

Woodhaven - Brownstown School District



24975 Van Horn Road
Brownstown, MI 48134
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2004-2007
Master
Agreement

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between the
Woodhaven-Brownstown School District
and the
Woodhaven-Brownstown
Association of Support Personnel

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PREAMBLE

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

ARTICLE 1 ***Recognition***

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

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

Section 1—Source of Rights

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

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

thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.

10. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations and determine the size of its administrative organization, its functions, authority, amount of supervision and table of organization.

Section 2—Limited by Agreement

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

ARTICLE 3 ***Union Security***

Each bargaining unit member shall, as a condition of employment, (1) on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, join the association/union, or (2) pay a service fee to the association, pursuant to the association's "Policy Regarding Objections To Political-Ideological Expenditures" and the administrative procedures adopted pursuant to that policy. The service fee shall not exceed the amount of association dues collected from association members. The bargaining unit member may authorize payroll deductions for such fee by executing and delivering to the Board the proper authorization forms. In the event that the bargaining unit member shall not pay such service fee directly to the association, or authorize payment through payroll deduction, the employer shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the association, deduct the service fee from the bargaining unit members' wages and remit same to the association. Payroll deductions made pursuant to this provision shall be made on the first payday of each calendar month from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the association, or its designee, with an itemized statement by the 15th calendar day of the current month after such deductions are made.

Pursuant to Chicago Teachers union vs Hudson, 106 S CT 1066 (1986), the union has established "Policy Regarding Objections to Political-Ideological Expenditures". That policy, and the administrative procedures (including the timetable for payment) pursuant thereto, applies only to non-union bargaining unit members. The remedies set forth in that policy shall be exclusive, and unless and until such procedures, including any administrative or judicial review there, 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, or any other administrative or judicial procedure.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this article, the association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employee gives timely notice of such action to the association and permits the association intervention as a party if it so desires.
2. The employer gives reasonable cooperation to the association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The association shall have complete authority to compromise and settle all claims which it defends under this article.

The association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act.

Any bargaining unit member who is a member of the association, or who has applied for membership, may sign and deliver to the employer an assignment authorizing deduction of dues, assessments and contributions in the association as established by the association. Such authorization shall continue in effect from year-to-year unless revoked according to the procedures outlined in the MEA constitution, bylaws and administrative procedures. Pursuant to such authorization, the employer shall deduct one-tenth (1/10) of such dues, assessments and contributions from the regular salary check of the bargaining unit member on the first payday of each month.

Upon appropriate written authorization from the bargaining unit member, the employer shall deduct from the salary of any such bargaining unit member and make appropriate remittance for tax-sheltered annuities, credit union, MEA-PAC/NEA-PAC contributions or any other plans or programs jointly approved by the association and employer.

Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year (December, January, or February). Consequently, the parties agree that the procedures in this article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the association's notification of the non-members of the fee for that given school year.

ARTICLE 4 ***Representation***

Section 1—Bargaining Committee

The employees, for the purpose of collective bargaining, shall be represented by a bargaining committee of not more than seven (7) employees including the president of the local and a representative of the MEA. Employees on this committee shall be seniority employees of the Board and their selection as committee members can be in any manner determined by the union. An alternate

may be appointed to serve on the committee during the absence of a committee member. Committee members may be permitted during regularly scheduled working hours, without loss of pay, to attend negotiating sessions.

Section 2—Building Stewards

All bargaining unit members shall have appropriate union representation regarding employment matters with the district. This representative may be a steward from the building or an officer of the Association, such as an executive board member or grievance chair. A list of union officials and representatives shall be posted on the union notice board in each building.

Section 3—Union President's Responsibilities

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

Section 4—Committee Responsibilities

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

1. Investigate and present grievances within the area of their jurisdiction.
2. Transmit communications, authorized by the local union or its officers, to the employer or his steward.
3. Consult with the employer or his steward concerning the enforcement of any provisions of this agreement.

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

Section 5—Representative Limitations

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

Section 6—M.E.A. Recognition

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

ARTICLE 5
Labor-Management Relations Conferences

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

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

ARTICLE 6
Grievance and Arbitration Procedure

Section 1—Definition of a Grievance

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

Section 2—Grievance Filing

A grievance may be filed and presented by a member of the bargaining unit or by the union acting through its representatives. Any individual employee may present his grievance and have the grievance adjusted without intervention of the union if the adjustment of the grievance is not inconsistent with the terms of this agreement and the union has been given an opportunity to have a union representative present at such adjustment.

Section 3—Resolving Complaints

The grievance procedure provided in this agreement shall be the sole and exclusive means of presenting and resolving complaints involving the application or interpretation of this agreement.

Section 4—Procedure

All grievances shall be presented in accordance with the following procedure:

Step One: An employee claiming a grievance shall discuss the matter with his immediate supervisor within ten (10) working days of the event upon which the grievance is based. The immediate supervisor shall have ten (10) working days after the presentation of the grievance to give his answer orally to the employee.

Step Two: If the matter is not disposed of in oral discussion with the supervisor, the complaint shall then be put in writing on the grievance form within five (5) working days. On this form it will give the statement of the grievant and be signed by him or her and the union steward unless the grievant submits a waiver of union representation for that specific grievance. The supervisor's decision shall be made upon proper investigation and inquiry in no more than five (5) working days. Such decision shall be made known to the union steward. Such decisions shall be in writing with signature and presented to the union steward. If the supervisor's statement of disposition is not returned during the specified time allowed, or if not to the satisfaction of the aggrieved, it may then go directly to step three.

Step Three: If a satisfactory disposition is not returned by the supervisor, the union grievance committee shall within five (5) working days of the date of the disposition was due, present the grievance in writing to the superintendent or his delegated authority for consideration and disposition. The grievance shall specify in writing, when possible, the precise sections of the agreement claimed to have been violated. The superintendent or his delegated authority shall give his decision in writing to the union president concerning the grievance no later than five (5) working days after the presentation of said grievance.

Step Four: If the disposition of the superintendent or his designee is not satisfactory, the union may then refer the grievance to the MEA/NEA representative.

If the union wishes to carry the matter further, they shall, within thirty (30) calendar days of the employer's answer, refer the matter to arbitration by filing a written demand with a copy to the employer.

The grievance may be appealed to the binding arbitration by the union. The arbitrator shall be selected and arbitration shall be conducted under the rules of the American Arbitration Association.

Section 5—Processing Extension

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

Section 6—Management Rights

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

Section 7—Grievant's Responsibility

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

Section 8—Arbitrator's Function and Limitations

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

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

Section 9—Union Group Filing at Step Three

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

ARTICLE 7 *Discipline and Discharge*

Section 1—Discipline

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

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

Nothing herein shall prevent the Board from appropriately disciplining an employee should circumstance warrant. Any disciplinary action or measure

imposed upon any employee may be appealed through the regular grievance procedure.

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

Section 2—Discharge

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

The union shall have the right to take up the suspension and/or discharge grievance at the fourth step of the grievance procedure within the five (5) day suspension period and the matter shall be handled in accordance with this procedure through the final step of the grievance procedure if deemed necessary by either party.

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

ARTICLE 8

Probationary Period; Seniority

Section 1—Probationary Period

New employees hired in the district shall be considered as probationary employees for the first sixty (60) work days of their employment. When an employee finishes the probationary period, he shall be entered on the seniority list of the district and shall rank from the day sixty (60) work days prior to the probationary period. Days of absenteeism shall not be counted towards the fulfillment of the sixty (60) probationary work days.

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

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

Section 2—Seniority Dates

Employees shall be entered on the seniority list of the district upon completion of their probationary period in accordance with their last date of continuous employment.

Beginning 4/25/94, persons hired on the same date shall be ranked on the seniority list by the last four digits of their social security number. The member having the highest four digit number will be most senior. Members ranked by alphabet under past agreements will be grandfathered.

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

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

Section 3—Seniority List

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

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

Section 4—Loss of Seniority

An employee shall lose his seniority for the following reasons:

1. Quits or retires.
2. Is discharged for cause.
3. Is absent for five (5) consecutive work days without justifiable reason or without notifying the Board, unless such failure to provide notice was the result of circumstances beyond the control of the employee.
4. Give a false reason to obtain a leave or if the employee fails to return to work within five (5) days of the termination of any leave of absence without justifiable reason.
5. If the employee is laid off for a period equal to the employee's accumulated seniority, or three (3) years, whichever is lesser.
6. Separation upon settlement covering total disability.

Section 5—Super Seniority

In the event of lack of work or layoff, regardless of their positions on the seniority list, the president, secretary, vice-president, treasurer, and chief steward of the union shall be continued as long as there is work available in the district and they can satisfactorily perform the work available.

Section 6—Frozen Seniority

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

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

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

ARTICLE 9

Filling of Vacancies

Section 1—Lateral Transfer

Employees wishing to transfer to a position in the same classification, with the same number of posted hours, shall submit their names to the employer, with a copy to the union, no later than July 1 of each school year or within five (5) working days from date of award of a new position. Employees shall indicate shift and job locations acceptable.

In the event of a job opening, an employee may only request transfer in accordance with this section. The employer shall not award the position to other than the senior interested party without cause. No more than three (3) lateral moves, including such transfer on the basis of seniority, shall be made to fill a position in a job classification. All lateral transfers shall be made within five (5) working days. Any employee who transfers under this provision shall, on acceptance of a transfer, be ineligible to request any further lateral transfer until July 1st. If an employee is forced to give up said lateral, his right to lateral transfer will be restored. No employee will be involuntarily transferred without cause.

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

Section 2—Job Posting

Definition of vacancy

1. *Permanent vacancy* is any vacancy in the bargaining unit resulting from leaves of absence of known duration for six (6) months or more, or termination, retirement, newly created position or reinstated position. Permanent vacancies that the Board intends to fill shall be immediately posted and filed in accordance with the procedure described in this article.
2. *Temporary vacancy* is any vacancy in the bargaining unit resulting from any medical leaves or other approved leaves of less than six (6) months. Temporary vacancies may be posted and temporarily awarded in accordance with the contract. When an employee returns to work within six (6) months, he shall be returned to his former position. Employees working temporarily will revert to their former positions.

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

The district shall notify the union of the award of any positions to bargaining unit members or of new hires into bargaining unit positions within seven (7)

calendar days of the position being awarded. Such notice shall be sent in writing to the president and treasurer of the Association and posted on the union notice board in each building.

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

Section 3—Promotions

A promotion shall be defined as an increase in hours and/or an increase in the hourly rate of pay.

Promotions within the bargaining unit shall be made on the basis of qualifications and seniority, except when a food service employee applies. When a food service employee applies for a promotion into a division other than the food service division, the district, in its sole discretion, may choose to grant or to refuse the promotion.

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

When the employer requires testing to establish an employee's qualifications for a job, such testing shall be uniform for all applicants or candidates for a position.

The senior employee applying for a promotion, who meets the qualifications, shall be granted a sixty (60) working day trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job satisfactorily.

During the trial period, the employer may fill the vacated position with a substitute employee. In the event the senior applicant is denied the promotion, reason for denial shall be given the employee in writing.

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

If the employee is deemed unsatisfactory by the employer any time during the trial period, notice and reasons shall be submitted to the employee, in writing, by the Board of Education or its representative.

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

When an employee is promoted into a new job and a higher pay schedule results from the change in new classification, the employee will move to the appropriate step of the pay schedule.

Section 4—Second Union Position

Employees may bid for and hold a second job within the bargaining unit. An employee holding the second job must be regularly available to perform the

second job, with the understanding that the employee may be absent under any of the appropriate sick leave or other leave provisions of this contract.

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

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

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

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

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

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

ARTICLE 10 ***Substitute Employees***

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

ARTICLE 11 ***Layoff and Recall***

Section 1—Layoff Procedure

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

1. Employees shall be given notice of layoff seven (7) calendar days before layoff is in effect.
2. The necessary number of least seniority employees shall be removed from the affected classification.
3. Probationary employees within the classification being affected shall be laid off before a seniority employee.
4. An employee who is laid off will have three (3) working days to exercise his right to bump into another job of equivalent or lower hours, provided they have the qualifications to perform that function.

5. In the event an employee is disqualified, notice will be given to the employee and the local president, in writing, from the Board as to why the employee does not qualify.

Section 2—Recall Procedure

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

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

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

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

ARTICLE 12

Working Schedules and Conditions

Section 1—Regular Hours

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

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

1. *Support Services Staff*—Beginning in June, 1997, at least two (2) weeks prior to the end of the every third school year, the director of support services will call a meeting of all custodial staff. At this time, schedules will be assigned according to seniority and any changes in rules, regulations and assignments will be explained. Custodial employees will be able to select shifts by seniority at this time. Initial assignments will be for three (3) school years.

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

2. *Food Service Staff*—At least two (2) weeks prior to the beginning of the school year, the food service director will call a meeting of all food service staff for the purpose of assigning employees. At this time, schedules will be assigned

according to seniority. Any employee moved to a different location shall receive the written reasons for the change. Any change in rules, regulations and assignments will be explained.

3. *Work schedules*, and updated work schedules, showing the employee's shifts, work days and hours shall be posted on all departmental bulletin boards at all times.
4. *Notification*—Bargaining unit members shall be provided a minimum of three (3) days notice when the beginning and ending time of a work shift is to be permanently changed by thirty (30) minutes or more per work day.

Work schedules shall not be arbitrarily changed. Any change of more than one-half ($\frac{1}{2}$) hour in present work schedules shall be negotiated with the union.

Section 2—Work Day

Eight (8) consecutive hours of work, except for interruption by lunch period, within a twenty-four (24) hour period shall constitute a regular work shift, except where a work schedule has been established for fewer hours or due to unusual job requirements.

Summer schedules that reflect a four (4) day work week equal to the employee's scheduled weekly hours shall be paid according to the regular rate of pay as listed in the pay scale in this agreement. Any employee working beyond the scheduled summer hours shall be paid time and one-half.

Section 3—Work Week

The work week shall consist of five (5) consecutive work days, Monday through Friday inclusive, except as stated in Section 4—Summer Work Schedules.

Section 4—Summer Work Schedules

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

Section 5—Rest Periods

Seven-eight (7-8) consecutive hour employees will be permitted to take one (1) fifteen (15) minute break during each one-half ($\frac{1}{2}$) of the work shift. Four-five-six (4-5-6) consecutive hour employees will be permitted one (1) fifteen (15) minute break.

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

Section 6—Meal Periods

All full-time employees shall be granted a minimum of one-half (1/2) hour uninterrupted, unpaid lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.

Any employee who is requested to work four (4) hours beyond their normal eight (8) hour shift shall receive a paid one-half (1/2) hour lunch period.

Section 7—Hourly Schedules

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

Section 8—Pay Periods

Any employee who is regularly scheduled to work eight (8) hours per day, but less than twelve (12) months, shall have the annual option of twenty-six (26) equal payments of his/her annual salary, beginning in the 2000-01 school year.

ARTICLE 13 ***School Closing***

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

Other employees (i.e., summer bus drivers, year-round clerical, custodians) who are not required to report when the Woodhaven-Brownstown Schools are closed due to an "Act of God" will be paid for such days.

Employees required to report to work on "Act of God" days will be paid double time in lieu of regular payment for the day.

In those cases where a single building must be closed due to mechanical failure, fire, vandalism, etc., management has the right to temporarily reassign employees within their classifications who are scheduled to work.

ARTICLE 14 ***Overtime Pay and Hours***

Section 1—Overtime Pay and Hours

Regular employees

1. *Daily*—all work except eight (8) hours shall be paid at time and one-half the employee's regular hourly rate, except as stated in Article 12, Section 2—Work Day—as it pertains to flex schedule.
2. *Weekly*—all work over forty (40) hours per week shall be paid at time and one-half the employee's regular hourly rate. There shall be no pyramiding of overtime.

3. *Saturday*—all work performed on Saturday shall be paid at time and one-half the employee's regular hourly rate.
4. *Sunday*—all work performed on Sunday will be paid at twice the employee's regular hourly rate.
5. *Holidays*—all employees working on holidays will be paid at twice the employee's regular hourly rate plus holiday pay.
6. Newly created positions or vacancies with job descriptions that include as a qualification the ability to work flexible days and/or hours up to a defined maximum in the job description, shall be eligible for additional pay on the sixth (6th) and seventh (7th) days of not working within their defined work week. Such additional pay shall be consistent with Saturday and Sunday additional pay for employees working a traditional week. Workers with flexed hours/days are eligible for holiday pay as specified in Article 35.

Section 2—Distribution of Overtime

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

1. WASP members shall state their interest in being placed on the overtime list in writing to the personnel department two (2) times a year, by May 15th for July through December, and December 15th for January through June.
2. A building seniority list shall be maintained of workers within the same classification and building. When overtime work is available, the opportunity to work the overtime assignment shall be offered to the most senior employee on the building list and continue to be offered to the next most senior employee until the assignment is accepted. When an overtime assignment has been accepted, the next overtime opportunity shall be offered to the next person on the seniority list. The seniority list will be called in order, on a rotational basis.
3. If, as provided above, no employee within the building and the classification accepts the overtime, other employees in the classification, who work in other buildings and who have submitted a written request to be considered for overtime, shall be offered the opportunity to work the overtime on a rotational basis following the seniority list.
4. Should an overtime assignment not be filled through the building list or the classification list, the employee with the lowest seniority in the classification and building will be forced to accept the assignment.
5. Emergency overtime work may be performed by any available qualified employee when the employer is unable to properly schedule such overtime work because of unforeseen circumstances.

Section 3—Call Back Time

The following provisions are provided for employees called back to work on weekends, holidays, and for emergencies: *Full-time employees*—Minimum of four (4) hours shall be paid at the time and one-half rate and if called to work on a holiday, an employee shall be paid double time, in addition to his regular holiday pay. The employer has the prerogative to work the employee for the four (4) hour call back time.

ARTICLE 15 **Additional Work**

Section 1—Extra Hours

Eligibility: Employees who work less than 40 hours per week and are interested in working extra hours during the school year must state their interest in writing to the personnel office between May 1st and May 15th and between December 1st and December 15th of each year.

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

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

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

Assignment and Hours:

1. The employee accepting the extra hours assignment must accept the entire assignment. If the employee refuses, then the extra hours assignment will be offered to the next in line employee on the extra hours list.
2. Management reserves the right to divide an extra hours assignment if no one on the extra hours list can perform the entire assignment.
3. If no one on the extra hours list is available to work the assignment in total or in part, the remaining hours may be performed on an overtime basis consistent with Article 14, Section 1, Overtime Pay and Hours.
4. If an employee who has applied to work extra hours declines assignments two (2) times during a period following an open enrollment period, the employee will be ineligible for extra assignments until the next open enrollment period. Only employees who are not working regular or assigned work hours during the available extra hours assignment will be charged with declining a position.
5. An employee granted work based on the extra hours list may be eligible for overtime pay consistent with Article 14, Section 1, Overtime Pay and Hours.

Section 2—Additional Work During School Breaks

A bargaining unit member working less than twelve (12) months is eligible for additional work during school breaks provided they have the proper qualifications and available time. During the regular school year, additional work assignments during school breaks will be posted at least fifteen (15) work days prior to the assignment beginning. WASP members will note their interest for specific additional work assignments on a bid form. The employee shall also note on the bid form if they are available for assignments during the particular school break that may arise after the original assignments are posted and/or filled provided they have the time available. Additional work assignments will be awarded to the

most senior, qualified employee who bids on the position. Once an employee bids on and is awarded an additional work assignment, they are ineligible for another assignment during that school break period unless they have the time available. See below for summer work.

Rate of Pay and Benefits:

1. If a bargaining unit member is eligible for sick leave on their regular job assignment and works sixteen (16) or more days of additional work in any month, the bargaining unit member shall accrue additional sick leave hours beyond those earned through the employee's regular employment consistent with Article 21, Section 8.
2. Bargaining unit members shall not be credited with personal business hours during the assigned additional work.
3. Prorated insurance will not be increased during the period of time employees are assigned additional work hours.
4. The bargaining unit member working additional work or summer work shall be eligible for holiday pay if they meet the requirements for holiday pay in accordance with Article 22—Paid Holidays.
5. Employees working additional work hours in their regular job classification or in a lower job classification shall be paid at their regular rate of pay. Employees who are assigned to a higher classification will be paid at a rate commensurate with their seniority date and the newly assigned classification.

Section 3—Summer Work Procedures

During the summer, bargaining unit members are entitled to work in any bargaining unit position, regardless of classification or division, posted as summer work based on qualifications to perform the work. The following procedures will govern the assignment of summer work.

1. No later than May 30th, a calendar with available summer work assignments shall be posted in each school building with the hours and days that summer work assignments are needed. No later than the first Monday in June, a bid meeting shall be held where employees seeking summer work will make selections for posted, available summer work by seniority.
2. In order of seniority, employees will sign up for summer work assignments at the summer work bid meeting. The employee may select to work whole assignments provided such assignments do not interfere with other work already assigned to the employee. Work assignments may not be "broken up" by the bargaining unit member.
3. The employee shall note at the summer work bid meeting their availability for other assignments that may become available during the summer work period. Should additional days or hours of work become available during the summer, the positions will be awarded consistent with the procedures for award under Section 2 above. A bargaining unit member already assigned to another job during any part of the available assignment is not eligible for said assignment and shall not be penalized for not being available.

Section 4—Grounds

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

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

Section 5—Substitute Employees—Custodial, Secretarial, Maintenance

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

When possible, a substitute employee will be used for long and short term absences. If a substitute cannot be found, a regular employee who has signed up for extra hours may be used (See Article 15, Section 1).

ARTICLE 16 ***Building Inspections***

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

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

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

ARTICLE 17 ***Special Provisions—Bus Drivers and Bus Aides***

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

1. Field trips and other extra trips will be assigned at least one (1) week in advance, whenever possible.
2. All drivers will continue on their regular scheduled run when returning back to school in August and will assist in setting up the route and written instructions for it. Drivers, by seniority, will bid on the route of their choice on the first Friday in October.
3. Route increases or decreases will be handled in the following manner:
 - a. When a route increases by one (1) hour or more per day during the school year, including cumulative increases, such routes will be posted for re-bid in accordance with seniority.
 - b. When a route decreases by one (1) hour or more per day during the school year including all cumulative increases and decreases, that route will be posted for re-bid in accordance with seniority.
 - c. Any time a route reaches six (6) hours and/or becomes eligible for benefits, it will be posted for internal bids. These bids shall occur on January 15th and April 15th, or the first Wednesday following each date respectively.
4. Layover time up thirty (30) minutes will be paid for the following:
 - a. Early a.m. dismissal in any particular school; then the regularly assigned p.m. drivers for that same school will be responsible for that take home run. Any p.m. layover time during these runs will be accumulated within the thirty (30) minutes.
 - b. This layover time will also be included for field trips, sports runs, and activity runs if the run starts within forty-five (45) minutes.

5. Only certified Woodhaven-Brownstown School District bus drivers shall be allowed to drive school district vehicles for the purpose of transporting children on all approved field trips.
6. An assigned driver, not previously notified thirty (30) minutes in advance of a cancellation of his scheduled activity run, will be guaranteed a minimum of two (2) hours pay. Scheduled activity runs of less than one (1) hour will be paid for at least one (1) hour.
7. When more than one (1) field trip is scheduled for the same day, the following procedure will be used:
 - a. There will be two (2) field trip sign-up boards. One board will be designated for Monday through Friday trips. The second board will be designated for Saturday, Sunday, and holiday trips. Drivers will sign up by seniority rotation on each board. The sign up on each board will be kept separate and distinct. Subsequent seniority rotational drivers will continue to select trips until all trips are covered. If an unscheduled trip becomes available, the most senior assigned driver of that particular day may request a change in the field trip schedule for that same particular day. Each sign up week will continue seniority rotation from the last driver of the previous week. In the event of a trip cancellation, that assigned driver will be offered the next available trip.
 - b. To be considered to drive field trips, drivers and/or aides may submit to the Support Services Director their request to drive field trips. Such requests to drive field trips must be submitted between May 1st and May 15th for trips beginning July 1st and between December 1st and December 15th for field trips beginning January 1st. Field trips will be assigned in rotation by seniority at a weekly meeting. Drivers and aides are expected to complete the field trip once awarded. A driver or aide will be charged with a failure or refusal to complete an assigned field trip IF:
 - the driver or aide refuses to do the awarded field trip; OR
 - the driver or aide is unable to finish their regular, assigned daily run before the awarded field trip; OR
 - the driver or aide works their daily, assigned run and refuses to work the awarded field trip; OR
 - the driver or aide does not give more than 24 hours notice of their inability to work the awarded field trip.A driver or aide who has more than three (3) refusals in a sign up period is ineligible for field trip assignments until the next sign up period.
 - c. Drivers and/or aides will only be charged in rotation for purposes of field trips, activities, and/or athletic events.
8. At the successful completion of the probationary employment period, a driver will be placed at the bottom of the rotational field trip list.
9. In the case of driver absences, the following procedure will be used:
 - a. In the event a driver is absent for one (1) day, a substitute will be used for the entire run.
 - b. In the event a driver is absent for more than one (1) day, a substitute will be used for the a.m./p.m. run and any noon runs will be offered to other available regular drivers on a rotation basis. The noon run will be added to the driver's regularly scheduled run for the duration of the absence.
 - c. Noon runs are not chargeable in the rotational process.
 - d. Noon runs are defined to be kindergarten, vocational education, or special education runs during the middle of the day.

10. Bus drivers who fail to pass the driver road test will be offered the first position available for which they qualify. Should no opening exist, they will be laid off.
11. Bus drivers shall be paid at regular hourly rates for time washing buses, fueling time, driving buses to and from garage to be repaired, and other transportation related school business called for and directed by the director of support services.
12. Bus drivers shall be paid fifteen (15) minutes prior to any run. This time shall be used for warm-up, fueling, cleaning, pre-check, not to include under the hood.
 - a. Under the hood maintenance pre-checks are the responsibility of the mechanic and assistant mechanic. In emergency or specific situations where there is good cause, the supervisor may direct the driver(s) to check under the hood.
13. The assignments on the field trip boards will be the joint responsibility of the building steward and the director of support services or designee.
14. Pick up/drop off runs during the weekends will be paid a minimum of four (4) hours. In the case of pick up/drop off runs, the four (4) hours will include both pre-check times.
15. Any established special education run will not be reduced in hours on a day-to-day basis due to the absenteeism of individual students. Any surplus time that results from absenteeism will require the driver to report to the support services department for alternative assignments. The routes and hours shall only be reduced when the student has been transferred to a route, dropped from a route, or has been removed from the district transportation system.
16. When a driver is absent, the duration of that absence shall be filled by a substitute in the following order:
 - a. A bargaining unit member on layoff per Article 11, Section 2.
 - b. The most senior qualified bus aide in rotation. After six (6) refusals, the aide-driver will be ineligible to volunteer as a substitute driver for the duration of the sign-up period.
 - c. Non-bargaining unit substitutes.
 - d. Per the provisions of Article 15—Extra Hours.
 - e. Per the job description of the delivery service person.
 - f. The dispatcher may be assigned to substitute.
 - g. The assistant mechanic may be assigned to substitute.
 - h. If no one is available per the above, the position may be filled at the discretion of the transportation supervisor.
- 17.a. When the district has received notice not later than noon of the prior day that a bus aide will be absent, the absence will be filled by the move up of the most senior bus aide in rotation whose position shall in turn be filled by a qualified substitute. In an emergency situation, where no qualified substitute is available, the district may fill the position with an available substitute.
- b. Absences made known later than noon of the prior day shall be filled first by a substitute and then per Article 15—Extra Hours.

ARTICLE 18

Food Service Assignments

The food service division consisting of head cook, lead cook, kitchen helper, cashier, and lunchroom aide shall be called for move-up from one classification to

another when an absence occurs within the respective buildings of the affected employees before substitute employees are called. Opportunities for move-up shall be based upon seniority and as provided in the following provisions of this agreement (see provisions for):

Article 14, Section 2—Overtime

Article 15, Section 1—Extra Hours

ARTICLE 19

Job Description—Wage Schedule

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

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

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

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

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

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

ARTICLE 20

Worker's Compensation—Injury—Medical Dispute

Section 1—Board Commitment

The Board of Education agrees to pay, together with worker's compensation and the employee's salary, the following:

100% for the first 45 calendar days;

90% for the 46th through the 90th calendar day;

80% for the 91st through the 180th calendar day;

70% for the 181st through the 356th calendar day.

Seniority shall accrue for the entire period of the leave.

Section 2—Doctor's Statement

Before returning to work after an operation, injury or serious illness, an employee shall present to the central office a statement from the doctor stating that the employee has satisfactorily recovered and is able to return to work.

Section 3—Reinstatement

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

Section 4—Lost Time

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

ARTICLE 21 Leave of Absence

When a non-compensatory leave of absence is granted, all pay and benefits stop as of the leave of absence, except as indicated. If an employee is on a compensatory leave or a non-compensatory leave and their requested vacation falls within the same time period, the employee, at their option, will be permitted to change their vacation to a later date.

Seniority shall accrue up to only one (1) year during all compensatory and non-compensatory leaves of absence.

When an employee is ready and/or able to return to work within a period of six (6) months, he shall be reinstated to the position from which he requested the leave so long as such position continues to exist. Should the position no longer exist, the employee shall go to the layoff language, Article 11, Section 1(4).

Requests for a leave of absence should be made to the Board of Education, in writing.

Non-Compensatory Leaves of Absence

Section 1—Personal Leave of Absence

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

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

Section 2—Medical Leave of Absence

An employee who is unable to work and who furnishes satisfactory evidence thereof may be granted a medical leave of absence without pay covering the period of such illness. During said leave, the employee shall accrue his seniority. Hospital and group life insurance premiums shall continue to be paid by the Board of Education to cover the extended illness of an employee for a period not to exceed one (1) year, but the employee will not accrue sick leave days or holiday

benefits. Return from the stated leave shall be conditioned upon medical proof of fitness and ability to perform all necessary duties and functions of the job assignment.

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

If the dispute still exists, at the request of the employee or employer, a medical third party decision shall be made. Third party medical reports shall be accepted from the Henry Ford Hospital or Wyandotte General Hospital. The decision of such a third party will be binding on both parties. The expense of the third party shall be paid by the requesting party.

Section 3—Childcare Leave of Absence

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

Section 4—Military Duty Leave of Absence

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

Section 5—Union Leave of Absence

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

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

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

Compensatory Leaves of Absence

Section 6—Professional Business Days

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

Section 7—Personal Business Days

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

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

Section 8—Sick Leave Days

Sick days for personal illness of non-instructional employees shall be earned at the rate of 1.2 days per month.

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

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

One-half (1/2) of an employee's annual sick leave will be credited at the beginning of the work year. The remainder of an employee's sick leave shall be accumulated at 1.2 days per month. Sick days shall be prorated upon retirement, termination, or resignation to reflect days used over 1.2 days per month. This shall be deducted from the employee's final paycheck. Employees who are eligible to receive sick days shall have the option to either:

1. Be paid at the end of the school year at a per diem rate for all unused sick days credited for that school year only, or
2. Accumulate sick days to a maximum of thirty (30) days, not payable upon demand (must be used as sick leave days).

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

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

If the employer has reason to believe that sick days are being abused, with prior written notice, employees may be requested by the personnel office to

produce a doctor's statement or substantial evidence that illness was the cause of absence.

Twelve (12) month employees may accumulate a total of fourteen (14) sick leave days per year. Ten (10) and ten and one-half (½) month employees may accumulate a total of twelve (12) sick leave days per year.

Section 9—Funeral Leave Days

Twelve (12) month employees shall be granted, with pay, a total of six (6) days per year for bereavement leave to address personal needs related to a death.

Less than twelve (12) month employees shall be granted with pay a total of four (4) days per year for bereavement leave.

If the bereavement leave is necessary while an employee is on a scheduled vacation, the employee shall notify the district as to how many days they wish to take for bereavement leave.

If the death and need for bereavement leave occurs during unscheduled work time, the employee is not eligible for bereavement leave upon return to work unless a written request has been made of the district administration noting the unique circumstances.

Section 10—Jury Duty Days

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

Section 11—Necessary Procedures

All leaves, compensable and non-compensable, shall be granted only upon fulfillment of necessary procedures.

Section 12—Temporary Job Placement

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

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

Section 13—Family and Medical Leave of Absence

The Board recognizes the Family and Medical Leave Act (FMLA) and accordingly shall grant a leave of absence of up to twelve (12) weeks for the following purposes to any bargaining unit member who has been employed by the district for at least twelve (12) months and worked at least 1,250 hours during the 12-month period immediately before the date when the leave would begin:

1. The birth of a child or in order to care for a newborn child; a pregnant bargaining unit member may commence the leave before or after the birth of her child, at her option. The member may terminate the leave anytime after the birth of the child or in the event of the death of the child.
2. The placement of a child for adoption or foster care.
3. To care for a family member with a serious health condition.
4. The serious health condition of the employee.

For the purposes of this provision, a child is defined as the biological, adopted, foster, step, legal ward, or child under 18 years of age of a person standing in *loco parentis* or, if 18 or older, incapable of self care because of physical or mental disability. A family member is defined as a child, spouse, parent or stepparent.

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

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

1. The employee may elect to request an unpaid personal leave of absence as provided in Section 1 of this article, or an unpaid child care leave of absence as provided in Section 3 of this article, before requesting the FMLA.
2. An employee who is taking the FMLA because of his/her own serious health condition or to give birth to a child may be obligated to exhaust any accumulated sick leave.
3. An employee who is taking the FMLA for the birth, adoption or foster care of a child, or to care for a seriously ill family member may be obligated to use all accumulated vacation leave.

ARTICLE 22

Paid Holidays

Section 1—Holidays for 12 Month Employees

There shall be thirteen (13) paid holidays for all permanent twelve (12) month employees regardless of which day of the week they fall.

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

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

Section 2—Holidays for Less than 12 Month Employees

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

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

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

*Birthdays will be paid at regularly scheduled rate of pay and may be taken as a floating holiday, with supervisor's approval, or may be taken on the date of birth, or may be worked and receive one (1) extra day's pay with the approval of the supervisor.

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

Section 3—Holiday Pay

All employees who are regularly scheduled to work less than eight (8) hours per day will be paid on a prorated basis.

ARTICLE 23 Vacations

Section 1—Twelve (12) Month Employees

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

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

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

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

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

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

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

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

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

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

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

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

Section 4—Posting and Requesting Vacation Time

1. Employees hired after July 1st of the previous year will receive prorated vacation days up to July 1st. Vacation days shall be taken only in the year following the year in which they are earned
2. Twelve (12) month employees shall submit vacation requests prior to May 1st of each year.
3. Less than twelve (12) month employees shall submit vacation requests prior to August 1st of each year.
4. Employees working less than four (4) hours will be prorated in accordance with seniority and Article 35.
5. Employee requested vacation days shall be mutually agreeable to the employee and the immediate supervisor. Upon mutual agreement, vacation time shall be permissible anytime during the year according to seniority but shall not interfere with school plant operations.
6. Vacation schedules shall be confirmed in writing and posted not later than one (1) month following the required date of submission.
7. Vacation schedules may be changed for demonstrable reasons on the part of the employee. Such changes shall be determined on the basis of required staffing levels and shall not interfere with school plan operations.
8. In the event there is a dispute concerning vacation requests, such disputes shall be resolved at a special conference between the employee and administration. Such a conference shall be held no later than five (5) working days after the denial is received by the employee.
9. Vacation accumulation shall be prorated to reflect unpaid days absent during the accrual year except that, in the case of twelve (12) month employees, there shall be no pro-ration of vacation for up to three (3) months of medical leave, pursuant to Article 21, Section 2.
10. All employees will be paid for any unused vacation days the first pay day in July.

ARTICLE 24 ***Insurance***

Section 1—Hospitalization Insurance

Pursuant to the authority set forth in Section 340.617 of the School Code of 1955, as amended, the Board of Education agrees to furnish all full-time employees with a Section 125 of the IRS code cafeteria plan as described in Appendix G.

If 174 or fewer WBSD employees opt out of the district health benefit, \$200 per month will be provided to those employees who do not elect the insurance.

Increase the monthly waiver for those who opt out of district paid health coverage to \$250/month if at least 175 WBSD employees choose this option.

Increase the monthly waiver for those who opt out of district paid health coverage to \$300/month if at least 200 WBSD employees choose this option.

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

Employees who have had insurance through the provisions of this agreement and lost them shall be permitted to continue their insurance coverage under one of the insurance plans listed in Appendix G and make payment for said coverage through payroll deductions. Employees will be covered in accordance with Article 35.

No changes in plans, plan specifications, insurance underwriters, or insurance administrators will be made absent mutual agreement between the parties.

The Board and administration agree not to seek information concerning an employee's medical records or the specifics of claims history from any provider.

The MESSA Care Choices \$10/\$20 Rx will be the health care program offered to all employees. Employees may elect MESSA SCI 100/200 \$10/\$20 Rx and will pay the difference between the composite rate of MESSA Care Choices and the composite rate of MESSA SCI 100/200 \$10/\$20 Rx, on a monthly basis.

Section 2—Group Life Insurance

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

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

Section 3—Dental Insurance

The Board agrees to provide a dental plan as described in Appendix G for qualified employees (Delta Dental, same as teachers).

Section 4—Vision Insurance

The employer shall provide a vision care plan as described in Appendix G for qualified employees (VSP3, same as teachers).

Section 5—Prescription Co-Pay

Beginning January 1, 2007, the prescription drug co-pay shall be ten dollars (\$10.00) per prescription.

Beginning January 1, 2007, the prescription drug co-pay for non-generic drugs shall be twenty dollars (\$20.00).

Section 6—Reimbursed Medical Costs

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

**ARTICLE 25
Mileage Allowances**

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

**ARTICLE 26
Uniforms and Protective Clothing**

If any employee, including bus mechanic, is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing or protective device shall be furnished to the employee by the employer. The cost of maintaining the uniform or protective clothing in proper working condition is the responsibility of the employer, including tailoring, dry cleaning, and laundering (food service apparel exclusive).

All employees are to wear the approved uniform. The Board of Education agrees to furnish all food service employees with five (5) uniforms (number prorated on date of hire and hours) when they are hired and pay them \$50.00 every year thereafter to maintain and replace said uniforms. Reimbursement to be issued by separate check on the second pay of September.

The uniform allowance for food service personnel shall be provided as follows:

7-8 hour employees	\$50.00
4-6 hour employees	40.00
Less than 4 hour employees	25.00

**ARTICLE 27
Contracting and Subcontracting Public Work**

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

The parties recognize that to the extent, and only to the extent that Article 27 addresses the contracting out of non-instructional work by the employer to third parties, it is presently unenforceable under Section 15(3)(f) of PERA, MCL 215

(3)(f). In the event that Section 15 (3)(f) is repealed or amended, Article 27 shall be given full force and effect, except in no event shall any third party private food service employee be included in the WASP bargaining unit.

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

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

ARTICLE 28

Work Rules

Section 1—Establishing

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

Section 2—Changes

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

Section 3—Informing Employees

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

Section 4—Enforcing

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

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

ARTICLE 29

Use of Building

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

Regular monthly meetings may be scheduled for the full year.

Building use for special business meetings of the union, committee meetings of the union, and regular monthly meetings which must be rescheduled will be permitted provided that such use is requested through the superintendent of the school district or a designated representative and can be arranged in advance. This provision shall not require the disruption of previously scheduled use of the

premises and shall not incur additional costs to the school district. Employees may attend such meetings only on their own time.

ARTICLE 30 ***Union Bulletin Boards***

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

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

ARTICLE 31 ***General Provisions***

Section 1—Transporting Children

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

Section 2—Safety Committee

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

Section 3—Medical Requirement

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

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

Section 4—Personal Property Loss or Damage

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

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

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

approval to be eligible for reimbursement claims. Items brought into the building that are not described in this article will not be eligible for reimbursement claims.

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

Personal cars must be parked in parking areas designated as employee parking lots to be eligible for coverage. Bargaining unit members must report to the immediate supervisor's office as soon as knowledge of said damage occurs. A police report shall be filed on the day of the incident and submitted to the Board for review. Compensation for auto claims shall be made at 100% of the individual's deductible fee for personal auto insurance coverage, capped at \$250.

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

Section 5—Appendices

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

Section 6—Medically Fragile and Custodial Care Students

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

Section 7—Voluntary Health Options or Other Options

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

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

ARTICLE 32

Non-Discrimination

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

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

The employer agrees not to interfere with the rights of employees to become members of the union, and there shall be no discrimination, interference, restraint or coercion by the employer or any employer representative against any employee

because of union membership or because of any employee activity in an official capacity on behalf of the union.

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

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

ARTICLE 33 ***Waiver Clause***

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

ARTICLE 34 ***No Strike—No Lockout***

Section 1—No Strike

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

Section 2—Union Responsibility

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

Section 3—No Lockout

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

ARTICLE 35
Employee Benefits

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

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

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

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

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

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

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

Section 2—Employees Hired After July 1, 1986

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

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

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

Section 3—Non-Benefit Employees

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

Section 4—Fingerprinting

For those WASP member hired before January 1, 2006, and who are required to be fingerprinted under the School Safety Legislation of 2005, the district will pay the cost of their fingerprinting provided they have demonstrated continuous employment with the district since January 1, 2006.

ARTICLE 36
Longevity

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

TERMINATION

This agreement shall be effective **July 1, 2004** and shall terminate **June 30, 2007**, if notice of either parties intent to terminate this agreement is submitted, in writing, not less than ninety (90) days prior to the expiration date.

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

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

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

W.A.S.P.—local president

MEA/NEA—designated representative


Board of Education—designated representative

Should any provisions of this agreement become invalid because of existing or future federal or state legislation or court decision, the remainder of the agreement shall not be affected thereby.

This agreement and each of the terms and conditions hereof are subject to the laws of the State of Michigan in all respects and in the event that any provision hereof is at any time held to be invalid by a court of competent jurisdiction, the attorney general, or by any other administrative agency of the State of Michigan, including but not limited to the Michigan State Labor Mediation Board, such determination shall not invalidate the remaining provisions of this agreement and the parties hereby agree that insofar as possible each of the terms and provisions hereof are severable.

IN WITNESS WHEREOF, the parties hereto agree that all terms, benefits, and conditions of this agreement are to become effective **July 1, 2004**, unless otherwise noted, and have duly executed this agreement on the **23rd day of October, 2006**.

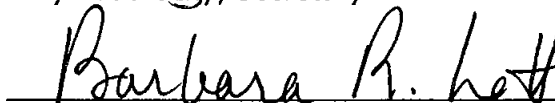
**WOODHAVEN-BROWNSTOWN
BOARD OF EDUCATION**



Alvin M. Szczepaniak, President

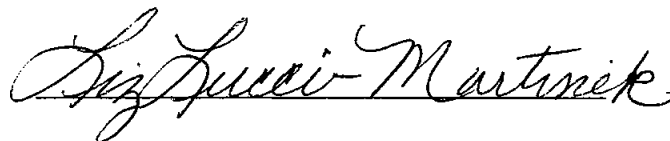


Amy Zadorozny, Secretary

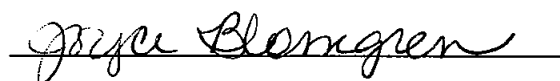


Barbara R. Lott, Superintendent of Schools

**WOODHAVEN ASSOCIATION OF
SUPPORT PERSONNEL**









**LETTER OF UNDERSTANDING
Sick Day Accrual**

It is agreed by both parties that any employee must have sixteen (16) or more paid days each month in order to be eligible for the 1.2 sick days for that month.

WAGES

2004-2005 School Year—0% increase

2005-2006 School Year—0% increase

2006-2007 School Year—3% increase to be applied to the wage scale thirty (30) days prior to the date that the insurance change (\$10/\$20 prescription card) will be effective. This change will not be retroactive to any date earlier than thirty (30) days prior to the insurance change becoming effective.

APPENDIX A
Salary Schedule—Clerical Division

Classification A:	High School Principal's Secretary					
Classification B:	High School Assistant Principal's Secretary	Support Services Clerk				
	Middle School Principal's Secretary	Warehouse/Purchasing Clerk				
	Elementary Principal's Secretary	Data Processing Operator				
	Transportation Dispatcher	High School Secretary/Counseling				
	Special Education Director's Secretary	TOTE Secretary				
	*Middle School Assistant Principal's Secretary	*Middle School Secretary/Counseling				
	*Receptionist	*Central Media Clerk				
	*High School Secretary/Attendance	*Summer School Secretary				
	*Community Education Secretary	Special Education/Just 4 Kids Secretary				

Classification C: Clerk Typists

	Beginning Rate			180 Days			270 Days			365 Days		
	04-05	05-06	06-07	04-05	05-06	06-07	04-05	05-06	06-07	04-05	05-06	06-07
Class A Clerical	\$10.08	\$10.08	\$10.38	\$10.52	\$10.52	\$10.83	\$11.34	\$11.34	\$11.68	\$17.85	\$17.85	\$18.39
Class B Clerical	\$9.83	\$9.83	\$10.13	\$10.47	\$10.47	\$10.79	\$11.10	\$11.10	\$11.43	\$17.39	\$17.39	\$17.92
Class C Clerical	\$9.50	\$9.50	\$9.79	\$10.15	\$10.15	\$10.46	\$10.77	\$10.77	\$11.09	\$17.01	\$17.01	\$17.52
Bookkeeper	\$11.90	\$11.90	\$12.26	\$12.44	\$12.44	\$12.81	\$12.93	\$12.93	\$13.32	\$20.27	\$20.27	\$20.88
Special Services Bookkeeper	\$10.93	\$10.93	\$11.26	\$11.56	\$11.56	\$11.91	\$12.18	\$12.18	\$12.55	\$18.50	\$18.50	\$19.06
Payroll	\$12.02	\$12.02	\$12.38	\$12.49	\$12.49	\$12.87	\$12.96	\$12.96	\$13.35	\$19.86	\$19.86	\$20.45
Accounts Payable	\$11.79	\$11.79	\$12.14	\$12.22	\$12.22	\$12.59	\$12.66	\$12.66	\$13.04	\$19.20	\$19.20	\$19.78
Substitute Caller	\$8.14	\$8.14	\$8.38	\$8.63	\$8.63	\$8.89	\$9.14	\$9.14	\$9.42	\$13.36	\$13.36	\$13.76

*Former Classification C personnel moved to Classification B in the 2002-2003 school year, with the understanding that any previous Classification C personnel who lateral to a current Classification B position must meet current job qualifications.

APPENDIX B
Salary Schedule—Maintenance, Custodial, and Security Divisions

Maintenance Division

<u>Classification</u>	<u>Beginning Rate</u>			<u>180 Days</u>			<u>270 Days</u>			<u>365 Days</u>		
	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
Maintenance Engineer	\$11.21	\$11.21	\$11.54	\$13.97	\$13.97	\$14.39	\$17.89	\$17.89	\$18.43	\$21.71	\$21.71	\$22.36
Crew Chief	\$13.90	\$13.90	\$14.32	\$14.09	\$14.09	\$14.52	\$14.38	\$14.38	\$14.81	\$22.42	\$22.42	\$23.09
Crew A	\$12.68	\$12.68	\$13.06	\$13.31	\$13.31	\$13.71	\$13.97	\$13.97	\$14.39	\$20.41	\$20.41	\$21.02
Crew B	\$12.34	\$12.34	\$12.71	\$12.96	\$12.96	\$13.35	\$13.62	\$13.62	\$14.03	\$19.64	\$19.64	\$20.23
Crew C	\$11.05	\$11.05	\$11.38	\$11.67	\$11.67	\$12.02	\$12.27	\$12.27	\$12.64	\$17.80	\$17.80	\$18.34
Crew D	\$10.73	\$10.73	\$11.05	\$11.36	\$11.36	\$11.70	\$12.03	\$12.03	\$12.39	\$17.23	\$17.23	\$17.75
Skilled Craftsperson	\$12.34	\$12.34	\$12.71	\$12.96	\$12.96	\$13.35	\$13.62	\$13.62	\$14.03	\$19.64	\$19.64	\$20.23
Utility	\$10.73	\$10.73	\$11.05	\$11.15	\$11.15	\$11.48	\$11.60	\$11.60	\$11.95	\$17.80	\$17.80	\$18.34

Custodial Division

Custodian	\$10.21	\$10.21	\$10.52	\$10.64	\$10.64	\$10.96	\$11.06	\$11.06	\$11.39	\$16.75	\$16.75	\$17.25
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Security Division

Security	\$9.44	\$9.44	\$9.72	\$10.10	\$10.10	\$10.41	\$10.80	\$10.80	\$11.12	\$16.75	\$16.75	\$17.25
Hall/Lavatory Monitor	\$6.64	\$6.64	\$7.15	\$6.64	\$6.64	\$7.15	\$7.18	\$7.18	\$7.39	\$9.93	\$9.93	\$10.23

Shift premium: Second shift--15¢ per hour
 Third shift--20¢ per hour

APPENDIX C
Salary Schedule—Food Service and Transportation Divisions

<u>Classification</u>	Food Service Division														
	Beginning Rate				180 Days				270 Days				365 Days		
	04-05	05-06	06-07	04-05	05-06	06-07	04-05	05-06	06-07	04-05	05-06	06-07	04-05	05-06	06-07
Head Cook	\$9.10	\$9.10	\$9.37	\$9.31	\$9.31	\$9.59	\$9.50	\$9.50	\$9.78	\$15.26	\$15.26	\$15.72	\$15.26	\$15.26	\$15.72
Lead Cook	\$8.27	\$8.27	\$8.52	\$8.95	\$8.95	\$9.22	\$9.66	\$9.66	\$9.95	\$14.39	\$14.39	\$14.83	\$14.39	\$14.39	\$14.83
Kitchen Helper	\$7.91	\$7.91	\$8.15	\$8.59	\$8.59	\$8.85	\$9.28	\$9.28	\$9.56	\$13.86	\$13.86	\$14.28	\$13.86	\$13.86	\$14.28
Cashier	\$6.64	\$6.64	\$7.15	\$6.64	\$6.64	\$7.15	\$7.18	\$7.18	\$7.39	\$9.93	\$9.93	\$10.23	\$9.93	\$9.93	\$10.23
Lunchroom Aide	\$6.87	\$6.87	\$7.15	\$7.24	\$7.24	\$7.46	\$7.61	\$7.61	\$7.84	\$9.93	\$9.93	\$10.23	\$9.93	\$9.93	\$10.23

Transportation Division

Bus Mechanic	\$12.35	\$12.35	\$12.72	\$12.82	\$12.82	\$13.20	\$13.34	\$13.34	\$13.74	\$25.01	\$25.01	\$25.76	\$25.01	\$25.01	\$25.76
Assistant Bus Mechanic	\$12.34	\$12.34	\$12.71	\$12.96	\$12.96	\$13.35	\$13.43	\$13.43	\$13.87	\$20.04	\$20.04	\$20.64	\$20.04	\$20.04	\$20.64
Bus Driver	\$13.52	\$13.52	\$13.93	\$14.30	\$14.30	\$14.73	\$15.09	\$15.09	\$15.54	\$16.75	\$16.75	\$17.25	\$16.75	\$16.75	\$17.25
Bus Aide	\$6.64	\$6.64	\$7.15	\$7.03	\$7.03	\$7.25	\$7.38	\$7.38	\$7.60	\$11.40	\$11.40	\$11.74	\$11.40	\$11.40	\$11.74
Delivery Service	\$9.92	\$9.92	\$10.22	\$9.92	\$9.92	\$10.22	\$10.80	\$10.80	\$11.12	\$16.75	\$16.75	\$17.25	\$16.75	\$16.75	\$17.25
Vending Operator	\$9.84	\$9.84	\$10.14	\$10.13	\$10.13	\$10.44	\$10.43	\$10.43	\$10.75	\$10.83	\$10.83	\$11.15	\$10.83	\$10.83	\$11.15

APPENDIX D
2004-2005 School Calendar

July 5	Holiday
August 9	High school staff returns
August 16	All other building/program staff return
August 30	Teachers first day
September 6	Holiday
September 7	Students first day
November 9, 10	Elementary fall conference days <i>(Regular school days for students)</i>
November 15, 16	Secondary fall conference days <i>(Regular school days for students)</i>
November 25, 26	Holidays
December 20	Winter recess begins
December 23, 24	Holidays
Dec 30, 31	Holidays
January 3	Classes resume
February 21	Holiday
March 16, 17	Secondary spring conference days <i>(Regular school days for students)</i>
March 21, 22	Elementary spring conference days <i>(Regular school days for students)</i>
March 25, 28	Holidays
April 4	Classes resume
May 30	Holiday
June 16	Students last day
June 17	Teachers last day
June 21	High school programs last day
June 28	All building/program staff last day
June 28	High school principal, athletic director and staff last day

APPENDIX E
2005-2006 Calendar

July 4	Holiday
August 1	High school principal, athletic director and staff return
August 8	All building/program staff return
August 22	Teachers first Day
August 24	Students first day
September 5	Holiday
November 9, 10	Elementary fall conference days <i>(Regular school days for students)</i>
November 15, 16	Secondary fall conference days <i>(Regular school days for students)</i>
November 24, 25	Holidays
December 22	Winter recess begins <i>(at end of day)</i>
December 23, 26	Holidays
Dec 30, Jan 2	Holidays
January 9	Classes resume
February 20	Holiday
April 3, 4	Secondary spring conference days <i>(Regular school days for students)</i>
April 5, 6	Elementary spring conference days <i>(Regular school day for students)</i>
April 14, 17	Holidays

April 24 Classes resume
 May 29 Holiday
 June 9 Students last day
 June 9 Teachers last day
 June 21 All building/program staff last day
 June 28 High school principal, athletic director and staff last day

APPENDIX F
2006-2007 Calendar

July 4 Holiday
 August 1 215-day administrators staff first day
 August 14 205-day administrators staff first day
 August 29 Teachers First Day
 September 4 Holiday
 August 5 Students First Day
 November 8, 9 Elementary fall conference days *(Regular school days for students)*
 November 15, 16 Secondary fall conference days *(Regular school days for students)*
 November 23, 24 Holidays
 December 22 Winter recess begins
 December 25, 26 Holidays
 January 1, 2 Holidays
 January 3 Classes resume
 February 19 Mid-winter recess begins
 February 19 Holiday
 February 26 Classes resume
 March 28, 29 Elementary spring conference days *(Regular school days for students)*
 April 2, 3 Secondary spring conference days *(Regular school days for students)*
 April 5 Spring recess begins *(at end of half day)*
 April 6, 9 Holidays
 April 16 Classes resume
 May 28 Holiday
 June 14 Students last day
 June 15 Teachers last day
 June 25 205-day administrators/staff last day
 June 26 215-day administrators/staff last day

APPENDIX G
Non-Instructional Section 125 Cafeteria Plan

Medical	Dental	Vision	Term Life	Disability Income	Medical Expense Reimbursement	Dependent Care Assistance
<p>MESSA CHOICES \$10/\$20 Rx Full Family</p>	<p>DELTA DENTAL Full Family</p> <p>Class I: 100% Class II: 90% Class III: 90%</p> <p>Annual maximum: \$1,000</p> <p>Orthodontics: 90% \$900 lifetime max</p> <p>No adult orthodontics</p>	<p>VSP 3 Full Family</p>	<p>Base Benefit Levels—\$25,000</p> <p>Supplemental Life—\$10,000 to 5 times your current salary (see schedule)</p> <p>Dependent Life—Spouse—\$5,000 to 50% of the voluntary coverage applied to yourself</p> <p>Child—\$2,000 to \$10,000 (see schedule)</p>	<p>12-14 days/year Could accrue days to a max of 40</p> <p>Short-term disability 6 month STD 14 calendar day waiting period (see schedule)</p> <p>Long-term disability After 6 month waiting period (see schedule)</p>	<p>Pre-tax dollars used for:</p> <p>Deductibles Co-pays Non-covered</p>	<p>Pre-tax dollars used for:</p> <p>Child Care Adult Care</p> <p>\$2,500 to \$5,000 max</p>
<p>MESSA SCI 100/200 \$10/\$20 Rx Full Family</p> <p>Employee must pay the difference between the composite rate of Choices and the SC1 monthly rate</p>	<p>Same as above</p>	<p>Same as above</p>	<p>Same as above</p>	<p>Same as above</p>	<p>Same as above</p>	<p>Same as above</p>

Core benefits are medical, dental, vision, and base life

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Woodhaven-Brownstown School District
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In compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Americans with Disability Act of 1990, and the Elliott-Larsen Civil Rights Act of 1977, it is the policy of the Woodhaven-Brownstown School District that no person shall on the basis of race, color, religion, national origin or ancestry, gender, age, disability, height, weight, or marital status be excluded from participation in, be denied the benefits of, or be subjected to discrimination during any program, activity, service or in employment. For information, contact the: Office of the Superintendent, 24975 Van Horn Rd., Brownstown, MI 48134, 734-789-2357.