

Westwood Heights Education Support Personnel Association

(Cafeteria Employees, Library Clerks, Paraprofessional Employees, Secretaries, Custodians)

Master Agreement 2015-2018



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ARTICLE I
AGREEMENT

This Agreement entered into this 29th day of June, 2015, by and between the Westwood Heights Community School District, hereinafter referred to as the "Employer", or "Board", and Westwood Heights Educational Support Personnel Association (WHESPA)-MEA/NEA hereinafter referred to as the "Union". Amended to include Secretaries and Custodians on May 26, 2012. They are included in all sections and articles unless specific changes are noted.

ARTICLE II
TERMINATION AND MODIFICATION

- A. This Agreement shall continue in full force and effect until June 30, 2018.
- B. If either party desires to terminate this Agreement it shall, ninety (90) days prior to the termination date, give written notice of termination. If neither party shall give notice of termination or withdraws the same prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter subject to notice of termination by either party on ninety (90) days written notice prior to the current anniversary date of termination.
- C. If either party desires to modify or change this Agreement it shall, ninety (90) days prior to the termination date or any subsequent anniversary date of termination give written notice of amendment in which event the notice shall set forth the nature of the amendment or amendments desired. If notice of amendment has been given in accordance with this paragraph, this Agreement may be terminated on or after its termination date by either party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- D. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, and to the Employer, addressed to Westwood Heights Schools, 3223 West Carpenter Road, Flint, Michigan 48504-1724, or to any other such address the Union or the Employer may make available to each other.
- E. The effective date of this Agreement is July 1, 2015.

Mediation: The Board or the Union may request the services of the State Labor Mediation Board.

Savings Clause: Either party to this Agreement shall have the right to reopen negotiations pertaining to the provisions of this Article if provisions of this Article are deemed illegal under application laws by sending written notification to the other party thirty (30) calendar days from the date of such legal documentation.

The Union agrees to indemnify the Employer against any and all claims, demands, suits or other forms of liability that shall arise out of action taken by or against the Board for the purpose of complying with the provisions of Article II.

ARTICLE III
PURPOSE

It is the purpose of this Agreement to promote and insure harmonious relations, cooperation and understanding between the Employer and the employees covered hereby, to insure true collective bargaining and to establish standards of wages, hours, working conditions and other conditions of employment.

ARTICLE IV
MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. It is further recognized that the exercises of said powers, rights, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with said Constitution and laws.

ARTICLE V
UNION RECOGNITION AND RIGHTS

Section 1: Union Recognition and Rights: The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for all Paraprofessionals, Playground Monitors, Library Clerks and Cafeteria Employees, including Elementary Cafeteria Monitors.

Bus Aides, when and if the transportation department again is part of Westwood Heights Community Schools, shall be returned to this bargaining unit, a salary schedule shall be negotiated between the Employer and the Union.

Also included in this article are: Assistant Secretaries, Building Secretaries, and Secretaries, Custodians, Groundskeeper/Snow Removal/Bus Maintenance, Maintenance Technicians.

Section 2: Agency Shop:

- A. It shall be a condition of employment that all Employees covered by this agreement:
1. Become members of the Union; on or before the thirtieth (30) calendar day following the beginning of their employment with the Board; or
 2. Execute an authorization for the deduction of a service fee (amount is set by the MEA each year) to the Union, on or before the thirtieth (30) calendar day following the beginning of their employment with the Board.
 3. Employer will notify by email, union president of any new hires within fifteen (15) days of employee's start date.

Section 3: Dues and Service Fees:

- A. The Employer agrees to deduct from the wages of employees covered by this Agreement all monthly dues, and/or service fees of the Union and pay such amount deducted to the Union for the employees who so request such dues deductions provided, that the Union provides to the Employer authorization signed by such employees allowing such deductions and payments.
- B. By July 15 of each school year the board shall provide the WHESPA president with an alphabetical list of employees and their base salary from the previous fiscal year (new hires shall be included on the list with their estimated salary) such salary shall not include any extra pay, including overtime, longevity, etc.
- C. By August 15 of each year the union shall notify the employer of dues to be deducted bi-weekly from each employee.

- D. Any change will not take place because of any temporary change in assignment or classification for an employee.

Section 4: Officers:

- A. The employees will be represented by a President, Vice President, Secretary/Treasurer, Association Representatives and Alternate Representatives, who shall be chosen or selected in a manner determined by the employees and the Union, and whose names shall be known to the Board in writing.
- B. Arrangements may be made to allow the officers, time-off with pay for the purpose of investigating grievances and to attend grievance and negotiating meetings upon approval being granted by the immediate supervisor.
- C. During their terms of office the President and Vice-President shall be deemed to head the seniority list for the purposes of shift preference and lay-off and recall only, provided they are qualified to do the required work. Upon termination of their term, they shall be returned to their regular seniority status.
- D. The President shall be supplied the following information on a newly hired employee within fifteen (15) days of their hire date by email the name, date of hire, classification, social security number, address, rate of pay and job location.
- E. The employer will notify union president of any vacancies temporary, permanent or newly created as referenced in Article XIV and XV.

Section 5: Association Bulletin Boards: Bulletin board space shall be made available by the Board at each building, which may be used for the following notices:

- A. Recreation and social affairs of the Union
- B. Union Meetings
- C. Union Elections
- D. Reports of the Union
- E. Rulings or policies of the Local, State or National Union

Notices and announcements shall not contain anything political or controversial, or anything reflecting upon the Board, any of its employees, or any other labor organization among its employees.

ARTICLE VI
EXTENT OF AGREEMENT

This agreement shall constitute a binding obligation of both the Employer and the Union and for the duration may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement. Should any provision of this Agreement be found contrary to law, the parties shall meet within ten (10) work days to renegotiate that provision. However, the balance of the Agreement shall remain in effect for the duration of the Agreement. **Binding Effective Agreement:** This agreement shall be binding upon the parties, their successors and assigns.

ARTICLE VII
NON-DISCRIMINATION

The Employer and the Union both recognize their responsibilities under Federal, State and Local laws pertaining to fair employment practices, as well as the moral principals involved in the area of Civil Rights. Accordingly, both parties reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, color, religion, national origin, age and sex.

If an employee seeks redress in any form, other than the Grievance Procedure incorporated into this Agreement, said employee forfeits the right to file a grievance or continuance of the grievance already in the Procedure.

ARTICLE VIII
VISITATION

After presentation of proper credentials to the Board's representative, officers or accredited representatives of the Union shall be admitted (upon request by the Union) into the buildings of the school system during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjusting of grievances, provided said observation shall not be in areas which would be detrimental to the management and function of the school and its students.

ARTICLE IX
SAFETY

The Board will take reasonable measures in order to prevent and eliminate any present or potential job hazards which the employees may encounter at their place of work. Employees are required to report any and all unsafe working conditions to their supervisor immediately.

ARTICLE X
JURISDICTION

- A. Persons not covered by terms of this Agreement shall not perform work covered by this Agreement, except for the purposes of instructional training, experimentation, or in cases of emergency.
- B. The Employer reserves the right to hire students on a co-op, work study or job training basis which is part of our regular instructional program. High school students may pledge up to three-hundred (300) hours in a school year to work with the elementary and middle school students in math and reading, but in no event shall such work performed by these non-bargaining unit students cause any employees in the bargaining unit to have their hours reduced, nor shall such non-bargaining unit work performed cause any employee to be laid off.

Custodial only: Special Projects; Work, essentially special projects, for which volunteers initiate and carry out, shall be outside the scope of this agreement. These projects shall not be used to reduce or displace the number of employees in work unit or their normal work hours.

ARTICLE XI
(This article has been reserved for future use)

ARTICLE XII
SENIORITY

- A. Seniority for all purposes of this agreement shall be defined as length of service with Westwood Heights School District. Seniority begins on the first day of employment in a permanent position.

Probationary Employees:

1. If at any time prior to the completion of the ninety (90) calendar day probationary period, the employee's work performance is unsatisfactory, the employee may be dismissed during this period without appeal by the Union.
 2. Probationary employees who are absent on scheduled work days shall work additional days equal to the number of days absent and such employees shall not have completed his/her probationary period until these additional days have been worked.
 3. Secretarial and Custodial employees only: A newly hired employee shall be on a probationary status until they complete ninety (90) calendar days.
 4. Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the date of hire. It is mutually agreed that when two (2) or more members of the unit have identical dates of hire as per Section B of Article XII placement on the seniority list shall be determined by a coin flip.
- B. An employee loses his/her seniority rights for the following reasons:
1. He/She resigns.
 2. He/She is discharged for cause, and the discharge is not reversed through the grievance procedure.
 3. Retirement.
 4. Absent three (3) consecutive working days without notifying the Employer and/or without good and sufficient reason for notifying the Employer.
- C. An employee who applies for and moves to a vacant position, in a different classification, within the bargaining unit shall retain district seniority but have their classification seniority frozen, until which time they return to a job in their original classification.
- D. Seniority shall freeze within the bargaining unit for an employee who transfers to a supervisory position, with the employee having the right to exercise his/her seniority and return to the bargaining unit in the event that the employee vacates such supervisory position.
- E. Employees shall retain and continue to accrue seniority during: lay-off; and approved leaves of absence which are one (1) year or less in duration.
- F. An agreed to seniority list shall be made available to the President and the Union on or about July 1 of each year. Such list shall contain date of hire, employee's location and classification. Seniority shall be as of date of hire.
- G. Part-time employees shall be granted seniority as full-time employees as of the date of full-time employment.

ARTICLE XIII
LAY-OFF AND RECALL

- A. All employees subject to lay-off shall receive notification in writing two (2) weeks prior to the date of scheduled lay-off.
- B. Whenever the Board deems it necessary for lay-offs, it will do so on the basis of reverse order of seniority in the unit, beginning with the individual possessing the least seniority.
- C. Whenever the Board has a vacancy, or proceeds to expand the size of staff, it will first offer such positions to members of the staff who were previously laid off. Such job offers will be made on the basis of seniority, beginning with the person of greater seniority.
- D. Employees who are laid off shall be placed on a substitute list and offered such work in order of seniority and job capability, at the prevailing rate of pay.
- E. When the lay-off of an employee creates a vacancy on the staff, such vacancy will be posted and all other employees may apply for such position.
- F. There shall be no bumping, unless the eliminated position is not held by the lowest senior employee. The employee holding the eliminated position may bump into the position held by the lowest senior employee.
- G. Laid off employees will remain on the recall list for two (2) years from the date of lay off. After which the district is not obligated to recall them. This will be retroactive to all employees currently on the layoff list.

Cafeteria Employees only: Cafeteria staff will be considered recalled into regular employment status after twenty (20) consecutive work days in the same open job assignment, at which time fringe benefits will be made available, according to contract language.

Laid off cafeteria will be called in first for subbing, at their prevailing rate of pay.

Open refers to new or vacant jobs.

Paraprofessional Employees only: Laid off Paraprofessionals will be offered lower seniority positions as Playground Monitors if vacant at the Monitor rate of pay. Paraprofessionals may decline the position without penalty as it relates to recall rights.

Laid off paraprofessionals will be called in first for subbing, at their prevailing rate of pay.

Custodial Employees only: A laid off custodian will be called in first (1st) for subbing, at their prevailing rate of pay.

Starting with the employees in the effected buildings, if those custodians are not willing; then by seniority, it is offered to the custodians in the other building. If all custodians refuse the lowest senior custodian must fill the position.

Secretarial Employees only: A laid off secretary will be called in first (1st) for subbing, at the prevailing rate of pay.

If a laid off employee is called three (3) times in a thirty (30) calendar day period with a no response or no answer, they will be eliminated from the sub call list. If such employee desires to be placed on the sub call list the next school year, he/she must notify the district by the first day of school in September in writing.

ARTICLE XIV
TRANSFERS AND PROMOTIONAL PROCEDURE

- A. Notice of all vacancies and newly created positions shall be sent to each employee and union president within five (5) days from date of vacancy, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. Newly created positions or vacancies are to be listed in the following manner: the type of work, the place of work, the rate of pay, the hours to be worked and the classification.
- B. The administration shall review the written bids presented for a posted job, along with the demonstrated ability, background, work record (including attendance) and seniority of the bidders. The bidder with the best overall qualifications, demonstrated ability, background and work record (including attendance), as evaluated by the administration, shall be placed in the job.
- C. If all factors, on balance, are equal, the bidder with the greatest seniority shall be placed in the job within fifteen (15) days from the date of the posting.

Cafeteria Employees only:

- A. Whenever a current employee is afforded the opportunity to assume a new position or assignment, he/she shall be given up to a ten (10) day training and probationary period. The probationary period may be extended at the discretion of the Cafeteria Manager. If at the end of the probationary period the performance of the employee is unsatisfactory, as determined by the Cafeteria Director, the employee must return to his/her assignment. In such instances, the applicant of next highest seniority will be given a ten (10) day probationary period in which to display his/her capability to perform the assignment. The decision of the Cafeteria Director, regarding whether or not the new assignment is satisfactory, shall be final and not subject to the grievance process.
- B. Any employee, regardless of job level, may apply for any job level, may apply for any job vacancy that is posted. Where seniority is equal, selection will be made on qualifications, ability, merit, state-wide training.
- C. It is mutually agreed that while an individual is serving a probationary period for a new assignment, the Cafeteria Director may temporarily adjust other personnel, and/or employ substitute personnel to temporarily cover the employee's previous assignment.
- D. The employee may be subject to a physical before allowed to try a specific job.
- E. An employee who has the qualifications and skills required to fill in for a higher classification absent employee shall receive the wage rate of the higher classification for time worked in that classification.

ARTICLE XV
POSITION ASSIGNMENTS

Paraprofessionals only:

- A. Position assignment(s) shall be defined in terms of hours to be worked per day and building(s) location. Grade level(s) and/or program(s) assignment(s) within a building(s) shall be exclusively within the prerogative of the administration.

- B. If it is anticipated that an extended absence (more than five (5) consecutive working days) of a full-time Aide is going to occur, the part-time Aides within that building, in order of seniority, shall have an opportunity to substitute in the full-time position before a non-unit substitute is placed.
- C. Aides required to work at more than one (1) building during a school day shall be given fifteen (15) minutes of travel time from their work time and be paid the current district mileage rate for travel between buildings.

Substitutes or length of service with the district will be considered for preferential hire.

Custodial Employees only:

- A. Notice of all vacancies and newly created positions shall be sent to each employee within one (1) pay period from date of vacancy, and the employee shall be given five (5) working days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, and shall be given a thirty (30) day trial period provided he/she has the necessary qualifications to perform the duties of the job involved. The employee may return or be returned to his/her former position within the thirty (30) day trial period. Upon successful completion of the trial period, the employee's seniority is transferred to the new position. Newly created positions or vacancies are to be listed in the following manner; the type of work, the place of work, the rate of pay, the hours to be worked and the classification.
- B. Any employee temporarily transferred from his/her classification to another classification within the bargaining unit shall be paid either the rate of the position from which the employee is transferred, or the rate of the position to which the employee is transferred whichever is higher.
- C. Temporary transfers shall be for a period of no longer than thirty (30) working days, except in the event that both parties mutually agree to an extension of the thirty (30) working days time period. In the event that it is not mutually agreeable to extend the temporary transfer beyond the thirty (30) working days time period, the position shall then be considered to be a vacant position and shall be posted for bidding among all interested employees.

Secretarial Employees only:

Temporary Vacancies: In the event of a temporary vacancy for a specific period of time, the Board shall have the right to hire a temporary employee for the duration of the vacancy, provided the Board first (1st) offers the position to the existing employees who are working fewer hours within the same building. Upon offering an existing employee, working fewer hours within the same building, the temporarily vacated position, a temporary employee may fill the remaining vacancy. Temporary vacancies are deemed to be temporary as long as the regular employee is off the job, but is scheduled to report back to their regular work assignment. In the event that the absent regular employee returns to their former position, the affected employees will revert back to their former position, and the temporary employee will be laid off. In the event that the regular employee does not return to their position, then as the date of such determination is made that such employee is not returning to their position, that position will then be considered to be vacant, and will be filled as specified under the terms of this article.

Temporary Transfers: Any employee formally transferred from their classification to another classification within the bargaining unit for more than one (1) week, shall be paid either the rate of the position to which the employee is transferred, or the rate prior to the transfer, whichever is higher.

ARTICLE XVI
LEAVES OF ABSENCE

Family & Medical Leave Act: Employees will be allowed to take up to twelve (12) weeks leave under provisions of the Family and Medical Leave Act of 1993. The employee may choose to take the total time as unpaid leave, or the employee may use sick or personal days for this leave. However, the leave will be unpaid once sick or personal days have been exhausted. Any benefits to which the employee is entitled which may include: health, dental, vision and life insurances; will remain intact during the leave. Upon return from the leave, the employee is entitled to the same position he/she held before the leave.

Leaves under the Family and Medical Leave Act include:

- A. The birth of a son or daughter and/or in order to care for the child (the right to this expires twelve (12) months after the birth);
- B. The employee's adoption of a son or daughter or the placement of a foster child in the employee's home (the right to this expires twelve (12) months after the placement);
- C. To care for a Spouse, Child, including adopted, foster child or step-child, Brother or brother-in-law, Sister or sister-in-law, Parent or parent of spouse, Grandparent or grandparent of spouse, Son-in-law or daughter-in-law, Grandchild; of employee, if the relative has a serious health condition;
- D. The serious health condition of the employee.

The Board will develop a form to apply for leave and may require documentation to substantiate the application.

Nothing in this Section prohibits an employee from taking other leaves of absence as provided in other Sections of this Contract.

Child Care Leave: A leave of absence shall be granted to any employee (male or female) for any of the following reasons: the birth or adoption of a child.

Short Term Leave: Employees may request a leave of absence without pay or benefits for no more than two (2) weeks in any year for personal purposes. The immediate supervisor/superintendent may approve or disapprove such leave depending upon the potential effect of such leave upon the district. The availability of a qualified substitute and the number of other persons absent will be considered in this regard. Persons must submit a written request for such leave at least two (2) weeks in advance of the intended absence. Employees returning from short term leaves shall return to the same position.

Secretarial and Custodial staffs are not included in the Short Term Leave Article.

Long Term Leaves:

- A. All reasons for leaves of absence shall be in writing, stating the reason for the request and the approximate length of leave requested, with a copy of the request to be maintained by the Board, a copy furnished to the employee and a copy sent to the Union.
- B. An employee who, because of illness or accident which is non-compensable under the Worker's Compensation Law, is physically unable to report to work, and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence up to one (1) year. This may be extended upon approval by the Board of Education, provided that the employee notifies the Board. Provided further that the employee supplies the Board with a statement from a medical or osteopathic doctor, of the necessity and length of time for such leave of absence, and for the continuation of such absence when the same is requested by the Board.

- C. Any employee in the bargaining unit shall be granted a leave not to exceed four (4) years when, either elected or appointed to full-time office or position in the Union. Seniority will continue to accrue for the duration of the leave.
- D. Employees will accrue seniority during leaves of absence which are no longer than one (1) year in duration. Seniority will be frozen and will not continue to accrue when the leave commences to exceed one (1) year. Long Term Leaves of absence granted shall be without pay and fringe benefits, and the employee shall not accumulate seniority during the leave of absence after the first year, and shall be entitled to resume his/her regular seniority status and all job and recall rights. Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.

Military Leaves: Any employee who enlists or is called for military duty shall have reinstatement rights. Employees returning from a military leave shall return to the same or similar position. Seniority will continue to accrue while they remain on active duty.

National Guard: Leaves of absence will be granted to employees who are active in the National Guard or a branch of the Armed Forces Reserves for the purpose of fulfilling their annual field training obligations, or in the event the employees are ordered to active duty for emergency reasons. If called to active duty, they receive same as Military Leaves.

Leaves Not Chargeable Against Sick Leave Days:

- A. Absences when an employee is called for jury duty. The Board will pay the employee their regular salary. All jury duty pay shall be turned over to the school district.
- B. Approved visitation at other schools, or for attending conferences or conventions, when approved in advance by the administration.
- C. Court appearances as a witness in any case connected with employment, or the school. Whenever the employee is subpoenaed to attend any proceeding, the Board will pay the employee his/her regular rate of pay.

Leaves of absence may be granted at the discretion of the Board for reasons other than those listed above when they are deemed to be beneficial to the employees and the school district.

ARTICLE XVII
SICK LEAVE

- A. Employees will be granted ten (10) sick leave days per school year (starting in September each year, and accumulating one (1) per month). Such days are only to be used due to illness on the part of the employee. These days may be accumulated from year to year to a maximum of fifty (50) days. The amount of pay received for sick days will be based on the average number of hours the employee works. If, at the close of a school year, an employee has any unused sick days in excess of fifty (50), he/she will receive fifteen (\$15) dollars if they work less than six (6) hours, and twenty-five (\$25) dollars if they work six (6) hours or more, per unused day in excess of fifty (50), which will be payable in the last pay of the school year.
- B. Employees may not receive sick pay for days for which they receive compensation from an Employer-paid short term, or long term disability (wage continuation) program. They may receive such sick pay when they receive compensation from a program for which they have paid the premiums.

- C. Any employee whose personal illness extends beyond the period of the employee's accumulated sick leave days shall be granted a leave of absence without pay for up to one (1) year to recover from such illness. Upon return from the leave, the employee shall be assigned to the same position. The Board may require the employee to submit to a physical examination by a physician selected by the Board before allowing the employee to return to work.
- D. All requests for extended sick leave must be made in writing to the Board's designated representative.
- E. New employees will qualify for sick leave days after ninety (90) calendar days, which will consist of one (1) sick leave day per each month worked for the remainder of the employee's first (1st) school year.
- F. Sick leave accumulation shall be listed on each employee's pay.
- G. The Board of Education may ask for a doctor's verification for extended sick leave. A doctor of mutual acceptance will be appointed.
- H. Any employee absent from work because of mumps, hepatitis, scabies, scarlet fever, measles, pink eye, chicken pox, or head lice and such conditions is medically certified as having been contracted while on duty, shall not be charged with sick leave.

Custodial Employees only:

- A. Each employee shall be allowed ten (10) sick days per fiscal year to an unlimited accumulation of sick leave days. Employees who have served five (5) years of continuous employment shall receive twelve (12) sick days per year starting on July 1 of the sixth (6th) year. The Board of Education may ask for a doctor's verification for extended sick leave. A doctor of mutual acceptance will be appointed.
- B. All sick leave days shall be considered whole days unless previous arrangements are made with the Board's designated representative. Leaving work early does not constitute a sick leave days.
- C. New employees will qualify for sick leave days after ninety (90) calendar days and will consist of one (1) sick leave day per each full calendar month worked for the remainder of the employee's first (1st) fiscal year.
- D. Records of sick leave days accumulated and taken shall be available to the employee.
- E. Upon retirement, all unused accumulated sick leave days will be paid to the employee at the rate of twenty (\$20) dollars per day.

Secretarial Employees only:

- A. Each Secretarial Employee covered by this Agreement will be entitled to sick/personal leave days accumulated according to the schedule specified below, with an unlimited accumulation:

Ten (10) month employees	Twelve (12) days per year
Twelve (12) month employees	Fourteen (14) days per year
- B. New employees will qualify for sick days after ninety (90) calendar days, and this will consist of one (1) sick day per each full calendar month worked during the remainder of the school's fiscal year.
- C. Extended sick leave may require a doctor's verification.

- D. Sick leave days accumulated will be paid at the rate of twenty (\$20) dollars per day upon retirement.

Paraprofessional Only:

- A. Sick leave days may be accumulated and will be paid at the rate of twenty-five dollars (\$25.00) per day upon retirement. The redemption of unused sick days upon retirement is limited to a maximum of fifty (50) days.

Funeral Leave:

- A. A maximum of three (3) days per event, not chargeable against accrued sick time, may be taken for a death in the immediate family to include a legal dependent of the employee and/or spouse, child, parent, parent-in-law, sibling, grandparent, in-laws, step-family or grandchild.
- B. One (1) day chargeable against accrued sick leave may be taken to attend the funeral of a close friend or relative.
- C. Up to two (2) additional work days, charged against accrued sick leave, may be granted upon approval by the Building Administrator.

Personal Business Days: Employees may request three (3) paid personal days, non-deductible from sick leave allowance, to be used for personal business leave. The request for personal business leave must be made three (3) days in advance of the date requested and is subject to the approval of the Board's designated representative. The purpose of this leave is to transact business which cannot normally be handled at any other time. All requests for personal leave days must be made in writing on the form provided by the Board, except in the case of emergencies, and these cases the three (3) day notice provision can be waived at the discretion of the Superintendent or his designated representative. All unused personal days will be paid at current rate of pay in June of each year.

Custodial Employees only: Employees shall receive four (4) personal leave days. The request for personal leave days must be made three (3) days in advance of the date requested and is subject to the approval of the Board's designated representative. The purpose of this leave is to transact business which cannot normally be handled at any other time. All requests for personal leave days must be made in writing on the form provided by the Board, except in the case of emergencies, and in these cases, the three (3) day notice provision can be waived at the discretion of the Superintendent or his designated representative.

Secretarial Employees only: To schedule sick/personal leave days to attend to personal business, the employee must apply for use of such days at least three (3) days in advance of the date requested. Such days are subject to the approval of the board's representative. The purpose of this leave is to transact business which cannot normally be handled outside of working hours. All requests for personal leave days must be made in writing and on a form provided by the Board. In cases of emergency, this provision can be waived by the board's designated representative. The days immediately preceding or following a legal holiday or school recess period or for the first (1st) or last day of school cannot be granted as personal days.

ARTICLE XVIII
WORKING CONDITIONS

A. Breaks and Lunch Periods

- 1. One (1) fifteen (15) minute break period will be provided for any employee working at least three (3), but less than five (5) hours per day.

2. Two (2) fifteen (15) minute break periods, One AM and one PM will be provided each working day for all employees working five (5) hours or more.
- B. All Paraprofessionals who work seven (7) or more hours shall be entitled to a thirty (30) minute lunch (fifteen (15) minutes of which is paid). Preempted time will be made whole.
 - C. Paraprofessionals working seven (7) or more hours may combine break time with lunch if schedule permits and at the discretion of the building administrator.

Custodial Employees only: Afternoon and night shift employees shall receive a one-half (1/2) hour paid lunch period. Additional one-half (1/2) hour paid lunch per day to afternoon/night shift employees for summer working hours. This does not include regular summer ten (10) hour days.

Secretarial Employees only: Secretarial employees shall receive an unpaid one-half (1/2) hour, duty free lunch. Secretaries shall receive a paid one-half (1/2) hour duty free lunch, only when working the ten (10) hours day four (4) day a week summer schedule.

Working Conditions:

- A. Time clocks will be used by all employees covered in this Agreement. ONLY the employee will punch his/her timecard.
- B. Employees covered under this Agreement will punch out and in during lunch hour if they leave the building.
- C. Hours worked and other pertinent data will be placed on the check stub.
- D. Bargaining unit members, who are employed by the Westwood Heights Schools during the summer in activities such as summer school etc., shall be compensated equally on a per hour basis. This amount will be determined before the beginning of each summer by representatives of the board and the bargaining unit. These representatives may also designate other activities that will likewise be compensated.
- E. **Beyond the School District's Control Days:** In the event school is closed beyond the school district's control, and the District is given credit and receives State Aid for the day, the employees will receive pay up to six (6) days of one's regular schedule pay even though they do not work that day. Thereafter, employees who do not work when schools are closed beyond the school district's control may use personal/sick days.
- F. **Cafeteria Employees:** If a utility failure causes the school district to close one (1) or more school buildings for the school day, the Cafeteria Director may direct a number of employees to not report to work on such day, depending upon the extent to which the production load is expected to be reduced on that day. Such employees may elect to use one (1) of their six (6) inclement weather paid days on such days.
- G. **Reporting Pay:** Any employee called to work or permitted to come to work without being notified, that there will be no work, shall receive two (2) hours pay. Notifying the media and the fan out system is considered as notifying the employee.

Secretarial Staff only: Any employee called to work or permitted to come to work without being notified, by the Board that there will be no work, shall receive two (2) hours pay at the appropriate rate of pay, or in the event that an employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

Custodial Staff only: Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has not been notified that there is less work than they are regularly scheduled to work, shall receive two (2) hours pay, or if the employee is regularly scheduled to work less than four (4) hours per day, that employee shall receive their regular daily rate of pay.

ARTICLE XIX **DISCIPLINE/GRIEVANCE PROCEDURES**

Definitions:

I. Discipline

- A. When the Employer feels disciplinary action is warranted, such action must be initiated within ten (10) working days of the date of the occurrence of the condition giving rise to the action or within ten (10) working days or within ten (10) working days after the Employer became aware of the condition giving rise to the discipline.

II. Suspension and Dismissal

- A. Dismissal, suspension and/or any other disciplinary action shall be only for just and stated causes, with the employee having the right to defend themselves against any and all charges. Written notifications of dismissal, suspension or other disciplinary action shall be sent to the employee and the Union. Among the other causes which shall be deemed sufficient for dismissal, suspension and/or other disciplinary action are the following: drunkenness, dishonesty, insubordination or willful violation of Board of Education rules, frequent tardiness and absenteeism.
- B. Verbal reprimands shall be removed from employees' files after twenty-four (24) months; written reprimands shall be removed from employees' files after thirty-three (33) months; suspensions shall be removed from employees' files after forty-two (42) months.

III. Grievance

- A. A grievance shall be defined as an alleged violation, misinterpretation or misapplication of the expressed terms of this Agreement.
- B. For the purpose of processing grievances, working days shall be defined as Monday through Friday, excluding all paid holidays.
- C. The time elements in the Steps may be shortened, extended or waived upon written mutual agreement between the parties.
- D. A grievance concerning alleged safety hazards may be processed directly to Step Four (4) of the Grievance Procedure upon the grievance being discussed with the immediate supervisor prior to the grievance being submitted in writing to Step Four (4) of the Grievance Procedure.
- E. Any grievance which is not appealed within the specified time limits set forth in that Step level shall be considered settled on the basis of the decision rendered at the previous level. If the answer to a grievance is not given within the specified time limits of that Step level, the appealing party may automatically appeal the grievance to the next Step level of the Grievance Procedure.
- F. Any employee or Union grievance not presented for in writing in Step One (B) of the Grievance Procedure, for disposition through the Grievance Procedure, within five (5) working days of the date it is reasonable to assume that the employee or the Union, as the case may be, first became

aware of the conditions giving rise to the grievance, unless the circumstances made it impossible for the employee or the Union, as the case may be, to know prior to that date that there were grounds for such a claim, the grievance shall not thereafter be considered a grievance under this Agreement.

IV. Grievance Procedures

Step One:

- A. Any employee having a grievance shall discuss the grievance with his/her immediate supervisor and then if the grievance is not settled orally, the employee may request a meeting with the WHESPA President to discuss the grievance.
- B. The WHESPA President then may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged Contract violation. The grievant and the WHESPA President shall sign the grievance.

Step Two:

- A. The WHESPA President shall meet with the immediate supervisor and the grievant to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
- B. The immediate supervisor shall give his/her decision in writing relative to the grievance within five (5) working days of his/her meeting with the WHESPA President and the grievant.

Step Three:

- A. Any appeal of a decision rendered by the Board's designated representative shall be presented in writing to the Superintendent of Schools within five (5) working days from the date of receipt of the decision rendered by the Board's designated representative, and the Superintendent of Schools or his designee shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- B. The Superintendent of Schools or his designee shall give his/her decision in writing relative to the grievance within five (5) working days of the date of the meeting with the Business Representative of the Union.

Step Four:

- A. Any appeal of a decision rendered by the Superintendent of Schools shall be presented in writing to the Board of Education within five (5) working days of the date of the receipt of the decision rendered by the Superintendent of Schools, and a committee designated by the Board of Education shall meet with a Business Representative of the Union at a time mutually agreeable to them.
- B. A committee designated by the Board of Education shall give its decision in writing relative to the grievance within ten (10) working days of the date of their meeting with the Business Representative of the Union.

Step Five:

- A. If the appealing party is not satisfied with the disposition of the grievance by the Board of Education, then within fifteen (15) calendar days from the date of receipt of the answer given by the Board of Education, the grievance may be submitted to arbitration.

- B. The appealing party shall notify the Michigan Employment Relations Commission to submit a list of arbitrators to both parties. The rules of the American Arbitration Association shall govern the proceedings.
- C. Neither party shall be permitted to assert in any arbitration hearing any ground, or to rely on any evidence not previously disclosed to the other party at any of the preceding step levels.
- D. The Arbitrator, the Union or the Board may call any relative person as a witness in any arbitration hearing.
- E. Each party shall be responsible for the expenses of the witnesses that they may call.
- F. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments hereof, or to specify the terms of a new agreement, or unless otherwise specified, or to substitute his/her discretion for that of the parties hereto.
- G. The filing fees and expenses of the Arbitrator shall be shared equally by the parties.
- H. The Arbitrator shall render his/her decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
- I. The decision of the Arbitrator shall be final, conclusive and binding upon all employees and the Board and the Union.

ARTICLE XX
CONTINUING EDUCATION-CERTIFICATION PROVISIONS

- A. **Continuing Education:** The Board agrees to pay for workshops, in-service training seminars, self-improvement courses or other job related training at the request of the Employee with the approval of the building Principal provided that funds are available.
- B. **Educational Conferences:** Board approved visitation at other schools or for approved attendance at educational conferences or conventions shall be granted with pay by the Board.
- C. **Certification/Cafeteria:** Cafeteria employees must be certified, employees and must maintain membership in School Nutrition Association (SNA) yearly. Failure to maintain certification could result in termination of employment. Newly hired employees have two (2) calendar years to fulfill this requirement.
- D. **Certification/Paraprofessionals:** Paraprofessionals must have a high school diploma, and sixty (60) semester hours of higher education or they must pass the Work Keys Test as provided by the State of Michigan.

GSRP/Paraprofessionals; must have an AA in Early Childhood Education or their CDA credentials.

ARTICLE XXI
MISCELLANEOUS PROVISIONS

- A. **Strikes:** The Union and the Board subscribe to the principle that differences shall be resolved in good faith by peaceful and appropriate means without interruption of the school program. The

Association, therefore, agrees not to honor, encourage or promote the action of strikes, work stoppage, or other refusals to perform work by employees covered by this Agreement.

- B. **Legal Protection:** If an employee, acting in good judgment within the policies, rules and regulations of the Board and state and Federal statutes, is complained against or sued, the Board will provide counsel and render assistance to the employee in his/her defense.
- C. **Contract:** When a Contract is reached, it shall be reduced to writing. When it is ratified and signed by both parties, it shall become part of the official minutes of the Board of Education. The Board will print the contract for distribution to all members and administrators.
- D. **Mileage:** Employees who are required to use their own personal vehicle for carrying out their responsibilities for the Board shall be reimbursed for their mileage at the IRS rate and procedure as established by Board policy.
- E. **Evaluations:** Employee evaluations may be done annually by the Building Principal or his/her designee.
- F. **Parking:** Adequate parking facilities will be provided for the employees covered by this Agreement within the reasonable proximity of their building.
- G. **Telephone Facilities:** Telephone facilities shall be made available to all of the employees covered by this Agreement for emergency use.
- H. **Emergency:** In the event of an emergency occurring during the absence of the immediate supervisor, the employee shall be informed as to the name of the person the employees is to contact in that instance.
- I. **Physical Examinations and TB Tests:** All new employees to the school system will be required to have a complete physical examination and TB test prior to final approval for hiring. Employees of the district shall be required to have a TB test every three (3) years after their initial employment. The deadline date for completing this requirement shall be November 15 of each year. At the option of the Board, additional physical and psychiatric examinations may be required at any time by a physician of the employee's choice and at the expense of the Board.
 - 1. **All employees:** shall be offered Hepatitis "B" shots on an annual basis.
- J. **Cafeteria Equipment:** The Board recognizes its responsibilities to provide adequate equipment for all cafeteria personnel.
- K. **Resignations:**
 - 1. All employees shall notify in writing the Superintendent of Schools, or his/her designated agent, two (2) weeks prior to leaving their position.
 - 2. If an employee resigns or retires at any time other than the end of the current fiscal year, longevity pay, and sick time shall be prorated to reflect time worked.
 - 3. Failure to abide by the above shall result in the forfeiture of all benefits.
 - 4. The final paycheck will be held until all responsibilities are current and/or completed.

ARTICLE XXII
JOB DESCRIPTIONS

A job outline shall be on file in the Superintendent's office for each employee position covered by this contract.

ARTICLE XXIII
FINANCE

- A. **Retirement Fund:** The Board agrees to pay the legally specified contribution to the Michigan Public School Employees Retirement Fund on the gross wages for each employee covered by this Agreement.
- B. **Tax Sheltered Annuities:** The Board agrees to deduct the premium for variable tax deferred annuities solely paid for by the employee, and to remit such premiums to the Board designated insurance company
- C. **Deductions:** The Board agrees to make available to all of the employees covered by this Agreement any payroll deductions which are available through the School District.

ARTICLE XXIV
HOLIDAY PAY

- A. All employees will receive the following paid holidays during the life of this Contract:

Labor Day / Thanksgiving Day / Day after Thanksgiving Day / Christmas Eve Day / Christmas Day /
New Year's Eve Day / New Year's Day / Martin Luther King, Jr. Day / President's Day / Good Friday /
Easter Monday / Memorial Day
- B. Holiday pay will be paid at the rate of the average number of hours the employee works.
- C. The employee must work the day before and after the holiday, or school recess to be paid for the holiday, except in case of death in immediate family, jury duty and/or required court appearance with required proof to school district.
- D. Leave days cannot be used to qualify for paid holidays.
- E. Employees absent on approved paid sick days shall qualify for holiday pay, but not those receiving compensation from and Employer-paid short term disability (wage continuation) program.
- F. Employees required to work on any of the above named holidays shall receive time and one-half (1-1/2) for hours worked in addition to their regular holiday pay. This holiday pay will be based on his/her regular daily rate.

Custodial and Secretarial Employees only: In addition to the above named Holidays, Custodial and Secretarial employees shall also receive the following holidays:

July 4th

- A. Employees required to work on any of the above named holidays shall receive time and double time (2X) for hours worked in addition to their regular holiday pay. This holiday pay will be based on his/her regular daily rate.

- B. If a paid Holiday falls on a weekend, and the Holiday is celebrated the previous Friday or the following Monday, secretaries shall have the Friday or Monday off with pay, providing school for students is not held.
- C. If a holiday falls during a scheduled vacation an employee is paid holiday pay and can adjust their vacation time to reflect the paid holiday time.
- D. In the event the employee is on sick leave on any of the above named holidays, the employee shall not have that day charged against their allowable sick leave.
- E. Any secretarial employee covered by this agreement may elect not to attend work and without pay on any of the so-called "break days" when school is closed. This does not include regular student vacation periods such as those at Christmas, Easter and thanksgiving. Employees intending to be absent on such break days must consult with their supervisor at least three (3) days in advance of the absence.

ARTICLE XXV
FRINGE BENEFITS

Cafeteria and Paraprofessionals:

- A. Short term self-insured disability (wage continuation) insurance, and five-thousand (\$5,000) dollars life insurance shall be provided to all employees, subject to a combined maximum cost of fifteen (\$15) dollars per month.
- B. The Board agrees to furnish to employees working six (6) hours or more, with twelve (12) years or more seniority at Technician 2, 3, 4, and paraprofessionals with fifteen (15) years or more seniority medical insurance for the employee only.
- C. Cafeteria Employees at Technician 2, 3, 4, with twelve (12) years or more years and paraprofessionals with fifteen (15) or more year's seniority will be furnished dental insurance (50% Class I and II benefits, excluding internal and external coordination of benefits) for the single subscriber. Employee only – no full family coverage paid by the Employer.
- D. Cafeteria Employees at Technician 2, 3, 4, with twelve (12) or more years and paraprofessionals with fifteen (15) or more years seniority will be furnished with vision coverage insurance, with full family coverage, only if the individual is without any vision insurance via another family member.
- E. All insurance benefits stated above shall be eligible to all qualified Cafeteria employees, at Technician 2, 3, and 4 and qualified Paraprofessional employees, except those employees covered by another plan, the qualified employee shall be eligible at the time their current plan expires.
- F. Insurance benefits will be discontinued on the last day of the month the employee terminates employment with the school district.
- G. All insurance coverage's will be provided by insurance carriers designated by the Board.
Note: Insurances provided for by this Agreement shall become effective the first (1st) day of the month following ratification of this Agreement by the Union and the Board.
- H. Employees receiving new insurance coverage's for the first time as a result of this Agreement will have their benefits commence during the first (1st) full month after ratification of this Agreement.

- I. Cafeteria employees shall receive an allowance of seventy-five (\$75) dollars shall be paid to each employee at the beginning of each school year for purchase of approved uniform, shoes, etc., only with proof of purchase once employees have completed probation period.

Secretarial and Custodial:

- A. Secretaries and custodians hired do not become eligible for fringe benefits under this Agreement until they have been employed for thirty (30) or more hours per week and/or more than forty-four (44) weeks at which time they become eligible for full benefit coverage. This would include medical insurance, dental insurance, vision insurance, long term disability, and Board paid monthly allotment for those not electing health insurance.
- B. Insurance benefits will be discontinued on the last day of the month the employee terminates employment with the school district.
- C. All insurance coverage's will be provided by insurance carriers designated by the Board.
- D. The board agrees to furnish all secretaries and custodians covered under this agreement the following, minimum standards for insurance coverage; unless specific changes are made for the benefit and with agreement of both parties.

Medical:

Deductible: \$200 single coverage / \$400 full-family coverage

Office co-pay: \$10

RX: \$10/\$20

Dental:

Annual Maximum per person: \$1,000

Class I, II, III: 80/20 coverage

Vision:

Annual Exam

Frame allowance: \$80

Contacts Covered

Disposable Contacts: \$200

Life Insurance: All Secretarial and Custodial Employees shall be provided thirty-thousand (\$30,000) dollars Life Insurance Accidental Death and Dismemberment. Those employees not electing Medical Insurance shall receive an additional five-thousand (\$5,000) dollars Life Insurance coverage.

Equivalent Benefits: A Secretarial or Custodian employee not taking medical insurance will receive a maximum of twenty-seven (\$27) dollars per month to be used for any Life Insurance and/or wage continuation (disability) program which is available through the Board. The Board shall pay the full premium for short term disability insurance for any employee not taking Health Insurance. The Board shall pay the full premium of short term insurance when the employee reaches the age of sixty-five (65).

Long Term Disability: The Board will provide to all Secretaries and Custodians covered by this Agreement long-term disability coverage of sixty-six and two-thirds percent (66-2/3%) of their weekly pay.

Additional Benefit in Lieu of Medical Insurance – Secretaries only: Employees who choose not to select hospitalization all inclusive, health, vision and dental coverage shall receive two-hundred

(\$200) dollars per month that may be put into one of the District’s Annuity Plans. Payment of these funds will be on a monthly basis.

All employees must select during the medical enrollment period to receive medical coverage. This selection remains in effect until the next enrollment period unless circumstances change and they become eligible for coverage under the guidelines of the Employer’s Insurance carrier.

Upon return of Westwood Heights Custodians the above article shall be open for negotiations.

ARTICLE XXVI
SALARY SCHEDULE

Cafeteria Employees (Wages per Hour)

<u>Title</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Technician 4	\$12.67	\$12.80	\$12.80
Technician 3	\$11.88	\$12.00	\$12.00
Technician 2	\$11.81	\$11.93	\$11.93
Technician 1	\$10.78	\$10.89	\$10.89
	(0%)	(1%)	(0%)

- A. During the 2015-2016 and 2017-2018 school year employees agree to a pay freeze. During the 2016-2017 school year there shall be a wage increase of 1% as indicated.
- B. M.C.I.C. employees, because of the type of diets required, will receive ten (\$.10) cents per hour more the first year of the Contract; and if student lunches increase to over one-hundred eighty (180) per day, ten (\$.10) cents more the second (2nd) year of the Contract.
- C. **Training:** The Board agrees to reimburse certified employees the registration fees for state-wide training classes, after completion, per state standards. The Board agrees to recognize employees who successfully complete each fifty (50) hours of state-wide training, with a five (\$.05) cents per hour bonus for each fifty (50) hours completed.
- D. **Annual Longevity Pay:** An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of every December with the following seniority:

Twenty (20) Years or More	\$250.00
Fifteen (15) to Nineteen (19) Years	\$200.00
Ten (10) to Fourteen (14) Years	\$150.00
- E. If an employee attends a conference at the request of the Cafeteria Manager, at regular rate of pay the employee will be paid for all regular work days based on the average hours normally worked.
- F. Cafeteria employees who work throughout the summer months for the purpose of preparing and serving food at the M.C.I.C. shall receive, after the second (2nd) full year of seniority:
 - (1) ten [10] days paid vacation at a rate equal to the average number of hours normally worked and at rate of pay only five (5) vacation days can be taken during a scheduled one (1) week recess at the M.C.I.C.;
 - (2) the five (5) vacation days not taken during the one (1) week M.C.I.C. recess must be approved three (3) weeks in advance by the Cafeteria Director. (No two [2] persons may take the same day;) and
 - (3) one (1) paid sick day, non-accumulative, for each of the two (2) months of July and August, and July 4th as an additional paid holiday.

Paraprofessional, Library.

<u>Playground Monitors Classification</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>
Paraprofessional I	\$14.58	\$14.73	\$14.73
Paraprofessional II	\$11.28	\$11.39	\$11.39
Playground Monitors	\$10.23	\$10.33	\$10.33
Library Clerks	\$10.15	\$10.25	\$10.25
	(0%)	(1%)	(0%)

*For the purpose of understanding and exercising Article XII "Seniority", Paraprofessional I and Paraprofessional II are regarded as a single classification.

Annual Longevity Pay: An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of every December with the following seniority:

Twenty (20) Years or More	\$250.00
Fifteen (15) to Nineteen (19) Years	\$200.00
Ten (10) to Fourteen (14) Years	\$150.00

Paraprofessional Supervision: Paraprofessionals will be utilized within the classrooms for supervision in emergency situations (when teacher is not present). This practice will not be abused. It is intended for emergency situations, and should be for a short period of time when a classroom teacher is not available. Paraprofessionals will receive the following compensation for supervision time:

0 – 10 minutes = \$0.00

An additional; Five (\$5) per hour after ten (10) minutes of supervision; in addition to their regular salary, shall be paid to paraprofessionals.

<u>Secretaries Classification</u>	<u>2015-16</u>	<u>1 year</u>	<u>2 years</u>	<u>5 years</u>
Secretary, Guidance Middle/High School (10 month)	\$14.07	\$14.34	\$14.77	\$15.07
Assistant Building Secretary, Middle/High School Special Ed (10 month)	\$14.54	\$14.83	\$15.17	\$15.56
Building Secretary Elementary School (12 month)	\$14.62	\$14.94	\$15.23	\$15.59
Building Secretary Middle/High School, Athletics (12 month)	\$14.74	\$15.08	\$15.39	\$15.72

*Note: Pay Raise for 2016/2017 – 1%

Any clerical work needed during the summer shall be offered to ten (10) month employees.

Annual Longevity Pay: An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of every December with the following seniority:

Twenty-five (25) or more Years	\$600.00
Twenty (20) Years to Twenty-five (25)	\$500.00
Fifteen (15) to Nineteen (19) Years	\$400.00
Ten (10) to Fourteen (14) Years	\$300.00

Vacation Time:

- A. Each employee covered under this agreement shall receive an annual paid vacation; based on the following schedule:

Twelve (12) Month Employees

One (1) year of service	One (1) week vacation with pay
Two (2) years of service	Two (2) weeks of vacation with pay
Five (5) years of service	Three (3) weeks of vacation with pay
Eight (8) years of service	Four (4) weeks of vacation with pay

- B. Days of vacation for twelve (12) month employees shall be pro-rated at the rate of one (1) day per each two (2) complete calendar months worked, not to exceed five (5) days the first (1st) year of employment. After two (2) full years of employment, the employee shall receive two (2) full weeks of paid vacation.
- C. Vacations must be taken between June 15 and August 15 unless arrangements are made with the Superintendent of Schools.

Ten (10) Month Employees

Two (2) years of service	One (1) week vacation with pay
Five (5) years of service	Seven (7) days of vacation with pay
Seven (7) years of service	Eight (8) days of vacation with pay
Nine (9) years of service	Nine (9) days of vacation with pay
Ten (10) years of service	Twelve (12) days of vacation with pay
Thirteen (13) years of service	Thirteen (13) days of vacation with pay
Fourteen (14) years of service	Fourteen (14) days of vacation with pay
Fifteen (15) years of service	Fifteen (15) days of vacation with pay

- D. For ten (10) month employees, vacation pay shall be paid in a separate check at the close of the school year.
- E. Employees who work less than full-time shall have their vacation pay pro-rated according to the number of hours worked.
- F. If a holiday falls during a vacation period for twelve (12) month employees, an extra day of vacation with pay shall be granted.
- G. Employees terminating employment, or who are placed on a leave of absence shall receive pro-rata vacation allowance based upon one-twelfth (1/12) of their vacation pay for each month or major fraction thereof between July 1 and the employee’s termination date, or the date the employee is placed on the leave of absence, whichever is applicable.

Custodians Classification

Maintenance/Technician Engineer 1	<u>2009-10-11-12</u> \$16.84 (\$17.76) Contractual Amount
Maintenance Technician	\$16.84 (\$17.12) before pay-freeze
Groundskeeper/Snow Removal/Bus Maintenance	\$16.42 (\$16.69)
Custodial Services	\$15.05 (\$15.30)

Should the Fund Balance by \$300,000 in 2014-2015 (third year of agreement) and deficient reduction plan is satisfied, the board and association agree to a restoration of steps to the next step after the freeze year

that is the benchmark of initiation (steps frozen in 2012-2013 reinstated to the next consecutive step in 2014-2015). In 2014-2015 steps will be reinstated and there will be a 1.5% increase on the base. The parties agree to jointly monitor the district financial status on a regular basis and to monitor the deficit reduction plan. (2012)

Annual Longevity Pay: An annual longevity pay shall be paid to all bargaining unit members the first (1st) pay period of every December with the following seniority:

Twenty-five (25) or more Years	\$600.00
Twenty (20) Years to Twenty-five (25)	\$500.00
Fifteen (15) to Nineteen (19) Years	\$400.00
Ten (10) to Fourteen (14) Years	\$300.00

Vacations:

- A. Twelve (12) month custodial employees shall be granted the following vacation periods:
 - One (1) week vacation after one (1) year
 - Two (2) weeks vacation after three (3) years
 - Three (3) weeks vacation after six (6) years
 - Four (4) weeks vacation after fifteen (15) years
- B. A newly hired employee shall receive prorated vacation allowance during his/her first (1st) day of July following his/her date of hire. Every year thereafter, he/she shall earn his/her vacation time from July 1 until June 30 of each year. Employees hired between July 1 and December 30 may count their first (1st) school year when earning additional weeks of vacation. Employees hired between January 1 and June 30 may not count their first (1st) school year when qualifying for additional weeks of vacation.
- C. Employees may be allowed to take up to one-half (1/2) of the vacation time during the regular school year. All requests for time off must be made three (3) days in advance in writing. All requests for time off must be approved by the Superintendent or designee. In case of emergency, this could be waived.
- D. The normal vacation time will be from June 15 to August 15. Vacations at any other time must be cleared by the Assistant Superintendent.
- E. Any employee released for cause or who leaves without giving one (1) week notice shall not be eligible for vacation days, and all fringe benefits will cease as of the date notice is given.

When custodians are again part of the Westwood Heights Community School District they shall be part of the bargaining unit; the above benefits, salary, longevity and vacation pay shall be used as a guideline. Benefits, salary, longevity, and vacation pay shall be negotiated between the Employer and the Union.

ARTICLE XXVII
HOURS AND WORK WEEK

Cafeteria Employees:

- A. Working hours shall be determined by the cafeteria Director with the approval of the Superintendent.

- B. All overtime must be approved by the Cafeteria Director.
- C. The regular working hours per day for each employee will be as follows below. The parties recognize and agree that on any given day an employee's hours may be adjusted if production needs are significantly reduced due to occurrences such as a school closing or a low purchase count (low participation).

Technician 4 Kitchen Manager	4 to 7 Hours per Day
Technician 3 Bakers/Cooks	3 to 6-1/2 Hours per Day
Technician 2 Second Cook	3 to 6-1/2 Hours per Day
Technician 1 Dishwashers/Servers/Cashiers/Monitors	2 to 5 Hours per Day

- D. No employee will be paid for hours worked in excess of his/her regularly scheduled working hours, unless such hours are approved in advance by the Cafeteria Director.
- E. The Cafeteria Director will attempt to rotate any reduction of hours, with consideration being given to the qualifications of the employees and the capabilities required of the assignment.

Custodial and Secretarial Employees only: Whenever an employee is working extended days, i.e.: ten (10) hour days in the summer. Any week which has a holiday in it will be worked at the five day (5) day, eight (8) hour schedule and employees will receive the paid holiday off.

Custodial Staff:

- A. The regularly schedule work week shall consist of forty (40) hours, beginning at 12:01 a.m., Monday or Tuesday and ending one-hundred twenty (120) hours thereafter.
- B. The normal work day shall be up to eight (8) consecutive hours, unless the change is mutually agreed upon by both parties.
- C. The Employer reserves the right to change the work schedule, routine, order of rooms cleaned, etc., whenever necessary. The Union reserves the right to challenge the necessity of the change.

Secretarial Staff:

- A. The regularly schedule work week shall consist of forty (40) hours, beginning at 12:01 a.m., Monday or Tuesday and ending one-hundred twenty (120) hours thereafter.
- B. The normal work day shall be eight (8) consecutive hours, plus a one-half (1/2) hour unpaid duty free lunch period, unless the change is mutually agreed upon by both parties.
- C. The reference herein of either an eight (8) hour work day, or a forty (40) hour work week, is not intended to provide for a guarantee of either eight (8) hours per day, or forty (40) hours per week.

Custodial Staff only – Call Back: Whenever an employee is required to return to work after the completion of his/her regularly scheduled working hours, he/she shall receive: (A) the pay for the actual hours worked at the proper rate of pay; (B) a minimum of two (2) hours pay at his/her straight time hourly rate if the call back assignment entails less than sixty (60) minutes of labor; or (C) a minimum of four (4) hours pay at his/her straight time hourly rate if the call back assignment entails more than sixty (60) minutes of labor; whichever (A, B, or C) is greater.

No employee shall receive call back pay unless the call back was authorized by a designated representative of the Board.

Staff Meetings: Employees will attend staff meetings as determined by the building administrator.

Cafeteria and Paraprofessionals, Library Clerks and Recess Monitors – Overtime Rates Will be Paid as Follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one (1) week, for which overtime has not already been earned.
- B. Holidays which are paid for but not worked shall be counted as hours worked in computing all overtime payments.
- C. An employee shall not be required to take time off his/her normal work schedule to avoid the paying of overtime.
- D. All overtime must be authorized by a designated representative of the Board.
- E. The employee must have his/her card signed by the Board's designated representative on all overtime.

Custodians only – Overtime Rates Will be Paid as Follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
- B. Double time (2X) will be paid for all hours worked on Sunday, providing such hours are overtime.
- C. Holidays which are paid for but not worked shall be counted as hours worked in computing all overtime payments.
- D. An employee shall not be required to take time off his/her normal work schedule to avoid the paying of overtime.
- E. All overtime must be authorized by a designated representative of the Board.
- F. The employee must have his/her card signed by the Board's designated representative on all overtime.
- G. Persons having exhausted all available sick and personal days shall not be entitled to be in the overtime rotation.

Secretaries only – Overtime Rates Will be Paid as Follows:

- A. Time and one-half (1-1/2) will be paid for all time worked in excess of eight (8) hours in a twenty-four (24) hour period and all time worked in excess of forty (40) hours in one (1) work week, for which overtime has not already been earned.
- B. Time and one half (1-1/2) will be paid for all hours worked on Saturday (unless by mutual agreement otherwise)
- C. Double time (2X) will be paid for all hours worked on Sunday (unless by mutual agreement otherwise)

- D. An employee shall not be required to take time off his/her normal work schedule to avoid the paying of overtime.
- E. All time paid for under this Agreement shall be counted time worked for the purpose of computing overtime pay.

Distribution of Overtime: Overtime shall be divided and rotated as equally as possible within the building according to seniority and among those employees who regularly perform such work, provided they are qualified to perform such work.

ARTICLE XXVIII
DURATION OF AGREEMENT

This contract shall remain in effect from July 1, 2015 through June 30, 2018.

Westwood Heights School District

**Westwood Heights Educational Support
Personnel Association**

Board President

President/WHESPA

Date

Date

Superintendent of Schools

Secretarial Representative/WHESPA

Date

Date

Michigan Education Association

Date