

Woodhaven-Brownstown School District

Learning and Leading for Tomorrow

2013-2016 MASTER AGREEMENT

Between the
WOODHAVEN-BROWNSTOWN
SCHOOL DISTRICT

and the

WOODHAVEN-BROWNSTOWN
EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION

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PREAMBLE

This agreement entered into by the Woodhaven-Brownstown School District, hereinafter referred to as the employer, and M.E.A, hereinafter referred to as the union, has as its purpose the promotion of harmonious relations between the employer and the union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment. The terms "Woodhaven-Brownstown Educational Support Professional Association" and "M.E.A" shall be interchangeable for the purpose of this agreement.

ARTICLE 1 ***Recognition***

The Board recognizes the union as the exclusive bargaining representative pursuant to and in accordance with all applicable provisions of Act 379 of the Public Act of 1965 for all non-instructional employees excluding superintendent's secretary, business manager's secretary, assistant superintendent secretary, personnel director's secretary, supervisors, paraprofessionals.

ARTICLE 2 ***Rights of the Employer***

Section 1—Source of Rights

It is agreed that the employer hereby retains and reserves unto itself, without limitation and without prior negotiations with the union, all the powers, rights, authority, duties and responsibilities enumerated in the School Code of 1976 and conferred upon and vested in it by the laws and the Constitution of the State of Michigan and the United States, including, and without limiting the generality of the foregoing, the rights to:

1. The executive management and administrative control of the school district, its properties, equipment, facilities, and operations and to direct the activities and affairs of its employees.
2. Hire all employees and determine their qualifications.
3. Promote, transfer, and assign all employees.
4. Determine the size of the work force and to expand or reduce the work force.
5. Establish, continue or revise policies and adopt reasonable work rules and regulations.
6. Dismiss, demote, and discipline employees.
7. Establish, modify, or change any work, school hours or days.
8. Determine the services, supplies and equipment for its operations and to determine all methods and means of distributing, disseminating and/or delivering its services and methods, schedules and standards of operation, the means, methods, and processes of carrying on the work, including automation or subcontracting thereof or changes therein, and the institution of new and/or improved methods.
9. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

Section 2—Limited by Agreement

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

ARTICLE 3

Representation

Section 1—Bargaining Committee

The employees, for the purpose of collective bargaining, shall be represented by a bargaining committee of not more than seven (7) employees including the president of the local and a representative of the M.E.A. Employees on this committee shall be seniority employees of the Board and their selection as committee members can be in any manner determined by the union. An alternate may be appointed to serve on the committee during the absence of a committee member. Committee members may be permitted during regularly scheduled working hours, without loss of pay, to attend negotiating sessions.

Section 2—Building Stewards

All bargaining unit members shall have appropriate union representation regarding employment matters with the district.

Employees shall be represented by the union as follows: one steward and one alternate steward for each area of representation.

Areas of representation are:

- Transportation
- Custodial/Maintenance
- Clerical/Food Service/Security

The alternate steward shall only represent an employee when the steward is unavailable.

When both the steward and the alternate steward are unavailable, the employee shall be represented by a steward from another area.

The employee may be represented by the chief steward when no steward or alternate steward from the employee's area, or no steward or alternate steward from another area is available.

A list of union officials and representatives shall be posted on the union notice board in each building.

Section 3—Union President's Responsibilities

The president may review and prepare grievances not settled for further review in the steps of the grievance procedure. The president of the union may be permitted to leave his work to attend grievance meetings within the school district, but he shall first request and secure the approval of his supervisor before he leaves his job to attend the meeting.

Section 4—New Employee Orientation

In order that each new bargaining unit member may be made familiar with the provisions of this agreement and the departmental supplemental contract and his/her rights and responsibilities there under, the employer will allow the local union president or, if designated, the area steward an opportunity to meet with new bargaining union members within thirty (30) days from their start date within the school district. The meeting will be allowed to take place privately in an appropriate location agreeable to management and for a period of not more than one half (1/2) hour, unless additional time has been previously approved by the superintendent or designee.

Section 5—Release Time for Union Business

Stewards, local president, or local president's designee may be permitted during regularly scheduled working hours, without loss of pay, to:

1. Investigate and present grievances within the area of their jurisdiction.
2. Transmit communications, authorized by the local union or its officers, to the employer or his steward.

3. Consult with the employer or his steward concerning the enforcement of any provisions of this agreement.

They shall first request and secure approval of their supervisor. The supervisor may grant sufficient time to the stewards, local president, or local president's designee to leave their work for these purposes. The privilege of leaving their work during scheduled working hours is subject to the understanding that the time will be devoted to the prompt handling of grievances and will not be abused.

Section 6—Representative Limitations

In no event shall any union representative leave a job where the health, safety or general welfare of the schools teachers, students, or property shall be in danger or jeopardy, nor shall any such leaving occur when damage to school property or equipment might occur.

Section 7— M.E.A Recognition

Duly authorized representatives of the M.E.A and its respective affiliates shall be permitted to transact official union business on employer property at all reasonable times, provided that this shall not interfere with or interrupt normal operations, and provided that the representative shall first notify the supervisor.

Section 8— Association Release Time

The Woodhaven-Brownstown Educational Support Professional Association will be allocated six (6) days to be used by the president and/or designee(s) to attend Association conventions and conferences. Written notification must be made in advance.

Such time off must be approved by the human resources director. Approval shall be contingent upon the impact of District operations.

Additional days may be granted upon petition and approval of the superintendent or designee.

ARTICLE 4

Labor-Management Relations Conferences

Special conferences for important matters will be arranged between the local union and the superintendent or designee upon the request of either party. Unless otherwise agreed, such meetings shall be between two (2) representatives of the Board and two (2) representatives of the union. Arrangements for such special conferences shall be made at least twenty-four (24) hours in advance and shall be held within ten (10) working days after the request is made. An agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. The members of the union shall not lose time or pay for time spent in such special conferences.

The foregoing shall not restrict the employer's right to meet and confer with the employees to discuss means to improve the working environment and other matters of concern which are non-contract related and/or non-disciplinary in nature.

Meetings shall be held at least quarterly for the purpose of keeping open lines of communication for both management and the union. The meetings will be held by the second week of August, November, February, and May.

ARTICLE 5

Grievance and Arbitration Procedure

Section 1—Definition of a Grievance

A grievance is a complaint by a bargaining unit employee or the union, involving the meaning, interpretation, application or alleged violation of any provisions of this agreement.

Employees shall be represented by the union as follows: one steward and one alternate steward for each area of representation.

Areas of representation are:

- Transportation
- Custodial/Maintenance
- Clerical/Food Service/Security

The alternate steward shall only represent an employee when the steward is unavailable.

When both the steward and the alternate steward are unavailable, the employee shall be represented by a steward from another area.

The employee may be represented by the chief steward when no steward or alternate steward from the employee's area, or no steward or alternate steward from another area is available.

Section 2—General Provisions

Processing Extension

The number of days provided for the presentation and processing of grievances in each step of the grievance procedure establish the maximum time limits and any grievance not presented within the time limits provided at each respective step of the grievance procedure shall be deemed withdrawn, provided, however, the time limits set forth herein may be extended by mutual agreement between the Board or its representative and the employee or the union.

Management Rights

The filing of the grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.

Union Group Filing at Step Three

If a grievance affects a group of employees or the bargaining unit as a whole, the union may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at step three.

Grievant's Responsibility

In the event the alleged grievance involves an order or requirement, the grievant shall fulfill or carry out such order or requirement, except as provided by law, pending the final decision of the grievance.

Section 3—Procedure

The following grievance procedure shall be the means for resolving grievances:

Step One—Oral Presentation

- a. An employee claiming a grievance shall notify his/her immediate supervisor and request a meeting within ten (10) working days of the event upon which the grievance is based.
- b. An employee should notify the employee's immediate supervisor that he/she may have a grievance and request a meeting including their steward.
- c. A grievance meeting for resolution of the potential grievance shall be scheduled with the employee, area steward, and immediate supervisor as promptly as practicable. The meeting should take place within two (2) work days following the request, or at any other time if mutually convenient.
- d. The meeting: The purpose of the meeting is to discuss the grievance, and to engage in problem solving in an attempt to reach a mutually agreed resolution.

If the grievance is not resolved informally then move to step two.

Step Two

- a. Within five (5) working days following the step one meeting, the grievance shall be reduced to writing by the union, and given to the grievant's immediate supervisor.

- b. The immediate supervisor shall render the decision in writing within five (5) working days, and give a copy of the decision to the superintendent or designee, and to the steward, union president, and the grievant.
- c. If the supervisor fails to respond within the deadline of five (5) working days, the union has the right to move the grievance to step three.
- d. If the results are unsatisfactory to the grievant/union then they move to step three.

Step Three

- a. The grievant/union shall request a hearing to present their case. Such request shall be in writing to the superintendent or designee within five (5) working days of the receipt of the supervisor's written denial.
- b. The hearing shall include the grievant, chief steward, union president, and the superintendent or designee. The supervisor may be present at the request of either party. If necessary, a witness list will be provided.
- c. The hearing will be scheduled within five (5) working days of the written request.
- d. A written determination will be given to the grievant/union within five (5) working days of the hearing.

Step Four

If the grievance is still unsettled either party may, within thirty (30) calendar days after the reply of the superintendent or designee is received, by written notice to the other party, request arbitration. The parties may mutually agree to an independent arbitrator. If the parties cannot come to a mutual agreement regarding an arbitrator within thirty (30) work days then the parties shall submit their arbitration request to the American Arbitration Association. In either event, arbitration proceedings shall be conducted in accordance with the rules of the American Arbitration Association (AAA).

Section 4—Arbitrator's Function and Limitations

It shall be the function of the arbitrator, and he shall be empowered, except as his powers are limited by this agreement, after due investigation, to make a decision in cases of alleged violation or interpretation of the specific articles and sections of this agreement:

- 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 establish salary structure or change any salary.
- 3. If the Board disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall have to decide if the grievance is arbitrable. In the event that a case is appealed to an arbitrator on which he has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.
- 4. There shall be no appeal from an arbitrator's decision if within the scope of his authority as set forth above. The union shall discourage any attempt of its members and shall not encourage or cooperate with any of its members in any appeal to any court or labor board from a decision of an arbitrator, provided the question is solely within the scope of his authority.
- 5. The fees and expenses of the arbitrator shall be shared equally by the Board and the union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other.
- 6. The Board shall not be required to pay back wages more than ten (10) working days prior to the date a written grievance is filed.
 - a. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned.
 - b. No decision in any case shall require a retroactive wage adjustment in any other case unless, by mutual agreement, the other case was held pending the outcome of the representative case.

ARTICLE 6

Discipline and Discharge

Section 1—Discipline

The employer shall not discipline any employee without just cause. Disciplinary action or measures shall be corrective in nature and consist of the following:

1. Oral reprimand (documented in writing with a copy to the employee and union steward)
2. Written reprimand
3. Suspension—not to exceed three (3) days
4. Suspension—not to exceed ten (10) days
5. More severe discipline—could result in discharge

Nothing herein shall prevent the Board from appropriately disciplining an employee should circumstance warrant. Any disciplinary action or measure imposed upon any employee may be appealed through the regular grievance procedure.

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

Section 2—Discharge

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

The union shall have the right to take up the suspension and/or discharge grievance at the fourth 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.

Use of Past Record: In imposing any discipline and/or discharge, the employer will not take into account any prior conduct which occurred more than two (2) years previously, nor impose discipline on any employee for errors or mistakes on his employment application after a period of two (2) years from his date of hire.

ARTICLE 7

Probationary Period; Seniority

Section 1—Probationary Period

New employees hired in the district shall be considered as probationary employees for the first sixty (60) work days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the district as described in Article 8, Section 2. Days of absenteeism shall not be counted towards the fulfillment of the sixty (60) probationary work days.

The union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment as set forth in Article 1 of this agreement. The employer shall have the right to discharge and discipline probationary employees. The union will not represent the probationary employee for matters of discharge or discipline during the probationary period.

No benefits for new employees will start until the employee completes his probationary period, except health insurance and life insurance as hereinafter provided.

Section 2—Seniority Dates

Employees shall be entered on the seniority list of the district upon completion of their probationary period in accordance with their date of hire, which is defined as the date the Board of Education approves as their start date.

Beginning 4/25/94, persons hired on the same date shall be ranked on the seniority list by the last four digits of their social security number. The member having the highest four digit

number will be most senior. Members ranked by alphabet under past agreements will be grandfathered.

Current employees as of 7/1/94 shall retain their seniority accrued as of 6/30/94. Beginning 7/1/94 seniority shall be accrued based on years of service.

Laid off employees will be granted seniority for time worked as a substitute, to be accrued based on days worked divided by 365.

Section 3—Seniority List

The Board shall compute the seniority list for the prior year ending June 30th and provide copies to the local president by August 15th.

The Board will update the seniority list, when necessary, in order to clarify seniority status for a job posting, layoff, and recall.

Section 4—Loss of Seniority/Employment Status

An employee shall lose his seniority/employee status within the WSP unit for the following reasons:

1. Quits or retires.
2. Is discharged for cause.
3. Is absent for five (5) consecutive work days without justifiable reason or without notifying the Board, unless such failure to provide notice was the result of circumstances beyond the control of the employee.
4. Give a false reason to obtain a leave or if the employee fails to return to work within five (5) days of the termination of any leave of absence without justifiable reason.
5. If the employee is laid off for a period equal to the employee's accumulated seniority, or three (3) years, whichever is less.
6. If a laid off employee does not work a minimum of 300 hours within 365 days from the effective day of layoff.
7. Termination after 365 days under Article 20 or Article 21.

Section 5—Super Seniority

Notwithstanding their position on the seniority list, union representatives directly involved in the grievance procedure shall be retained at work as long as there is work they can perform with minimal training. These representatives are the president, chief steward, and stewards. It is understood and agreed that where an alternate or designated union representative is functioning on a full-time basis in the absence of the regular union representative, the alternate or designee shall be retained at work on the same basis.

Section 6—Frozen Seniority

In regard to transfers or promotions out of the bargaining unit, an employee who is transferred or promoted to a position under the employer not included in the bargaining unit shall be given a trial period of up to sixty (60) work days, during which time he shall be entitled to transfer back to his former job and location. His seniority will continue to accumulate during this time, and a substitute employee may be utilized to fill the vacated position during the trial period.

In the event the employee remains on his new job beyond the trial period, his accumulated seniority on his former job will be frozen as of the date of completion of his trial period.

If the employee is allowed to re-enter the bargaining unit by applying for and being granted a position by management, his frozen seniority will be reinstated.

ARTICLE 8

Filling of Vacancies

Section 1—Lateral Transfer

A lateral transfer is when an employee wishes to transfer to an open position in the same classification, with the same number of posted hours.

The employer shall post all new or open positions for three (3) working days. Such a posting shall be entitled a "lateral transfer posting." In the event of such a job posting, an employee may only bid on such a "lateral transfer posting" in accordance with this section. The employer shall not award the position to other than the senior interested party without cause. No more than three (3) lateral moves, including such transfer on the basis of seniority, shall be made to fill a position in a job classification. Whenever possible lateral transfers shall be made within five (5) working days of notice of the award of the job. If necessary, this timeline may be extended by mutual agreement of the union executive board or representative and the employer. Any employee who transfers under this provision shall, on acceptance of a transfer, be ineligible to bid on any further lateral transfer until July 1st. If an employee is forced to give up said lateral, his right to lateral transfer will be restored. No employee will be involuntarily transferred without cause.

The Board shall have the right to fill any vacancy in a job classification temporarily until the provisions of this article have been completed; however, the Board agrees to make every reasonable effort to fill the final vacancy in accordance with Article 9, Section 2—Job Posting.

Section 2—Job Posting

Definition of vacancy

1. ***Permanent vacancy*** is any vacancy in the bargaining unit resulting from termination, retirement, or a newly created position or reinstated position. Permanent vacancies that the Board intends to fill shall be immediately posted and filled in accordance with the procedure described in this article.
2. ***Temporary vacancy*** is any vacancy in the bargaining unit resulting from any medical leaves or other approved leaves of less than six (6) months. Temporary vacancies may be posted and temporarily awarded in accordance with the contract. When an employee returns to work within six (6) months, he/she shall be returned to his/her former position. Employees working temporarily will revert to their former positions.
3. ***Permanent vacancy as a result of an extended leave of absence*** is a position that has been filled by a substitute employee for six (6) months due to an employee's approved leave of absence and is now posted after six (6) months. An employee who bids on and is awarded a posted vacancy due to another employee's approved leave of absence in excess of six (6) months shall keep their medical benefit status from their prior position with the district unless the open position is not benefited. The employee who does not have medical, vision, and dental benefits when awarded this position shall not obtain these benefits for six (6) months in this position. The employee shall earn all other benefits consistent with the assumed position.

Job vacancies will then be posted on the union bulletin board in each building for a period of seven (7) working days setting forth the minimum requirements for the position and shall include hours and shifts. Postings will be sent to the building or departmental secretary to be posted on the union bulletin within the building or department. Vacancies and new positions shall be filled from the ranks of employees, except in cases where specific skills are needed and employees do not meet the position's requirements. Interested employees within the bargaining unit shall apply within the seven (7) working day posting period. The job will be awarded to the senior qualified employees applying within seven (7) working days after the posting period, subject to approval at the next regular Board meeting.

The district shall notify the union of the award of any positions to bargaining unit members or of new hires into bargaining unit positions within seven (7) calendar days of the position being awarded. Such notice shall be sent in writing to the president and treasurer of the union and posted on the union notice board in each building.

During summer months, notice of job openings will be mailed to the union president.

Section 3—Position Changes

A position change may be either a promotion or demotion. A promotion shall be defined as an increase in hours and/or an increase in the hourly rate of pay. A demotion is a decrease in the number of hours per week in the new position or a decrease in the hourly rate in the new position.

Position changes within the bargaining unit shall be made on the basis of qualifications and seniority.

There are four (4) divisions—custodial/maintenance, food service, transportation, and clerical. Qualifications, as outlined in the job description, may be determined by testing and by evaluations of the employee's work during the period of not more than the prior two (2) years. The employer agrees to develop tests and evaluation procedures and instruments.

When the employer requires testing to establish an employee's qualifications for a job, the skills tested shall be uniform for all applicants or candidates for a position. An employee who has tested for a position within the last two (2) years and has taken the test for that position within that time period may choose to take an alternate version of the test or allow the previous test score to stand. The employee will state in writing on the bid form his/her intent to test or allow a prior test score to stand. In the event the senior applicant is not awarded the job, reason for denial shall be given the employee in writing. When the employee is awarded the new job, the employee will move to the appropriate step of the pay schedule.

Section 4—Promotions/Demotions

An employee who assumes or is awarded a position shall have a sixty (60) working day trial period. During the trial period, the employer may fill the vacated position with a substitute employee. If the employee is deemed unsatisfactory by the employer any time during the trial period, notice and reasons shall be submitted to the employee, in writing, by the Board of Education or its representative.

Promotion—Only an employee receiving a promotion will be able to revert to his former position within the sixty (60) working day period. During the sixty (60) working day trial period, after assuming a promotion, the employee shall have the opportunity to revert back to his former job and location whereupon the employee shall sign a statement to acknowledge his ineligibility for the next similar promotion and his eligibility for the second similar position. This procedure will be repetitive.

When an employee reverts back to or is returned to his former position within the sixty (60) working day trial period, the next-in-line qualified employee who originally bid on the position will be awarded it. No additional posting will take place.

Demotion—A person who takes a position that is a demotion will not be eligible to revert to the former position as the result of a failure to perform the job satisfactorily or by personal choice. In this instance, the employee shall surrender their right of employment if there is not an open position as defined by Article 9.

Section 5—Second Union Position

Employees may bid for and hold a second job within the bargaining unit. An employee holding the second job must be regularly available to perform the second job, with the understanding that the employee may be absent under any of the appropriate sick leave or other leave provisions of this contract.

The job with the greater number of hours per day shall be the primary job, and bumping rights shall be based only on the primary job.

As it pertains to an employee holding two (2) jobs, in no event may the hours of the jobs overlap. (Example: An employee who bids for and receives a second job may not absent himself from that second job to perform any other bargaining unit work unless the director of personnel or designee, who has such discretion, so directs.)

The total number of regularly scheduled hours of the combined jobs shall not exceed eight (8) hours per day or forty (40) hours per week. An employee awarded a second job shall retain it so long as it remains substantively the same. An employee resigning the second job prior to the end of the school year shall forfeit the right to bid on a second job during the following twelve (12) months.

An employee holding two (2) jobs shall receive benefits based on the position that is longer in hours, according to the provisions of Article 35.

If one of the employee's positions is eliminated or the employee quits one of the positions, that employee shall revert to benefits appropriate to the retained part-time job.

In accordance with Article 9, Section 3, above, the employee receiving a second position will serve the standard probationary period in the second position for purposes of performance evaluation, but shall be paid based on his seniority in the bargaining unit.

Section 6— Summer School Assignments

It is the prerogative of the Board, when and if these assignments are available, that vacancies will be filled by the most senior bargaining unit member provided that the individuals meet reasonable qualifications. In the event that no qualified individual applies for these positions, then they may be filled at the discretion of the Board. Bargaining unit members who resign their regular work assignment will also relinquish their summer school assignment.

Employees who are awarded these positions shall retain them until:

1. The employee is evaluated out of the position;
2. the employee resigns;
3. there is a lapse of one or more years since the program ran.

In order to be eligible for a summer school assignment, the employee must be able to work the entire assignment. Employees will not be allowed to use vacation or other benefited time off from their regular assignment in order to take a summer school assignment*.

*If the situation arises where only one qualified bargaining unit member applies for the position, and is unable to accept the entire assignment due to conflicts in their regular assignment, members from the association and management will sit down to discuss potential solutions.

An employee who is awarded a summer school position will not be forced to relinquish their position should the employee experience an unexpected circumstance, determined by the human resources director, which prevents the employee from completing the entire assignment.

ARTICLE 9

Substitute Employees

A substitute is any person hired by the Board to work in place of a regular employee who is absent in compliance with the leave policies established within this contract, as well as during the trial periods enumerated in Article 9, Section 3 and Article 8, Section 6 of this contract.

ARTICLE 10

Layoff and Recall

Section 1—Layoff Procedure

The word "layoff" shall mean a reduction in the employee work force due to a decrease in work, lack of funds, or abolishment of jobs. Reduction in the work force shall be affected through the following procedure:

1. Employees shall be given notice of layoff seven (7) calendar days before layoff is in effect.
2. The necessary number of least seniority employees shall be removed from the affected classification.
3. In the event a reduction of custodial positions is necessary, less than eight (8) hour positions in the custodial ranks will be eliminated before any eight (8) hour custodial position is eliminated.
4. Probationary employees within the classification being affected shall be laid off before a seniority employee.
5. An employee who is laid off will have three (3) working days to exercise his right to bump into another job of equivalent or lower hours, provided they have the qualifications to perform that function.
6. In the event an employee is disqualified, notice will be given to the employee and the local president, in writing, from the Board as to why the employee does not qualify.

Section 2—Recall Procedure

When the working force is increased after a layoff, employees will be recalled according to their seniority, provided the greater seniority employees possess the necessary qualifications to perform the available work.

Employees who have been laid-off and/or forced to bump from a preferred classification shall retain their right to be recalled to a vacant position in that classification of the same or less hours. Positions in the classification of greater hours than the bargaining unit member was laid off from shall be posted. Should a laid off employee not be recalled to a position of the same or fewer hours, the employee has the right to bid on any open, posted positions regardless of classification or hours, according to seniority.

Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the responsibility of the employee to keep the Board informed of his correct address. If an employee fails to report for work within ten (10) working days from the date of mailing of the notice of recall, he shall be considered a "quit." Extensions may be granted in proper cases. Denial of a request for extension of the time period to return to work shall include the reason for the denial. Laid off employees shall have recall rights according to Article 8.

Laid off employees will be called first when substitutes are needed in divisions when qualified. Employees who are laid off and are called back to work on a temporary basis will be paid at the rate of pay commensurate with their seniority.

ARTICLE 11

Working Schedules and Conditions

Section 1—Regular Hours

All regular full-time employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.

Management shall determine the work schedule that shall include the building(s) and shift (hours) to be worked.

1. **Support Services Staff**—Beginning in June, 1997, at least two (2) weeks prior to the end of the every third school year, the director of support services will call a meeting of all custodial staff. At this time any changes in rules, regulations and assignments will be explained. Custodial employees will be able to bid shifts and buildings by seniority at this time. Custodians in a position of less than eight (8) hours do not have automatic move up or

bidding rights to a position of eight (8) hours or more when they become open position or re-bid positions. A part-time custodian may, at the 3-year bid meeting, bid on positions of the same or less hours as the position the custodian currently holds. Initial assignments will be for three (3) school years.

When an employee is not on active, full duty status during the above custodial bidding process, the employee shall bid last for a position with equal hours. That position will remain in effect until such time as the employee is able to return to full duty status. At that time, the employee may bump, by seniority, into a position within the same division.

2. **Food Service Staff**—At least two (2) weeks prior to the beginning of the school year, the food service director will call a meeting of all food service staff for the purpose of assigning employees. At this time, schedules will be assigned according to seniority. Any employee moved to a different location shall receive the written reasons for the change. Any change in rules, regulations and assignments will be explained.
3. **Work schedules**, and updated work schedules, showing the employee's shifts, work days and hours shall be posted on all departmental bulletin boards at all times. Work schedules shall not be arbitrarily changed. Any change of more than one-half (½) hour in present work schedules shall be negotiated with the union.
4. **Notification**—Bargaining unit members shall be provided a minimum of three (3) days notice when the beginning and ending time of a work shift is to be permanently changed by thirty (30) minutes or more per work day.
5. **Work hours** shall not be arbitrarily changed. Any reduction of hours in present work schedules shall be negotiated with the union. The parties agree that any reduction in present work hours will not occur during the life of this collective bargaining agreement which expires on June 30, 2016, at which time the previous contract language #3 (Work schedules) and #4 (Notification) will revert to the language below, deactivating #5 (Work hours):
3. **Work schedules**, and updated work schedules, showing the employee's shifts, work days and hours shall be posted on all departmental bulletin boards at all times.
4. **Notification**—Bargaining unit members shall be provided a minimum of three (3) days notice when the beginning and ending time of a work shift is to be permanently changed by thirty (30) minutes or more per work day. Work schedules shall not be arbitrarily changed. Any change of more than one-half (½) hours in present work schedules shall be negotiated with the union.

Section 2—Work Day

Eight (8) consecutive hours of work, except for interruption by lunch period, within a twenty-four (24) hour period shall constitute a regular work shift, except where a work schedule has been established that defines the regular work shift differently.

Regular work schedules or summer schedules that are less than a five (5) day work week (flex schedule) equal to the employee's scheduled weekly hours shall be paid according to the regular rate of pay as listed in the pay scale in this agreement. An employee working a flex schedule for their regular work shift shall be paid time and a half for working more than their daily scheduled hours and more than 80 hours for the pay period.

Section 3—Work Week

The work week shall consist of five (5) work days unless the scheduled work week specifies otherwise per Section 2 of this article.

Section 4—Summer Work Schedules

During the summer and vacation schedule, all employees will be scheduled to work the day shift during the hours that do not disrupt business being conducted in the building. During the summer, 12-month employees may be allowed to work a flex schedule, Monday through Friday, on a four (4) day work week, working scheduled hours. In the event where an activity is scheduled in a normal work week, employees may be rescheduled to work the second (2nd) shift. Employees who are to be rescheduled shall be given at least two (2) days advance notice of rescheduling.

Section 5—Work Year

The work year for less than twelve (12) month Administrative Assistants will be 206 and 216 days.

Section 6—Rest Periods

Seven-eight (7-8) consecutive hour employees will be permitted to take one (1) fifteen (15) minute break during each one-half (½) of the work shift. Four-five-six (4-5-6) consecutive hour employees will be permitted one (1) fifteen (15) minute break.

Seven (7) to eight (8) consecutive hour employees who for any reason work two (2) or more hours beyond their regular quitting time, into the next shift, shall receive a fifteen (15) minute rest period before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

Section 7—Meal Periods

All full-time employees shall be granted a minimum of one-half (½) hour uninterrupted, unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Any employee who is requested to work four (4) hours beyond their normal eight (8) hour shift shall receive a paid one-half (½) hour lunch period.

Section 8—Hourly Schedules

Any job that has been reduced in hours may be increased to its original hours without being posted. Prior to hiring additional personnel within an affected classification in a specific building, consideration will be given to restoration of original hours for existing personnel as long as it does not interfere with plant operations.

Section 9—Pay Periods

Any employee who is regularly scheduled to work eight (8) hours per day, but less than twelve (12) months, shall have the annual option of twenty-six (26) equal payments of his/her annual salary.

All employees must elect direct deposit. Employees may access payment vouchers electronically. The district intends to discontinue paper vouchers and institute only electronic payment vouchers. WESPA members shall be given thirty (30) days notice of such a change to only electronic payment vouchers.

Employees will have weekly computer and printer access for reviewing payment vouchers. The employer shall provide periodic training to all bargaining unit members at no cost to the employee.

ARTICLE 12 ***School Closing***

Twelve (12) month employees will not be required to report to work on snow days or other days that are considered to be "hazardous" to the employee. On these days, twelve (12) month employees shall be paid their regular rate of pay for work on those days. Twelve (12) month employees shall not be required to report to work between Christmas and New Year's but shall receive full pay for those days and shall still be eligible for holiday pay. Pay to twelve (12) month employees who are called into work on days where the building is closed due to hazardous conditions or between Christmas and New Year's shall be paid according to Article 14, Section 3.

Less than twelve (12) month employees are not required to report when the Woodhaven-Brownstown School District schools are closed due to an "Act of God" and will be paid for such days. Less than twelve (12) month employees required to report to work by their supervisor on "Act of God" days will be paid time and a half in lieu of regular payment for the day.

School year employees (i.e., cooks, secretaries, and bus drivers) whose work schedule basically coincides with scheduled days of student instruction will not be paid when the Woodhaven-Brownstown Schools are closed due to an "Act of God" in those instances where the district is required to make up the lost instructional hours(s). If the hours(s) of lost instruction are not required to be made up, the employees will be paid for the hours(s) at the end of the school year.

In those cases where a building or buildings, but not the entire school district, must be closed due to mechanical failure, fire, vandalism, or at the superintendent's discretion, management has the right to temporarily reassign employees who are scheduled to work within their classifications.

ARTICLE 13

Overtime Pay and Hours

Section 1—Overtime Pay and Hours

Regular employees

1. **Daily**—all work except eight (8) hours shall be paid at time and one-half the employee's regular hourly rate, except as stated in Article 12, Section 2—Work Day—as it pertains to flex schedule, and Section 1.2 of this Article Full time employees (12 month schedule) working over the daily 8 hours may, upon administrative approval, record comp time at time and one-half that must be used by the end of the fiscal year.
2. **Weekly**—all work over forty (40) hours per week shall be paid at time and one-half the employee's regular hourly rate.
3. **Flex** – Upon mutual agreement, employees may substitute daily time over 8 hours for equal time off on another work day during the same pay period.
4. **Sixth (6th) Day of Work Week**—all work performed on the sixth (6th) day of the work week when flexing days or on Saturday if working a traditional work week shall be paid at time and one-half the employee's regular hourly rate.
5. **Seventh (7th) Day of Work Week**—all work performed on the seventh (7th) day of the work week when flexing days or on Sunday when working traditional work week will be paid at twice the employee's regular hourly rate.
6. **Holidays**—all employees working on holidays will be paid at twice the employee's regular hourly rate plus holiday pay.
7. Job descriptions that include as a qualification the ability to work flexible days and/or hours up to a defined maximum in the job description, shall be eligible for additional pay on the sixth (6th) and seventh (7th) days of not working within their defined work week. Such additional pay shall be consistent with Saturday and Sunday additional pay for employees working a traditional week. Workers with flexed hours/days are eligible for holiday pay as specified in Article 35.

Section 2—Distribution of Overtime

Overtime work shall be distributed equally to employees working within the same job classification in the same building. The following procedure shall be followed until the required employees have been selected for the overtime work:

1. WSP members shall state their interest in being placed on the overtime list in writing to the personnel department two (2) times a year, by May 15th for July through December, and by December 15th for January through June.
2. A building seniority list shall be maintained of workers within the same classification and building. When overtime work is available, the opportunity to work the overtime assignment shall be offered to the most senior employee on the building list and continue to be offered to the next most senior employee until the assignment is accepted. When an overtime assignment has been accepted, the next overtime opportunity shall be offered to the next person on the seniority list. The seniority list will be called in order, on a rotational basis.
3. If, as provided above, no employee within the building and the classification accepts the overtime, other employees in the classification, who work in other buildings and who have

submitted a written request to be considered for overtime, shall be offered the opportunity to work the overtime on a rotational basis following the seniority list.

4. Should an overtime assignment not be filled through the building list or the classification list, the employee with the lowest seniority in the classification and building will be forced to accept the assignment.
5. Emergency overtime work may be performed by any available qualified employee when the employer is unable to properly schedule such overtime work because of unforeseen circumstances.

Section 3—Call Back Time

The following provisions are provided for employees called back to work on weekends, holidays, and for emergencies: *full-time employees*—minimum of two (2) hours shall be paid at the time and one-half rate and if called back on a sixth (6th) day of the work week; double time if called back on the seventh (7th) day of the work week; and if called to work on a holiday, an employee shall be paid double time, in addition to his regular holiday pay. The employer has the prerogative to work the employee for the two (2) hour call back time.

ARTICLE 14 Additional Work

Section 1—Extra Hours (School Year, Breaks, Summer)

Eligibility: Employees who are interested in working extra hours must state their interest in writing to the personnel office between May 1st and May 15th and between December 1st and December 15th of each year.

If an employee is on leave, he/she must state their interest in writing fifteen (15) days after returning to work. If an employee is probationary, he/she may put in writing fifteen (15) days after the end of the sixty (60) work day probationary period their desire to be put on the extra hours list. An extra hours list, by seniority, shall be maintained by the personnel department and updated no later than May 25th and December 28th every year for implementation by July 1st and January 1st of each year.

Process: When a substitute is needed, the employee or building will contact the human resources department identifying the specific day(s)/time that they will be out. Using the list mentioned above, the personnel department will contact employees according to seniority and the classification that they signed up for. The most senior employee signed up for that classification will be contacted first. If this employee cannot accept the assignment the next person in line will be contacted. This process will continue until either all of the individuals have been contacted, or until someone accepts the assignment. This will serve as a starting point for the next assignment, which will begin with the next person in line being called first. This process will continue until the next open enrollment period, where at which time, the calling will begin with the most senior employee regardless where the list was left off at.

When calling to fill vacancies, if the employee does not answer the phone, it will not be considered turning down an assignment. A message will be left stating that they were being called to work an extra-hours assignment, and given the fact they did not answer the phone, the next person in line will be contacted. This process will continue until either all of the individuals have been contacted, or until someone accepts the assignment.

Rate of Pay: Employees working extra hours in their regular job classification or in a lower job classification shall be paid at their regular rate of pay. Employees who are assigned to a higher classification will be paid at a rate commensurate with their seniority date and the newly assigned classification.

Continuation: After performing an extra hours assignment, the district may evaluate and replace the employee with the employee next in line on the extra hours list.

Assignment and Hours:

1. The employee must have the proper qualifications for the assignment.

2. Student Advocates/Clerks have the first opportunity to fill in for the full-time secretary in the building to which they are assigned, only on days that the building secretary is assigned to work.
3. Management reserves the right to divide any extra hours assignment. Assignments may be broken up in increments of full days. No more than one extra-hours employee will be used in a single day to cover the same assignment. Assignments covering more than one full day may be broken up if the more senior employee can only take part of the assignment (at least one full day)
4. If no one on the extra hours list is available to work the assignment in total or in part, management reserves the right to fill the remaining hours by any means necessary.
5. If an employee who has applied to work extra hours declines assignments two (2) times during a period following an open enrollment period, the employee will be ineligible for extra assignments until all other employees who are signed up for the same extra-hours classification have declined to work two times.
6. An employee granted work based on the extra hours list may be eligible for overtime pay consistent with Article 14, Section 1, Overtime Pay and Hours.

Rate of Pay and Benefits:

1. If a bargaining unit member is eligible for sick leave on their regular job assignment and works sixteen (16) or more days of additional work in any month, the bargaining unit member shall accrue additional sick leave hours beyond those earned through the employee's regular employment consistent with Article 21, Section 8.
2. The bargaining unit member working additional work or summer work shall be eligible for holiday pay if they meet the requirements for holiday pay in accordance with Article 22—Paid Holidays.

Section 2—Specialized Work

From time-to-time, there may be additional work that requires special training before an employee can be eligible for consideration. This type of work may be outside of the employee's regular work responsibilities (i.e., assisting with student enrollment and entering students into Zangle).

The district will provide an annual training session to any unit member who is interested. The training will take place outside of the employee's regularly scheduled work day and the employee will not be compensated for attending the training. All training sessions (including any additional training sessions) will be posted.

Upon successful completion of the training, the district will keep an up-to-date list of all qualified employees by seniority. When there is work that is needed, qualified employees will be called on a rotational basis in order of seniority. If the employee cannot accept the entire assignment, then the next senior member will be called. This process will continue until the entire job has been filled, or until all members on the specialized work list have been called. Should the district not be able to fill the entire assignment with one employee, the assignment shall be split up into multiple assignments. The district will then contact the most senior member on the specialized work list, and continue down the list, until all of the assignments have been filled. Once an employee has accepted a job, the next employee on the list shall be called until all trained employees have had an opportunity to work.

Continuation: While performing a specialized work assignment, the district may evaluate and replace the employee with the employee next in line on the specialized work list.

Section 3—Grounds

From April 1st to November 1st, qualified additional help will be hired from the bargaining unit to maintain the athletic fields and grounds. If no member of the bargaining unit applies for and/or qualifies for such positions, the employer may hire from outside the bargaining unit.

The hourly rate for additional help-grounds shall be determined by the district and may be adjusted from time to time.

Section 4—Substitute Employees-Custodial, Secretarial, Maintenance

This section does not apply to transportation or food service employees.

Less than eight (8) hour employees who have signed up for extra hours per Article 15, Section 1 will be used for short and long term absences within their building and classification before a substitute. A substitute will be used to cover the less than eight (8) hour employee's job.

A substitute employee will be used for long and short term absences if less than eight (8) hour employees are not available within the building and classification. If a substitute cannot be found, a regular employee who has signed up for extra hours may be used (See Article 15, Section 1).

ARTICLE 15

Building Inspections

When weekend or holiday building inspections are required, personnel shall be assigned by the support services department.

The employee assigned will be credited with one and one-half (1½) hours work time for middle and high schools. All other buildings will be credited at one (1) hour. The rate of pay will be in conformance with Article 14—Overtime Pay.

The building check form must be completed for each building check and submitted to the director of support services on the next regular work day scheduled after the building inspection. Building check payments will be included in the regular biweekly paycheck.

ARTICLE 16

Special Provisions—Bus Drivers and Bus Aides

Employees who are assigned to work in the bus driving classification will be subject to the following specific conditions:

1. Field trips and other extra trips will be assigned at least one (1) week in advance, whenever possible.
2. All drivers will continue on their regular scheduled run when returning back to school in August and will assist in setting up the route and written instructions for it. Drivers, by seniority, will bid on the route of their choice on the first Friday in October.
3. Route increases or decreases will be handled in the following manner:
 - a. When a route increases by one (1) hour or more per day during the school year, including cumulative increases, such routes will be posted for re-bid in accordance with seniority.
 - b. When a route decreases by one (1) hour or more per day during the school year including all cumulative increases and decreases, that route will be posted for re-bid in accordance with seniority.
 - c. Any time a route reaches six (6) hours and/or becomes eligible for benefits, it will be posted for internal bids. These bids shall occur on January 15th and April 15th, or the first Wednesday following each date respectively.
4. Layover time up thirty (30) minutes will be paid for the following:
 - a. Early a.m. dismissal in any particular school; then the regularly assigned p.m. drivers for that same school will be responsible for that take home run. Any p.m. layover time during these runs will be accumulated within the thirty (30) minutes.
 - b. This layover time will also be included for field trips, sports runs, and activity runs if the run starts within forty-five (45) minutes.
5. Only certified Woodhaven-Brownstown School District bus drivers shall be allowed to drive school district vehicles for the purpose of transporting children on all approved field trips.
6. An assigned driver, not previously notified thirty (30) minutes in advance of a cancellation of his scheduled activity run, will be guaranteed a minimum of two (2) hours pay. Scheduled activity runs of less than one (1) hour will be paid for at least one (1) hour.
7. When more than one (1) field trip is scheduled for the same day, the following procedure will be used:
 - a. There will be two (2) field trip sign-up boards. One board will be designated for Monday through Friday trips. The second board will be designated for Saturday, Sunday, and

holiday trips. On the second board, the rotation will continue without restarting at the change of school year or sign up period. As new drivers are added or drivers sign up, they will be placed in line where their seniority puts them. Drivers will sign up by seniority rotation on each board. The sign up on each board will be kept separate and distinct. Subsequent seniority rotational drivers will continue to select trips until all trips are covered. If an unscheduled trip becomes available, the most senior assigned driver of that particular day may request a change in the field trip schedule for that same particular day. Each sign up week will continue seniority rotation from the last driver of the previous week. In the event of a trip cancellation, that assigned driver will be offered the next available trip.

- b. To be considered to drive field trips, drivers and/or aides may submit to the Support Services Director their request to drive field trips. Such requests to drive field trips must be submitted between May 1st and May 15th for trips beginning July 1st and between December 1st and December 15th for field trips beginning January 1st. Field trips will be assigned in rotation by seniority at a weekly meeting. Drivers and aides are expected to complete the field trip once awarded. A driver or aide will be charged with a failure or refusal to complete an assigned field trip IF:
- the driver or aide refuses to do the awarded field trip; OR
 - the driver or aide is unable to finish their regular, assigned daily run before the awarded field trip; OR
 - the driver or aide works their daily, assigned run and refuses to work the awarded field trip; OR
 - the driver or aide does not give more than 24 hours notice of their inability to work the awarded field trip.

A driver or aide who has more than three (3) refusals in a sign up period is ineligible for field trip assignments until the next sign up period.

- c. Drivers and/or aides will only be charged in rotation for purposes of field trips, activities, and/or athletic events.
8. At the successful completion of the probationary employment period, a driver will be placed at the bottom of the rotational field trip list.
9. In the case of driver absences, the following procedure will be used:
- a. In the event a driver is absent for one (1) day, a substitute will be used for the entire run.
 - b. In the event a driver is absent for more than one (1) day, a substitute will be used for the a.m./p.m. run and any noon runs will be offered to other available regular drivers on a rotation basis. The noon run will be added to the driver's regularly scheduled run for the duration of the absence.
 - c. Noon runs are not chargeable in the rotational process.
 - d. Noon runs are defined to be kindergarten, vocational education, or special education runs during the middle of the day.
10. Bus drivers must maintain their licensure in order to be eligible for continued employment.
11. Bus drivers shall be paid at regular hourly rates for time washing buses, fueling time, driving buses to and from garage to be repaired, and other transportation related school business called for and directed by the director of support services.
12. Bus drivers shall be paid fifteen (15) minutes prior to any run. This time shall be used for warm-up, fueling, cleaning, pre-check, not to include under the hood.
- a. Under the hood maintenance pre-checks are the responsibility of the mechanic and assistant mechanic. In emergency or specific situations where there is good cause, the supervisor may direct the driver(s) to check under the hood.
13. The assignments on the field trip boards will be the joint responsibility of the building steward and the director of support services or designee.
14. Pick up/drop off runs during the weekends will be paid a minimum of two (2) hours or actual time worked, whichever is greater. In the case of pick up/drop off runs, the two (2) hours will include pre-check and post-check times.
15. Any established special education run will not be reduced in hours on a day-to-day basis due to the absenteeism of individual students. Any surplus time that results from absenteeism will require the driver to report to the support services department for alternative assignments. The routes and hours shall only be reduced when the student has been

transferred to a route, dropped from a route, or has been removed from the district transportation system.

16. When a driver is absent, the duration of that absence shall be filled by a bargaining unit member on layoff per Article 11, Section 2. If no qualified member is on layoff, then for absences equal to or in excess of five (5) days, a bus driver's absence will be filled by the move up of the most senior qualified bus aide in rotation whose position shall in turn be filled by a qualified substitute. For absences less than five (5) days, the position shall be filled by a substitute in the following order:
 - a. Non-bargaining unit substitutes.
 - b. Per the provisions of Article 15—Extra Hours.
 - c. Per the job description of the delivery service person.
 - d. The dispatcher may be assigned to substitute.
 - e. The assistant mechanic may be assigned to substitute.
 - f. If no one is available per the above, the position may be filled at the discretion of the transportation supervisor including the assignment of the most qualified bus aide in rotation.
17. When bidding on a special education center program run, the driver and aide are bidding on a position based on the days the program is in session. These days may be different than days that the Woodhaven-Brownstown School District is in session. A bus driver and aide bidding on the run per this article shall be awarded the run for the extent of the run. Should a center program have multiple buses running during the regular school year and require fewer runs during school breaks, the most senior bus driver and aide awarded the runs shall have the option to work. If the senior driver or aide declines, the less senior bus driver and aide assigned to the center based program would then be required to cover the runs during break periods.
18. All members of the unit who are certified and qualified will be given the opportunity to become a bus trainer. Selection to become a trainer shall be based on seniority, job performance, and a minimum of three (3) years or more as a bus driver in the school district and the availability to train during the regular work day. The opportunity will be posted at least once a year.
19. Employees who are designated bus driver trainers shall be assigned on a rotational basis to train new bus drivers. The rotation shall be in order of when the employee was trained to be a trainer. Trainers shall be assigned based on availability to perform the training on straight time.

ARTICLE 17

Food Service Assignments

The food service division consisting of head cook, lead cook, kitchen helper, cashier, and lunchroom aide shall be called for move-up from one classification to another when an absence occurs within the respective buildings of the affected employees before substitute employees are called. Opportunities for move-up shall be based upon seniority and as provided in the following provisions of this agreement (see provisions for):

Article 14, Section 2—Overtime

Article 15, Section 1—Extra Hours

ARTICLE 18

Job Description—Wage Schedule

The employer shall describe and define all job positions and responsibilities. A copy of the current job descriptions covered by this agreement shall be provided to the union upon the signing of this agreement.

With regard to secretarial job descriptions, the immediate supervisor shall have the option of waiving the shorthand requirement.

Employees shall be compensated in accordance with the wage schedules attached to this agreement. The attached wage schedule shall be considered part of this agreement.

When any position not listed on the wage schedules is established by the employer, the employer shall designate a job classification. Rate structure and working conditions for the position are subject to negotiation.

As of July 1, 1995, new employees shall be on probationary wage rate for 180-270-365 calendar days. An employee changing from one classification to another classification shall receive the wage rate of the new classification until the cumulative number of calendar days in his prior and new classifications would allow him to advance on the probationary wage rates.

Any employee who is involuntarily transferred will not return to the beginning of the probationary wage rate, but his wage in the new classification will be determined by the number of work days he has worked as of the date of his transfer.

ARTICLE 19

Worker's Compensation—Injury—Medical Dispute

Section 1—Board Commitment

The Board of Education agrees to carry a worker's compensation policy covering work related injuries. Employees who suffer work related injuries that result in an absence of seven (7) days or less will be compensated 100% of their regular wages and benefits based on the employee's regular hours. This does not include overtime or extra hours worked. Employees whose injury results in a worker's compensation claim beyond the 7th day of injury shall not earn more than 100% of their regular compensation (combination of district contribution and worker's compensation contribution) for the first seven (7) days of the eligible injury.

The district's worker's compensation policy shall be the state mandated percentage of an employee's salary after the 7th day of a qualified injury for the extent of the employee's eligibility for worker's compensation benefits. District seniority shall accrue for the entire period of the covered injury up to 365 days.

An employee unable to return to their assigned position in the assigned classification shall be terminated, without cause, from employment after 365 calendar days. However, worker's compensation benefits may continue provided the employee continues to be eligible for such benefits.

Section 2—Doctor's Statement

Before returning to their regular work position after a work related injury, the district's worker's compensation carrier must provide to the personnel office a statement indicating that the employee has satisfactorily recovered and is able to return to work.

Section 3—Reinstatement

When an employee is ready and/or able to return to work, he shall be reinstated to his former position so long as such position continues to exist. Should a position no longer exist, the employee shall return to his same classification or be allowed to bump in accordance with Article 11.

Section 4—Lost Time

Where an employee, who suffers a work related injury or contracts an occupational disease in the course of employment, leaves work with permission of the supervisor and is given medical treatment by the medical clinic designated by the employer, the employee shall be compensated for the working time lost on the day in question.

ARTICLE 20
Leave of Absence

General Provisions

1. When an employee is ready and/or able to return to work from an approved leave of absence within a period of six (6) months, he/she shall be reinstated to the position from which he/she requested the leave so long as such position continues to exist. Should the position no longer exist, the employee shall go to the layoff language, Article 11, Section 1(4).
2. When an eight (8) hour employee is off for six (6) or more months, on his/her return he/she shall return to the position he/she left, provided his/her seniority allows it. If he/she is not senior enough to bump back into that position, he must bump the least senior eight (8) hour employee in his/her classification.
3. Employees working fewer than eight (8) hours who return from a leave six (6) or more months shall follow the language put forth in Article 11, Section 1(4).
4. When a non-compensatory leave of absence is granted, all pay and benefits stop as of the leave of absence, except as indicated in other sections of Article 21.
5. If an employee is on a compensatory leave or a non-compensatory leave and their requested vacation falls within the same time period, the employee, at their option, will be permitted to change their vacation to a later date.
6. Seniority shall accrue up to only one (1) year during all compensatory and non-compensatory leaves of absence.
7. Requests for a leave of absence and any request for an extension of such leave must be made to the Board of Education, in writing.
8. Bargaining unit members who are not bus drivers or bus aides and who are on a compensatory or non-compensatory leave shall not have the right to bid on any posted position while on the approved leave of absence.
9. A bus driver or bus aide on a compensatory or non-compensatory leave shall have the right to bid on any posted bus aide or bus driver position provided they are available to assume the position within thirty (30) calendar days of the job award.
10. All compensatory and non-compensatory leaves shall be granted only upon fulfillment of necessary procedures.

Section 1—Personal Leave of Absence (Non-Compensatory)

Upon application to the Board, a personal leave of absence may be granted to employees for a period of up to thirty (30) days. If necessary, this absence may be extended for an additional thirty (30) days. This leave is restricted to sixty (60) total days.

Seniority shall accumulate for employees granted a personal leave of absence. Hospital and group life insurance premiums shall continue to be paid by the Board, but the employee will not accrue sick leave days or holiday benefits.

Section 2—Medical Leave of Absence (Non-Compensatory)

An employee who is unable to work and who furnishes satisfactory evidence thereof may be granted a medical leave of absence without pay covering the period of such illness. During said leave, the employee shall accrue his seniority. Hospital and group life insurance premiums shall continue to be paid by the Board of Education to cover the extended illness of an employee for a period not to exceed one (1) year, but the employee will not accrue sick leave days or holiday benefits. Return from the stated leave shall be conditioned upon medical proof of fitness and ability to perform all necessary duties and functions of the job assignment. Before returning to work after an operation, injury, or serious illness, an employee shall present to the central office a statement from the doctor indicating that the employee has

satisfactorily recovered and is able to return to work. An employee unable to return to their assigned position at the conclusion of 365 calendar days shall be terminated from employment, without cause.

Third Party Decision—In the event of a dispute involving an employee’s physical ability to perform his job on his return to work at the school district from layoff or leave of absence of any kind and the employee is not satisfied with the determination of the School Board’s medical clinic, he may submit a report to the School Board from a medical doctor of his own choosing and at his own expense.

If the dispute still exists, at the request of the employee or employer, a medical third party decision shall be made. Third party medical reports shall be accepted from an accredited medical institution mutually agreed upon by both parties. The decision of such a third party will be binding on both parties. The expense of the third party shall be paid by the requesting party.

An employee who bids on and is awarded a posted vacancy due to another employee’s approved leave of absence in excess of six (6) months shall keep their medical, dental, and vision benefit status from their prior position within the district. The employee who does not have medical, dental, and vision benefits when awarded this position shall not receive these benefits for six (6) months in this position. The employee shall earn all other benefits consistent with the assumed position. An employee entering a benefited position that results from the vacancy due to a leave of absence shall not be eligible for medical, dental, and vision benefits until completing six (6) months of employment.

Section 3—Childcare Leave of Absence (Non-Compensatory)

A request for a childcare leave must be submitted to the administration for approval. If granted, the leave shall be granted for up to six (6) months. Extensions may be granted in six (6) month increments if the employee has notified the administration, in writing, at least thirty (30) days prior to the original return date. No seniority shall accrue during such leave.

Section 4—Military Duty Leave of Absence (Non-Compensatory)

An employee of the school district who is called/recalled to participate in any defense or government emergency program shall be reinstated to his classification upon expiration of said emergency program provided he reports to work within three (3) months after discharge. Seniority shall accumulate and increments accrue according to the salary schedule. This article shall be in compliance with the law.

Section 5—Union Leave of Absence (Non-Compensatory)

Employees elected to any union office or selected by the union to do work which takes them from their employment with the employer, shall, at the written request of the union, be granted a leave of absence. The leave of absence shall be one (1) year, subject to renewal upon the request of the union.

A member of the union selected by the union to participate in any other activity shall be granted a leave of absence at the request of the union. A leave of absence for such union activity shall not exceed six (6) months but it may be renewed or extended for a similar period upon the request of the union.

This provision shall be limited to one (1) employee at a time. Seniority shall accumulate up to one (1) year and any extension thereof. Upon returning, he shall be re-employed at work at the same classification left. Sick days will not accumulate during this period and insurance will not be paid by the Board of Education.

Section 6—Family and Medical Leave of Absence (Non-Compensatory)

The Board of Education shall grant a leave of absence of up to twelve (12) weeks consistent with the Family Medical Leave Act and Board policy 4430.01. In addition to leave rights expressly defined in the FMLA and Board Policy 4430.01, employees may be permitted

up to twelve (12) weeks per year to care for the following persons suffering from serious health conditions: grandparents, grandchildren, brothers, sisters, stepparents, and parents-in-law.

The leave may be taken on an intermittent or reduced schedule where medically necessary. If not medically necessary, it may be taken on an intermittent or reduced schedule as mutually determined by the administration and the employee requesting the leave.

The leave may be paid, unpaid, or a combination of both, depending on the circumstances.

1. An employee who is taking the FMLA because of his/her own serious health condition or to give birth to a child shall be required to substitute any earned or accrued paid vacation leave, personal leave or family leave for unpaid FMLA.
2. An employee who is taking the FMLA for the birth, adoption or foster care of a child, or to care for a seriously ill family member shall be required to substitute any earned or accrued paid vacation leave, personal leave or family leave for unpaid FMLA.
3. An application to request a FMLA under this section is available in the personnel office and may require medical documentation of need.

Section 7—Professional Business Days (Compensatory)

Any work day an employee is engaged in meetings, activities, or business under the direction of the Board of Education shall not be regarded as an absence even though such activity might require the person's presence in a place other than that of his regular assignment and shall receive a regular full day's pay in classification.

Section 8—Personal Business Days (Compensatory)

Each non-instructional employee shall be credited with three (3) days per school year, without loss of pay, to take care of matters of a personal nature which cannot be taken care of at a time other than school time. Such business days shall be in addition to sick leave and shall not be accumulative. Employees shall be required to give advance notice to their immediate supervisor as far in advance as possible.

Unused personal business days at the end of the year will be added to the employee's sick bank.

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, the first and last days of the work year, except for matters of emergency nature allowable at the discretion of the superintendent.

Section 9—Sick Leave Days (Compensatory)

Sick days for personal illness of non-instructional employees shall be earned at the rate of 1.1 days per month. An employee must have sixteen (16) or more paid days each month in order to be eligible for the 1.1 sick days for that month.

No sick leave benefits for new employees will start until the employee completes his probationary period (except health insurance).

An annual statement of remaining sick leave days shall be issued to each employee as of July 1st of each year.

One-half ($\frac{1}{2}$) of an employee's annual sick leave will be credited at the beginning of the work year, July 1st. The second half ($\frac{1}{2}$) of an employee's annual sick leave will be credited on January 1st. Sick days shall be prorated upon retirement, termination, or resignation to reflect days used over 1.1 days per month. This shall be deducted from the employee's final paycheck.

Unused sick days shall accumulate following the end of each year, not payable upon demand (must be used as sick leave days).

Hospitalization and group life insurance shall continue to be paid by the Board of Education to cover the extended illness of an employee for a period not to exceed one (1) year following the total use of accumulated sick leave days.

Absence occasioned by an emergency illness in the immediate household shall be allowed at full pay as in the case of personal illness and will be deducted from normal sick days.

If the employer has reason to believe that sick days are being abused, with prior written notice, employees may be requested by the personnel office to produce a doctor's statement or substantial evidence that illness was the cause of absence.

Twelve (12) month employees may accumulate a total of thirteen (13) sick leave days per year. Ten (10) and ten and one-half (½) month employees may accumulate a total of eleven (11) sick leave days per year.

Section 10—Bereavement Leave Days (Compensatory)

Due to a death in an employee's or the employee's spouse's immediate family, the employee shall be granted up to five (5) days with pay (not chargeable to any leave otherwise granted) at any one time. The term "immediate family" as used in this section shall mean spouse, parents, grandparents, children, grandchildren, brothers, or sisters. With approval, one (1) day may be granted due to a death outside of the employee's immediate family.

Due to special or unusual situations, additional days may be granted upon request to the Human Resources Director.

Bereavement leave is only to be used during a scheduled work day. If the need for bereavement leave occurs during unscheduled work time, the employee is not eligible for bereavement leave.

Reasonable documentation of a death in the employee's immediate family should be produced by the employee upon returning to work. Failure to produce may result in denial of bereavement leave.

Section 11—Jury Duty Days (Compensatory)

Upon notice of jury duty, an employee shall notify their immediate supervisor. Any employee called for jury duty shall be paid the difference between what he received as a juror and the salary he would normally receive from the Board of Education, if compelled to serve. Seniority shall accumulate and increments accrue according to the salary schedule.

Section 12—Temporary Job Placement (Compensatory)

Any approved leave as stated in the contract for a six (6) month period or less may be posted and temporarily awarded in accordance with the contract. When an employee is ready and able to return to work up to or within the six (6) month leave, they shall be returned to their former position. Employees working temporarily will revert to their former position.

After a six (6) month period, any leave shall be considered as a vacancy and that position will be posted in accordance with Article 9, Section 2—Job Postings. Employees returning after a six (6) month period shall return under the provisions of Article 11, Section 1(4).

ARTICLE 21 Paid Holidays

Section 1—Holidays for 12 Month Employees

There shall be twelve (12) paid holidays for all permanent twelve (12) month employees regardless of which day of the week they fall.

Independence Day	New Year's Eve
Labor Day	New Year's Day
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Easter Monday
Christmas Eve	Memorial Day
Christmas Day	MLK/Presidents' Day**
Floating Holiday***	

Twelve (12) month employees will be paid for holidays during the work week only if working the last scheduled work day before and the next scheduled work day after the legal holidays within the work week.

Section 2—Holidays for Less than 12 Month Employees

There shall be eleven (11) paid holidays for all less than twelve (12) month employees, if requirements are met under Article 35, regardless on which day of the week they fall.

Labor Day	New Year’s Day
Thanksgiving Day	Good Friday
Friday following Thanksgiving	Easter Monday
Christmas Eve	Memorial Day
Christmas Day	MLK/Presidents’ Day**
New Year’s Eve	

Less than twelve (12) month employees will be paid for holidays during the work week only if working the last scheduled work day before and the next scheduled work day after the legal holidays in accordance with the leave of absence clause in Article 21.

**In the event that school is in session, the day may be taken as a floating holiday, with supervisor’s approval.

***Effective July 1, 2009, 12-month employees with 25 years or more of service.

Section 3—Holiday Pay

All employees who are regularly scheduled to work less than eight (8) hours per day will be paid on a prorated basis. For those employees working a flex schedule per Article 12, Section 2 or during a summer schedule per Article 12, Section 4, holidays shall be paid up to eight (8) hours only. All employees will have the opportunity to work their weekly contracted hours or take vacation or personal time. In no event will an employee receive holiday pay for more than eight (8) hours even if their flexed regular shift involves a work day in excess of eight (8) hours. Administration and the WSP executive board shall meet prior to the holiday to agree on this adjustment of the work week. Schedules will be adjusted with the approval of the immediate supervisor prior to the eligible holiday.

**ARTICLE 22
Vacations**

Section 1—Twelve (12) Month Employees

Twelve (12) month employees hired on or after August 1, 2006, or current employees who move into a twelve (12) month position on or after August 1, 2006, shall receive annual vacation with pay based upon the following schedule. For current employees under this provision who move into a twelve (12) month position after August 1, 2006, their district seniority shall determine the number of weeks of vacation to be awarded.

After 1 year	1 week
After 2 years	2 weeks
After 5 years through 15 years	3 weeks
After 15 years	4 weeks

Vacation for twelve (12) month employees of record as of June 30, 2006, shall receive vacation time based on the following schedule:

After 1 year	1 week
After 2 years through 4 years	2 weeks
After 5 years through 9 years	3 weeks
After 10 years or more	4 weeks

Section 2—Ten and a Half (10½) Month Employees

Current employees, as of July 1, 2006, who move into a 10½ month position, shall receive annual vacation with pay based on the following schedule. For current employees under this provision who move into a 10½ month position after July 1, 2006, their district seniority shall determine the number of weeks of vacation to be awarded.

After 1 years through 4 years	1 weeks
After 5 years through 15 years	2 weeks
After 15 years	3 weeks

10½ month employees hired between June 14, 2004-June 30, 2006, are eligible for paid vacations based on the following schedule:

After 1-3 years	1 week
4-9 years	2 weeks
10-14 years	3 weeks
15 years or more	4 weeks

10½ month employees hired or rehired after June 30, 2006, will not be eligible for paid vacation days.

Section 3—Less than Ten and a Half (10½) Month Employees

Employees hired before July 1, 2006, and who work less than 10½ months, will receive five (5) paid individual leave days, non accumulative. Current or new employees who are awarded a less than 10½ month position on or after July 1, 2006, are not eligible for the five (5) paid individual leave days.

Section 4—Posting and Requesting Vacation Time

1. Employees hired after July 1st of the previous year will receive prorated vacation days up to July 1st. Vacation days shall be taken only in the year following the year in which they are earned.
2. All vacation requests must be submitted to the employee's immediate supervisor. Custodial staff shall submit requests first to their principal and then to the director of support services for final approval and posting. Each employee shall personally submit their vacation requests to be date stamped and copied for the employee at the time of submission. Requests must be submitted in writing, via email, facsimile, or in person.
3. Vacation request timelines
 - a. Vacation requests for July, August, and September must be date stamped by May 1st. Requests shall be awarded according to seniority. Vacation schedules shall be confirmed in writing and posted not later than one (1) month following the required date of submission.
 - b. Vacation requests for October through June must be date stamped by August 1st. Requests shall be awarded according to seniority. Vacation schedules shall be confirmed in writing and posted not later than one (1) month following the required date of submission.
 - c. Any vacation request submitted outside of the timelines will be on a first come, first served basis. Vacations will be approved or denied and posted within two (2) calendar weeks.
4. Employees working less than four (4) hours will be prorated in accordance with seniority and Article 35.
5. Employee requested vacation days shall be mutually agreeable to the employee and the immediate supervisor. Upon mutual agreement, vacation time shall be permissible anytime during the year according to seniority but shall not interfere with school plant operations.
6. The director of support services shall have final approval for custodial, maintenance, and transportation department employees.
7. Employees must cancel their approved vacation time at least fourteen (14) calendar days prior to the first scheduled day of vacation. Requests must be submitted in

writing, via email, facsimile, or in person. If the employee fails to meet the timeline, they must take the vacation as scheduled. In an emergency situation, an employee may submit a written appeal to the superintendent of schools to waive the cancellation timeline.

8. Vacation schedules may be changed for demonstrable reasons on the part of the employee. Such changes shall be determined on the basis of required staffing levels and shall not interfere with school plan operations.
9. In the event there is a dispute concerning vacation requests, such disputes shall be resolved at a special conference between the employee and administration. Such a conference shall be held no later than five (5) working days after the denial is received by the employee.
10. Vacation accumulation shall be prorated to reflect unpaid days absent during the accrual year except that, in the case of twelve (12) month employees, there shall be no pro-ration of vacation for up to three (3) months of medical leave, pursuant to Article 21, Section 2.
11. All payoffs will be made the first pay in July.

ARTICLE 23 ***Insurance***

Section 1—Hospitalization Insurance

Employees will contribute ten percent (10%) of the cost of the vision and dental insurance. Employee contributions towards the health, dental and vision insurance shall be deducted over twenty-six (26) pays if available.

As of January 1, 2014, the health, vision, and dental insurance shall be either:

1. MESSA Choices II (\$500/\$1000) deductible; \$20 office visit; Saver Rx
2. MESSA ABC Plan I – HSA \$1,250/\$2,500

The Board shall contribute towards the cost of medical insurance the capped amounts in accordance with state law. For 2013-14:

Full family	\$15,975.23
Employee & Spouse	\$12,250
Single	\$5,857.58

For premium levels below the cap amounts, the Board shall contribute the difference to qualifying District HRA or HSA.

Members electing insurance coverage who are married with children shall select either single or family coverage.

Those electing opt out on health insurance shall pay ten percent (10%) of their vision and dental insurance costs.

In the event that the employee does not choose the above stated medical coverage, the employee will be entitled to receive the following:

\$200 per month if 125 or fewer Woodhaven-Brownstown School District employees opt out of the district health plan.

\$250 per month if at least 126 Woodhaven-Brownstown School District employees opt out of the district health plan

\$300 per month if at least 150 Woodhaven-Brownstown School District employees opt out of the district health plan.

An employee taking this option must show proof of alternative health insurance coverage each open enrollment period.

Section 2—Group Life Insurance

Non-instructional employees will be covered by the Board of Education for \$25,000 group life insurance and accidental death and dismemberment. This insurance is fully paid for by the school district.

All new permanent employees will be covered as of the first of the month following the date eligible. A beneficiary form is to be completed and signed prior to the effective date of coverage.

Section 3—Dental Insurance

The Board agrees to provide a dental plan as described in Appendix B for qualified employees.

Section 4—Vision Insurance

The employer shall provide a vision care plan as described in Appendix B for qualified employees.

Section 5—Reimbursed Medical Costs

If an employee, as the result of a legal award or settlement of a legal claim, is reimbursed for medical costs paid by or through the Woodhaven-Brownstown School District, he/she shall reimburse the district for those costs, not to exceed the amount of the award minus any legal costs incurred by the employee.

Section 6—Joint Healthcare Committee

The parties agree to form a Healthcare Cost Containment Committee made up of no more than three (3) members from the union and the Woodhaven-Brownstown School District which will review and agree to further cost containment programs to cover active employees. The parties are committed to investigate programs which will reduce costs. Programs to be considered would include alternative healthcare providers, additional cost containment programs, and alternative traditional plans.

ARTICLE 24

Mileage Allowances

The current I.R.S. mileage reimbursement shall be granted to employees who are required to use their car for school business. *When possible*, a payment is to be made once a month.

ARTICLE 25

Uniforms and Protective Clothing

General Provisions

Effective September 1, 2009, employees in the following divisions will be required to wear the approved uniform or clothing:

- Mechanical
- Food Service
- Transportation
- Security
- Custodial
- Hall Monitors

The approved uniform for each division shall be recommended to the superintendent by a committee represented by the WSP and the administration. The committee shall recommend clothing of similar color and style appropriate for each division. This committee shall be reconvened at a minimum of every five (5) years. Either the WSP executive board or the

administration may request that the committee be reseeded to review uniforms more frequently.

All non-probationary, current employees as of August 1, 2009 of this agreement shall be provided with uniforms/clothing required for their division. Any employee hired after June 30, 2011 will have their uniform allowance reduced by two (2) articles of clothing. Probationary employees shall be eligible for uniforms/clothing per this article upon successful completion of the probationary period.

While on the job, employees must be in the uniform for the particular division. Regular employees substituting in the positions requiring a uniform shall be issued a temporary uniform while on the job.

Employees are responsible to clean and repair their uniform. The employee must wear their uniform in an appropriate manner so as to present an acceptable appearance at all times while on the job.

Section 1—Division Uniforms

Mechanical division shall be provided with five (5) uniform shirts (employee's choice of combination of long and/or short sleeve) and five (5) uniform pants, upon successful completion of the probationary period, and up to three (3) uniform shirts and pants every year of employment thereafter.

Food service division shall be provided with five (5) uniform shirts (employee's choice of combination of long and/or short sleeve), upon successful completion of the probationary period, and up to three (3) uniform shirts every year thereafter.

Transportation division shall be provided with two (2) sweatshirts, four (4) shirts (employee's choice of combination of long and/or short sleeve), and one (1) jacket, upon successful completion of the probationary period.

Security division shall be provided with two (2) sweatshirts, four (4) shirts (employee's choice of combination of long and/or short sleeve), and one (1) jacket, upon successful completion of the probationary period.

Custodial division shall be provided with five (5) tops with a choice of long sleeve, short sleeve, smock, or a combination of those, upon successful completion of the probationary period.

Hall monitor division shall be provided with five (5) uniform shirts (employees choice of a combination of long and/or short sleeve), upon successful completion of the probationary period.

Section 2—Yearly Uniform Allowances

After the initial provision of uniforms and at the start of each school year thereafter, 12-month employees shall be eligible to choose up to \$100 worth of uniform pieces from a district uniform/clothing order form to supplement their district uniforms. Employees working less than 12-months shall be eligible to choose up to \$70 of uniform pieces from a district uniform/clothing order form to supplement their district uniforms. The determination of 12-month or less than 12-month status shall be based on the employee's job assignment on August 1st and be in effect for one (1) year, regardless of any change in assignment. Employees from any division may order additional items at their own expense.

The district will furnish employees with an order form by August 1st to choose the uniform pieces and sizes for the new school year. Active employees must return the form to the support services department no later than August 15th in order to be eligible for the yearly uniform district paid purchase. The district will contract with vendors from whom to order the clothing. In addition to the required items, the district will make available additional pieces such as fleece jackets and vests, coats, and wind breakers.

An employee may request a replacement for a uniform piece at the district's expense should the employee demonstrate that the uniform was irreparably damaged on the job, but not due to normal wear and tear or failure on the employee's part to maintain the uniform. If the district replaces the uniform, the employee must forfeit the damaged article of clothing.

ARTICLE 26

Contracting and Subcontracting Public Work

During the term of the agreement, the employer shall not contract out or subcontract any public work with the express intent to affect an employee's job. If any changes are contemplated, the union will have an opportunity to discuss the matter before final action is taken.

The parties recognize that to the extent, and only to the extent that Article 27 addresses the contracting out of non-instructional work by the employer to third parties, it is presently unenforceable under Section 15(3)(f) of PERA, MCL 215 (3)(f). In the event that Section 15 (3)(f) is repealed or amended, Article 27 shall be given full force and effect, except in no event shall any third party private food service employee be included in the WSP bargaining unit.

Employees within the food service division, as of the effective date of this agreement, shall remain public employees of the school district so long as they are employed by the district.

Any new food service division employee, with the exception of the vending operator, hired after the effective date of this agreement shall not be public employees of the Woodhaven-Brownstown School District.

ARTICLE 27

Work Rules

Section 1—Establishing

The employer agrees to meet and confer with the union over changes in existing work rules or the establishment of new work rules. Emergency matters are not covered by this provision.

Section 2—Changes

When existing rules are changed or new rules are established, they shall be posted prominently on all bulletin boards for a reasonable period before becoming effective.

Section 3—Informing Employees

The employer further agrees to furnish the union with a copy of all existing work rules after they become effective. New employees shall be provided with a copy of the rules and union agreement at the time of hire.

Section 4—Enforcing

The employer and employees shall comply with all existing reasonable rules that are not in conflict with the terms of the agreement, provided the rules are uniformly applied and uniformly enforced.

All unresolved complaints as to the reasonableness of any new or existing rules or any complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE 28
Use of Building

The union shall be permitted the use of a building after school hours in accordance with established School Board policy.

Regular monthly meetings may be scheduled for the full year.

Building use for special business meetings of the union, committee meetings of the union, and regular monthly meetings which must be rescheduled will be permitted provided that such use is requested through the superintendent of the school district or a designated representative and can be arranged in advance. This provision shall not require the disruption of previously scheduled use of the premises and shall not incur additional costs to the school district. Employees may attend such meetings only on their own time.

ARTICLE 29
Union Bulletin Boards

The employer agrees to furnish bulletin boards in convenient places in all buildings to be used by the union.

The union shall limit its posting of notices and bulletins to such bulletin boards. A copy of materials posted on bulletin boards shall be submitted to central office.

ARTICLE 30
General Provisions

Section 1—Transporting Children

All non-instructional personnel transporting children to and from school shall be protected by the liability insurance carried by the School Board.

Section 2—Safety Committee

There shall be two (2) members from the union and two (2) members from management composing a safety committee to study general working conditions, procedures, and habits with respect to safety conditions.

Section 3—Medical Requirement

All employees will be required to receive a T.B. tine test as established by the Board policy that shall be paid for by the school district. The school district shall have the right to provide a qualified physician.

All bus drivers will be required to pass a complete annual physical examination by a physician designated by the school district.

Section 4—Personal Property Loss or Damage

During the term of this agreement, a fund of \$1,500 shall be established from which individual employees may be reimbursed for approved claims for property loss due to theft, burning, or willful or malicious damage provided such damage or destruction occurs within the school building or designated employee parking area, while the employee is on duty and is connected with the execution of the employee's assigned responsibilities. Said loss or damage shall not be occasioned by the negligence of the affected employee.

Personal property is defined as anything normally worn or carried into the building by the employee, but shall not include cash.

\$500 will be allocated per year to cover claims. If an unused balance is available at the end of any year, then previous claims that have been denied will be reconsidered. Claims on individual items must have a replacement value of \$10 or more to be eligible for reimbursement. Items of over \$200 in value, other than clothing, that an employee may wish

to bring into the building to be used in the employee's assigned responsibilities must have building administrative approval to be eligible for reimbursement claims. Items brought into the building that are not described in this article will not be eligible for reimbursement claims.

Claims filed due to damage done to personal cars shall be compensated in the following manner:

Personal cars must be parked in parking areas designated as employee parking lots to be eligible for coverage. Bargaining unit members must report to the immediate supervisor's office as soon as knowledge of said damage occurs. A police report shall be filed on the day of the incident and submitted to the Board for review.

Compensation for auto claims shall be made at 100% of the individual's deductible fee for personal auto insurance coverage, capped at \$250.

All claims will be reviewed by a committee whose membership will include WSP president and business manager. Claims made under a homeowner's insurance policy will not be eligible for reimbursement.

Section 5—Appendices

A schedule of classifications, a non-instructional employee's calendar, and a copy of the salary schedule shall be attached to this contract when completed.

Section 6—Medically Fragile and Custodial Care Students

Any employee who is assigned the duty of providing service to a student who is medically fragile or in need of custodial care shall be provided appropriate training, any equipment required to perform the service, and shall be appropriately insured by the district.

Section 7—Voluntary Health Options or Other Options

Whenever the employer offers voluntary options which employees purchase through, but not from, the employer, such as short term disability insurance, the employee purchasing such options shall be bound by the rules of the carrier or company providing the product or service and those rules or regulations shall not be subject to the grievance procedure of this master agreement.

The employer agrees to furnish the union any proposals for change that the carrier/company makes that may negatively impact members so that the union may respond to the carrier/company.

ARTICLE 31

Non-Discrimination

The provisions of this agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The union shall share equally with the employer the responsibility for applying this provision of the agreement.

All references to employees in this agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee because of union membership or because of any employee activity in an official capacity on behalf of the union.

The union recognizes its responsibility as bargaining unit and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion. Harassment of employees shall not be tolerated.

An employee may elect to pursue remedy through the grievance procedure as set forth in Article 6 or the courts. It is expressly understood that an employee may not elect to pursue a remedy through both the courts and Article 6.

ARTICLE 32
Waiver Clause

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived by the parties after the exercise of that right and opportunity are set forth in this agreement.

ARTICLE 33
No Strike—No Lockout

Section 1—No Strike

Under no circumstances will the union cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, or slow-down in or on any property of the Board or in any curtailment of work or interference with the operation of the Board during the term of this agreement or during any period of time while negotiations are in progress between the union and the Board for the continuance or renewal of this agreement.

Section 2—Union Responsibility

In the event of a work stoppage or other curtailment, the union shall immediately instruct the involved employees that their conduct is in violation of this contract and that they may be disciplined up to and including discharge.

Section 3—No Lockout

The Board will not lockout any employees during the term of this agreement.

ARTICLE 34
Employee Benefits

Section 1—Employees Hired Between June 5, 1984-July 1, 1986

Employees hired subsequent to June 4, 1984, but prior to July 1, 1986, working four (4) hours or more shall qualify for the following benefits:

Vacation	Health Insurance
Sick Days	Optical Insurance
Personal Business Days	Dental Insurance
Holidays	Life Insurance

Employees hired prior to June 4, 1984, who work less than four (4) hours, presently covered under this provision, shall be grandfathered.

Employees reducing hours will receive the level of benefits in place on the last day (June 3, 1984 or June 30, 1986) for the tier in which they were hired for the new level of hours.

Employees receiving benefits pursuant to the first paragraph of this article, who work less than six (6) hours, must accept assignment to any vacant position in their division for which they are qualified and which is of at least six (6) hours to retain benefits. Such a vacancy would be filled outside the normal posting/bid process.

Employees receiving benefits pursuant to the first paragraph of this article waive their right to continue receiving benefits if they voluntarily reduce their hours.

Section 2—Employees Hired After July 1, 1986

Employees hired subsequent to July 1, 1986, working six (6) hours or more, shall qualify for the following benefits:

Vacation (per Article 23)	Health Insurance
Sick Days	Optical Insurance
Personal Business Days	Dental Insurance
Holidays	Life Insurance

An employee whose regular work assignment, excluding field trips, consistently exceeds thirty (30) hours per week for at least four (4) weeks, and who has been disqualified for benefits due to insufficient scheduled hours, shall have their position re-evaluated for qualification for benefits.

Section 3—Non-Benefit Employees

Non-benefit employees with at least three (3) years of seniority who are regularly scheduled to work four (4) or more hours per day, including second job hours, if any, shall qualify for two (2) personal business day annually.

ARTICLE 35

Section 1 - Longevity

In recognition of lengthy service to the Woodhaven-Brownstown School District, the district shall pay \$1,100 to any member of the bargaining unit who has completed fifteen (15) years of actual work. This is a one-time payment and shall be made on the first pay date following the employee’s anniversary date commemorating completion of fifteen (15) years of service. This payment shall be off-schedule, i.e., it shall not be included in any wage schedule.

Section 2 – Severance Package

No payouts on unused sick and personal business days at the end of the year.

Employees who leave the district and have been employed in the district a minimum of five (5) years shall be compensated for accumulated sick and personal business days using the following formula:

- Five (5) to fifteen (15) years of employment within the district, fifty percent (50%) of step 1 of their current classification.
- Sixteen (16) to twenty-five (25) years of employment within the district, seventy-five percent (75%) of step 1 of their current classification.
- Twenty-six (26) years and above within the district, one hundred percent (100%) of step 1 of their current classification.

The total severance package pay shall be limited to a maximum of ninety (90) days

TERMINATION

This agreement shall be effective July 1, 2013, and shall terminate June 30, 2016, if notice of either parties intent to terminate this agreement is submitted, in writing, not less than ninety (90) days prior to the expiration date.

This agreement shall continue in full force and effect each year absent any termination notice and for each year thereafter any subsequent termination date and until notice of either parties intent to terminate, modify or amend this agreement ninety (90) days prior to any subsequent termination date.

This agreement may be modified or amended if notice of either parties intent to modify or amend this agreement is submitted, in writing, not less than ninety (90) days prior to the expiration date. The then existing agreement shall continue in full force and effect during negotiations for modifications or amending this agreement.

Notice of intention to terminate, modify or amend this agreement and request for negotiations will be sent, by certified mail.

IN WITNESS WHEREOF, the parties hereto agree that all terms, benefits, and conditions of this agreement are to become effective on July 1, 2013, unless otherwise noted, and have duly executed this agreement on December 4, 2013.

**WOODHAVEN-BROWNSTOWN
BOARD OF EDUCATION**

Cara Rimer

Bruce Burk

**WOODHAVEN
SUPPORT PERSONNEL**

David L. Dunbar 8/22/14

Kathy Kuchner 8/22/14

Deborah L. Conner 8/22/14

Yusea Fisher 8-26-14

WAGES

2011-12 School Year—0% increase

1. All bargaining unit employees at the top of the wage scale on July 1, 2008, shall receive, retroactive to July 1, 2008, a 1.5% increase.
2. Any bargaining unit member who reaches the top of the wage scale between July 1, 2008 and ratification of this contract shall receive a 1.5% increase retroactive to the date they reach the top of the wage scale.
3. Any employee hired before April 1, 2009, who does not reach their one year anniversary date (reaching the top of the scale) before April 1, 2009, will follow the existing old wage scale in the 2007-08 master agreement until their anniversary and then will be placed at the top of the new 5 step wage scale for their job classification.
4. Employees hired after March 31, 2009, and employed on the date this agreement is ratified, will be placed on the appropriate step of the 5 step wage scale. In no case will an employee be placed on a step that earns them less hourly wage than they are earning in their job on the date of ratification.
5. The old wage scale in the 2007-08 master agreement will remain in place until March 31, 2010, to account for all employees reaching the top step.
6. As of April 1, 2009, the 5 step wage scale is effective for all newly hired employees in WSP.
7. Effective July 1, 2009, a 1% increase to the base for all employees in WSP, including those remaining on the old wage scale in the 2007-08 master agreement
8. Effective July 1, 2010, a 1% increase to the base for all employees in WSP.
9. Change in classification—vending operator will move to the food service division and be paid at the cashier rate when the current vending operator vacates the position and the job is posted.
10. Shift premium change—Effective July 1, 2009, afternoon increase to 25¢ per hour and evening to 30¢ per hour
11. Accounts payable, data processor, and data specialist positions shall receive the wage adjustment effective January 1, 2009. On July 1, 2009, a 1% increase to the base, and on July 1, 2010, a 1% increase to the base.
12. WSP members hired between June 1, 2004 and March 31, 2009, who have reached one year of seniority will, when awarded a new position, be placed on step 5 of the 5 step wage scale in the classification of the new position.
13. Effective the 2009-10 school year, the high school counseling secretary will work a 217-day schedule.

APPENDIX A
Salary Scales

2013-14 School Year

2% on schedule and steps – effective December 26, 2013

Beginning December 26, 2013, Employees will progress from their 2013-14 step to their new 2013-14 step according to the following:

Beg. Rate	Moves to	Step 1
6 months	Moves to	Step 2
Year 2	Moves to	Step 3
Year 3	Moves to	Step 5
Year 5	Moves to	Step 7

Amended Budget Reopeners

Should the December amended budget for the current school year reflect a projected fund balance that is greater than the audited fund balance from the previous school year, the Board and WESPA shall re-open negotiations for the purposes of negotiating a salary enhancement.

Wage Scale I—Clerical Division

- Class B:** High School Principal’s Adm. Asst.
 High School Asst. Principal’s Adm. Asst. Support Services Clerk
 Middle School Principal’s Adm. Asst. Warehouse/Purchasing Clerk
 Elementary Principal’s Adm. Asst. High School Secretary/Counseling
 Transportation Dispatcher TOTE Secretary
 Special Education Director’s Adm. Asst. Just 4 Kids Adm. Asst.
 *Middle School Asst. Principal’s Adm. Asst. *Middle School Adm. Asst./Counseling
 *Receptionist *Summer School Adm. Asst.
 *Community Education Adm. Asst. *Central Media Clerk
 *High School Adm. Asst./Attendance

Class C: Clerk Typists

* Former Class C personnel moved to Class B in the 2002-03 school year, with the understanding that any previous Class C personnel who lateral to a current Class B position must meet current job qualifications.

**

2013-14 Salary Scale (up to December 26, 2013)

Classification	Year 1		Year 2 Step 2	Year 3 Step 3	Year 4 Step 4	Year 5 Step 5
	*Beginning Rate	*6 Months				
Class A Clerical	\$11.52	\$13.08	\$14.65	\$16.21	\$17.77	\$19.61
Class B Clerical	\$11.33	\$12.83	\$14.33	\$15.84	\$17.33	\$19.12
Class C Clerical	\$10.98	\$12.46	\$13.95	\$15.43	\$16.93	\$18.69
Sp. Svcs. Bkpr.	\$12.51	\$14.02	\$15.51	\$17.02	\$18.52	\$20.33
Data Processor	\$11.63	\$13.19	\$14.75	\$16.31	\$17.87	\$19.73
Data Specialist	\$11.63	\$13.19	\$14.75	\$16.31	\$17.87	\$19.73

Accts Payable	\$13.23	\$14.91	\$16.58	\$18.25	\$19.93	\$21.60
Substitute Caller	\$9.35	\$10.37	\$11.39	\$12.41	\$13.43	\$14.68
Acct. Specialist	\$21.51	\$22.13	\$22.74	\$23.35	\$23.96	\$24.94
Payroll Clerk	\$20.64	\$21.24	\$21.83	\$22.41	\$23.01	\$23.95

* Workdays in one-half work year.

2013-14 Salary Scale (Beginning December 26, 2013)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Class A	\$12.55	\$15.07	\$15.95	\$16.88	\$17.86	\$18.90	\$20.00
Class B	\$12.32	\$14.62	\$15.62	\$16.62	\$17.68	\$18.43	\$19.50
Class C	\$11.20	\$13.77	\$14.88	\$15.83	\$16.84	\$17.92	\$19.06
Sp. Svcs. Bkpr.	\$13.54	\$15.79	\$16.76	\$17.79	\$18.89	\$19.60	\$20.74
Data Suppt./P.A.	\$12.66	\$15.17	\$16.05	\$16.98	\$17.97	\$19.02	\$20.12
Accts Payable	\$14.35	\$16.88	\$17.96	\$19.11	\$20.33	\$20.82	\$22.03
Acct. Specialist	\$22.26	\$23.00	\$23.47	\$23.95	\$24.44	\$24.93	\$25.44
Payroll Clerk	\$21.36	\$22.08	\$22.53	\$22.99	\$23.46	\$23.94	\$24.43

Wage Scale II—Maintenance, Custodial and Security Divisions

2013-14 Salary Scale (up to December 26, 2013)

Classification	Year 1		Year 2	Year 3	Year 4	Year 5
	*Beginning Rate	*6 Months	Step 2	Step 3	Step 4	Step 5
Shift premium: Second shift .25 per hour additional, third shift .30 per hour additional						
Maintenance Eng.	\$15.54	\$17.13	\$18.73	\$20.32	\$21.91	\$23.86
Crew Chief	\$16.05	\$17.70	\$19.34	\$20.98	\$22.62	\$24.62
Crew A	\$14.41	\$15.95	\$17.48	\$19.02	\$20.55	\$22.42
Crew B	\$14.04	\$15.48	\$16.93	\$18.37	\$19.82	\$21.57
Crew C	\$12.08	\$13.51	\$14.96	\$16.39	\$17.84	\$19.56
Crew D	\$12.31	\$13.57	\$14.85	\$16.11	\$17.38	\$18.93
Skilled Crafts	\$14.04	\$15.48	\$16.93	\$18.37	\$19.82	\$21.57
Utility	\$12.08	\$13.51	\$14.96	\$16.40	\$17.84	\$19.56
Custodian	\$13.91	\$14.76	\$15.59	\$16.43	\$17.28	\$18.39
Security	\$13.91	\$14.76	\$15.59	\$16.43	\$17.28	\$18.39
Hall/Lavatory Monitor	\$7.99	\$8.53	\$9.09	\$9.65	\$10.19	\$10.91

* Workdays in one-half work year.

2013-14 Salary Scale (Beginning December 26, 2013)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Security	\$14.63	\$15.70	\$16.27	\$16.86	\$17.47	\$18.10	\$18.76
Hall Monitor	\$8.43	\$9.31	\$9.65	\$10.00	\$10.36	\$10.74	\$11.13

Wage Scale III—Food Service and Transportation Divisions

2013-14 Salary Scale (up to December 26, 2013)

Classification	Year 1		Year 2	Year 3	Year 4	Year 5
	*Beginning Rate	*6 Months	Step 2	Step 3	Step 4	Step 5
Head Cook	\$10.07	\$11.35	\$12.65	\$13.94	\$15.23	\$16.77
Lead Cook	\$9.70	\$10.88	\$12.06	\$13.23	\$14.41	\$15.83
Kitchen Helper	\$9.30	\$10.44	\$11.58	\$12.73	\$13.86	\$15.23
Cashier/Vending	\$7.99	\$8.53	\$9.09	\$9.65	\$10.19	\$10.91
Lunchroom Aide	\$7.99	\$8.53	\$9.09	\$9.65	\$10.19	\$10.91
Bus Mechanic	\$15.97	\$18.19	\$20.41	\$22.62	\$24.85	\$27.47
Asst. Bus Mechanic	\$15.45	\$16.71	\$17.95	\$19.19	\$20.44	\$22.02
Bus Driver	\$13.91	\$14.76	\$15.59	\$16.43	\$17.28	\$18.39
Bus Aide	\$7.99	\$8.86	\$9.73	\$10.59	\$11.46	\$12.51
Delivery Service	\$11.05	\$12.46	\$13.88	\$15.29	\$16.71	\$18.39

* Workdays in one-half work year.

2013-14 Salary Scale (Beginning December 26, 2013)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Cook	\$10.50	\$13.51	\$14.00	\$14.51	\$15.04	\$15.58	\$16.15
Kitchen Helper	\$10.07	\$13.00	\$13.47	\$13.96	\$14.47	\$14.99	\$15.53
Cashier	\$8.43	\$9.31	\$9.65	\$10.00	\$10.36	\$10.74	\$11.13
Lunchroom Aide	\$8.43	\$9.31	\$9.65	\$10.00	\$10.36	\$10.74	\$11.13

2014-15, 2015-16 Wage and Benefit Reopeners

There shall be wage and benefit reopeners for the 2014/15 and 2015/16 school years. Should the Board and WESPA fail to reach an agreement on wages and benefits on or before June 30 of each year, the Board shall pay and provide wages and benefits that are no greater than those in effect the previous year. Employees who receive health, dental, vision, prescription, and/or other insurance benefits shall pay any increased cost of maintaining those benefits after June 30.

Amended Budget Reopeners

Should the December amended budget for the current school year reflect a projected fund balance that is greater than the audited fund balance from the previous school year, the Board and WESPA shall re-open negotiations for the purposes of negotiating a salary enhancement.

**APPENDIX B
Benefit Plans**

Medical	Dental	Vision	Term Life	Disability Income	Medical Expense Reimbursement *Section 125	Dependent Care *Section 125	Supplemental Insurance *Section 125
MESSA HSA 2G 100% RX \$500/ \$1000 Or ABC PPO HDHP 8G \$1,250/ \$2,500	DELTA DENTAL Full Family Class I: 100% Class II: 90% Class III: 90% Annual maximum: \$1,000 Orthodontics: 90% \$900 lifetime max No adult orthodontics	VSP3 Full Family	Base Benefit Levels—\$25,000	11-13 days/year Could accrue days to a max of 90	N/A	N/A	N/A
Anything over the capped amount See Article 24 - Insurance	10%	10%	Supplemental Life Dependent Life	Short-term disability 6 month STD 14 calendar day waiting period Long-term disability After 6 month waiting period	Pre-tax dollars used for: Deductibles Co-pays \$2,500 max	Pre-tax dollars used for: Child Care Adult Care \$2,500 to \$5,000 max	AFLAC supplemental

* Employee Paid *

* Employee Paid *

* Section 125—These benefits may be elected at the employee's expense with pre-tax, payroll deducted dollars
 ** For qualified employees

APPENDIX C
2013-14 Calendar

August 1	216-day staff first day
August 12	206-day staff first day
August 27	Teachers first day
September 2	Holiday
September 3	Students' First Day
October 10	Grades 10-12 Parent Teacher Conferences
October 17	Grades 6-9 Parent Teacher Conferences
November 28-29	Thanksgiving Break
December 12	Grades K-5 Parent Teacher Conferences
Dec 23 – Jan 3	Winter Break
January 6	Classes Resume
January 23	Grades 6-7 & 10-12 Parent Teacher Conferences
January 30	Grades 8-9 Grades 8-9 Parent Teacher Conferences
February 17-18	Mid-Winter Break
March 20	Grades K-5 Parent Teacher Conferences
April 18-25	Spring Break
May 26	Memorial Day
June 11	Teachers/Students last day
June 25	206-day staff last day
June 30	216-day staff last day

Woodhaven-Brownstown School District Non-Instructional Employee Performance Review

Employee Information	
Name	Employee ID
Job Title	Date
Building	Supervisor
Review Period to	

Ratings					
	1 = Poor	2 = Fair	3 = Satisfactory	4 = Good	5 = Excellent
Job Knowledge	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Work Quality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Attendance/Punctuality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Initiative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Communication/Listening Skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Dependability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Personality	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Comments</i>					
Overall Rating <i>(average the rating numbers above)</i>					

Evaluation
ADDITIONAL COMMENTS

Verification of Review	
<i>By signing this form, you confirm that you have discussed this review in detail with your supervisor. Signing this form does not necessarily indicate that you agree with this evaluation.</i>	
Employee Signature	Date
Supervisor Signature	Date

APPENDIX E

**Woodhaven-Brownstown School District
Leave of Absence Form**

Employee Name _____ Date _____

Building _____ Position _____ Seniority Date _____

- Reason for leave of absence: Medical (attach physician's note)
- Personal
 - Child Care
 - Military
 - Union
 - Other _____

Date leave to begin _____

Date expected to return to work _____

- I will be using my accumulated sick days No. of hours _____
- I will be using my accumulated personal days No. of hours _____
- I will be using my accumulated vacation days No. of hours _____
- Unpaid time No. of days _____

I have or will notify my immediate supervisor (and support services director, if applicable) of my application for this leave of absence. If there is a need to extend this leave, I will notify the human resources department prior to the leave ending.

Employee's Signature _____

Human Resources Approval _____

Extension of Leave of Absence

It is necessary for me to extend the above requested leave of absence. This extension will begin on _____ . I expect to return to work on _____ .

Employee's Signature _____ Date _____

Human Resources Approval _____

APPENDIX F

**Woodhaven-Brownstown School District
Vacation Request Form
 July, August, September
 Due by May 1st**

Employee Name _____ Date _____
 Building _____ Position _____ Seniority Date _____
 School Year _____ Number of Earned Vacation Days _____

DAYS REQUESTED

<u>Day(s) of the Week</u>	<u>Date(s)</u>	<u>No. Days</u>	<u>Approve/Deny</u>
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny

**All vacation requests will be approved on the basis of seniority but shall not interfere with the building operations.
 This request requires the building administrator's and the director/assistant director's approvals.
 Upon approval, a copy will be returned to the employee.**

Employee's Signature _____
 Building Administrator Approval _____
 Director/Asst. Director of Support Services Approval _____

Vacation Change Request

<u>Change From (Day and Date)</u>	<u>Change To (Day and Date)</u>	<u>No. Days</u>	<u>Approve/Deny</u>
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve <input type="checkbox"/> Deny

Employee's Signature _____
 Building Administrator Approval _____
 Director/Asst. Director of Support Services Approval _____

Woodhaven-Brownstown School District

Vacation Request Form

**October—June
Due by August 1st**

Employee Name _____ Date _____

Building _____ Position _____ Seniority Date _____

School Year _____ Number of Earned Vacation Days _____

DAYS REQUESTED

<u>Day(s) of the Week</u>	<u>Date(s)</u>	<u>No. Days</u>	<u>Approve/Deny</u>	
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny

**All vacation requests will be approved on the basis of seniority but shall not interfere with the building operations.
This request requires the building administrator's and the director/assistant director's approvals.
Upon approval, a copy will be returned to the employee.**

Employee's Signature _____

Building Administrator Approval _____

Director/Asst. Director of Support Services Approval _____

Vacation Change Request

<u>Change From (Day and Date)</u>	<u>Change To (Day and Date)</u>	<u>No. Days</u>	<u>Approve/Deny</u>	
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny
_____	_____	_____	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny

Employee's Signature _____

Building Administrator Approval _____

Director/Asst. Director of Support Services Approval _____

APPENDIX G
WBSD / WESPA
2014/15 Wage Re-Opener

I. Wages:

1% on schedule for steps 1 – 7

Eligible employees according to the collective bargaining agreement will advance to the next appropriate step on the salary schedule.

2014-15 Salary Schedule

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Class B Admin. Asst	\$12.44	\$14.77	\$15.78	\$16.79	\$17.86	\$18.61	\$19.70
Class C Admin Asst.	\$11.31	\$13.91	\$15.03	\$15.99	\$17.01	\$18.10	\$19.25
Sp. Svcs. & Athletic	\$13.68	\$15.95	\$16.93	\$17.97	\$19.08	\$19.80	\$20.95
Data Processor	\$12.79	\$15.32	\$16.21	\$17.15	\$18.15	\$19.21	\$20.32
Accts Payable	\$14.49	\$17.05	\$18.14	\$19.30	\$20.53	\$21.03	\$22.25
Acct. Specialist	\$22.48	\$23.23	\$23.70	\$24.19	\$24.68	\$25.18	\$25.69
Payroll Clerk	\$21.57	\$22.30	\$22.76	\$23.22	\$23.69	\$24.18	\$24.67

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Security	\$14.78	\$15.86	\$16.43	\$17.03	\$17.64	\$18.28	\$18.95
Hall Monitor	\$8.51	\$9.40	\$9.75	\$10.10	\$10.46	\$10.85	\$11.24

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Lead Cook	\$10.61	\$13.65	\$14.14	\$14.66	\$15.19	\$15.74	\$16.31
Kitchen Helper	\$10.17	\$13.13	\$13.60	\$14.10	\$14.61	\$15.14	\$15.69
Cashier	\$8.51	\$9.40	\$9.75	\$10.10	\$10.46	\$10.85	\$11.24
Lunchroom Aide	\$8.51	\$9.40	\$9.75	\$10.10	\$10.46	\$10.85	\$11.24

II. Work Year:

The work year for “school year” employees shall be considered to be 180 days.

III. Article 12 – Working Schedules and Conditions, Section 9 - Pay Periods:

Any employee who is regularly scheduled to work ~~eight (8) hours per day~~ **FIVE HOURS OR MORE**, but less than twelve (12) months, shall have the annual option of twenty-six (26) equal payments of his/her annual salary.

All employees must elect direct deposit. Employees may access payment vouchers electronically. The district intends to discontinue paper vouchers and institute only electronic payment vouchers. WSP members shall be given thirty (30) days notice of such a change to only electronic payment vouchers.

Employees will have weekly computer and printer access for reviewing payment vouchers. The employer shall provide periodic training to all bargaining unit members at no cost to the employee.

IV. Article 14 – Overtime Pay and Hours:

Compensation Time:

Contract language remains the same.

Flex-Time

Contract language remains the same.

Article 23 - Vacations:

Employees who work fewer than 12 months and earn 10 or fewer vacation days per fiscal year shall be required to use five days during times when they are not scheduled to work. Employees who work fewer than 12 months and earn 15 vacation days per school year shall be required to use 10 days during times when they are not scheduled to work. Employees who work fewer than 12 months and earn 20 vacation days per school year shall be required to use 15 days during times when they are not scheduled to work. The remaining 5 vacation days shall be converted into sick days and added to the employee's severance bank. If an employee exhausts all personal business and sick days, they may request approval from the Human Resources Director to use up to 5 additional vacation days on scheduled, non-student days and no sub will be required.

Vacation days required to be used during non-scheduled time shall be paid at the employee's current salary step. This pay will be spread out over the employee's elected number of pays.

Article 35 – Employee Benefits, Section 3 – Non-Benefit Employees:

Contract language will remain the same.

BOE approved 7/14/14

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