

WESTWOOD COMMUNITY SCHOOLS

AND

AFSCME LOCAL NO. 1349

2005-2007

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2007 06 30
AFSCME
O C F T P X

AGREEMENT

Between

**BOARD OF EDUCATION
WESTWOOD COMMUNITY SCHOOLS**

And

**LOCAL NO. 1349
PUBLIC EMPLOYEES COUNCIL NO. 25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES**

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AGREEMENT

This Agreement is entered into this 15th day of November, 2005, between the Board of Education of the Westwood Community Schools hereinafter referred to as Employer, and Local No. 1349, Public Employees Council No. 25, of the American Federation of State, County, and Municipal Employees as hereinafter referred to as the Union on behalf of the Employees as hereinafter defined. It 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, pursuant to the provisions of the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, as amended.

ARTICLE I RECOGNITION

SECTION A

Pursuant to and in accordance with all applicable provisions of the Michigan Public Employment Relations Act, MCL 423.201 *et seq.*, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All regularly scheduled full-time and/or part-time: custodial and maintenance employees, bus drivers, cook managers, cooks, cook helpers, paraprofessionals, aides bus aides, hall security and hall security leaders, crisis intervention specialists, secretarial-clerical employees, and receptionist/benefits clerk.

Excluded: Superintendent's Secretary, Accountant, Assistant Supt. Secretary, Business Manager's Secretary, Operation Director's Secretary, Receptionist/Benefits Clerk. Payroll/Substitute Assignment Clerk, Executives, Supervisors, substitutes and all others.

ARTICLE II RIGHTS OF THE EMPLOYER

SECTION A

There is reserved exclusively to the Employer, responsibilities, powers, rights and authority vested in it by the laws and the Constitution of Michigan and the United States or which have been heretofore properly exercised by it, excepting where expressly limited by the provisions of this Agreement and under Act 379 of the Michigan Public Acts of 1965, as amended, also referred to as the Michigan Public Employment Relations Act, MCL 423.201 *et seq.* Rights reserved exclusively herein by the District, which shall be exercised exclusively by the District, include by way of illustration and not by way of limitation, the right to:

1. Management and control the school's business, the equipment, the operations and to direct the working forces and affairs of the Employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel, determine the number of shifts and hours of work, starting and ending times, length of the work year, and scheduling of all the foregoing, but not in conflict with the specific provisions of this Agreement, and the right to establish, modify or change any work or business hours or days.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees for just cause, transfer employees, effectuate an employee evaluation system, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation thereof or changes therein, and the instruction of new and/or improved methods or changes therein.

5. Adopt and revise reasonable rules and regulations.
6. Determine the qualifications of employees, which may include testing, provided such qualifications are reasonably related to the position.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the Employer shall not abridge any rights from employees as specifically provided for in this Agreement.

The above rights are not to be interpreted as abridging or conflicting with any provisions in this Agreement.

SECTION B

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules and 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.

SECTION C

The Board of Education retains the sole right and shall have the right to management and conduct its obligations, duties and responsibilities in accordance with the laws of the State of Michigan subject only to the condition that it shall not do so in any manner which constitutes an express violation of this Agreement.

ARTICLE III UNION SECURITY

SECTION A - DUES DEDUCTION

All employees in the bargaining unit, as a condition of employment shall have deducted from their pay monthly, either membership dues of the Union or representation fees. Employees who are hired or become members of the bargaining unit after the effective date of this Agreement shall have such deductions commence upon the expiration of the probationary period.

SECTION B - AMOUNT OF DUES/FEES

The Union shall certify to the Employer by January 1 of each year the membership of the Union subject to deduction of membership dues and the amount of the Union dues to be deducted. The Union shall also

certify to the Employer by January 1 of each year the amount of the representation service fee to be deducted.

SECTION C - MONTHLY INSTALLMENTS

These amounts so certified shall be deducted in equal installments and forwarded to the Union's Treasurer on or before the fifteenth (15th) day of each month following the month in which deductions were made. A listing of each employee, and the amount that is deducted each month shall accompany the deductions remitted to the Union.

SECTION D

An employee who shall render an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership or pay a service fee shall be deemed to meet the conditions of this section.

SECTION E

Employees shall be deemed to be members in good standing within the meaning of this section if they are not more than thirty (30) days in arrears of payment of membership dues or the service fees.

SECTION F

The Employer agrees to deduct the Union membership initiation fee assessments, and once each month, dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer by the first pay period of the current month, after such deductions are made.

SECTION G

The Employer also agrees to deduct the Union PEOPLE contribution from the pay of those employees who individually authorize the deduction in writing according to the procedures specified in the authorization document from the Union signed by the employee, provided such contribution and deduction procedures are in compliance with any applicable requirements of law and provided such deduction procedures can conform to the requirements of the payroll system for voluntary deductions.

SECTION H DISPUTES

The Union has established a policy and procedure applicable to disputes about payment of representation service fees. The remedies set forth in that policy shall be exclusive, and unless and until such procedures shall have been availed of and exhausted, no dispute, claim or complaint by an objecting bargaining unit member concerning the application and interpretation of this article shall be subject to the grievance procedure set forth in this Agreement.

SECTION I. SAVE HARMLESS

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, costs, awards, suits or other forms of liability including but not limited to back pay, damages and court or

administration agency costs that may arise out of or by reason of any action taken by the Employer for the purpose of complying with this article.

ARTICLE IV UNION RIGHTS, REPRESENTATION, SPECIAL CONFERENCES AND COMMITTEES

SECTION A

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 designates 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 becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer and any employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

SECTION B.

Employees selected by the Union to act as union representatives shall be known as "stewards". One of the stewards shall be designated as "chief steward". Seven (7) stewards shall represent employees in the following areas: custodial/maintenance first shift, custodial maintenance second shift, secretaries, and paraprofessionals and teacher aides, food service, transportation. In addition, a "chief steward" shall be designated. The names of the employees selected as stewards and chief steward and the names of other union representatives who may represent the employees shall be certified in writing to the Employer by the Local Union, and the individuals so certified shall constitute the Union Grievance Committee. Wherever a steward has been designated, an alternate may be designated to act in the absence of the steward.

A steward, upon request, will be allowed time off the job without loss of time or pay to investigate and process grievances without undue delay. A steward must make satisfactory arrangements with his supervisor to be absent from his regular assignment. Union representatives shall be released from their regular work assignment without loss of time or pay to attend a meeting or conference called by the Employer.

Any abuse of release time shall be subject to special conference. The Union shall be given a written notification of said violation.

The Local Union President and/or designated representatives shall be released from regular duties without loss of time or pay, upon request, for a combined total of eight days per school year to attend Union workshops, seminars, conferences and conventions, such request to be made at least ten working days in advance.

SECTION C

The Employer agrees that during working hours, on the Employer's premises and without loss of pay, up to two (2) Union representatives (Union stewards and/or Local President) shall be allowed reasonable time when necessary to post Union notices, distribute Union literature, transmit Union communications to the Employer and consult with the Employer and AFSCME Council No. 25 concerning the enforcement of any provisions of this Agreement.

Up to six (6) Union representatives shall be allowed time off without loss of pay to attend negotiating meetings.

SECTION D

The Employer agrees that accredited representatives of the American Federation of State, County and Municipal Employees, whether local Union representatives, district council representatives, or international representatives, shall have full and free access to the premises of the Employer at any time during working hours to conduct Union business.

During the hours of 8:00 a.m. and 5:00 p.m., notification shall be given to the office of the Assistant Superintendent, and the building principal when the Union representatives are to be in the building.

SECTION E

The Employer agrees to furnish and maintain bulletin board spaces sufficient to accommodate the posting requirements of this Agreement and notices and bulletins by the Union to the employees in accessible places in common work areas to be used by the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards.

The Union will be permitted the use of school facilities for regular and special business meetings of the Union and for committee meetings on Union business as well, provided that such use is requested and can be arranged in advance without disrupting other commitments for use of premises and without incurring additional cost to the district.

SECTION F

When existing rules are changed or new rules are established, the following procedure shall apply:

1. Prior to the establishment of work rules the Local Union shall be given the opportunity to meet and confer with the Employer regarding the need, application and reasonableness of the rule.
2. Rules shall be posted prominently on all bulletin boards for a period of ten (10) consecutive work days before becoming effective.
3. Informing Employees: The Employer further agrees to furnish each employee in the bargaining unit with a copy of all existing work rules thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

4. Enforcing: Employees shall comply with all existing reasonable rules that are not in conflict with terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint 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. A grievance concerning the reasonableness of a rule shall be submitted at the Superintendent's level of the Grievance Procedure.
5. For purposes of illustration, work rules shall be defined as those rules under which work is performed, such as:
 - a. receive authorization prior to leaving an assigned work area
 - b. not consume alcoholic beverages while on the job
 - c. not take home school district property without proper authorization
 - d. duly enacted policies of the Board, subject to the provisions of subsection J, above.

SECTION G.

Special conferences for important matters will be arranged between the local president and the Employer or its designated representatives upon the request of either party.

Such meetings shall be between three (3) representatives of the Employer and three (3) representatives of the Union. Arrangements for such special conferences shall be made within three (3) days following the request and 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. Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

SECTION H.

A safety committee of employees and Employer representatives is hereby established. This committee will include the officers of the Local Union and shall meet when necessary during regular daytime working hours for the purposes of making recommendations to the Employer. Said meetings to be set by mutual agreement. Any health and safety disputes shall be addressed through a special conference.

SECTION I.

The Employer shall pay the cost of any medical test, x-rays, or physical examination, licenses, classes or any other test required by law to maintain the employee's skill and/or qualifications for the employee's position, or by the Board of Education to maintain the employee's skill and/or qualifications for the employee's position. This does not include examinations, licenses, classes or tests required to become qualified for a new pay rate or position initially. The cost of such licenses, classes or any test shall be reimbursable after successful completion by the employee. The Employer is under no obligation to reimburse an employee for any unsuccessful attempt.

SECTION J.

The Employer and the Union mutually subscribe to the value of an effective employee assistance program and encourage the continuation of such a program to the extent that it serves its intended purpose and is cost effective. The Employer and the Union will jointly promote this program as beneficial to employees in their work and family life.

SECTION K. EMPLOYEE PROTECTION

An employee may use reasonable force as necessary to protect him/herself or others from an assailant, provided that such action is in compliance with the employee's job descriptions, Board Policy, or as directed by an administrator.

In the event that such a confrontation results in the employee being criminally charged for his/her such action, the Board shall pay for legal representation to defend the actions of said employee. Counsel for the employee shall be selected by the Board.

ARTICLE V GRIEVANCE PROCEDURE

SECTION A

The ultimate goal is to resolve the problem at the first possible step. Every effort shall be exhausted at each step before appealing to the next step. It is the responsibility of each party to sincerely endeavor to resolve the problem at the earliest opportunity.

SECTION B

A grievance exists when a problem or misunderstanding concerning the Agreement between an employee and his/her immediate supervisor fails to be resolved as a result of a discussion between the employee, or his/her Union representative, and the employee's immediate supervisor, and when said dispute is reduced to writing and processed in the prescribed manner.

SECTION C

Any grievance as defined above which may arise between the parties to this Agreement shall be processed in the following manner:

STEP 1 The Union representative, with or without the employee, may present the grievance, in writing, to the Supervisor within five (5) working days of the date of the incident giving rise to the grievance or the time at which the employee should have known of its occurrence through the exercise of reasonable diligence. Written grievances as required herein shall contain the following:

- (a) It shall be signed by the grievant or grievants.
- (b) It shall be specific and concise.
- (c) It shall contain a synopsis of the facts of the incident giving rise to the grievance.

- (d) It shall cite the section or subsections of the Agreement alleged to have been violated, misinterpreted or misapplied.
- (e) It shall contain the date of the incident giving rise to the grievance.
- (f) It shall specify the relief requested.

A grievance shall not be changed after it has been reduced to writing. The Supervisor shall attempt to adjust the grievance and shall respond, in writing, to the steward within five (5) working days.

STEP 2 If the grievance has not been settled, it may be presented, in writing, by the Union representative or the Union grievance committee, to the Assistant Superintendent or his/her designee within three (3) days after the Supervisor's response is due. The Superintendent or his/her designee shall have a maximum of seven (7) working days to discuss the grievance and respond, in writing, to the Union representative or grievance committee.

STEP 3 If the grievance is still unsettled, either party may, within fifteen (15) days after the reply of the Superintendent or his/her designee is due, by written notice to the other, request arbitration.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) days after notices have been given. If the parties fail to select an arbitrator, the selection of the arbitrator shall be made by the parties through the American Arbitration Association in accordance with its rules.

Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record made, it may do so, providing it pays for the making of the verbatim record and provides a copy without charge to the other party and to the arbitrator.

The decision of the arbitrator shall be final and binding on both parties to this Agreement.

The arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms in this Agreement.

ARTICLE VI SENIORITY

SECTION A

New 12 month employees hired in the unit shall be considered as probationary employees for the first ninety (90) days of work actually performed. Less than twelve (12) month new employees shall serve a probationary period of ninety (90) days of work actually performed, which must fall during the school year. When an employee completes the probationary period by accumulating ninety (90) days of work, he/she shall be entered on the seniority list of the unit and shall rank for seniority from the ninety (90) days of work prior to the day he/she completed the probationary period.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this Agreement, except that probationary employees may be discharged or disciplined for other than Union activity by the Employer and the provisions of Article V Grievance Procedure and Article IX Employee Records, Discipline and Discharge of this Agreement shall not apply and the Union shall not contest the Employer's action.

SECTION B

An employee shall accumulate seniority in the bargaining unit, in the department and in the job classification in which the employee works in accordance with the time worked in the bargaining unit, department and job classification from the employee's date of hire. Department and job classification seniority is not cumulative and may be exercised only within the respective department or job classification in which it is accumulated. Movement from one department or job classification to another shall not terminate seniority the employee has accumulated in any other departments or job classifications, provided there has been no break in continuous employment of the employee in the bargaining unit.

Seniority departments and job classifications in rank order within each department shall be as follows:

CUSTODIAL/MAINTENANCE DEPARTMENT

1. Plant Engineer
2. Assistant Plant Engineer
3. Head Custodian
4. Custodian

SECRETARIAL/CLERICAL DEPARTMENT

1. Secretary

FOOD SERVICE DEPARTMENT

1. Satellite Kitchen Manager
2. Cook Manager
3. Cook
4. Cook Helper

PARAPROFESSIONAL/TEACHER AIDE DEPARTMENT

1. Paraprofessional
2. Teacher Aide

SECURITY DEPARTMENT

1. Crisis Intervention Specialist
2. Hall Security Leader
3. Hall Security/In-House Detention

TRANSPORTATION DEPARTMENT

1. Bus Driver
2. Bus Aide

SECTION C

If an employee is rehired within twelve (12) months after resignation or transferred to a position under the Employer not included in the Unit and is thereafter transferred again to a position within the Unit, he shall retain all prior accumulated seniority. Employees rehired or transferred under the above circumstances shall retain all rights accrued for the purpose of any compensation or benefits provided for the duration of this Agreement, unless the Union and the employee agree to accept less compensation and/or benefits to return the employee to work in the bargaining unit. An employee shall be considered transferred when he/she accepts another position of employment in the school district that is not included in the Union and continue his/her employment with the School District without any significant break in service.

SECTION D

An employee will lose seniority upon discharge, termination, resignation, failure to accept recall, quit, or abandonment which are not reversed through grievances. Seniority shall not accrue during a layoff or unpaid leave of absence and an employee's seniority date and rank shall be adjusted upon return from such layoff or absence. However, a bargaining unit member who is eligible to accept a substitute teacher assignment with the Employer will not lose seniority in the bargaining unit or the classification from which he or she takes leave to serve as a substitute teacher for the school district provided the bargaining unit member continues his/her membership in the Union and pays his/her membership dues or continues to pay the representative service fee instead. The time on leave to serve as a substitute teacher will accumulate as seniority.

ARTICLE VII - VACANCIES, PROMOTIONS AND TRANSFERS

SECTION A

Job vacancies will be posted, in a conspicuous place in each building for a period of seven (7) calendar days, setting forth the minimum requirements for the position. The Employer will notify the Union when posting of a vacancy will be delayed more than five (5) work days from the date an employee leaves a position or when a vacancy will not be posted and provide the reasons why. Employees interested in the posted vacancy shall apply within the seven (7) calendar day posting period. The vacancy will be filled if possible within sixty (60) days of posting, provided candidates acceptable to the Employer make application. Probationary employees will not be considered for a vacancy until after satisfactorily completing the probation period in the position for which he or she is initially hired. If no candidate is deemed acceptable, the Employer shall explain to the Union why none of the candidates are acceptable.

Vacancies will be awarded on the basis of qualifications and seniority. A vacancy shall be awarded to an applicant who is determined by the Employer to have the best qualifications for the position by training and experience. If there is no such qualified employee from the bargaining unit for the position, the vacancy will be filled by the Employer with the applicant the Employer decides to hire.

An employee laid off from a department, who does not have previously acquired seniority in another department and has not been recalled to the position in the classification and department from which the

employee was laid off, will be considered for hire in the next available vacancy that arises in the Custodian, Paraprofessional, Hall Security/In-House Detention, and/or Cook Helper classifications before hiring a person who has not worked for the School District previously, provided the laid off employee to be considered possesses the requisite qualifications for the vacancy. The Employer retains the right to award the vacancy to an application who is determined by the Employer to have the best qualifications for the position by training and experience. Entitlement of a laid off employee to consideration under this provision shall expire and terminate if the employee is recalled to a position, equivalent to the position the employee is laid off from, pursuant to the recall provisions of the Agreement, if the employee declines the offer of return to employment with the School District or the entitlement of the employee to recall under the terms of the Agreement expires, whichever occurs first.

When an employee applicant from within the job classification, department, or bargaining unit is awarded the position, the employee shall be in a trial period for the first sixty (60) days of work actually performed to determine the employee's actual ability to perform the job and the desire of the employee to remain in the job. During the sixty (60) days trial period, the employee will be paid at the higher wage rate of the new position, but will not be eligible for any increased benefits until he or she has completed sixty (60) work days in the new position. The employee may be returned to his/her former position by the Employer if it is determined that the employee does not have the ability to perform the job satisfactorily at any time during the trial period. The employee may return to his/her former position within the first thirty (30) days of work during the trial period should he/she decide the job is not satisfactory.

In the event the senior employee applicant is denied a vacancy, the reasons for the denial shall be given in writing to the employee and the Union upon request. In the event the senior employee applicant disagrees with the reasons for the denial, it shall be a proper subject for the grievance procedure.

ARTICLE VIII - LAYOFF PROCEDURE

SECTION A

When the Employer determines it is necessary to reduce the size of the work force, employees shall be reduced in order of the least seniority within the job classification being reduced, provided there are more senior employees within the job classification remaining who possess the qualifications to perform the position(s) available. An employee who is laid off from the job classification being reduced, will be retained in an available position in a lower ranked job classification within the department for which he/she is qualified, on the basis of the employee's accumulated seniority in the department. If there is no available position in a lower ranked job classification within the department for the position which the employee is qualified and eligible by department seniority, the employee will be retained in an available position in a job classification in another department in which the employee has accumulated department and job classification seniority, if he/she is qualified for the position and more senior than those employees assigned, on the basis of his/her previously accumulated department and job classification seniority. Employees who are displaced from a job classification because of a reduction of another job classification shall be retained in available position according to the same procedure.

SECTION B

Employees to be laid off for an indefinite period of time shall have at least twenty (20) working days notice of layoff, if possible. The local Union shall receive notice of the same.

SECTION C

Employees who have satisfactorily completed the probationary period and who are laid off shall be recalled to the next available vacancy in the job classification from which they were laid off, equivalent to the position the employee is laid off from, or in which they may exercise their accumulated seniority, which may arise within a period equal to the length of his or her seniority from the effective date of their layoff not to exceed three (3) years. An employee who is recalled must communicate acceptance in writing within fifteen (15) days from the date notice of recall is sent and begin work on the designated date to return. Failure to do so will result in loss of seniority and any right to recall. Notice shall be sent to the last address on file with the Employer. It is the responsibility of the employee to provide the Employer with notification of any change in address.

ARTICLE IX EMPLOYEE RECORDS, DISCIPLINE AND DISCHARGE

SECTION A

Disciplinary action or measures shall include only the following and need not be in the order stated for serious offenses:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Discharge

Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee or for conduct or behavior that adversely impacts his or her ability to be a public school employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance 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 the other employees or the public.

SECTION B

In imposing any discipline on a current charge, the Employer will not take into account any prior reprimands which occurred more than two (2) years previously if the employee has not engaged in a repeated act of misconduct during the previous two (2) years nor impose discipline on an employee for falsification of his employment application after a period of three (3) years from his/her date of hire, if the falsification is inconsequential, does not involve dishonest, immoral or criminal behavior and does not directly impact upon the employee's qualifications and abilities to perform the job or be a public school employee.

SECTION C

Employees who have satisfactorily fulfilled the probationary period shall not be disciplined or discharged without just cause. If, in any case, the Employer decides it is prudent or necessary, the employee involved may be suspended during the investigation pending the final decision on the discipline or discharge to be imposed. The employee and the union will be notified in writing that the employee has been suspended pending a final decision to be made upon completion of the investigation. Should a period of ten (10)

work days pass without a communication to the Union representative about the investigation, upon request of the Union representative, and within seventy-two (72) hours after the request, the Employer will meet with the employee and the Union representative during the period of suspension pending a final decision to advise them of the status of the investigation. The Union shall have the right to contest the period of suspension and discipline or discharge imposed as a grievance at the proper step of the grievance procedure after the final decision is made by the Employer and communicated in writing to the employee and the Union.

SECTION D

No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to read the material.

The employee shall have the right to answer any materials filed and any answers shall be attached to the file copy.

The employee shall be permitted to review material in the file in accordance with the Bullard-Plawecki Act.

SECTION E

Pursuant to the policy of the Employer to maintain a workplace absolutely free from the effects of illegal drugs and/or alcohol consumption by employees, an employee may be required to submit to a drug and/or alcohol test upon reasonable suspicion of the employee being at the workplace after having consumed drugs or alcohol by any means. The test will be one that is established and accepted as a reliable testing method by medical experts knowledgeable and experienced in the field of drug and alcohol testing and will be administered by professional medical personnel at an established and reputable laboratory for such testing. An employee may be required to first submit to a breathalyzer test administered by an individual trained to do so. Refusal to submit to testing as specified will constitute insubordination by the employee for which the employee may be discharged as determined by the Employer.

ARTICLE X

WORK SCHEDULES AND CONDITIONS - CUSTODIAN/MAINTENANCE

SECTION A

The regular hours of work each day shall be consecutive except that they will be interrupted by a lunch period of ½ hour, or as mutually agreed upon, scheduled at the middle of the shift.

SECTION B

The normal school year work week shall consist of five (5) consecutive eight (8) hour days, Monday to Friday, inclusive. During the summer recess months, the work week may be modified to four (4) consecutive the (10) hour days Monday to Thursday or Tuesday to Friday.

SECTION C

Eight (8) or ten (10) consecutive hours of work within the 24 hour period beginning at midnight shall constitute the regular work shift in agreement with Section A.

SECTION D

Eight (8) or ten (10) consecutive hours of work shall constitute a work shift except that they will be interrupted by a paid lunch period of ½ hour. All employees shall be scheduled to work on a regular work shift, and each work shift shall have a regular starting and quitting time, in agreement with Section A.

SECTION E

At the beginning of the school year, work schedules showing the employees' school area, shifts, work days and hours shall be posted on all department bulletin boards at all times.

Except for emergency situations or demonstrated need to change for operational efficiency, work scheduled shall not be changed unless the changes are mutually agreed upon by the Union and the Employer.

SECTION F

All employee's work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall be scheduled at the middle of each one-half shift whenever this is feasible.

SECTION G

During summer break, when school is not in session and scheduling of work permits, all employees will be allowed to work days.

SECTION H

Regular custodians are not to discriminate, in any way whatsoever, discourage, impede and/or obstruct substitute custodians from doing the work required of them in the areas for which they were temporarily hired.

SECTION I

Custodians present with the most seniority in the buildings are required to instruct, guide, counsel and cooperate in every possible way with the substitute custodians in showing them the areas that are to be cared for, how these areas are to be maintained, location of cleaning materials, equipment, job descriptions, schedules and in every way, cooperate with the substitute custodians so that they can effectively do the job to the credit of the custodial organization.

This instruction to be undertaken only at the request of the School Services Department, usually for beginning substitute custodians. The custodian undertaking this instruction will be compensated with one hour overtime over and above his regular eight (8) hour shift.

WORK SCHEDULES AND CONDITIONS - SECRETARIES

SECTION A

The normal work day shall commence at 7:30 a.m. and end at 4:00 p.m. However, variations of this schedule may be made to coincide with the school day. The normal work week shall be five consecutive workdays as stated above, Monday through Friday. Whenever work is in excess of such standard work day or week, employees shall be compensated as per Article X, GENERAL SECTION D.

SECTION B

All secretaries shall be entitled to a duty free uninterrupted lunch period not to exceed one hour of which one-half hour shall be paid.

SECTION C

All secretaries shall be entitled to 15 minutes a.m. and p.m. uninterrupted paid relief time.

SECTION D

No secretaries shall call for substitute teachers except during the hours of the regular work day.

SECTION E

Regular secretarial employees working less than 52 weeks requested to work additional weeks in beyond their regular assignment will accumulate sick leave and vacation time on the proportionate basis that they would if they were on the 52 week schedule. Further, they will be paid at their regular rate of pay.

SECTION F

No secretary shall be left responsible for any school building. Whenever it is necessary for the principal or his assistant to be away from the building, a designated teacher or other person of responsibility shall be left in charge.

SECTION G

Shift preference will be granted on the basis of seniority and job function within the classification.

SECTION H

In the event transfers appear to be necessary, lists of available positions in other schools and departments shall be posted for five (5) working days.

SECTION I

Each secretary shall be the holder of a high school diploma or comparable certificate as granted by an authorized institution or possess equivalent skills and qualifications to perform secretarial tasks.

WORK SCHEDULES AND CONDITIONS - FOOD SERVICE

SECTION A

Employee's work schedules may vary from cafeteria to cafeteria. Lunch program work schedules shall be the responsibility of the cafeteria supervisor.

SECTION B

Every effort shall be made to have as many employees as possible work on professional development and employees working on these days shall receive their regular rate of pay for all hours worked.

SECTION C

Cafeteria employees are to be paid time and one-half the employee's regular rate of weekdays and double time on Saturdays and Sundays for a minimum of three (3) hours when employees are requested to work on extra activities involving the use of kitchen or equipment unless other agreed upon. Whenever the kitchen is to be used for cooking and serving purposes by persons or groups other than food service employees, an employee will be asked to work in a supervisory position. The request must be made in writing. Employees to be selected shall be on a school seniority basis.

SECTION D

Cafeteria employees assigned to four (4) or more hours shall receive a minimum of four (4) hours pay for having reported to the work place. Those employees assigned to less than four (4) hours shall receive pay for the number of hours assigned, having reported to the work place.

WORK SCHEDULES AND CONDITIONS - TRANSPORTATION

SECTION A

Notwithstanding any other provision of this section, bus drivers, for all time worked on "field trips" and "athletic runs," shall be paid at the bus driver regular hourly wage rate. The appropriate overtime rate shall be paid for all hours worked over forty (40) in any one week. If the bus driver drives a "field trip" or "athletic run" instead of his or her regularly assigned run, the bus driver shall not be paid less than the amount he or she would have earned for driving his or her regularly assigned run forfeited for the "field trip" or "athletic run." Any errors in assignment of hours will be resolved by offering the next available overtime hours to the employee. Any employee may be bypassed where the offer of the hours to another employee does not result in overtime pay.

SECTION B

All safety sensitive employees shall be required to submit to and pass all physical examinations required by state or federal laws, including testing required pursuant to the Omnibus Transportation Employee Testing Act of 1991, 45 USC § 431 and its implementing regulations. The Board will develop and implement a written testing policy in accordance with the standards and criteria contained in the implementing regulations of the Omnibus Transportation Employee Testing Act of 1991, 45 USC § 431 and not in conflict with the provisions of this Agreement.

SECTION C

Except as provided in Article XII, SECTION H, on days when bus runs are not scheduled (e.g., teacher records day, etc.), bus aides shall not report for work and shall not be paid for such day. At the beginning of the school year, work schedules for driver's/aide's route, start and end times will be bid. Due to long term changes in student schedules, increases or decreases in riders, it may be necessary to make adjustments to route and with a three day notice, start or end times to maintain operational efficiency. The affected driver/aide and the Union will be provided prior notice to any changes.

WORK SCHEDULES AND CONDITIONS - GENERAL

SECTION A

Time cards are the official record maintained by the district for payroll purposes. Failure to correctly punch a time card shall require verification of the supervisor.

SECTION B

Work schedules for full time employees shall provide for a fifteen minute rest period during each one-half shift or AM and PM period. The rest period shall be scheduled at the middle of each one-half shift whenever it is feasible. Employees who for any reason work beyond their regular quitting time into the next shift shall receive a fifteen minute rest period before they start to work on such shift. In addition, they shall be granted the regular rest periods that occur during the shift.

SECTION C

Other employees working five (5) hours or more a day shall be scheduled an unpaid one-half (1/2) hour lunch period. Employees working three (3) hours or more per day may take a total of fifteen (15) minutes break away from their job.

SECTION D

Time and one-half of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions but compensation shall not be paid twice for the same hours:

1. All work performed in excess of eight (8) hours in any work day, unless the work is part of the regularly scheduled forty (40) hour work week for the employee.
2. All work performed in excess of forty (40) hours in any work week.
3. All work performed on Saturday shall be at time and one-half the employee's regular hourly rate of pay.
4. Double time shall be paid for all work on Sunday.
5. An offer of overtime hours in addition to the regularly scheduled hours of an employee, except bus drivers or bus aides, shall be made in order of job classification seniority within the job classification and building in which the hours arise. Should the offer of overtime hours not be accepted by any employees in the job classification,

other than bus drivers and bus aides, the offer of hours shall be made in order of department seniority within the department in which the hours arise. Should the offer of hours not be accepted by any department employees, other than transportation department employees, the hours may be assigned by the Employer by a reverse seniority rotation method within the department in which the hours arise by departmental seniority. Any errors in assignment of hours will be resolved by offering the next available overtime hours to the employee. Any employee may be bypassed where the offer of the hours to another employee does not result in overtime pay.

SECTION E

The Employer agrees not to split positions in order to avoid payment of fringe benefits.

SECTION F

Except as provided in Article XII, SECTION H, when an employee reports for and starts to work as scheduled and is excused from duty before completing four (4) hours work, the employee shall be paid at the employee's regular rate for four (4) hours work, or their regular hours if less than four (4) hours, at the appropriate rate. When that employee is called to work outside of his regularly scheduled shift, that employee shall be paid for a minimum of two (2) hours work except for the portion which overlaps his/her regular shift. The employee shall then be paid for his/her regular work shift at the appropriate rate.

SECTION G

No employee covered by this Agreement shall be permitted to operate a Westwood School District school vehicle if that person's driving record fails to meet the requirements for standard automobile insurance, for coverage applicable to the school vehicle to be driven or if that employee does not possess the necessary certification and endorsements.

SECTION H

Telephone facilities shall be made available to employees for their reasonable use, and unauthorized long distance calls are not to be made.

SECTION I

Adequate parking facilities shall be made available to employees.

SECTION J

Should it be necessary for a bargaining unit employee to be utilized for classroom supervision in the absence of the regularly assigned teacher, the bargaining unit employee will be paid \$7.00 per hour in addition to the employee's regular rate of pay for each hour of such classroom supervision. Bargaining unit employees utilized for such classroom supervision shall be under the direct supervision of a certified staff member.

ARTICLE XI HOLIDAYS

SECTION A

Paid holidays shall be recognized and observed in accordance with the SCHEDULE OF PAID HOLIDAYS. Employees shall be eligible for holiday pay under the following conditions:

1. The employee would have been scheduled to work on such day if it had not been observed as a holiday unless the employee is on a vacation.
2. The employee worked his last scheduled work day prior to and the next scheduled work day after the holiday.
3. If a holiday is observed on an employee's scheduled day off or vacation, he shall be paid for the unworked holiday.
4. Employees who have established seniority, but who are on inactive status due to paid sick leave, shall receive pay for such a holiday that occurs during that period.
5. An employee who is absent the day before or after a holiday due to illness must submit a doctor's statement verifying the illness to receive holiday pay, unless excused by the supervisor.
6. All employees must be regularly scheduled to work 25 hours per week or more to qualify for holiday pay.

SECTION B

Whenever any of the holidays fall on a Saturday, the preceding Friday, or a mutually agreed day, shall be a paid holiday, providing school is not regularly in session. Whenever any of the holidays fall on a Sunday, the succeeding Monday, or a mutually agreed day, shall be a paid holiday, providing school is not regularly in session.

Secretaries will be permitted to leave ½ hour earlier than normal for all work days preceding a holiday, and on national election days.

SECTION C

If an employee works on any of the holidays listed above, he shall be paid double time for all hours worked during the first eight (8) hours of work and triple time for all hours worked in excess of the first eight (8) hours worked. Eligible employees who perform no work on a holiday shall be paid the current daily rate of pay.

For the purpose of computing overtime, all holiday hours, worked or unworked, for which an employee is compensated shall be regarded as hours worked. (Hour for Hour)

Employees who may be requested to work on a holiday and have accepted such holiday work assignment, who are scheduled to work on the holiday and then fail to report or perform such work, without reasonable cause, shall not receive holiday pay under this holiday pay section.

An employee may use paid leave days in lieu of vacation/unpaid time during Christmas and Easter holiday recess non-work days.

If school for students begins prior to Labor Day and employees are on a regular five (5) day work schedule, the Friday before Labor Day will be given as a paid holiday.

SCHEDULE OF PAID HOLIDAYS

HOLIDAY	CUSTODIAL/ MAINTENANCE	SECRETARY (12 month)	SECRETARY (10 month)	FOOD SERVICE	BUS DRIVER/ BUS AIDE/ HALL SECURITY	CHAP I: ART III AIDE/ PARA- PROFESSIONAL
New Year's Day	X	X	X	X	X	X
Day after New Years	X	X	X			
Martin Luther King's Birthday	X	X	X	X	X	X
Good Friday *	X	X	X	X	X	X
Easter Monday	X	X	X			
Employee Birthday **	X	X	X	X		
Mid-winter Break	X	X	X	X	X	X
Memorial Day	X	X	X	X	X	X
July 4	X	X				
Labor Day	X	X	X	X	X	X
Thanksgiving Day	X	X	X	X	X	X
Friday after Thanksgiving	X	X	X	X	X	X
Christmas Eve	X	X	X	X	X	X
Christmas Day	X	X	X	X	X	X
Christmas Break ***	X	X	X			
Christmas Break ***	X	X	X			
Christmas Break ***	X	X	X			
New Year's Eve	X	X	X			

* Good Friday as a paid holiday shall be determined as a fully day or a half day according to the current school calendar. On Good Friday, employees shall be paid four (4) hours pay when it is determined to be a half holiday, or eight (8) hours if it is determined to be a full holiday.
 ** Employee's Birthday shall be observed on the Tuesday following Easter.
 *** Dependant upon the number of work days which fall between Christmas Eve and New Year's Day.

ARTICLE XII PAID LEAVE DAYS

SECTION A

Employees regularly scheduled to work five (5) hours or more per day after satisfactory completion of the probationary period shall be permitted to accumulate, without limit except as provided otherwise, one (1) leave day per month for each month that the employee works at least one-half (½) of the month. Leave days shall accumulate in a leave day bank with annual maximum accrual according to the following schedule:

- Twelve month positions - Twelve (12) days each fiscal year
- Ten month positions - Ten (10) days each fiscal year

Employees shall be credited only with leave days earned during the year. Employees working less than five hours will be eligible for 50% of the annual paid leave available for five hours or more employees, paid at the employee's regular daily rate of pay. Except for Paraprofessionals/Teacher Aides, any leave days accumulated at the close of the fiscal year shall be carried forward. Paraprofessionals/Teacher Aides shall be paid at the end of each fiscal year for unused leave days. If an employee is absent in excess of his earned leave day bank, deductions in the amount equal to one (1) day's pay for each day of absence shall be made from his/her salary check in the pay period following each excess absence. Reimbursement shall be made for such deductions at the end of the fiscal year if the employee has earned leave days to his credit and requests such reimbursement.

SECTION B

Absences which may be charged to an employee's leave day bank are as follows:

1. Personal illness, quarantine or exposure to contagious disease.
2. Emergency illness in the immediate family when no other arrangements can be made for necessary care. The time allowable shall not exceed five (5) working days. (Immediate family as defined in 3 below.)
3. Death in the immediate family, relatives or close friends.

The immediate family includes spouse, children, father, mother, father-in-law, mother-in-law, grandfather, grandmother, brothers, sisters and any other relative or friend for whose funeral arrangement the employee is responsible.

The time allowable for each situation shall not exceed five (5) working days.

Attendance at funerals of close relatives (other than the immediate family as defined in Section 3 above) and friends. The time allowable shall not exceed three (3) working days.

4. Employee's wedding or immediate family's wedding.

For the employee's own wedding, the time allowable shall not exceed five (5) working days.

For attendance at weddings in the immediate family the time allowable shall not exceed three (3) working days.

5. Required court appearance other than jury duty.
6. Other items of a nature of an emergency approved by the Superintendent of Schools or the Superintendent's designated representative.
7. Attendance at meetings of professional organizations.
8. Food service employees may use paid leave days on professional development days and teacher records day when there is no work to perform.

No leave days will be granted contiguously prior to or following a holiday and/or vacation period, except in case of emergency approved by the Superintendent of Schools or his/her designee. It shall be the responsibility of the employee to provide the Superintendent of Schools or his/her designated representative with sufficient information upon which to determine if a legitimate emergency exists.

SECTION C

Additional days to be used for personal business shall be granted each fiscal year after satisfactory completion of the probationary period, and shall accumulate as leave days if unused during the fiscal year.

Personal business days shall be granted according to the following schedule and shall be prorated for employees commencing or terminating during the fiscal year.

Secretaries/Custodians	-	Five (5) days
Bus Drivers/Food Service	-	Two (2) days
Bus Aides/Security	-	Two (2) days
Paraprofessionals/Teacher Aides	-	Two (2) days

Personal business or emergency.

Personal business days shall be used to attend to matters of an urgent nature which require the personal attention of the employee. Leave days for personal business must be requested in advance through the office of the Superintendent of Schools, or his/her designated representative with a twenty-four (24) hour minimum notice except in an emergency. No more than five (5) personal business leave days per school year will be granted according to SECTION A of this Article. No more than three (3) personal business leave days will be granted consecutively, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. No personal business leave days will be granted contiguously prior to or following a holiday and/or vacation period, except in case of emergency approved by the Superintendent of Schools or his/her designated representative. It shall be the responsibility of the employee to provide the Superintendent of Schools or his/her designated representative with sufficient information upon which to determine if a legitimate emergency exists.

SECTION D.

Employees reporting at the beginning of their work period shall be paid for the actual hours worked and the balance charged to the employee's leave day bank if they are forced to leave their work assignment because of illness or emergency situation. Use of leave is limited to multiples of four (4) hours one-fourth (1/4) of a day (two hours).

SECTION E.

Leave days are a benefit and are not to be abused. The use of leave days is monitored by the district for patterns of abuse: an example would be taking a leave day shortly after days are allocated each month. When a pattern of absences exists, an employee may be required to furnish a doctor's statement upon his/her return to work. Disciplinary action may be imposed for continued abuse of leave days.

An employee may be requested to furnish a doctor's statement if he/she consistently uses sick leave one (1) or two (2) days at a time. This paragraph shall not be used as a weapon to abuse employees with good employment records, but as a deterrent to habitual absenteeism.

The Employer will accept the statement of the employee in recording absences due to illness, unless evidence which conflicts with the statement of the employee arises, in which case verification of the employee's statement must be produced by the employee. The statement of the doctor is required only as a guarantee that the employee has recovered and is ready for regular duty and is required only if absence due to illness exceeds three (3) days, or evidence in conflict with the statement of the employee arises such that verification is necessary. The Employer may require medical verification from a physician in

cases of extended illness, chronic illness or mass illness of the work force notwithstanding the foregoing provisions of this section.

SECTION F.

Each employee will be covered by the applicable Workers' Compensation laws. The employee may use his/her accumulated sick leave on a proportional basis, (percentage), to supplement the benefits received from Workers' Compensation such that the amount the employee receives from Workers' Compensation and sick leave does not exceed the amount of expendable income the employee would have received from his/her regular salary amount according to his/her earnings at the time of the injury. The obligation of the Employer is only for the proportional amount necessary to supplement the maximum benefits provided to the employee from Workers' Compensation until the employee's accumulated sick leave is exhausted. Should this supplemental payment plan be found to be subject to the coordination requirements of Workers' Compensation, such that the amount of the Workers' Compensation benefits is reduced, the employee shall not be allowed the use of sick leave and shall receive only the Workers' Compensation benefit provided by the statute. After exhausting his/her accumulated sick leave, the employee shall be eligible for unpaid leave of absence according to the applicable provisions of Article XIII, SECTION D 1. Health (a). An employee who is on leave from work due to an injury that is covered by Workers' Compensation benefits and who was receiving health insurance coverage paid by the Employer at the time of the injury will continue to be covered by health insurance paid by the Employer during the period of leave for a period of at least twelve (12) weeks, as provided under the provisions of the Family and Medical Leave Act. An employee who has completed four (4) or more years of service with the Employer shall be provided with up to an additional twelve (12) weeks of health insurance coverage paid by the Employer during the period of leave of absence extending beyond the twelve (12) weeks provided by the Family and Medical Leave Act.

ARTICLE XIII LEAVES OF ABSENCE

SECTION A

The employee shall be eligible for a leave of absence after one year of service. The accumulation of leave shall not exceed the employee's length of active service with the school district. The leave of absence shall not exceed two years.

SECTION B

Any request for a leave of absence shall be submitted in writing by the employee to the Assistant Superintendent of Personnel at least two (2) weeks prior to the planned beginning date of such leave. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Authorization for a leave of absence shall be furnished to the employee by the Assistant Superintendent of Personnel, and it shall be in writing.

Any request for an emergency leave of absence shall be answered with reasonable promptness. Requests for emergency leave of absence (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted.

A request for a short leave of absence (a leave not exceeding one (1) month) shall be answered within five (5) days. A request for a leave of absence exceeding one (1) month shall be answered within five (5) days.

SECTION C

In addition to accruing seniority while on any leave of absence granted under the provisions of this Agreement, employees shall be returned to the position they held at the time the leave of absence was requested. However, if an employee is returning from an educational leave during which the employee has acquired the qualification for a higher rated position, the employee shall be returned to the higher rated position under the following conditions:

1. The position became or remained open during the employee's leave and is still open at the time the employee returns from leave.
2. The employee requests assignment to the higher rated position within ten (10) days after returning from an education leave, and the employee has greater seniority than other qualified employees requesting assignment to the position.

SECTION D

It shall be the policy of the Board of Education to grant an unpaid leave of absence for the following reasons:

1. Health
 - (a) Personal, physical or mental illness
 - (b) Illness in the immediate family for which the employee must care.
 - (c) Should an employee elect to use accumulated sick leave during their pregnancy related disability or complications therefrom and their accumulation is exhausted, they will be placed on a leave of absence without pay for physical illness. Childcare leaves shall be granted at the request of the employee for a period not to exceed one (1) year.
2. Military Service
 - (a) Any employee who is a member of a reserve force of the United States or of this State, and who is ordered by the appropriate authorities to attend a training period or perform other duties under the supervision of the United States or this State, shall be granted a leave of absence during the period of such activity.
 - (b) Any employee who enters into active service in the armed forces of the United States while in the service of the Employer, shall be granted a leave of absence for the period of military service. Said leave of absence shall not exceed the initial enlistment except as extended by a mandate of Congress.

3. Union Business

- (a) 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 not exceed two (2) years.
- (b) The Union President, or designee, selected by the Union to participate in any other Union 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 one (1) month, but it shall be renewed or extended for a similar period at any time upon the request of the Union.

4. Education

- (a) After completing one (1) year of service, any employee, upon request, shall be granted a leave of absence for educational purposes. The period of leave of absence shall not exceed one (1) year, but it shall be extended or renewed at the request of the employee. Maximum leave shall not exceed two (2) years.
- (b) One (1) year leaves of absence (with any requested extension) for educational purposes shall not be provided more than once every three (3) years.
- (c) Employees shall also be granted leaves of absence for educational purposes, not to exceed one (1) month in any calendar year, to attend conferences, seminars, briefing sessions or other functions of a similar nature that are intended to improve or upgrade the individual's skill or professional ability.

SECTION E Family and Medical Leave

Except as expressly conditioned by the terms of this provision, an eligible employee shall be granted a leave under the Family and Medical Leave Act for the purposes and subject to the terms and conditions of said Act and its implementing regulations.

Any unpaid leave, which is otherwise available under the provisions of this Agreement for the same purposes for which leave is required to be provided under the Family and Medical Leave Act, shall be used concurrently with the leave provided under the Family and Medical Leave Act and credited toward the leave entitlement of an eligible employee under the Family and Medical Leave Act to the extent permitted by said Act and its implementing regulations. An eligible employee shall not be required to substitute his/her paid leave days for any period of leave provided through the Family and Medical Leave Act, but shall not be able to use paid leave to extend the twelve weeks of benefits provided under said Act.

If an employee fails to return from an unpaid leave during which the employee received a continuation of paid benefits under the Family and Medical Leave Act, the amount paid for continuation of these benefits shall be repaid to the Employer unless the employee was otherwise entitled to the continuation of the benefits under other sections of this Agreement. Repayment shall be made within fifteen (15) days after a demand for payment or according to a repayment plan agreed upon between the employee and the Employer. The repayment amount, or any portion thereof, will be deducted from any wage or other

payments owing to the employee. Any deficiency shall be collectible by initiating legal action if not remitted within fifteen (15) days after demand for payment is made.

ARTICLE XIV VACATIONS

SECTION A

All twelve (12) month custodial, maintenance and secretary employees shall earn vacation with pay for use in the following fiscal year (July 1 - June 30) in accordance to the schedule of service completed on July 1 of each year as follows:

6 months to one year of service	-	5 days
1 year to five years of service	-	10 days
5 years to fifteen years of service	-	15 days
15 years or more of service	-	20 days

SECTION B

All less than twelve (12) month secretarial/clerical personnel regularly employed prior to July 1, 1991, shall earn one (1) day vacation with pay for each month worked, provided that ten and one-half (10 ½) month employees shall not accumulate more than ten (10) days vacation. Ten and one-half (10 ½) month employees employed prior to July 1, 1979, with more than five (5) full years of service by July 1, 1979, up to a maximum yearly total of twenty (20) days vacation. Vacations shall be taken during the fiscal year earned unless otherwise approved.

SECTION C

Vacation days may be requested for use at such times during the year as are suitable, considering both the wishes of the employees and the efficiency of the operation of the schools in the district. Vacation days must be requested for approval not less than thirty (30) days in advance of the date requested for use, unless otherwise approved by the employee's supervisor. The Employer may designate within the custodian and maintenance area a maximum of five (5) percent at any one time which may be approved other than the summer vacation period.

Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.

SECTION D

A vacation may not be waived by an employee and extra pay received for work during that period. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation will be rescheduled. In the event his incapacity continued through the year, he will be awarded payment in lieu of vacation.

SECTION E

If a regular pay day falls during an employee's vacation, he/she will receive, upon request, that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.

An employee shall not accrue vacation credit for time spent on layoff or unpaid leave of absence. The amount of vacation credit to which the employee would otherwise be entitled shall be reduced by the proportionate number of days spent on layoff and/or unpaid leave of absence to the number of days in his/her work year.

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

SECTION F

Vacation days are accrued from July 1 of one year to June 30 of the following year. The days accrued are available for use beginning July 1 following the fiscal year (July 1-June 30) in which they are accrued. The employee must use all vacation days within twelve (12) months from the date the vacation days are made available for use, provided that an employee may carry over a total maximum of ten (10) unused vacation days from prior years at any one time, unless the unused days were unable to be scheduled due to work demands. Employees with fifteen (15) years or more of service and who are entitled to twenty (20) days of vacation each year may carry over a total maximum of fifteen (15) unused vacation days from prior years once every five (5) years. Employees who have unused vacation days accrued from work years prior to July 1, 1984 may continue to carry forward those days for use, notwithstanding the provisions of this paragraph.

ARTICLE XV COMPENSATION AND BENEFITS

SECTION A WAGE SCHEDULE

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix A. The attached wage schedule shall be considered a part of this Agreement. When a bargaining unit employee applicant is awarded a vacancy/position in a new department the employee will be placed on the first step of the wage schedule. (Bargaining unit employees awarded custodial or secretarial/payroll clerk positions for the first time in the department after June 30, 1995 shall be paid at the second tier wage schedule.) When a bargaining unit employee applicant is awarded a vacancy/position in a new job classification in his/her current department the employee will be placed on the step of the wage schedule for the new classification which pays an hourly wage rate closest to the employee's current wage rate without imposing a wage rate reduction.

Bargaining unit employees who are awarded vacancies posted in the reorganization meeting of March 21, 1996, shall not be reduced in their then current hourly wage rates as a result of transferring to the new positions. Any bargaining unit employee who would have been reduced in his/her hourly wage rate by transferring to the new position will continue to receive his/her then current hourly wage rate until the

hourly wage rate for the position to which he/she transferred under the Appendix A Wage Schedule increases above the bargaining unit employee's then current hourly wage rate. Thereafter, the bargaining unit employee will receive the hourly wage rate of the position under the Appendix A Wage Schedule designated for the position.

SECTION B

The salaries and wages of employees shall be paid bi-weekly, on Friday of the appropriate week. In the event this day is a holiday, the preceding day shall be payday. In the event the paychecks are held in arrears for other employee groups, the Union agrees not to contest the establishments of pay periods being one week in arrears.

SECTION C LONGEVITY

Effective with the 1998-99 fiscal year, employees who were eligible for and received longevity payments during the 1997-98 fiscal year shall continue to receive the specific dollar amount of the longevity payment made to them for the 1997-98 fiscal year plus an additional one hundred dollars (\$100.00) as annual longevity payments each year for the duration of this Agreement. Employees who were not eligible and did not receive longevity payments during the 1997-98 fiscal year shall not become eligible for longevity payments.

An employee must be regularly assigned to work a minimum of five (5) hours every scheduled work day to be eligible for longevity pay. To be eligible for longevity pay, the employee must have completed the designated years of service before July 1 of the year in which the longevity pay is to be paid.

The above longevity pay will be paid only once a year on the first scheduled payday in December of each year and will be paid for the year beginning July 1 through June 30. In the case of death of the employee, the one remaining payment earned but not yet paid prior to death of the employee will be made to the beneficiary or estate. Longevity payments will be made on a prorated basis from retirement or resignation with satisfactory notice. Time on leaves of absence shall not count as service time.

The longevity pay shall be combined with a regular pay but calculated to minimize the impact of withholding taxes.

SECTION D BENEFITS

After satisfactory completion of the probationary period, bargaining unit employees shall be eligible for benefits in accordance with the minimum regularly scheduled hours of work, which excludes all hours worked during opportunities for additional hours and/or overtime, in accordance with the following:

Employees working seven (7) or more hours per day shall be eligible for health, dental, vision, LTD and life insurance (except, an employee who prior to July 1, 1995, was eligible for and has been receiving health and/or dental insurance for working more than six (6) hours per day, shall not lose their eligibility for such benefits as long as they continue to work more than six (6) hours per day in that position.) Employees working at least five (5) hours per day shall be eligible for vision, LTD and life insurance.

1. HEALTH INSURANCE

- a. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his dependent family; the plan to be the MEBS POC LA PPO Option 1 with \$5-\$10-\$15 prescription drug co-pay with mail order through caremark and 90% mental health.
- b. The Employer will not be obligated to provide duplicate health insurance coverage. When the employee and spouse are both employees of the Employer, one must elect the option package in lieu of health insurance.
- c. The Employer will continue to carry the health insurance for an eligible employee who is on an unpaid leave of absence due to illness or disability according to Family and Medical Leave Act benefits. An employee who has completed four (4) or more years of service with the Employer shall be provided with up to an additional twelve (12) weeks of health insurance coverage paid by the Employer during the period of leave of absence extending beyond the twelve (12) weeks provided by the Family and Medical Leave Act.
- d. Eligible employees who do not take the health insurance benefit from the Employer may choose, in lieu thereof, to receive a cash payment of fifty dollars (\$50.00) each month and may choose to receive the benefits of any other optional benefit package the Employer may design and offer as an option in lieu of health insurance benefits not to exceed the value of fifty dollars (\$50.00) each month. The cash payment and optional benefit plan will be implemented through an IRC § 125 cafeteria plan as may be required by law to preserve the nontaxable status of the health insurance plan. The IRC §125 cafeteria plan will include provisions for dependent child care and medical expense reimbursement salary reduction accounts.

After the execution of this Agreement, if the total number of employees choosing to receive a cash payment in lieu of health insurance benefits increases by one, the opt out amount will be increased to \$100 monthly, by two, the opt out amount will be increased to \$150 monthly, by three, the opt out amount will be increased to \$200 monthly, by four, the opt out amount will be increased to \$250 monthly and by five, the opt out amount will be increased to \$300 monthly.

2. DENTAL INSURANCE - CUSTODIAN/MAINTENANCE EMPLOYEES

The Employer agrees to pay premiums for a dental insurance plan the benefits of which shall not be less than 80/80/50 with MBL \$1,000.

Secretarial employees shall be eligible for the dental insurance plan, provided such employees meet the five (5) working hours per day requirement.

3. VISION CARE PLAN - CUSTODIAN/MAINTENANCE, SECRETARY EMPLOYEES:

Effective October 1, 2005, the Employer agrees to provide a vision care insurance plan, the benefits of which shall not be less than those defined as follows:

	PARTICIPATING PROVIDER
Eye Examination	100% of routine exam
Lenses (standard pair)	
Single vision	\$40.00
Bifocal	65.00
Trifocal	75.00
Frames	\$40.00
Contact lenses (pair)	
Cosmetic	\$80.00

- a. Employee, spouse and eligible dependent children are covered once every 24 months for a routine eye exam, lenses and frames or contact lenses.
- b. Dependent children are covered up to their 19th birthday.
- c. The contact lens portion of a routine exam is not covered.
- d. Prescription sunglasses are not covered.
- e. NO BENEFITS ARE AVAILABLE IF A NON-PARTICIPATING PROVIDER IS USED.

All other employee groups shall be eligible for the vision care plan, provided such employees meet the five (5) working hours per day requirement.

4. LONG TERM DISABILITY INSURANCE - All employee groups, provided such employees meet the five (5) working hours per day requirement:

The Employer shall provide for employees' long-term disability insurance protection which shall provide a benefit of 66 2/3 percent of the employee's monthly contractual salary based upon Appendix A, Salary Schedule, excluding additional compensation for extra duties, up to a maximum benefit of \$2,000.00 per month, which shall begin upon the expiration of one hundred twenty (120) calendar days or accumulated sick leave, whichever is greater, and continue for the duration of the disability until age seventy (70) and shall be subject to the following limitations, offsets and exclusions:

- a. Exclusions of injuries caused by war, insurrection, rebellion or active participation in riots or criminal acts.
- b. Limitation of alcoholism, drug abuse, mental and nervous illness to twenty-four (24) months unless confined to a hospital or institution.
- c. Offsets for other income benefits such as Workers' Compensation, retirement systems or plans and Social Security with Social Security Freeze.
- d. Maximum Benefit period: Age at Disablement Duration of Benefits

Less Than Age 60	To Age 65
60 - 64	3 Years
65 - 68	2 Years
69 or Older	1 Year

5. TERM LIFE INSURANCE - All employees working five (5) or more hours per day: The Employer agrees to pay 100% of the full premium of a term life insurance plan, with double indemnity A.D. and D. benefits, according to the following schedule:

1. Custodial/Maintenance	-	\$ 20,000
2. Secretary	-	\$ 20,000
3. Food Service/Bus Drivers	-	\$ 20,000
4. Other	-	\$ 20,000

6. All benefits hereunder are subject to the terms and conditions of the insurance policies and any claims shall be made against the insurance carriers. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for enrollment and active employment. The employee must notify the Employer promptly of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the Employer for insurance coverage. The Employer may make periodic requests for this data. Any failure to cooperate with the Employer in supplying this information or any falsification of information shall subject the employee to disciplinary action up to and including discharge where appropriate. The Employer shall not be obligated to pay premiums which would result in duplication or overlapping of coverage. Where applicable, the Employer may cover employees under one premium, with one employee designated as the insured and any others as dependents, or may cover employees by payment of any combination of premiums which result in the least cost to the Employer for the coverage of the employees involved.

7. The Employer may obtain health insurance, dental insurance, life insurance, vision insurance, and/or long term disability insurance coverage specified above separately from other insurance companies or in a package or by self-insurance, provided it is, as a whole, equal to or better than existing coverages.

- E. In cases of acts of vandalism or burglary against employees' vehicles, while in school property during their scheduled work hours, the Employer will reimburse the employee fifty percent (50%) of their insurance deductible to an amount not to exceed one hundred dollars (\$100) for loss of insurable items except detachable accessories. A police report of the incident to verify location of the vehicle will be required prior to any payment and the employee must agree to cooperate fully with the school district and authorities in pursuing prosecution of and restitution from the offender.

The district administration will assist employees in the recovery of damages to personal property that was caused by outside contractors during the execution of their contractual services. The district assumes no liability for damages caused by contractors hired by the district.

- F. Employees who are using their own transportation for carrying out the responsibilities of the school system shall be reimbursed for the mileage at the IRS established mileage reimbursement rate per mile. This would be payable on a monthly basis upon the submission of the appropriate forms, approved by the Superintendent of Schools.

G. FLEXIBLE SPENDING

The Employer may provide a flexible spending plan in accordance with Section 125 of the Internal Revenue Code to all eligible members of the bargaining unit. Employees, at their option, may reduce their salaries to be applied to dependent child care expense account and medical expense reimbursement account. The costs for administration of the Section 125 Plan shall be funded through salary reduction of the plan participants.

ARTICLE XVI TERMINATION AND MODIFICATION

SECTION A

This Agreement constitutes the sole and entire agreement between the parties and supersedes all prior practices whether oral or written and expresses all obligations imposed upon the Employer and the Union. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

SECTION B

If any specific provision of this Agreement or any specific application of this Agreement to any employee or group of employees shall be found contrary to law, then such specific provision or specific application shall be deemed null and void but all other provisions shall continue in full force and effect.

SECTION C

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 arrangements

arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the duty and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. The Employer shall have the right to deal with such subjects or matters by the exercise of its management rights without prior negotiations during the life of this Agreement, unless the parties mutually agree to enter into negotiations for an amendment to this Agreement concerning such subjects and matters.

SECTION D

All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of thirty (30) days following the conclusion of negotiations.

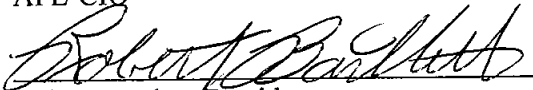
SECTION E

This Agreement shall be effective as of July 1, 2005 and continue in effect until June 30, 2007. The Wage Schedule of this Agreement, Appendix A, shall be effective July 1, 2005 as specified within Appendix A. Any time after April 30, 2007, either party may submit a written request to the other party to begin such negotiations. Such negotiations shall commence within thirty (30) days after the receipt of such written request by the other party.

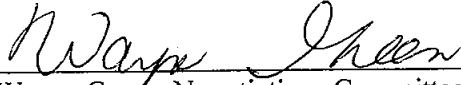
The Agreement shall continue in full force and effect until 11:59 p.m., June 30, 2007.

1. If either party desires to terminate this Agreement, it shall give written notice of termination sixty (60) or more days prior to the termination date. If neither party shall give notice of amendment, as herein provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either party on sixty (60) days or more written notice to the current year's termination date.
2. If either party desires to modify or change this Agreement, it shall give written notice of amendment sixty (60) days or more prior to the termination date or subsequent termination date setting forth the nature of the amendment or amendments desired. Any amendments that may be agreed upon shall become and be part of this Agreement without modifying or changing any of the other terms of this Agreement.
3. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, Council No. 25, 600 W. LaFayette, Detroit, Michigan, zip code 48226, and if the Employer, addressed to 3335 S. Beech Daly, Dearborn Heights, Michigan, zip code 48125, or to such address the Union or the Employer make available to each other.

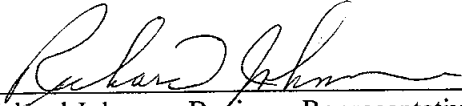
LOCAL NO. 1349 AFSCME COUNCIL 25,
AFL-CIO



Robert Bartlett, President
Local No. 1349, AFSCME, Council 25, AFL-CIO



Wayne Green, Negotiations Committee Member
Local No. 1349, AFSCME, Council 25, AFL-CIO

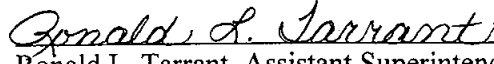


Richard Johnson, Business Representative
AFSCME, Council 25, AFL-CIO

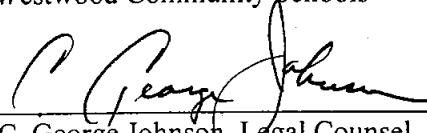
WESTWOOD COMMUNITY SCHOOLS



Ernando F. Minghine, Superintendent
Westwood Community Schools



Ronald L. Tarrant, Assistant Superintendent
Westwood Community Schools



C. George Johnson, Legal Counsel
Westwood Community Schools

APPENDIX A WAGE SCHEDULE

CUSTODIAN/MAINTENANCE

CLASSIFICATION	July 1, 2005	July 1, 2006
PLANT ENGINEER	21.74	22.17
ASST. PLANT ENGINEER	20.32	20.73
HEAD CUSTODIAN I (hired before 7/1/95) /UTILITY	19.95	20.35
HEAD CUSTODIAN II (hired after 6/30/95) /UTILITY	15.75	16.07
CUSTODIAN I (hired before 7/1/95)	19.16	19.54
CUSTODIAN II (hired after 6/30/95)		
STEP 1	12.13	12.37
STEP 2	12.44	12.69
STEP 3	12.76	13.02
STEP 4	13.02	13.28
STEP 5	13.39	13.66
STEP 6	13.76	14.04
STEP 7	14.12	14.40
STEP 8	14.49	14.78

SECURITY

CLASSIFICATION	July 1, 2005	July 1, 2006
CRISIS INTERVENTION SPECIALIST		
STEP 1	13.13	13.39
STEP 2	13.91	14.19
STEP 3	14.70	14.99
HALL SECURITY LEADER		
STEP 1	12.87	13.13
STEP 2	13.61	13.88
STEP 3	14.34	14.63

HALL SECURITY/IN-HOUSE DETENTION		
STEP 1	11.27	11.50
STEP 2	11.88	12.12
STEP 3	12.44	12.69
STEP 4	12.74	12.99

SECRETARIAL/CLERICAL

CLASSIFICATION	July 1, 2005	July 1, 2006
SECRETARY II (hired after 6/30/95)		
STEP 1	13.13	13.39
STEP 2	13.65	13.92
STEP 3	14.18	14.46
STEP 4	14.70	14.99
STEP 5	15.23	15.53
STEP 6	15.75	16.07
STEP 7	16.28	16.61
STEP 8	16.80	17.14
SECRETARY II (hired before 7/1/95)	18.01	18.37

FOOD SERVICE

CLASSIFICATION	July 1, 2005	July 1, 2006
SATELLITE KITCHEN MANAGER		
STEP 1	12.41	12.66
STEP 2	13.21	13.47
STEP 3	14.05	14.33
STEP 4	14.95	15.25
STEP 5	15.90	16.22
STEP 6	16.94	17.28

COOK MANAGER		
STEP 1	11.95	12.19
STEP 2	12.57	12.82
STEP 3	13.45	13.72
STEP 4	14.34	14.63
STEP 5	15.24	15.54
STEP 6	16.12	16.44
COOK		
STEP 1	10.20	10.40
STEP 2	10.49	10.70
STEP 3	10.90	11.12
STEP 4	11.27	11.50
STEP 5	11.68	11.91
STEP 6	12.11	12.35
COOK HELPER		
STEP 1	9.02	9.20
STEP 2	9.23	9.41
STEP 3	9.60	9.79
STEP 4	9.99	10.19
STEP 5	10.38	10.59
STEP 6	10.77	10.99

BUS DRIVER/BUS AIDES

CLASSIFICATION	July 1, 2005	July 1, 2006
BUS DRIVER		
STEP 1	15.75	16.07
STEP 2	16.07	16.39
STEP 3	16.41	16.74

BUS AIDE		
STEP 1	8.11	8.27
STEP 2	8.60	8.77
STEP 3	9.89	10.09

PARAPROFESSIONAL/TEACHER AIDE

CLASSIFICATION	July 1, 2005	July 1, 2006
PARAPROFESSIONAL		
STEP 1*	9.30	9.49
STEP 2**	9.82	10.02
STEP 3***	10.29	10.50
STEP 4****	10.50	10.71
STEP 5*****	10.76	10.98
TEACHER AIDE		
STEP 1	7.94	8.10
STEP 2	8.32	8.49
STEP 3	8.82	9.00

- * Beginning step for paraprofessionals with ten (10) hours of college credit.
- ** Beginning step for paraprofessionals with twenty (20) hours of college credit.
- *** Beginning step for paraprofessionals with thirty (30) hours of college credit.
- **** Beginning step for paraprofessionals with forty-five (45) hours of college credit.
- ***** Beginning step for paraprofessionals with sixty (60) hours of college credit.

NOTE: Step advancements shall be made July 1 of each year.

Determination of anniversary date - All employees shall be assigned an anniversary date of July 1 nearest their date of initial employment. This means an employee hired between July 1 and December 31 has the anniversary date of the previous July 1. An employee hired between January 1 and June 30 will have an anniversary date of the subsequent July 1.