87	\$70,244	\$50.63	\$73,373	\$52.88	\$45,520	\$32.81
17	\$66,756	\$48.11	\$71,972	\$51.87	\$75,100	\$54.13	\$46,729	\$33.68
18	\$68,483	\$49.36	\$73,699	\$53.12	\$76,829	\$55.37	\$47,938	\$34.55
19	\$68,483	\$49.36	\$75,426	\$54.36	\$78,556	\$56.62	-	-
20	\$68,483	\$49.36	\$76,558	\$55.18	\$80,283	\$57.86	-	-

There will be a \$250 bonus this year only for those not receiving a step increase This will be paid on the final pay in November.

2018/2019 1.25%

Step	BA	Per	BA30/MA	Per 7.5	BA60/	Per	PTA	Per 7.5
	DEGREE	7.5		hours	MA60	7.5		hours
		Hours				hours		
1	\$39,606	\$28.54	\$44,886	\$32.35	\$48,055	\$34.63	\$27,724	\$19.98
2	\$41,355	\$29.81	\$46,635	\$33.61	\$49,804	\$35.89	\$28,948	\$20.86
3	\$43,104	\$31.07	\$48,385	\$34.87	\$50,888	\$36.68	\$30,172	\$21.75
4	\$44,853	\$32.33	\$50,134	\$36.13	\$53,302	\$38.42	\$31,397	\$22.63
5	\$46,602	\$33.59	\$51883	\$37.39	\$55,051	\$39.68	\$32,621	\$23.51
6	\$48,351	\$34.85	\$53,632	\$38.65	\$56,801	\$40.94	\$33,846	\$24.39
7	\$50,100	\$36.11	\$55,381	\$39.91	\$58,550	\$42.20	\$35,070	\$25.28
8	\$51,849	\$37.37	\$57,130	\$41.17	\$60,299	\$43.46	\$36,295	\$26.16
9	\$53,598	\$38.63	\$58,879	\$42.44	\$62,048	\$44.72	\$37,519	\$27.04
10	\$55,347	\$39.89	\$60,628	\$43.70	\$63,796	\$45.98	\$38,743	\$27.92
11	\$57,096	\$41.15	\$62,377	\$44.96	\$65,545	\$47.24	\$39,968	\$28.81
12	\$58,845	\$42.41	\$64,126	\$46.22	\$67,294	\$48.50	\$41,192	\$29.69
13	\$60,594	\$43.67	\$65,874	\$47.48	\$69,043	\$49.76	\$42,416	\$30.57
14	\$62,343	\$44.93	\$67,623	\$48.74	\$70,792	\$51.02	\$43,640	\$31.45
15	\$64,092	\$46.19	\$69,373	\$50.00	\$72,224	\$52.05	\$44,865	\$32.34
16	\$65,841	\$47.45	\$71,122	\$51.26	\$74,290	\$53.54	\$46,089	\$33.22
17	\$67,591	\$48.71	\$72,871	\$52.52	\$76,039	\$54.80	\$47,313	\$34.10
18	\$69,340	\$49.97	\$74,620	\$53.78	\$77,789	\$56.06	\$48,537	\$34.98
19	\$69,340	\$49.97	\$76,369	\$55.04	\$79,538	\$57.32	-	-
20	\$69,340	\$49.97	\$77,515	\$55.87	\$81,287	\$58.59	-	-

2019/2020 1%

Step	BA	Per 7.5	BA30/MA	Per 7.5	BA60/	Per	PTA	Per 7.5
	DEGREE	Hours		hours	MA60	7.5		hours
						hours		
1	\$40,002	\$28.83	\$45,335	\$32.67	\$48,536	\$34.98	\$28,002	\$20.18
2	\$41,768	\$30.10	\$47,102	\$33.95	\$50,302	\$36.25	\$29,238	\$21.07
3	\$43,535	\$31.38	\$48,869	\$35.22	\$51,397	\$37.04	\$30,474	\$21.96
4	\$45,301	\$32.65	\$50,636	\$36.49	\$53,835	\$38.80	\$31,711	\$22.86
5	\$47,068	\$33.92	\$52,402	\$37.77	\$55,601	\$40.07	\$32,948	\$23.75
6	\$48,835	\$35.20	\$54,168	\$39.04	\$57,369	\$41.35	\$34,184	\$24.64
7	\$50,601	\$36.47	\$55,935	\$40.31	\$59,135	\$42.62	\$35,420	\$25.53
8	\$52,368	\$37.74	\$57,701	\$41.59	\$60,902	\$43.89	\$36,658	\$26.42
9	\$54,134	\$39.02	\$59,468	\$42.86	\$62,668	\$45.17	\$37,894	\$27.31

Step	BA	Per 7.5	BA30/MA	Per 7.5	BA60/	Per	PTA	Per 7.5
	DEGREE	Hours		hours	MA60	7.5		hours
						hours		
10	\$55,901	\$40.29	\$61,234	\$44.13	\$64,434	\$46.44	\$39,130	\$28.20
11	\$57,667	\$41.56	\$63,000	\$45.41	\$66,201	\$47.71	\$40,367	\$29.09
12	\$59,433	\$42.83	\$64,767	\$46.68	\$67,967	\$48.99	\$41,604	\$29.98
13	\$61,200	\$44.11	\$66,533	\$47.95	\$69,734	\$50.26	\$42,840	\$30.88
14	\$62,966	\$45.38	\$68,300	\$49.22	\$71,500	\$51.53	\$44,076	\$31.77
15	\$64,733	\$46.65	\$70,067	\$50.50	\$72,947	\$52.57	\$45,314	\$32.66
16	\$66,499	\$47.93	\$71,833	\$51.77	\$75,033	\$54.08	\$46,550	\$33.55
17	\$68,267	\$49.20	\$73,600	\$53.04	\$76,799	\$55.35	\$47,786	\$34.44
18	\$70,033	\$50.47	\$75,366	\$54.32	\$78,567	\$56.62	\$49,022	\$35.33
19	\$70,033	\$50.47	\$77,133	\$55.59	\$80,333	\$57.90	-	-
20	\$70,033	\$50.47	\$78,290	\$56.43	\$82,100	\$59.17	-	-

- B. College hours credited for increased salary benefits at the BA+30 and MA+30 levels shall only be those graduate semester hours (or the equivalent in term hours) approved by a college or university either as part of a planned course of study toward an advanced degree or to improve skills in the field in which the staff member is employed.
- C. All payroll payments will be issued through direct deposit to an account of the members choosing. No payroll checks will be issued directly to members. Such payment will be made on agreed upon payroll dates.
- D. In addition to the above salary schedule, longevity pay will be granted commencing the year following the employee's eleventh year of service to the WMISD. The annual rate of longevity shall be paid according to the following years of service:

12 to 15 years	2.5%
16 to 20 years	3%
21 years or more	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 <u>or</u> in a lump sum the first pay in June. If the payment is to be spread, the employee must notify the business office in writing by August 15.

- E. With the expiration of this agreement, all salaries will be frozen (with no steps earned or given) until a new contract is ratified.
- F. Staff members who receive an annual evaluation review of "Effective or better" will receive an annual amount of \$150. Staff members

receiving this pay will be paid on the last pay period of the evaluation year.

G. GSRP Employee Salary Schedule:

Step 1: \$30,000 \$ 25.80 per hour, 7.5 hours

Step 2: \$31,000 \$ 26.67

Step 3: \$32,000 \$ 27.53

Step 4: \$33,000 \$ 28.39

Step 5: \$34,000 \$ 29.25

H. PTAs and COTAs will be paid at 70% of the BA degree steps.

Article XII

MISCELLANEOUS

- A. Electronic copies of this Agreement will be presented to all current employees entering the employment of the Employer. The Federation agrees that during the life of the Agreement, neither the Federation, 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 the Agreement they will not lock out the employees except for the violation of provisions of this section.
- B. 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 areas 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 Federation, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or though the subject or matter may not have been within the knowledge or contemplation or either or both of the parties at the time that they negotiated or signed the Agreement.

Article XIII

MENTORING

Mentor Professionals – The Board and the Professional Federation recognize the value of mentoring new WMISD staff.

- A. New WMISD staff will be assigned mentors at the discretion of the Board. Such mentors shall not be probationary staff. No mentor will be assigned to more than one WMISD staff member per year unless jointly agreed to by the Professional Association and the Board.
- B. District administrators will provide support and assistance to mentors in their assigned roles. It is understood that any information from mentors regarding mentees will not be used in the evaluation process.
- C. Mentors agree to abide by a defined job description and complete expectations as defined therein.
- D. Participation as a mentor shall be voluntary and subject to Board approval.
- E. A mentor shall whenever possible work with probationary professionals from a related area of expertise, responsibility, or experience.
- F. A mentor understands that at least half of the time required for mentoring will be outside of the regularly scheduled school day.
- G. It is understood and agreed that a mentor is subject to yearly appointment in such a role as determined by the Board.
- H. Mentors are expected to document a minimum of twenty (20) hours of mentoring as established by the administration. This time includes weekly contact, conferences, telephone, or email correspondence as needed. This documentation shall be given to the supervising administrator on or before May 15 of the contract year.
- I. Mentor shall be paid at the rate as defined in Article V.
- J. A committee of both administrative and AFT membership will be formed in order to address a new mentoring program. This group will address the entire process including compensation for mentors. This language will be added to the contract in a Letter of Agreement once the new program has been developed and implemented.

TEACHER REPRESENTATIVES

Chief Negotiator

Federation President

Negotiating Team

Negotiating Team

Negotiating Team

BOARD OF EDUCATION REPRESENTATIVES

Superintendent

Soll uns

Board of Education President

Benteka

Negotiating Team

Negotiating Team

Negotiating Team

Date 30 August 2017

Date 31 August 2017

Attachment 1 – Grievance Form

Formal Grievance

Staff Member's Name

Federation Representative's
Name_____

Date of Informal Grievance Meeting:

Date of Alleged Violation:

Article(s), Section(s), Subsection(s) and/or written policy Allegedly Violated:

Briefly provide a synopsis of the facts giving rise to the alleged violation (Attach document, if necessary):

Staff Member Signature 🔄	
Date	-
Representative Signature _	
Date	_

Action taken by Federation:

Action taken by Board of Education:

Attachment 2

Timeline Extension Agreement

The timeline for grievance number _____ has been extended for _____ days at Step _____ upon mutual agreement between the Wexford Missaukee Professional Federation and Wexford Missaukee Intermediate School District Administration. This extension is exclusive for the Step level noted above. The grievance procedure will reconvene on

Federation Representative Signature

Administrator Signature

Date of Agreement

Attachment 3

Notice of Appeal

The Wexford Missaukee Professional Federation is hereby giving written notification that it is appealing the disposition given grievance number ______ at Step level ______ and requests that the next Step of the grievance procedure be enacted forthwith.

Reason for Appeal:

Federation Representative Signature

Administrator/Board Secretary Receiving Appeal

Date of Appeal: _____

Date: Received: _____