

Agreement

between

B.O.S.S. MEA / NEA

Brotherhood of Specialized Skills
and the
Board of Education
Wayne-Westland Community Schools

JULY 1, 2009 - JUNE 30, 2014



Wayne-Westland Community Schools, Westland, Michigan 48185
Gregory J. Baracy, Ed.D., Superintendent

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PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for mutual interest of the employer, the employee and "B.O.S.S., MEA/NEA".

The parties recognize that the interest of the community and the job security of the employees depend upon the employer's success in establishing a proper service to the community.

To these ends the Employer and B.O.S.S., MEA/NEA encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

AGREEMENT

The Board of Education of the Wayne-Westland Community Schools, Westland, Michigan, hereinafter referred to as the "Employer" (as represented in negotiations by the Wayne-Westland Community Schools Human Resources Office) and the Brotherhood of Specialized Skills, MEA/NEA, hereinafter referred to as the "Union" or "B.O.S.S., MEA/NEA", enter into the following:

**ARTICLE 1
RECOGNITION**

1.1

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the B.O.S.S., MEA/NEA, as sole collective bargaining agent for hours, wages and other conditions of employment as certified by the State Labor Mediation Board on March 18, 1986, for all Wayne-Westland Community Schools employees of the B.O.S.S. as follows: Electricians, Electronic Technicians, Support Technicians, Network Engineers, Plumbers, Heating, Ventilation and Air Conditioning Repair, Carpenters, Equipment Repair, Auto, Truck and Bus Mechanics, Painters, Groundskeepers, Maintenance Leaders, General Maintenance Personnel, Graphics Technicians, Apprentices of the above skills, and Network Technicians.

1.2

The term employee and employees, except where this Agreement clearly indicates otherwise when used hereinafter, shall refer to all employees represented by the B.O.S.S., MEA/NEA in the bargaining unit defined in Article 1.1.

The term employer, when used hereinafter in the Agreement, shall refer to the Wayne-Westland Community Schools District.

**ARTICLE 2
AID TO OTHER UNIONS AND ORGANIZATIONS**

2.1

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining within the named bargaining unit or make any agreement with any group or organization for the purpose of undermining the Brotherhood of Specialized Skills, MEA/NEA.

**ARTICLE 3
BROTHERHOOD OF SPECIALIZED SKILLS, MEA/NEA SECURITY**

3.1

All non-probationary and probationary employees covered by this agreement shall, as a condition of employment become members of The Brotherhood of Specialized Skills, MEA/NEA, or pay a service fee to the Union.

3.2

Each employee who, on the effective date of this agreement, is a member of the B.O.S.S., MEA/NEA, shall authorize dues deductions or pay a service fee.

3.3

Newly hired employees shall not allow more than ten (10) work days to elapse before signing up for dues deductions or agency service fee payment. A personnel check off list shall be provided each employee and will include entries to cover: (1) B.O.S.S., MEA/NEA membership application; (2) payroll deduction card for dues; (3) payroll deduction card agency service fee payment; (4) Copy of B.O.S.S., MEA/NEA contract. Signed deduction cards will be turned over to the employer with signed duplicate sent to the B.O.S.S., MEA/NEA treasurer.

3.4

Any seniority employee who is not a member of the Brotherhood of Specialized Skills, MEA/NEA and who does not make application for membership shall pay to the Brotherhood of Specialized Skills, MEA/NEA, each month, a service charge as a payment toward the administration of this Agreement in an amount equal to the regular monthly dues; but not special assessments nor monies used for political purposes.

3.5

Failure to comply with this article shall result in discharge of an employee who is two (2) months in arrears with his/her dues or service fee. Said discharge shall occur within thirty (30) calendar days from receipt of notice in written form from the Union.

3.6

As a condition of the effectiveness of this article, the Union agrees: to indemnify and save the Board, each individual school board member, and all administrators, harmless against any and all claims, demands costs, suits, or other forms of liability and all court of administrative agency costs, that may arise out of or by reason of action taken by the Board for the purpose of complying with Sections 3.1, 3.2, 3.3, 3.4, and 3.5.

3.7

The Union agrees to assume the legal defense of any suit or action brought against the Board regarding Sections 3.1, 3.2, 3.3, 3.4, and 3.5 of this Article of the collective agreement. The Union further agrees to indemnify the Board for any costs of damages which may be assessed against the Board as the result of said suit or action, subject however to the following conditions:

1. The damages have not resulted from the negligence of the Board or its agents.
2. The Union has the right to choose the legal counsel to defend any suit or action. It is further understood by the parties that the Board's attorney will be notified of any legal action and at the Board's request may assist the B.O.S.S., MEA/NEA attorneys.

3. The Union shall have the right to compromise or settle any claim made against the Board under this section.

ARTICLE 4
BROTHERHOOD OF SPECIALIZED SKILLS, MEA/NEA DUES & INITIATION DUES

4.1

The Employer agrees to deduct once each month the B.O.S.S., MEA/NEA, membership dues or service fee from the pay of those employees who individually request by the dues deduction card found in Article 4.2 that such deduction be made. The aggregate deductions of all employees shall be remitted together with an itemized statement to the B.O.S.S., MEA/NEA Secretary/Treasurer by the first of the succeeding month after such deductions are made. All checks shall be made payable to the B.O.S.S., MEA/NEA union.

4.2 Check-Off Form

BROTHERHOOD OF SPECIALIZED SKILLS, MEA/NEA

Name (Please Print)

Classification

Authorizes payroll deductions each month

One of the following:

- Monthly Deduction of Union Dues
- Monthly Deduction of Service Fee

New Union members are required to pay a one-time membership fee. Such fee to be deducted as follows:

- \$25.00 per month for four (4) months for a Total of \$100.00

All monies deducted are to be paid to the Treasurer - Brotherhood of Specialized Skills, MEA/NEA.

Employee Signature

Date

ARTICLE 5
STEWARDS AND ALTERNATE STEWARDS

5.1

Union officials shall be denominated as the President, Vice-President, Secretary/Treasurer, and Steward.

5.2

Employees selected by the Union to act as Union Representatives shall be known as "Stewards" or "Alternate Stewards." Alternate Stewards shall only represent members of the bargaining unit when the Steward is absent from work or when s/he has a grievance. Union officials, as well as the MEA Uniserv Director, may also act as Union representative for B.O.S.S., MEA/NEA employees.

5.3

The B.O.S.S., MEA/NEA, shall certify in writing the names of employees serving as Union officials and/or Stewards and/or Alternate Stewards to the Employer. The Union shall notify the Employer, in writing, of any changes regarding Union officials and/or Stewards and/or Alternate Stewards within five (5) working days of the effective date of any change.

5.4

The Employer agrees to the concept of one (1) steward for each shift, to represent B.O.S.S., MEA/NEA employees.

5.5

In the event an employee feels his/her health and safety will be immediately jeopardized due to his/her work assignment; the employee has the right to call his/her immediate supervisor and a shift steward or, if not immediately available, the B.O.S.S., MEA/NEA leadership, during the shift to discuss the situation. If the complaint does not affect the health and safety of the employee, a conference will be mutually arranged.

5.6

The Stewards, during their working hours may in accordance with this section, investigate, present and adjust grievances to the employer upon receiving prior approval from the immediate supervisor and to be followed by a written record of leaving, destination and return time. This is subject to the understanding that the time will be devoted to proper handling of grievances and will not be abused, and that stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be proper subject for a special conference.

5.7

Union officials, as well as the MEA Uniserv Director, and Stewards shall have access -- after notification to the building supervisor -- to any building where

he/she is investigating a complaint or grievance. If the investigation is during working hours, Union officials and Stewards must have prior approval from their immediate supervisors.

ARTICLE 6 SPECIAL CONFERENCES

6.1

Upon request, Union officials shall meet monthly with representatives of the Human Resources Department and District officials, as the situation warrants, to discuss ongoing problems and other important matters of mutual interest and concern. Additional meetings may be called by mutual consent. Employees other than the B.O.S.S., MEA/NEA union officials shall receive prior approval from their immediate supervisors in order to be in attendance.

The members of the B.O.S.S., MEA/NEA shall not lose time or pay for time spent in such special conferences.

Special conferences may be attended by outside consultants.

Grievance hearings and bargaining sessions are not to be considered Special Conferences.

ARTICLE 7 GRIEVANCE AND ARBITRATION PROCEDURE

7.1 Employee Grievance

A grievance is defined as a disagreement, arising under the terms of this Agreement, between the employer and employee concerning the employee's working conditions and/or interpretation and application of the provisions of this Agreement. Such a grievance may be submitted only by the aggrieved employee or his/her duly appointed bargaining unit representative, in accordance with a procedure set forth in this Article, provided the grievance is submitted at Step 1 of the procedure within the ten (10) day work period following the day on which the aggrieved employee had knowledge of the facts giving rise to the employee's grievance.

7.2 Group Grievance

In the event that employees have a group grievance, it will be submitted by their Steward or a Union official on behalf of all names and similarly affected employees, provided the grievance is submitted at Step 1 of the procedure within the ten (10) day work period following the day on which the aggrieved employees had knowledge of the facts giving rise to the employees' grievance.

7.3 Union Grievance

A Union grievance is defined as a disagreement other than one which can be processed under subsection 7.1 or 7.2 above, arising under the terms of this Agreement, between the Union and the Employer concerning the interpretation and employee or group grievance, provided that grievance is submitted within the twenty (20) day work period following the day on which the Union had knowledge of the facts giving rise to the Union grievance. A Union official or the MEA/NEA Uniserv Director shall submit such grievances on behalf of the Union. In the event of a Union grievance, it shall begin at Step 2 of the Grievance Procedure.

7.4 Withdrawal of a Grievance

A grievance that has been submitted may be withdrawn by the Union at any step of the Grievance Procedure without prejudice to the position the Union may take in handling another grievance.

7.5 Step 1 - Oral Presentation

An aggrieved employee/s, promptly, but in no event later than ten (10) work days after the employee had knowledge of the facts giving rise to the grievance, shall notify his/her/their supervisor that s/he, they have a grievance. A conference shall then take place between the affected employees and his/her/their immediate supervisor and any administrator directly involved within three (3) working days of the date the grievant(s) notified the supervisor of the grievance and prior to submission of the formal written grievance in an attempt to resolve the dispute. The employee will have union representative(s) present at this conference. The employer may have the Executive Director of Human Resources present. If the Executive Director is present at the conference and the issue is not resolved, the grievance will proceed to Step 3. Following the Step 1 meeting, the employer will have up to three (3) working days in which to reply to the complaint.

Step 2 - Presentation of the Grievance in Writing

If the grievance has not been resolved at the Step One meeting or as a result of the Step One meeting, it shall be presented in writing by B.O.S.S., MEA/NEA to the Director of the Department within five (5) working days after the supervisor's response is due. The Director of the Department shall respond to B.O.S.S., MEA/NEA within five (5) working days following the receipt of the written grievance. The Union, the aggrieved employee/s, and the involved Steward shall receive copies of the Director's written response.

Step 3 - Submission to the Human Resources Department

If the grievance has not been resolved as a result of the Step 2 response, it shall be presented in writing by B.O.S.S., MEA/NEA to the Human Resources Department Senior Executive Director or his/her designated representative within ten (10) working days after the response of the Director is due.

Upon receipt of the written grievance, the Employer shall set a time and place during working hours, within the next ten (10) work day period for a hearing of the grievance with the aggrieved employee/s, his/her/their Steward, and a reasonable number of Union officials, together with the MEA/NEA Uniserv Director. In such a case, the Employer shall make arrangements for the employee/s, the employee's Steward, and Union officials to be excused from work for the hearing.

The Senior Executive Director for Human Resources or his/her designee shall respond in writing within ten (10) working days following the Step 3 grievance hearing. The Union, the aggrieved employee/s, and the involved Steward shall all receive a copy of the written response.

Step 4 - Binding Arbitration

If the grievance is not resolved as a result of the Step 3 grievance hearing, the Union may submit it to final and binding arbitration by giving notice to the Employer of its proceeding to arbitration, provided such notice is given within thirty (30) work days from the date the written Step 3 answer is due. If no such notice is given within this time period, the grievance shall be considered settled.

7.6 Selection of Arbitrators

Within thirty (30) calendar days of this Agreement, the Union and the Human Resources Department shall agree in writing on a panel of four (4) arbitrators. From this panel, the Union shall rotate arbitration cases in the following manner: (1) Within five (5) working days of notification of the filing for arbitration, the parties will select, at random, the name of an arbitrator on the panel. The representatives will then call the selected arbitrator to establish an arbitration date. If the panelist selected is not available to hear the case within ninety (90) calendar days, another panelist with a more readily available hearing date may be selected by the parties. (2) The arbitrator selected in the most recent arbitration will be ineligible for the next arbitration case. (3) If an appointed arbitrator/s is unwilling or unable to continue his/her appointment, the parties will mutually agree to his/her replacement within thirty (30) calendar days of removal from the panel.

7.7

Expenses for the arbitrator's services shall be borne equally by the Employer and the B.O.S.S., MEA/NEA. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record and makes copies available without charge to the other party and to the arbitrator.

7.8

The arbitrator in each case shall be bound by the rules of the American Arbitration Association. The findings of the arbitrator shall be final and binding on both parties.

7.9

The arbitrator will have no power to alter, add to, or subtract from the terms of this agreement.

7.10

Grievances, which by contract are allowed to begin at a step higher than the beginning step, shall not be deemed defective in procedure if the B.O.S.S., MEA/NEA chooses to start at a lower level than provided by contract.

7.11

If an employee is required during the workday to participate on behalf of the B.O.S.S., MEA/NEA with any representative of the School Board in any grievance procedure, including arbitration, said employee shall be released from regular duties without loss of salary.

The B.O.S.S., MEA/NEA shall supply the employer a list of all employees who are requesting to be released from their duties for involvement in any grievance procedure, including arbitration, at least twenty-four (24) hours in advance.

7.12

Any grievance not appealed from an answer within the timelines stipulated in this Article shall be considered settled and not subject to further review. This subsection does not preclude the parties from extending grievance timelines.

7.13

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate, unless overtime was involved in the case.

7.14

An employee who is absent from his/her work during assigned working hours when testifying during an arbitration hearing shall do so without loss of his/her regular (standard hours) time or pay.

7.15

All information necessary for the determination and processing of a grievance shall be made available to all parties concerned.

ARTICLE 8 DISCIPLINE AND DISCHARGE

8.1

Disciplinary action or measures shall include only the following:

Oral reprimand
Written reprimand
Suspension (notice to be given in writing as to with or without pay)
Discharge

The employee is entitled to a Union representative for any disciplinary action.

8.2

Disciplinary action may be imposed upon an employee only for failing to fulfill his or her responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure beginning at Step 3.

8.3

If the Employer has justified reason to discipline an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Such discipline by the Employer will require the presence of a Union Representative at such meeting. The employee may request at such a meeting that the Union Representative not be present. The requirement of a Union Representative shall not delay such meeting for more than 48 hours. Any such disciplinary meeting shall take place within three (3) employee working days of the Employer's knowledge of the occurrence. Any delay by lack of union representation shall not be considered part of the three (3) employee working day restriction.

8.4

The Employer shall not discharge any employee without just cause. If the Employer has just cause for discharge, the employee involved will be suspended for five (5) days. The employee and his or her steward will be notified in writing that the employee has been suspended and is subject to discharge after the five (5) day suspension period.

8.5

The B.O.S.S., MEA/NEA shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure within the five (5) day suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.

8.6

An employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

8.7

Use of past record: In imposing any discipline and/or discharge, the Employer will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on any employee for deliberate errors or mistakes on his or her employment application after a period of two (2) years from his or her date of hire. The exception to this would be: If the error or mistake is not reporting a serious felony conviction.

8.8

In the event an employee is absent for three (3) consecutive working days without notifying the Employer, or fails to return to work after being recalled, or fails to return to work from an approved leave, or fails to return from sick leave, the Employer will attempt to contact the employee by registered or certified U.S. mail directing the employee back to work. Should the employee fail to return to work within seven (7) calendar days of the date the Employer mailed the notice, the Employer shall take disciplinary action up to and including dismissal. In unusual circumstances, exceptions may be made.

8.9

Twice a year, up to 20% of the B.O.S.S. membership, excluding transportation, will be required to submit to random drug and alcohol screening.

The number of screenings and the percentage of bus mechanics to be screened shall comply with federal and state regulations.

An impartial third party shall be responsible for the random selection, testing, and reporting. The testing and reporting process shall follow the same procedures and guidelines as required in the Omnibus Transportation Act.

Refusal to submit to a test will be considered a positive finding and may result in disciplinary action up to and including termination.

An employee suspended for testing positive for drugs shall be granted reinstatement on a one-time basis only after an evaluation and, if necessary, a treatment program is entered into.

8.9.1

Prior to the implementation of 8.9, each employee will be offered training and educational materials explaining the alcohol and controlled substance testing procedures. All such training shall be considered work time. Each employee shall be required to sign a statement verifying receipt of the training and educational materials. Employees opting not to participate in the training shall sign a statement indicating their non-participation. Non-participation shall not be considered a valid defense for refusal to submit to a screening.

8.9.2

The parties shall consider all time involved in alcohol and controlled substance testing, including travel time, as time worked.

**ARTICLE 9
SENIORITY - PROBATIONARY EMPLOYEE**

9.1

New employees hired into the unit shall be considered as probationary employees for the first seventy (70) working days of employment. Only days of actual work will count toward the seventy day requirement. When an employee finishes the probationary period, the District shall enter him/her on the seniority list and shall rank for seniority from the date of hire or rehire.

9.2

Probationary employees shall enjoy all the rights of the Agreement, except transfer rights. In addition, termination shall not be subject to the Grievance Procedure.

9.3

If two or more employees are hired on the same date, seniority shall be determined by a lottery drawing performed by a Union representative in the presence of a management representative.

9.4

A status sheet with the name, date of hire and department of any new employee assigned shall be sent to the B.O.S.S., MEA/NEA Secretary/Treasurer and to the B.O.S.S., MEA/NEA Uniserv Director.

**ARTICLE 10
SENIORITY - NON-PROBATIONARY EMPLOYEES**

10.1

For purposes of this Agreement, there shall be two (2) seniority lists that apply to all employees:

1. B.O.S.S., MEA/NEA seniority which shall be the length of time an employee is or has been employed by the Wayne-Westland Community School District in any capacity within the bargaining unit.
2. Classification seniority which shall be the length of employment in the employee's classification. An employee may have seniority in more than one classification in the bargaining unit.

10.2

Classification seniority shall be used as a guide rule for purposes of transfer, promotion, demotion, overtime, layoff, and recall.

10.3

Seniority is an employee's guarantee that s/he will have full employment as long as feasible as compensation for his/her years of devoted service.

10.4

Employees transferring from one classification to another classification within the B.O.S.S., MEA/NEA shall be placed at the bottom of the seniority list within the classification transferred into. District seniority shall continue uninterrupted, but classification seniority of the employee in the classification transferred from shall be frozen. In the event the employee returns to the classification transferred from, classification seniority in that classification will recommence as of the date of the reversion.

10.5

In the event of a work force reduction, the employee shall revert back to his/her previous classification, within the Brotherhood of Specialized Skills, MEA/NEA unit, provided the position or like position exists.

10.6

If a position is not available, the employee will initiate seniority priority, and the last and lowest seniority employee in that classification will be bumped until such time the procedure as set forth in the above paragraph presents itself.

10.7

If the employee removed due to seniority priority has frozen seniority in the MEA Local Four bargaining unit, s/he will be allowed to return to an open position within that unit. This action shall not displace a member of the MEA Local Four unit. If a position is unavailable the employee will be placed on the substitute list for recall as a full time employee at the first open position within his/her classification.

10.8

Employees on layoff will accumulate seniority for a period of up to one year.

10.9

For the purpose of work force reduction, the craft leaders shall be placed on the seniority list of their respective trades and shall not be considered special exceptions.

**ARTICLE 11
NON-DISCRIMINATION**

11.1

The Board is and will continue to be non-discriminatory in its treatment of all persons in its employment.

Discrimination against applicants for employment or employees of the School District on the basis of race, color, religion, national origin, age, sex, height, weight, marital status, or handicap which does not impair an individual's ability to perform adequately in a particular position or activity is prohibited.

**ARTICLE 12
SENIORITY LIST**

12.1

The Employer shall provide the members of the bargaining unit a current seniority list of all employees in the unit identifying their B.O.S.S., MEA/NEA seniority, as well as classification seniority. This list shall be published and forwarded to each employee annually. A copy of each seniority list shall also be sent to the Union office.

The B.O.S.S., MEA/NEA seniority list shall contain in ranking order the name of each employee, his/her classification, including Leader status, and date of hire. In addition, the list shall include whether the employee's status with the district is active, on layoff, on leave, etc.

12.2

Any employee entering supervision from the B.O.S.S., MEA/NEA shall have his/her accumulated seniority frozen from date of entry. Employees reentering the B.O.S.S., MEA/NEA from supervision shall be permitted to return to the unit in an open position comparable to the last position they held, with their accumulated seniority as of date of freeze.

12.3

An employee shall lose his/her seniority upon termination of employment.

**ARTICLE 13
SHIFT PREFERENCE**

13.1

Shift preference shall be determined when official vacancies occur.

Shift preference will be based upon classification seniority, provided the applicant possesses the necessary experience, competency and qualifications

required to successfully fill the position. Official vacancies shall be defined as those vacancies created as a result of Board of Education action. The vacancies shall be posted at least ten (10) working days prior to being filled. Employees may apply for such a transfer by submitting a written application to the Human Resources office.

13.2

Where management has prior knowledge of a temporary vacancy to exceed five (5) working days due to reasons not requiring board action, the senior qualified employee within the classification shall be offered an opportunity to fill said position. In such instances, the employee filling the assignment shall be paid at the higher rate retroactive to the first day of his/her working the temporary assignment. The employee returning from his/her absence shall return to the position occupied at the time the leave was granted.

ARTICLE 14 SENIORITY OF OFFICERS/STEWARDS

14.1

Notwithstanding their positions on the seniority list, the President, Vice-President, Secretary/Treasurer, and Steward shall, in the event of layoff of any type, be continued at work in any classification that s/he may qualify, per applicable job description.

ARTICLE 15 SUPPLEMENTAL AGREEMENTS

15.1

All supplemental agreements shall be in writing and subject to the approval of the employer and the Brotherhood of Specialized Skills, MEA/NEA according to their rules and procedures.

15.2

Painting may be performed by persons other than the B.O.S.S., MEA/NEA Paint Leader.

The B.O.S.S., MEA/NEA Paint Leader position will be maintained.

All painting requests must be approved by the Executive Director of Buildings and Grounds before painting begins. The B.O.S.S., MEA/NEA Paint Leader will advise the Executive Director before approval as to the suitability of any painting being done by other school district employees. The advice will be in areas such as the safety of the project, the skill required, the materials needed, and the proper procedures to be used.

ARTICLE 16 LAYOFF PROCEDURE

16.1

The word "layoff" means a reduction in the working force due to a decrease of work or lack of funds.

If it becomes necessary for a layoff, the following procedure will be mandatory:

- o First, probationary employees will be laid off first unilaterally district-wide.
- o Second, apprentices will revert back to their original classifications.
- o Third, seniority employees will be laid off according to seniority as defined in Articles 12 and 14.

Disposition of these cases will be a proper matter beginning at the third (3rd) step of the Grievance Procedure.

Employees to be laid off will have at least twenty (20) working days notice of layoff.

The B.O.S.S., MEA/NEA President and the Union office will be provided a list of the employees being laid off and/or transferred into other classifications on the same date the notices are issued to the employees.

ARTICLE 17 RECALL PROCEDURE

17.1

When the working force is increased after a layoff or a position becomes available as a result of a retirement, leave, or termination, laid off employees will be recalled according to classification seniority.

Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. It shall be the employee's responsibility to notify the Human Resources office of any address changes. A copy of the notice of recall shall also be sent to the union.

Refusal to accept full time regular employment when recalled will be cause for termination. If an employee fails to notify the employer within ten (10) working days from receipt of the notice of recall, s/he shall be considered a quit. If an employee fails to report for work within twenty (20) working days from the mailing date s/he shall be considered a quit. In the event the notice of recall is

returned to the District as unclaimed or as unable to be delivered, the Union shall be contacted. If the employee does not return within five (5) working days of notification to the Union, s/he shall be considered a quit.

The employer in proper cases will grant extensions. The right of recall will not exceed five (5) years from the date of layoff or the number of days employed by the District in the bargaining unit as defined by the B.O.S.S., MEA/NEA seniority list, whichever is less.

ARTICLE 18 PROMOTIONS, TRANSFERS, & VACANCIES

18.1

The promotion of employees within the bargaining unit is the responsibility of management subject to the following:

The Board of Education recognizes that it is desirable when making assignments to vacancies and new positions to consider the interests and aspirations of its employees. Vacancies and newly created positions occurring within the bargaining unit, and positions which provide opportunities for promotion shall be posted on a designated bulletin board in each building, along with a copy of such posting to the B.O.S.S., MEA/NEA President and Union office. Positions described above shall be posted at least 10 workdays prior to being filled. Employees may apply for such positions by submitting a written application to the Human Resources office. Promotions will be based upon seniority provided the applicant possesses the necessary experience, competency, and qualifications required to fill the position successfully.

18.2

Job vacancies will be posted by the Human Resources office within five (5) working days from official vacancy occurrence. The posting shall remain for ten (10) working days in a conspicuous place in each building, with a copy on the Union's bulletin board. Employees interested shall apply within the open posting period to the personnel office. All vacancies must be filled within ten (10) working days of the closing of posting. If the position being filled is a position vacant due to a leave of absence granted to B.O.S.S., MEA/NEA members, according to Article 20, it will be posted as a Temporary Vacancy. Time of Temporary Vacancy will be determined by the timelines of the granted leave. The notice of intention to return from his or her leave of absence must be submitted to the personnel office sixty (60) days prior to date of return.

18.3

Once transferred, the employee will have seventy (70) actual workdays to determine whether or not to remain in the transferred position. In the event the employee, for a valid reason, chooses not to remain in the transferred position within this time frame, the employee will revert back to his/her prior pay rate and

classification from which s/he was promoted/transferred and may be assigned special duty in his/her group until a position of like classification becomes available.

The Employer, during this time period, may also reassign the employee back to his/her prior pay rate and classification or to special duty in his/her group until a position of like classification becomes available, provided that there is valid reason to do so and provided that the employee has had sufficient opportunity to demonstrate his/her qualifications for the position.

18.4

In the event the senior applicant is denied the promotion, the District will provide the reasons for the denial in writing to such employee.

18.5

Involuntary transfers of the work force will be made for just cause. The employee shall be verbally notified by the supervisor the reason for such action. Upon request, the employee will receive written reason for the deployment action from the personnel office. In cases where the employee feels aggrieved, management will review the action with the employee and a B.O.S.S. representative in a special conference.

18.6

Voluntary transfer requests from one classification to another classification within the Union may be initiated by an employee after the employee has been working in one classification and location for a period of one (1) year. Transfers made by the employer will count as accumulated time in location. Requests for transfer shall be submitted through the immediate supervisor.

The purpose and intent of this article is to allow the efficient use of the work force as best serves the interest of the School District. This article shall not be used to discriminate against or penalize an employee.

18.7

No employee shall be discriminated against because of a transfer or request for same.

18.8

Transfer requests may be withdrawn at any time.

ARTICLE 19 VETERANS

19.1 Reinstatement of Seniority Employees:

Any employee who enters into active service in the armed forces of the United States upon honorable discharge or honorable separation of such service, shall

be offered re-employment in his previous position or a position of like seniority, status and pay, unless the circumstances have changed so as to make it impossible or totally unreasonable to do so, in which event he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one hundred twenty (120) days of the date of such discharge or one hundred twenty (120) days after hospitalization.

19.2

A probationary employee, who enters the Armed Forces and meets the foregoing requirements, must complete his probationary period, if not already done so, and upon completing it will have seniority equal to the time he spent in the Armed Forces.

19.3

Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence to attend school full time under applicable federal laws.

19.4

Employees who are in some branch of the Armed Forces, Reserve or National Guard and are required to attend summer training camp, will be paid the difference between their regular pay with the school district when they are on full time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit.

ARTICLE 20 UNPAID LEAVES OF ABSENCE

20.1 GENERAL PURPOSE LEAVE

General purpose leaves may be granted for up to one (1) year and may be extended for up to one (1) additional year. Seniority, however, shall be granted only for the first twelve (12) months of any combined leave period.

20.2 PARENTAL LEAVE

- A) A parental leave may be granted to an employee within one (1) year of the time s/he adopts a child, acquires a child by birth or marriage or assumes the legal responsibility of a family.
- B) Employees granted leave under this section will return to a position in the district not later than two (2) years from the date the leave was taken. The extension for the second year of leave may be granted upon written request to the Human Resources Office provided said request is filed prior to the expiration of the original leave. Seniority shall accrue for the first year only and then be frozen.

Employees shall provide notice, in writing, to Human Resources at least twenty (20) working days in advance of the expected start date and return date for a parental leave. The employee shall be granted one (1) extension, if requested, during the first year of the leave. An extension for up to a second year of leave may be granted provided it is requested prior to the expiration of the last recorded return date.

20.3 MEDICAL LEAVE

Leaves of absence for medically verified illness or maternity will be granted upon employee request and proper documentation for a period of up to one year. Such leave shall be extended for one year upon request and review of authorizing condition. This is to be without loss of seniority during said leave period(s).

20.4

The Employer shall provide an employee returning from a leave with employment in the same position, job classification and wage increment held at the time of granted leave. There will be no loss of seniority except for that provided in Article 20.1.

20.5

Members of the Brotherhood of Specialized Skills, MEA/NEA, holding union positions or selected by the Brotherhood of Specialized Skills, MEA/NEA to do work which takes them from their employment with the Employer, shall, at the written request of the Union, receive temporary leaves of absence, with seniority frozen, for periods not to exceed two (2) years or the term of office, whichever may be shorter. Upon their return the member shall be reemployed at work in his/her previous position, with seniority proceeding from the date of freeze.

ARTICLE 21 WORKING HOURS, SHIFT PREMIUM HOURS

21.1

Employees who work on the second or third shift shall receive, in addition to their regular pay for the period, fifteen (15¢) per hour and twenty cents (20¢) per hour respectively.

21.2

The regular hours of work each day shall be consecutive except for a guaranteed uninterrupted one-half hour lunch period unless an emergency affecting the safety of children or school plant arises.

21.3

Employees shall be provided a paid lunch period of thirty (30) minutes per shift. The lunch period shall start no sooner than four hours into the shift and start no

later than five hours into the shift. In the case of an emergency, proper rescheduling may be made.

The employee may, when work circumstances dictate, purchase food at a restaurant and eat at the most appropriate site for the lunch period. Otherwise, the clear intent is that employees are to eat lunch on school district property.

21.4

The workweek shall consist of five (5) consecutive eight-hour days, Monday through Friday.

21.5

Eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. Shift time beginning:

Starting shift time shall be between 6:00 a.m. and 8:00 a.m. for the maintenance first shift.

Starting shift time shall be between 5:00 a.m. and 8:00 a.m. for the transportation first shift.

The second shift shall start between 1:00 p.m. and 4:00 p.m.

The third shift shall start between 10:00 p.m. and 12:00 midnight.

During the academic year, the mid-day shift in the bus garage shall start between 10:00 a.m. and 12:00 p.m.

The immediate supervisor shall post on the bulletin board the regular shift the employee works, and duties of each employee.

If two (2) calendar days are involved on a shift (as is the case of the third shift), the calendar day on which the shift starts shall be considered the work day for computing overtime.

When possible, the District will provide the employee with at least twenty-four hour notice of any shift change.

Flexible scheduling will be permitted for the Graphics Department, Support Technicians, Network Engineers, and Network Technicians. This scheduling, nevertheless, shall not supersede Articles 21.4, 22.1, 22.2, and 22.4.

21.6

Work schedules showing the employee's shift, work days and hours shall be posted on all department bulletin boards. Management may temporarily transfer an employee from one department to another not to exceed 45 workdays. An employee performing work at a classification level different from

his normal assignment shall receive the higher rate in his step in the classification pay rate for such assignment.

21.7

Traditional bargaining union work shall be generally performed by B.O.S.S. members provided proper equipment and expertise is available within the Union. Except in case of emergency, the Union will be consulted regarding outside contracting. Upon completion of any outside contracted work, the respective Craft Leaders will inspect the project and make recommendations for final acceptance.

21.8

Management may subcontract work in any classification as long as all Skilled Trades employees in that classification are being paid for forty (40) hours per week and no member of the classification is on layoff.

On weekdays beginning June 1st and concluding August 31st, management may utilize temporary help in the groundskeeper area, provided no member of the bargaining unit is on layoff and further provided that the temporary help is not a bargaining unit member in any other District unit. Temporary groundskeeper employees shall not be eligible for overtime or membership in the B.O.S.S. MEA/NEA bargaining unit.

21.9

Prior to the renewal of maintenance agreements with outside firms, the District shall meet with the B.O.S.S., MEA/NEA to discuss such contracts and to provide it with an opportunity to review them and possibly to submit a counter bid. Concerning other District maintenance work projected for subcontracting, excluding emergency situations, the District shall meet with the B.O.S.S., MEA/NEA in order to provide it an opportunity to submit a proposal for such work, provided that the District is aware of such projects 30 days prior to the meeting.

21.10

All employees are expected to be at their regularly assigned working stations at their scheduled starting times.

21.11

Employees will be permitted a "coffee break" for fifteen (15) minutes the first half of the shift and also a "coffee break" for fifteen (15) minutes the second half of the shift. Coffee breaks will not be permitted prior to two (2) hours after the start of the normal working schedule.

21.12

Employees will be permitted sufficient time prior to quitting time to wash up as determined by work schedule.

21.13

An employee reporting for emergency duty shall be guaranteed at least two (2) hours pay at the rate of time and one-half, except Sundays and holidays as specified in Article 24.

ARTICLE 22 TIME AND ONE-HALF

22.1

Full time employees will normally work a regular eight (8) hour shift. Any hours worked in excess of their regular eight (8) hour shift, within a 24 hour period, will be paid at the rate of time and one-half based on their standard hourly rate in quarter hour increments.

22.2

Double time will be paid for holidays and Sundays based on standard hourly rate except when a shift starts on Saturday and continues into Sunday, provided that hours in excess of eight (8) per week on such shift will be paid at time and one-half. If work is started on Sunday, double time will carry over until 7:00 a.m. on Monday.

22.3

Time and a half will be paid for the sixth day and double time for the seventh day.

22.4

The District will pay employees beginning assignments two (2) hours or more prior to their normal starting time the overtime rate from the time the early call-in begins until their normal shift starting time. The employee shall return to their overtime rate after they have worked eight (8) consecutive hours (this shall include the early call-in time). This overtime rate shall continue until the employee's normal schedule allows for a rest period of no less than eight (8) hours. Management, however, may send the employee home after eight (8) consecutive hours. The rate of overtime shall be double time for Sundays and holidays and time and one-half for overtime not paid at the double time rate.

22.5

Overtime hours will rotate and be equalized among employees in the same classification where practicable. An up-to-date chart will be posted in a prominent place and will be updated on a monthly basis. The hours booked on the chart for equalization purposes shall be in terms of hours paid rather than the actual hours worked.

In the classification within their Union, then the District, (district equalization is required), they would be called on the basis of least hours of overtime in their classification as stated on a master chart as updated on a payroll basis.

Newly hired or transferred employees shall begin at a point on the chart one (1) hour beyond the highest employee within the same classification. All employees shall revert to zero hours at the beginning of the fiscal year (July 1). For the purpose of this clause, time not worked because the employees did not choose to work or was not available (for any reason) will be charged the number of hours paid on the assignment.

22.6

When it is necessary to call-in the snow removal team, two (2) mechanics may also be called in. The mechanics will utilize this time to repair district vehicles and will only remove snow if approved by the Executive Director of Buildings and Grounds. In situations when a mechanic is not called in, the overtime hours will be banked on behalf of the affected employee.

ARTICLE 23 UNIFORMS

23.1

B.O.S.S. employees, except bus mechanics, will be given a clothing allowance of \$250.00 per year to order work clothing, including foul weather gear, from the district's uniform supply list. The type, style, color and information on the uniform shall be determined jointly by two representatives selected by the Union, the Executive Director of Building and Grounds and one (1) additional member from Management. Management will provide uniforms and laundry service for mechanics. Upon request by a mechanic for issuance of uniforms, management has the right to inspect uniforms being replaced and determine the necessity for replacement.

It will be the employee's responsibility for the upkeep and maintenance of all uniforms and other clothing provided by the Board through the clothing allowance. Employees are required to wear district uniforms while at work.

All B.O.S.S. employees will wear identification badges supplied to them by the Board, if so directed. Lost or stolen identification badges must be reported to Building and Grounds as soon as possible.

ARTICLE 24 HOLIDAY PROVISIONS

24.1

The paid holidays are designated as New Year's Day, Martin Luther King Jr. Day, Good Friday, Easter Monday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and day after Thanksgiving, Christmas Eve, Christmas Day, and December 31 respectively. Employees will be paid their standard hourly rate based on regularly scheduled hourly pay for said holidays.

24.2

An employee will not receive holiday pay for the designated holiday if he/she is absent without pay the scheduled workday preceding the holiday or the scheduled workday following the holiday. In this regard, absences covered by paid personal sick leave, personal business leave, or vacation time shall not be considered an absence without pay.

24.3

When a holiday falls on Sunday, the Monday immediately following it shall be deemed the holiday and the prior Friday will be deemed the day before the holiday. When a holiday falls on Saturday, then Friday shall be deemed the holiday and the Thursday immediately preceding it will be deemed the day before the holiday. When a holiday falls on a Monday, then the Friday preceding it shall be deemed the day before the holiday.

24.4

The six (6) days which are not holidays during the Christmas vacation period in the school calendar will be deemed paid days off. In case of emergency call in, the rate of pay will be time and one-half.

24.5

In the event that designated holidays are in conflict with the established school calendar, a conference will be called between management and B.O.S.S., MEA/NEA to arrange an acceptable compensatory holiday.

24.6

If an employee is required to work on any of the above holidays, the employee will receive their holiday pay plus double time for all hours worked.

**ARTICLE 25
VACATION**

25.1

Employees hired prior to 7/1/2009 will earn credit toward vacation with pay for each year worked as an employee of the Wayne-Westland Community Schools in accordance with the following schedule:

YEAR	.....	# DAYS	YEAR	.....	# DAYS
1	.....	6	9	.....	15
2	.....	8	10	.....	16
3	.....	8	11	.....	18
4	.....	10	13	.....	19
5	.....	11	16	.....	20
6	.....	12	20	.....	23
7	.....	13	25	.....	25
8	.....	14			

Vacation credit will be earned only for those months in which an employee receives pay for the majority of the scheduled workdays in the prior year. An employee may not accrue vacation credit for days paid by the union sick bank or when receiving only disability payments under the Michigan Workers' Disability Compensation Act.

Those persons hired prior to January 1 of any fiscal year shall earn full vacation credit for the next year. Those persons hired on or after January 1 shall earn prorated vacation credit for the next year.

The District shall report the employee's accrued vacation time on his/her paychecks.

Employees hired after 7/1/2009 shall be given vacation credit in accordance with the following schedule:

YEAR	.....	# DAYS	YEAR	.....	# DAYS
1	.....	6	8	.....	13
2	.....	7	9	.....	14
3	.....	8	10	.....	15
4	.....	9	11	.....	16
5	.....	10	12	.....	17
6	.....	11	20	.....	20
7	.....	12			

Vacation credit shall be earned during the year worked and can't be carried over from one year to another. Those persons hired on or after January 1 shall be given a prorated vacation credit.

25.2

In the event of termination prior to the end of the year, earned vacations days shall be paid on the final paycheck for employees hired prior to 7/1/09.

In the event of termination prior to the end of the year, unused vacation days will be prorated and paid out on the final paycheck for employees hired after 7/1/09.

25.3

At the individual's request and the District's approval, employees who are entitled to a fourth (4th) week and/or fifth (5th) week of vacation may receive payment in lieu of vacation for that period. These employees will be notified within ten (10) days of their request whether it will be granted.

25.4

Vacations will be granted at such times during the year as are suitable, considering the employee and efficient operation of the department

concerned. In the event it is necessary to limit the number of employees who have applied for the same vacation period, the senior employees will be given preference.

25.5

Vacations may be split into one or more weeks.

25.6

When the employer observes a holiday on a day other than Saturday during a scheduled vacation, the vacation will be extended one day continuous with the vacation.

25.7

A vacation may not be postponed from one year to another and made cumulative, but will be forfeited unless completed during each fiscal year. An individual may petition for a deviation from this restriction and have a B.O.S.S. representative at such meeting.

25.8

A vacation may not be waived by an employee and extra pay received for work during that period. An individual may petition for deviation from the above restrictions; a B.O.S.S., MEA/NEA representative may be requested for such a meeting.

25.9

If an employee becomes incapacitated immediately prior to or during his/her vacation and is under the care of a duly licensed physician, his/her remaining vacation will be rescheduled, with the person being charged sick leave or personal leave for the remaining absences. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation.

25.10

Effective July 1, 2009, all bargaining unit members shall have 100% of their wages paid through direct deposit at a financial institution of their choice that participates in the federal automated clearing house (ACH) system.

25.11

If an employee hired prior to 7/1/2009 is laid off or retires, he will receive any unused vacation credit including that accrued in the current fiscal year. A recalled employee who received credit at the time of layoff for the current fiscal year will have such credit deducted from his vacation the following year.

25.12

Employees will be paid their current rate based on a regular workday while on vacation and will receive credit for any benefits provided for in this Agreement.

**ARTICLE 26
PAID LEAVE TIME**

26.1 Sick Leave

- a) Employees entering into duty with the Wayne-Westland Community Schools for the first time shall be advanced eight (8) hours of sick leave for each month remaining in that fiscal year. Thereafter, sick leave shall be earned at the rate of eight (8) hours per month for employees hired prior to 7/1/2009 and four (4) hours per month for employees hired after 7/1/2009 and shall be credited monthly to the sick leave account of the individual. An employee must be in a paid status for at least half of the scheduled workdays in a month to earn the sick leave. Employees receiving pay from the union sick bank or disability payments under the provisions of the Workers' Disability Act shall not earn sick leave. Sick leave shall accumulate without limitation.

- b) Sick leave shall be available for the following purposes:
 - 1. A physical incapacity to report for and discharge duties;
 - 2. Death in the family, (husband, wife, children, parents, grandchildren, close relatives, and close associates);
 - 3. Providing care for a member of the immediate family who is ill, when no other immediate arrangements are possible. Time beyond two (2) days is subject to administrative review and determination.
 - 4. Emergency visits to doctor or clinic.

- c) Employees who are laid off shall have available any unused sick leave previously earned, effective at the time they are recalled.

- d) Employees who leave to enter the Armed Forces of the United States under the Selective Service Act, who are members of the Armed Forces and are called to active duty or who enlist in the Armed Forces during a declared national emergency shall, upon re-employment have available any unused sick leave previously earned.

- e) The District shall not charge an employee sick leave for a paid holiday.

- f) Each immediate supervisor shall be responsible for reviewing the employee's request for sick leave coverage and for determining its validity. The supervisor may, with reference to the needs of his/her group, require prompt and daily notification from employees of sick leave. Prior notification, nevertheless, of sick leave should be provided by the employee, whenever possible.

g) All payments for sick leave shall be made at the employee's rate of pay. No employee can draw more than eighty (80) hours of sick leave during a bi-weekly pay period. A regular workday is any day that an employee is normally scheduled to work.

h) Severance

Upon employee quit, retirement, death or disability from the school district, the District shall pay an employee with ten (10) years or more of service two dollars (\$2.00) per accumulated sick leave hour, plus 5% of their standard annual salary. Employees with twenty-five (25) or more years of service will receive an additional 2% of their standard annual salary.

26.2 Union Sick Bank

At the beginning of each fiscal year, the Board will provide a sick leave bank of one thousand, two hundred eighty (1,280) hours and a rollover of a maximum of one-thousand (1,000) hours from the previous year, if available, for emergency income protection.

26.3 Personal Business Leave:

a) Employees hired prior to 7/1/2009 shall be allowed up to twenty-four (24) hours per year for absences of a personal nature. Employees hired after 7/1/2009 shall be allowed up to sixteen (16) hours per year for absences of a personal nature. Except in cases of extreme emergency or circumstances beyond the employee's control (excluding travel by commercial carrier), absences immediately before or after a holiday will not be valid under this subsection.

b) An employee planning to use personal business time shall notify the immediate supervisor at least one (1) day in advance.

c) Unused personal business time shall be added to the individual's sick leave bank at the end of the school year.

26.4 Bereavement Leave:

a) At the beginning of each fiscal year, the Board shall credit each employee with sixteen (16) hours of bereavement time to be used for a death in the immediate family for purposes of attending to the death and/or attending the funeral/memorial service. For purposes of this subsection, immediate family is defined as father, mother, spouse, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, or children.

If additional time is needed, the employee may use sick leave or personal leave for such purposes. Bereavement time shall not carry over from one fiscal year to another.

b) Departmental representation at an employee's funeral with pay shall be subject to administrative approval. Other employees who wish to attend the

funeral of a fellow employee may do so but without pay. Employees who serve as a pallbearer at a funeral of a fellow employee or former employee will be paid during the time they must be off the job during the day of the funeral.

26.5 Jury and Witness Services

An employee who loses time from work during the employee's normal schedule of work because of jury duty service or to testify pursuant to a subpoena shall be paid for such time lost at the employee's hourly rate plus shift premium, if applicable.

Jury duty and witness fees shall be offset against such pay. Except as otherwise provided in this Agreement, such jury duty and witness services shall be considered time worked. The employee will be paid his/her regular pay minus any amount scheduled to be paid by the court (excluding mileage), and in turn will submit to his/her employer a copy of the check received for obligation. An employee involved in personal litigation must use personal business time for such testimony.

ARTICLE 27 HOSPITALIZATION, MEDICAL, LIFE INSURANCE COVERAGE, WORKER'S COMPENSATION

27.1 Life Insurance

The Board shall provide, without cost to the employee, Group Term Life Insurance protection to be paid to the employee's designated beneficiary in the amount of \$30,000 with A.D. & D.

27.2

The Board agrees to purchase full family hospital-medical insurance for employees not covered by any other employer paid group hospital-medical insurance, as defined in Article 27.3.

The programs offered shall be Priority Health (HMO) with Rx \$10/\$20 or Health Alliance Plan (HMO) with Rx \$10/\$20 and riders.

For employees hired before July 1, 2004, the Board will purchase, at no cost to the employee, full family hospital-medical insurance for those employees not covered by any other employer paid group hospital-medical insurance, as defined in Article 27.3. The programs offered shall be a BCBS Community Blue PPO with a \$10.00 office visit co-pay and Rx \$10/\$20, \$2.00 mail order Rx, Priority Health (HMO) with Rx \$10/\$20 or Health Alliance Plan (HMO) with Rx \$10/\$20. The BCBS Community Blue PPO plan will be administered by a Board selected third party administrator and with the exception of a \$10.00 office visit co-pay, coverage will be consistent with the 2006 MESSA Choices PPO plan.

Employees not signing up for health care coverage will receive \$1,260 equally divided among 26 pays per school year.

The Board may require each employee to certify in writing that s/he is not covered by any other employer paid hospital-medical coverage in violation of the Article, including Article 27.3. Any employee who has signed up for and is covered by hospital-medical coverage paid by another employer in violation of this subsection, except as provided for in Article 27.3, will repay to the employer all premium monies which the employer has paid for such benefits.

Effective July 1, 2010, all BOSS members who receive WWCS D sponsored health insurance will pay \$480 towards the premium cost of their health insurance. This premium share will be paid through the District sponsored Section 125 plan on a pre-tax basis. Payments will be over 16 pays for 12 months worth of insurance.

Effective July 1, 2011, all BOSS members who receive W-WCS D sponsored health insurance will pay 10% of the combined total costs for medical, pharmacy, dental, vision, disability, long-term disability or any other type of benefit that would constitute a health care services benefit in lieu of the \$480 referenced above. This premium share will be paid through the District sponsored Section 125 plan on a pre-tax basis. Payments will be over 20 pays for 12 months worth of insurance.

27.2.1

A fund of \$4,000 for 2009-10, \$3,000 for 2010-11 and \$2,500 for the year 2011-12 will be set aside to reimburse members for incurred prescription co-pays in excess of \$400. After submitting proof that the family has incurred \$400 in Rx co-pays covered under a WWCS D sponsored health insurance plan, a member can submit proof of additional covered Rx co-pays for reimbursement. Proof of payment must include date, amount of co-pay, member or dependent's name, but the name of the Rx may be redacted. The yearly reimbursement period of Rx co-pays will be between November 1 and October 31 of the ensuing year. If the total of the collectively submitted claims exceeds the yearly amount in the pool, payments will be made on a prorated basis. Expenses reimbursed under the section 125 plan are not eligible for reimbursement under this subsection. This RX reimbursement pool will be discontinued after the reimbursement of expenses incurred during the 2011-2012 year (11-1-11 thru 10-31-12).

27.3 Dual Insurance Coverage

The parties agree to the following interpretation concerning dual insurance coverage:

- 1) The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any member/s of his/her family, including children. For example, the employee may select single subscriber coverage paid for by the Board, if his/her spouse covers

himself/herself and dependent children under another employer's hospital-medical insurance coverage.

A husband and a wife, however, who both work for the District, shall not have the option of dual insurance coverage paid for by the Board under two separate coverages.

- 2) The following coverages shall not be considered dual coverage for purposes of Article 27.2:
 - a) Hospital-medical insurance coverage provided under a pension or retirement plan, including OHIP.
 - b) Hospital-medical coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50% or more.
 - c) Hospital-medical coverage provided through Health and Welfare Funds.
- 3) The District will provide dual insurance coverage as exceptions to number one (1) above in the following situations:
 - a) If legal decrees, such as divorce decrees, dictate that the dependent's hospital-medical coverage be provided by the employee and/or his/her spouse resulting in dual coverage;
 - b) If pre-existing conditions prevent continuous hospital-medical coverage for the employee, spouse, and/or any dependent as a result of the transfer of, or dropping of any Board or other employer paid insurance in compliance with number one (1) above.
- 4) In the event that a spouse's employer refuses to drop or reduce its hospital-medical coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. In this instance, the District will pick up the insurance coverage for the employee and dependent children.
- 5) Dual hospital-medical insurance coverage will be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
- 6) The District shall provide hospital-medical insurance coverage for the employee and dependent children in instances where the employee's spouse would lose other insurance benefits (e.g., life insurance, LTD

insurance) by dropping or reducing his/her employer paid hospital-medical insurance program.

- 7) Dual hospital-medical insurance coverage shall be allowed for the employee and his/her coverage dependents, when the spouse's policy does not provide for said coverage.
- 8) The District shall allow dual hospital-medical insurance coverage when the spouse's employer paid hospital-medical insurance program covers less than 80% of reasonable and customary benefits provided by the employee's hospital-medical insurance, including deductible.

For purposes of implementing this subsection, the B.O.S.S. shall appoint a representative to meet with a designee from Human Resources Department in order to review employee requests for exemption from the parties' agreement of no dual hospital-medical insurance coverage because of inferior coverage (number 8 above). If the representatives cannot agree to approve or deny a member's request for exemption under number 8 above, the B.O.S.S. may submit the issue to final and binding arbitration under Step 4 of the Grievance Procedure.

- 9) An annual survey will be distributed by the Board to all employees carrying Board paid hospital-medical insurance for the purpose of updating eligible dependents. The employee must complete and return the survey within thirty (30) days of the material's being mailed. Failure to comply may result in loss of hospital-medical insurance benefits.

27.4 Dental Insurance

The Board agrees to provide a full family Delta Dental Care Program or its equivalent as if the Delta Plan were in place: 90% Class I (Preventative/Maintenance) coverage, 90% Class II (Minor Restorative) coverage, 90% Class III (Major Restorative) coverage and 90% Class IV (Orthodontic Rider) coverage for all employees other than those who have dual dental insurance coverage, including coordination of benefits. The yearly maximums for Class I, Class II, and Class III benefits shall be \$1500. The lifetime maximum for Class IV shall be \$2500.

For all employees who have dual dental insurance coverage as a consequence of their spouse's employment with the Board or elsewhere, the Board agrees to provide full family Delta Dental Care Program Plan C or its equivalent as if the Delta Plan were in place --50% Class I coverage, 50% Class II coverage, 50% Class III, and 50% Class IV (Orthodontic) coverage. The yearly maximum for Class I, Class II, and Class III benefits shall be \$1500. The lifetime maximum for Class IV shall be \$1,500. The Board may require the employee to certify in writing whether or not s/he has dual dental insurance coverage.

27.5 Vision Insurance

The Board shall provide, without cost to each employee, VSP III or its equivalent as if the VSP III Plan were in place.

27.6 Worker's Compensation

- 1) Any employee who is absent because of an injury or disease payable under the Michigan Worker's Disability Compensation Act shall be treated in the following manner:

For the first 7 calendar days of such absence, the employee shall be charged sick leave from his/her accumulated account or, if the employee so requests, personal business leave. If the employee has exhausted sick leave and/or personal business leave, s/he shall be considered "absent without pay" for any absences not covered by his/her accounts.

If the employee's incapacitation continues to the 15th calendar day and/or beyond, the employee so affected shall have the sick leave and/or personal leave charged to his/her account for the first 5 working days of his/her absence restored to his/her account.

- 2) If the employee's incapacitation extends beyond the period of 7 calendar days, and it is determined that the injury/disability is payable under the Michigan Worker's Compensation Act, s/he shall not be charged sick leave and/or personal leave for any further absences for such incapacitation for a period of up to 90 calendar days from the date of said injury. The employee shall also, during this period of time, receive from the Board the difference between his/her Workers' Disability Compensation check and his/her regular salary. If an employee continues to work while undergoing prescribed rehabilitation and within six (6) months of the completion of the rehabilitation it is determined that surgery is required, s/he shall not be charged sick leave and/or personal leave for any further absences for a period of up to 45 calendar days from the date of the surgery. Under no circumstances shall the number of paid days exceed sixty-six (66) days under this provision.

Example: Employee A suffers a qualifying injury. During the ninety (90) day window the employee is absent for twenty (20) paid days because of the injury. The individual returns to work and attends physical therapy as prescribed. Four months after therapy, it is determined that surgery is required to repair the damage from the injury. Even though the surgery will take place after the regular ninety day window is closed, the employee shall not be charged sick leave and/or personal leave for any time off for up to 45 additional calendar days.

- 3) If the employee's incapacitation continues beyond the 90 calendar day period stated in Article 27.6 (2) above, s/he shall continue to receive the difference between his/her Worker's Disability Compensation check and his/her regular salary to the extent and until such time as said employee has used up all of his/her remaining sick leave and/or personal leave time.

- a) For purposes of this section, "full salary from the Board" shall mean the individual's contracted amount. It shall not include extra work/extra pay contract riders, hourly paid Adult and Community Education assignments, or any other extra pay assignment.
- b) It is also understood that, after the 90 calendar day period, the amount of sick leave or personal leave to be deducted from the employee's account will be 1/2 day or four (4) hours for any full day's absence. If the employee is absent less than a full day, the employee will still be charged 1/2 day or four (4) hours from his/her sick or personal leave account.

ARTICLE 28 UNION BULLETIN BOARDS

28.1

The Employer will provide conspicuously located bulletin boards in each building of the B.O.S.S., MEA/NEA which may be used by the Union for posting notices of the following types:

1. Notice of recreational and social events
2. Notice of election.
3. Notices of results of elections.
4. Notices of meetings.
5. Job postings.
6. Postings deemed necessary for the internal operation of the Union.

ARTICLE 29 NEW JOB

29.1

When a new job is placed in the B.O.S.S., MEA/NEA and cannot be properly placed in an existing classification, the Employer will consult with the B.O.S.S., MEA/NEA prior to establishing the classification and grade structure. In the event the B.O.S.S., MEA/NEA does not agree that the description and grades are proper, the Union shall have the right to submit the matter into the grievance procedure.

ARTICLE 30 RATIFICATION

30.1

The B.O.S.S., MEA/NEA agrees to submit this agreement to the employees of the Union covered by this agreement for ratification by them and the Union will recommend to the employees that it be ratified.

**ARTICLE 31
TERMINATION AND MODIFICATION**

31.1

This agreement shall continue in full force and effect through June 30, 2014.

31.2

If either party desires to terminate this agreement, it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or each party giving a notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on one hundred twenty (120) days written notice prior to the current year's termination date.

31.3

If either party desires to modify or change this agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of intent to amend or modify the agreement. If notice of amendment of this agreement has been given in accordance with this paragraph, this agreement may be terminated by either party on ten (10) days written notice of termination. An amendment that may be agreed upon shall become and be part of this agreement without modifying or changing any of the other terms of this agreement.

31.4

If a court finds any provision of this contract illegal, that provision shall, to the extent it has been declared illegal, become null and void, but the remaining provisions of the agreement shall remain in full force and effect.

31.5

This entire agreement or specific provisions of this agreement may be rejected, modified or terminated by an emergency manager under conditions provided in the Local Government and School District Fiscal Accountability Act, 2011 PA 4.

**ARTICLE 32
STUDY COMMITTEE**

32.1

A joint management and B.O.S.S., MEA/NEA study committee may be set up at any period during the life of this contract by mutual consent and for specific purposes.

ARTICLE 33
PROMOTION OF PRODUCTIVITY AND EFFICIENCY

33.1

The B.O.S.S., MEA/NEA recognizes the responsibilities imposed upon it as exclusive bargaining agent of the employees of the Union. The B.O.S.S., MEA/NEA realizes that in order to provide maximum job opportunities for continuing employment, good working conditions and adequate wages, the Wayne-Westland Community School District must be able to maintain the Wayne-Westland Schools as efficiently and at the lowest possible cost consistent with fair labor standards. The B.O.S.S., MEA/NEA undertakes that the members of the bargaining unit will perform loyal and efficient work.

ARTICLE 34
SCHOOL DISTRICT'S RIGHTS

34.1

The Board of Education retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of the Agreement. Without limiting to any extent the generality of the forgoing, the Board of Education shall have the right to promulgate at any time and to enforce any rules, regulations and policies which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent with the Agreement.

ARTICLE 35
CONTRACT AMENDMENTS

35.1

The employer and the B.O.S.S., MEA/NEA may, during the period of this contract, upon mutual consent, reopen the contract to negotiate language changes. Management agrees to negotiate with the B.O.S.S., MEA/NEA prior to any change in working conditions, work methods, or major employee related policy.

ARTICLE 36
STRIKES

36.1

There shall be no strikes of any kind by the B.O.S.S., MEA/NEA during the term of this agreement.

The word "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in conditions or compensation, or the rights, privileges or obligations of employment. Nothing contained in the Act shall be construed to limit, impair or affect the right of any public employee to the expression or communication of view, grievance, complaint or opinion on any matter related to the conditions of compensation of public employment or their betterment, so long as the same is not designated to and does not interfere with the full, faithful and proper performance of the duties of employment.

ARTICLE 37 CLASSIFICATIONS

37.1

Electrician
Electronic Technician
Plumber
Heating and Refrigeration
Carpenter
Equipment Repair
Auto, Truck, and Bus Mechanics
Painter
Groundskeeper
General Maintenance Personnel
Graphics Technician
Electrician Leader
Plumber Leader
Heating and Refrigeration Leader
Carpenter Leader
Equipment Repair Leader
Mechanic Leader
Support Technician
Network Engineer
Network Technician
Painter Leader
Groundskeeper Leader
Graphics Technician Leader
Technology Repair Leader
Technology Repair
Apprentices of above skills

Administration, upon request or as necessary, will review the job descriptions

**ARTICLE 38
WAGES**

38.1

An employee hired before January 1st of a given year will receive an experience increment to the next step of the salary schedule the following July 1st. An employee hired after January 1st of a given year will receive no experience increment the following July 1st. Instead, s/he will wait until the next July 1st before receiving it.

38.2

Leader pay differential will be 68 cents per hour.

38.3

Anyone required to hold a Masters or Contractors license will receive an additional 50 cents per hour.

38.4

In June of each year, longevity will be paid to those employees who have completed at least their fifteenth (15) year of employment in the District on the following basis:

15-19 years of service in the District	\$ 750
20-24 years of service in the District	\$1,150
25 plus years of service in the District	\$1,700

38.5

This salary schedule is in effect from July 1, 2009, through June 30, 2010. This schedule represents a 1.25% improvement for schedules A, B, & C.

Salary Schedule for employees hired prior to July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	23.00	24.16	25.34	26.63	26.88
Schedule B	22.01	23.13	24.27	25.48	25.75
Schedule C	17.26	18.11	19.01	20.00	20.19

Salary Schedule for employees hired after July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	20.01	21.02	22.05	23.17	23.39
Schedule B	19.15	20.12	21.11	22.17	22.40
Schedule C	16.57	17.39	18.25	19.20	19.38

38.6

This salary schedule is in effect from July 1, 2010, through June 30, 2011. This schedule represents a 0% improvement for schedules A, B, & C. Parties also agree to no step advancement for the 2010-2011 contract year.

Salary Schedule for employees hired prior to July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	23.00	24.16	25.34	26.63	26.88
Schedule B	22.01	23.13	24.27	25.48	25.75
Schedule C	17.26	18.11	19.01	20.00	20.19

Salary Schedule for employees hired after July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	20.01	21.02	22.05	23.17	23.39
Schedule B	19.15	20.12	21.11	22.17	22.40
Schedule C	16.57	17.39	18.25	19.20	19.38

38.7

This salary schedule is in effect from July 1, 2011, through June 30, 2012. This schedule represents a 1.5% improvement for schedules A, B, & C. Parties also agree to step advancement for the 2011-2012 contract year.

Salary Schedule for employees hired prior to July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	23.35	24.52	25.72	27.03	27.28
Schedule B	22.34	23.48	24.63	25.86	26.14
Schedule C	17.52	18.38	19.30	20.30	20.49

Salary Schedule for employees hired after July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	20.31	21.34	22.38	23.52	23.74
Schedule B	19.44	20.42	21.43	22.50	22.74
Schedule C	16.82	17.65	18.52	19.49	19.67

38.8

This salary schedule is in effect from July 1, 2012, through June 30, 2013. This schedule represents a 0% improvement for schedules A, B, & C. The parties agree that members will not advance to the next step of the salary schedule until the 14th pay of the 2012-2013 school year.

Salary Schedule for employees hired prior to July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	23.35	24.52	25.72	27.03	27.28
Schedule B	22.34	23.48	24.63	25.86	26.14
Schedule C	17.52	18.38	19.30	20.30	20.49

Salary Schedule for employees hired after July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	20.31	21.34	22.38	23.52	23.74
Schedule B	19.44	20.42	21.43	22.50	22.74
Schedule C	16.82	17.65	18.52	19.49	19.67

38.9

The 2013-2014 salary schedule will be negotiated by the parties. The parties agree the minimum improvement factor will be .5% and the maximum will be 2%.

The parties agree that members will not advance to the next step of the salary schedule until the 14th pay of the 2013-2014 school year.

Salary Schedule for employees hired prior to July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	TBD	TBD	TBD	TBD	TBD
Schedule B	TBD	TBD	TBD	TBD	TBD
Schedule C	TBD	TBD	TBD	TBD	TBD

Salary Schedule for employees hired after July 1, 2009

	Step 1	Step 2	Step 3	Step 4	Step 5
Schedule A	TBD	TBD	TBD	TBD	TBD
Schedule B	TBD	TBD	TBD	TBD	TBD
Schedule C	TBD	TBD	TBD	TBD	TBD

38.10

The District will pay for any classes or certificates/certification or licenses required by a state regulatory agency.

38.10.1

An employee possessing and maintaining a journeyman's card or a journeyman's license as recognized by the Department of Labor in his/her classification will be placed on Schedule A. Mechanics possessing and maintaining ASE Master School Bus Technician certification and ASE Automobile certification in engine performance, brakes, heating/air conditioning, suspension/steering and electrical systems will be placed on Schedule A.

38.10.2

Schedule A shall apply to Network Engineers, Schedule B shall apply to Network Technicians, and Schedule C shall apply to both Support Technicians and General Maintenance Personnel.

A computer support technician or a network technician earning and maintaining advanced-level (may be referred to as Engineer, Professional, Master, etc) vendor certifications, shall be placed into the Network Engineer classification. A computer support technician possessing and maintaining entry level certifications (may be referred to as Associate, Administrator, or Technician) from vendors utilized by the district (Cisco, Novell, Dell, Microsoft, Apple, etc) shall be placed into the Network Technician classification.

38.11

This article is modified for the 2011-2012 and 2012-2013 school years in order to create two (2) furlough days. Members pay will be reduced by the member's daily rate of pay for two (2) days. This reduction will occur in the form of a deduction, spread out over 20 pay periods.

The parties anticipate the furlough days will be taken on the first two days where district wide classes are canceled by the District due to weather conditions, health concerns, or other "Acts of God." If a member is required by the District to work on a furlough day(s), s/he will take a furlough day(s) on an alternative date, at the discretion of the member.

In the event a member's scheduled sick, personal or vacation day coincides with a furlough day, the member will not be charged the sick, personal or vacation day.

If two "Act of God" (furlough) days have not occurred by March 30 of a given year, the parties agree to meet to discuss other options for furlough days.

This modification will continue for the 2013-2014 school year if the District's unencumbered funds (General Fund, including the 5 Year Maintenance/Capital Project Fund, aka: the Building and Site Fund) is less than 5% of the District's 2012-2013 fiscal expenditures.

**ARTICLE 39
DURATION OF AGREEMENT**

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement shall be effective as of July 1, 2009 and as amended and extended June 30, 2011 and shall continue in effect through June 30, 2014.

BROTHERHOOD OF SPECIALIZED SKILLS,
MEA/NEA

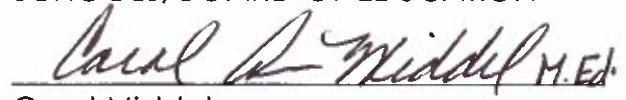


Michael Szabo
President, Brotherhood of Specialized
Skills/MEA



Evelyn Baran
Executive Director, Brotherhood of
Specialized Skills/MEA


WAYNE-WESTLAND COMMUNITY
SCHOOLS, BOARD OF EDUCATION



Carol Middel
President, Wayne-Westland Board of
Education



Gary M. Martin
Deputy Superintendent of
Administrative and Business Services



Joan M. Sedik
Executive Director, Human Resources

Union Ratification Date:

_____ June 23, 2011 _____

Board Ratification Date:

_____ June 30, 2011 _____

Appendix A

**LETTER OF UNDERSTANDING
BETWEEN
THE BROTHERHOOD OF SPECIALIZED SKILLS/MEA AND THE
WAYNE-WESTLAND COMMUNITY SCHOOLS**

The Brotherhood of Specialized Skills/MEA and the Wayne-Westland Community Schools agree to the following Letter of Understanding concerning the current position of Print Shop Leader.

The parties agree that the person currently employed in the position of Print Shop Leader shall retain the position until such time that the person vacates the position by transfer or retirement.

Appendix B

**LETTER OF UNDERSTANDING
BETWEEN
THE BROTHERHOOD OF SPECIALIZED SKILLS/MEA AND THE
WAYNE-WESTLAND COMMUNITY SCHOOLS**

The parties agree to the following as it pertains to maintaining the Blue Cross/Blue Shield Health Care plan consistent with the MESSA Choices PPO benefit structure for 2006:

- The attached reference document outlining the MESSA benefit structure will be used to ensure that the Blue Cross/Blue Shield Health Plan for the Brotherhood of Specialized Skills is consistent with that of the MESSA PPO plan of 2006.
- In addition, if there are some other benefit structure items not identified in the document referred to above, but identified in some other published MESSA Choices PPO of 2006 benefit structure document, to the extent it can, the district will purchase for coverage consistent with said benefit structure document.
- MESSA staff may be used to interpret MESSA documents.